

Values Identifier Certified Coach Agreement

Background

This Agreement governs the relationship between Values Identifier powered by Valuegraphics, LLC ("VIV") and persons or entities ("Coach" or "Certified Coach") who seek training to become a Values Identifier Certified Coach. Once accredited, Values Identifier Certified Coaches can use Values Identifier tools and materials to support their coaching practice.

1. Definitions and Interpretation

In this Agreement:

- **"Business Day"** means any day other than a Saturday, Sunday, or public holiday in the location of the Certified Coach.
- **"Certified Coach"** means a person who successfully completes the Values Identifier Coach Certification course and which will provide access to the use of the Values Identifier platform/portal, materials, and methodology in their coaching practice.
- **"Certification Course"** refers to the Values Identifier online course that equips candidates with the necessary skills to deliver values-coaching using Values Identifier tools.
- **"Values Identifier Intellectual Property"** refers to all proprietary content, methodologies, tools, software, branding, and resources developed by Values Identifier.
- **"Values Identifier Platform"** means the online portal provided by Values Identifier through which Certified Coaches can access reports, assessments, and coaching tools.
- **"Values Identifier Report"** refers to the personalized report generated based on the Values Identifier assessment.
- **"Annual Certification Fee"** means the annual fee payable by a Certified Coach to maintain their accreditation and continued access to the Values Identifier Coaches Portal, benefits, and materials.

2. Certification and Accreditation

2.1 The Coach may enroll in the Certification Course provided by Values Identifier. Values Identifier reserves the right to assess the suitability of candidates and may, at its discretion, approve or deny certification.

2.2 Upon successful completion of the Certification Course, the Coach will be granted the status of "Certified Coach" for a period of one (1) year from the date of certification ("Certification Period").

2.3 To maintain certification beyond the initial Certification Period, the Certified Coach must:

- Pay the Annual Certification Fee before the renewal date;
- Adhere to all Values Identifier standards, guidelines, and ethical requirements;
- Participate in any required continuing education or refresher training as determined by Values Identifier.

2.4 Failure to meet the renewal requirements may result in suspension or revocation of certification.

2.5 Post-training requirements may include documented coaching sessions and feedback evaluations from clients, as determined by Values Identifier.

3. Use of Values Identifier Intellectual Property

3.1 Values Identifier grants the Certified Coach a non-exclusive, non-transferable, revocable license to use the Values Identifier Intellectual Property solely for the purpose of delivering coaching services to their clients.

3.2 The Certified Coach may use Values Identifier materials and tools only as provided in the Certification Course and must not:

- Modify, adapt, or create derivative works from any Values Identifier Intellectual Property;
- Share or distribute any proprietary materials to third parties without written consent;
- Use the Values Identifier name, trademarks, methodology, or branding in a manner inconsistent with Values Identifier's guidelines.

3.3 Values Identifier retains all rights, title, and interest in and to its Intellectual Property, including any updates or improvements made available to Certified Coaches.

4. Use of Values Identifier Coaches Portal

4.1 Certified Coaches will receive access to the Values Identifier Coach Portal to purchase client assessments, access client reports (with client permission), give access to administrators to manage their account, and access resources.

4.2 Certified Coaches must:

- Maintain the confidentiality and security of their login credentials;
- Maintain client confidentiality,

- Use the portal only for authorized coaching purposes;
- Not share access to the portal with unauthorized persons.

4.3 Values Identifier reserves the right to suspend or terminate portal access if a Certified Coach violates this Agreement or engages in misuse of the portal.

5. Fees and Payment

5.1 Certified Coaches must pay all applicable fees, including the Certification Course fee and Annual Certification Fee, as specified by Values Identifier.

5.2 All fees are non-refundable unless explicitly stated otherwise.

5.3 Values Identifier reserves the right to adjust fees with prior notice to Certified Coaches.

6. Code of Conduct

6.1 Certified Coaches agree to uphold professional and ethical standards in their coaching practice, including:

- Providing accurate and honest representation of their qualifications;
- Respecting client confidentiality;
- Using Values Identifier tools responsibly and ethically.

6.2 Values Identifier may investigate complaints or breaches of conduct and take appropriate actions, including suspension or termination of certification.

7. Term and Termination

7.1 This Agreement remains in effect from the date of Certification until terminated by either party.

7.2 Values Identifier may terminate this Agreement with immediate effect if the Certified Coach:

- Breaches any term of this Agreement;
- Misuses Values Identifier Intellectual Property;
- Engages in unethical or fraudulent conduct.

7.3 Upon termination, the Certified Coach must cease all use of Values Identifier Intellectual Property and return or destroy any proprietary materials in their possession.

8. Limitation of Liability

8.1 Values Identifier provides training, tools, and materials "as is" without any warranties, express or implied.

8.2 Values Identifier shall not be liable for any indirect, consequential, or incidental damages arising from the use of Values Identifier products and services.

8.3 The Certified Coach agrees to indemnify and hold Values Identifier harmless from any claims, liabilities, or losses resulting from their coaching services or misuse of Values Identifier Intellectual Property.

9. General Provisions

9.1 This Agreement is personal to the Certified Coach and may not be assigned without prior written consent from Values Identifier.

9.2 Any notices required under this Agreement must be sent by email or registered post to the respective parties.

9.3 This Agreement is governed by and interpreted according to the laws of Washington, and the parties submit to the exclusive jurisdiction of its courts.

9.4 If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

By signing up as a Values Identifier Certified Coach, the coach acknowledges they have read, understood, and agreed to abide by the terms and conditions outlined in this Agreement.