

WE LEVEL UP COACHING COURSE AGREEMENT

This COACHING AGREEMENT (“Agreement”) is effective as of _____ (the “Effective Date”)

and is entered into by and between: We Level Up Personal Development (“Company”), a Florida company, with an address at 1701 Green Road Suite C, Deerfield Beach FL 33064 and _____ (“Client”) with an address at _____.

By signing this Agreement, the Company and the Client agree that:

1. Client will pay Company Five Thousand (**\$5,000 USD**) Dollars upon the effective date of the Agreement via the following method:

- a. NAME ON THE CARD: _____ EXP. DATE: _____
 CC #: _____ SEC: _____
 BILLING ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____

b. Client understands that the amount charged above is nonrefundable even if Client does not attend or participate in the coaching program (as defined below) in its entirety.

2. Company will have available coaching services to Client for a period of six (6) months from Effective Date which will be the following services:

- a. Weekly virtual meeting with Ryan Zofay, Adam Roth or the team
- b. Three (3) personal development events for the year
- c. WhatsApp group of community and accountability

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date upon the execution below.

_____ 

By: _____ By: 
 Date: _____ Date: 

TERMS AND CONDITIONS

1. **TAXES.** The Client is solely responsible for paying all taxes incurred as a result of the performance of its services under this Agreement and complying with all tax-related obligation. The Company has no obligation to pay or withhold any sums for taxes.

2. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date, and shall continue until completion of coaching program (“Term”), unless earlier terminated by either Party upon a thirty (30) days prior written notice.

3. INDEPENDENT CLIENT. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between Client and Company. Client shall at all times stand, in relationship to Company, as an independent Client. It is understood, acknowledged and agreed that Client will not participate in any of Company's retirement savings or investment programs, health insurance programs, life insurance programs, workers' compensation programs, long-term disability programs, or any other welfare or benefit programs of Company by reason of Client's engagement under this Agreement.

4. PROFESSIONAL STANDARDS; CODE OF CONDUCT. Company is entering into this Agreement in reliance upon Client's professionalism with respect to the Services and this Agreement.

5. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. Client warrants that in performance of this Agreement, it has complied with and shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and other requirements of any governmental entity. Without limiting the generality of the foregoing, Client agrees to perform all Services under this Agreement in compliance with the Occupational Safety and Health Act of 1970 and all other applicable state and local statutes, regulations and ordinances relating to health, safety and workplace hazards, as in effect at the time such work is performed.

6. REPRESENTATIONS AND WARRANTIES. Client covenants, represents and warrants as follows:

(a) The Services covered by this Agreement will be free from errors and defects and will be in strict accordance with Client's specifications and conform to all Laws.

(b) There exists no conflict of interest or facts or circumstances which might create any appearance of impropriety as a result of Client's engagement by Company hereunder with respect to Client's other clients, past or present, except as otherwise disclosed to Company in writing prior to entering into this Agreement. Client shall advise the Company Client of any potential conflict of interest that might arise during the performance of this Agreement.

The warranties contained in this Section shall survive any inspection of, acceptance of, and/or payment for, performance of services hereunder.

In the event of a breach by Client of any provision of this Agreement, Company shall have, in addition to (and not exclusive of) the other rights and remedies set forth herein or at law or in equity, the right, exercisable in its sole discretion, to terminate this Agreement, (ii) have Client re-perform the Services at no additional charge until such Services is completed in accordance with this Agreement, or (iii) have a third party correct defective Services at Client's sole cost and expense.

7. CONFIDENTIAL RELATIONSHIP. In addition to and not in lieu of any other confidentiality agreement signed by Client in connection with the Services performed hereunder, both Parties agree to treat as confidential all information supplied by the other Party, and not in the public domain, (including but not limited to patient information and data) in connection with this Agreement. Each party agrees to limit: (a) use of such information to the performance of the Services, and (b) disclosure of such information to only those employees necessary for the performance of the Services, unless prior written consent has been granted by the disclosing party to permit other use or disclosure. Each party shall return or destroy such information, and all copies thereof, upon the other party's written request; provided,

however, with respect to any such information contained in backup or archival copies of email or other electronic data which is not reasonably capable of being located or segregated, the return or destruction requirements shall not be applicable, but the confidentiality obligations contained herein will in all cases continue to apply. Client shall not in any manner advertise or publish or release for publication any statement mentioning Company or the fact that Client has furnished or contracted to furnish services required by this Agreement or quote the opinion of any employees of Company. Pursuant to 18 USC Section 1833(b), neither Party shall be held criminally or civilly liable under any federal or state trade secret law for the disclosure of confidential information that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8. INTELLECTUAL PROPERTY RIGHTS.

- (a) Company is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement (collectively, the "Deliverables"), including all patents, copyrights, trademarks, trade secrets, and any and other intellectual property rights howsoever arising (collectively "Intellectual Property Rights") therein. The Client agrees that the Deliverables are hereby deemed a "work made for hire" (as defined in 17 U.S.C. § 101) for Company. If, for any reason, any of the Deliverables do not constitute a "work made for hire," the Client hereby does, and will in the future as necessary, irrevocably assign to Company, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.
- (b) Notwithstanding Section 12(a), to the extent that any of the Client's pre-existing materials contained in the Deliverables, the Client shall retain ownership of such preexisting materials, and hereby grants to the Company an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such preexisting materials and derivative works thereof. Company may assign, transfer, and sublicense such rights to others without the Client's further approval.
- (c) Except for such pre-existing materials identified in Section 1 above, the Client has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Deliverables. The Client has no right or license to use Company's trademarks, service marks, trade names, logos, symbols, or brand names.
- (d) Company Data shall mean any content, materials, data and information that Company or its authorized users enter into managed services or Company-specific data that is derived from Company's use of the managed services (e.g. Company-specific reports) as long as such derivative work is not a component of the managed services itself or furnished by Client under the Agreement. Company Data shall not include any component of the Services or material provided by or on behalf of Client.

- (e) Client shall not disclose, and shall keep confidential, any and all Company Data, including, but not limited to, any Company Data that personally identifies Company or Company's Affiliates, employees, Clients, and/or customers.

9. DOCUMENTATION. Client grants to Company a perpetual, nonexclusive, transferable, royalty-free license to: (a) use and reproduce for internal purposes only all reports, drawings, manuals, and other documentation provided or associated with the programs or services, and (b) use firmware and any other computer program(s) permanently contained or otherwise embedded in the Services. Client represents and warrants to Company that it has the right to grant the licenses set forth in this Section.

10. LIMITATION OF LIABILITY. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES OF ANY NATURE.

11. INDEMNIFICATION. Each Party shall defend, indemnify, and hold the other Party harmless and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, interest, awards, penalties, fines, professional or legal costs or otherwise, or expenses of whatever kind (including attorneys' fees) arising out of or resulting from: (i) any breach of any obligation (which shall include any inactions) by the Party and/or any of its Personnel under or in connection to this Agreement.; (ii) any claim from any third party that the Deliverables infringe on any Intellectual Property rights; (iii) any employment or other types of claims made by or on behalf of any Client Personnel against Company for whatever reason; and (iv) bodily injury, death of any person resulting from the Client's performance of this Agreement.

12. EQUITABLE RELIEF. Each Party acknowledges that their breach or threatened breach of their obligations set forth in this Agreement would result in irreparable harm to the other Party that cannot be adequately relieved by money damages alone. The Parties hereby acknowledge their mutual intent that after any breach of the obligations listed in the paragraph directly above, the non-breaching Party may request any applicable equitable remedies from a court, including injunctive relief.

13. MISCELLANEOUS.

(a) Entire Agreement. Except for any previously executed confidentiality agreements, this Agreement constitutes the entire agreement between the Parties regarding the Services and supersedes all prior written or oral understandings, proposals, negotiations, representations, or communications of every kind, except as are expressed in writing and incorporated herein.

(b) No Waiver. No waiver by a party of any right arising under this Agreement shall prejudice that party's exercise of that right in the future.

(c) Notices. Any notices or other communications required or permitted hereunder shall be in writing and shall be sent by (a) personal delivery (including delivery by Federal Express, DHL, or similar overnight courier), (b) overnight courier with reliable system for tracking delivery, or (c) transmitted by e-mail to the email address set forth below, with written confirmation of receipt and with originals of such transmissions sent by overnight courier with reliable system for tracking delivery, or personal delivery. Notices shall be sent to the addresses as set forth above.

(d) Venue; Choice of Law. All disputes and matters arising under, in connection with, or incidental to this Agreement shall be litigated, if at all, in and before the state or federal courts of the county and state in which Company's facility to which the Services is provided, to the exclusion of other courts of other states, the United States, or countries and to the exclusion of other venues. The Parties expressly consent to the exclusive jurisdiction of this court and agree that this venue is convenient and not to seek a change of venue or to dismiss the action on the grounds of forum non conveniens. This Agreement will be governed and construed in accordance with the Laws of the state in which the Services is provided, as applicable, including the Uniform Commercial Code, as effective on the date of this Agreement.

(e) Set-Off. Company shall have the right at any time to set-off any amount owing by Client to Company (including Company's affiliates) under this Agreement or any other contract, agreement or purchase/change order between Client and Company against any amount due and owing to Client under this Agreement.

(f) Assignment. This Agreement shall be binding and inure to the benefit of the respective successors and assigns of the Parties. Client shall not assign this Agreement, or otherwise transfer, dispose, or assign any of its rights or interests under this Agreement, to any person, firm, or form of business enterprise without the prior written consent of Company. Any such assignment made by Client without Company's prior written consent shall be deemed void. Company shall be permitted to assign this Agreement without Client's consent.

(g) Amendment. This Agreement may only be amended by a written document executed by authorized representatives of both Parties.

(h) No Inference Against Drafter. This Agreement was negotiated by Client and Company in an arms-length transaction. No inference or presumption shall be drawn against either party as the drafter thereof.