

# COACH AGREEMENT

## (INDEPENDENT CONTRACTOR)

This Coaching Agreement (Independent Contractor Agreement) (the “Agreement”) is entered into effective as of the \_\_\_\_\_, by and between Workman Success Systems, L.L.C., a Utah limited liability company (“Company”) located at 5330 S. 900 E. Suite 250 Salt Lake City, UT 84117 and \_\_\_\_\_, located at \_\_\_\_\_, (Contractor”).

## RECITALS

Company desires to retain the services of Contractor, and Contractor desires to provide to Company such services, upon the terms and subject to the conditions set forth herein.

Now, therefore, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

## AGREEMENT

1. **Engagement; Services.** Company hereby engages Contractor as an independent contractor to provide the services set forth more particularly on Exhibit A, attached hereto and incorporated herein by this reference (the “Services”). Contractor shall use his/her best efforts to loyally and conscientiously perform all duties and obligations

required of him/her, and hereby accept such engagement, upon the terms and subject to the conditions set forth in this Agreement.

2. **Effective Date.** Contractor agrees to provide the Services commencing on the date of this Agreement (the “Effective Date”).

3. **Compensation.** Company shall pay to Contractor as consideration for the Services the amounts set forth on Exhibit A, as attached to this Agreement and incorporated herein.

4. **Relationship of the Parties.**

(a) **Contractor is an Independent Contractor.** It is expressly understood and agreed that Contractor shall at all times during the term of this Agreement and in the performance of the Services be an independent contractor. Any conduct in which Contractor engages in connection with, or in the performance of, this Agreement shall be solely in Contractor’s capacity as an independent contractor, and nothing in this Agreement shall be construed to the contrary.

(b) **No Benefits.** As a result of Contractor’s independent contractor status, Contractor is not entitled to any benefits, including but not limited to: health insurance, life insurance, pension or retirement, vacation pay or sick pay. Contractor understands that Contractor is not covered under any worker’s compensation programs. Contractor also acknowledges that Company will not cover any medical expenses resulting from work related injuries.

(c) **Taxes.** Contractor shall be solely responsible for the payment of all taxes, withholding payments, penalties and fees (including, without limitation, workers' compensation and FICA), fringe benefits, and contributions to insurance and pension or other deferred compensation plans, with respect to the consideration paid to Contractor under this Agreement, and for the filing of all necessary documents, forms and returns pertinent to the foregoing.

(d) **Costs & Expenses.** Contractor shall not incur any cost or expense for which related to incidentals and Contractor's equipment for which Company shall be responsible. Contractor agrees to be responsible for all costs or expenses incurred by Contractor.

(e) **No Authority.** Contractor's authority hereunder shall extend only to performance of the Services. Contractor is not authorized to enter into or execute any contract, order, or other commitment or to otherwise obligate the Company in any manner.

(f) **Liability.** Contractor shall take all precautions necessary and shall be responsible for the safety of Contractor's work hereunder. All Services shall be performed at Contractor's own risk. Contractor shall be responsible for any loss of or damage to materials, personal possessions, or other articles of Contractor or Company used or held for use in connection with Contractor's Services hereunder. Contractor shall be responsible to obtain and maintain any insurance required to cover the foregoing risks and any other risks associated with her performance of this Agreement.

(g) **Ownership of Creative Works.** Company has created, owns, or has the rights to use various intellectual rights related to the Company's products/services, the Company website and all written materials and audio/visual materials and recordings related to the Company products/services. Company hereby retains Contractor to perform certain services, pursuant to the instructions and timetable as agreed upon between Company and Contractor pursuant to this Agreement. All such renditions and work, including all derivative works, variations and modifications of the same, created by Contractor pursuant to this Agreement, now and hereafter, are collectively referred to as the "Creative Works". Company and Contractor expressly understand and agree that all Creative Works created by Contractor pursuant to this Agreement shall be considered works made for hire by Contractor for Company and that they, and all Ownership Rights, as defined below, shall be owned by and remain exclusively the property of the Company and its assigns. To the extent any or all of the foregoing, under applicable law, may not be considered works made for hire by Contractor for Company, Contractor hereby unconditionally transfers, assigns, grants and conveys to Company, forever (or for the longest period of time otherwise permitted by law), all of Contractor's right, title, interest, tangible and intangible property, benefits, powers, privileges, claims and demands of every kind and nature, whatsoever throughout the world, in and to said Creative Works, individually and collectively, without the necessity of any further consideration. For purposes of this Agreement, "Ownership Rights" means all registered and unregistered rights in copyrights, patents, patent rights, shop rights, trademarks, service marks, trade names, goodwill pertaining to the foregoing, rights under the laws of the United States, foreign countries and international conventions, registration rights, pending application rights, renewals, assignments and

extensions of the foregoing, trade secret rights, contract rights, and other intellectual property rights, that relate to or arise from the Creative Works or materials. Contractor shall have no ownership or other rights in the Creative Works or materials without the express written consent of the Company.

## **5. Term; Termination.**

(a) ***Term of Agreement.*** The term of this Agreement shall be as set forth on Exhibit A.

(b) ***Termination.*** Company and Contractor may terminate this Agreement at any time in their sole discretion.

(c) ***Effect of Termination.*** Upon termination of this Agreement, (1) there shall be no further or additional liability upon any party for payments or Services beyond the effective date of termination and (2) Company shall pay Contractor all compensation earned by Contractor prior to the date of termination.

## **6. Contractor's Representations and Warranties.** Contractor hereby represents and warrants to Company that:

(a) All Services will be performed in a professional and competent manner; he/she has all requisite power and authority to enter into this Agreement and to carry out its provisions; and this Agreement has been duly authorized and validly executed and delivered by Contractor; and

(b) In the performance of Services hereunder, Contractor shall obey and comply with all relevant local, state and federal laws and regulations.

**7. Indemnification.** Contractor hereby agrees to indemnify, protect, defend, and hold harmless Company and its managers, officers, agents, employees and assigns (collectively, the “Indemnified Parties”) from any loss, damage, expense, including attorney’s fees and expert expenses, or liability they may suffer or incur as a result of claims or demands made against the Indemnified Parties that arise out of Contractor’s provision of the Services.

**8. Confidential Information.** Contractor recognizes and acknowledges that Contractor will, from time to time, come into possession of or have access to information, which Company deems proprietary and confidential to its business operations and interests. Such information includes, but is not limited to, trade secrets, technical data, ideas, processes, documents, business plans and methods, compatibility matching systems, compatibility profiles, relationship questionnaires, financial information, marketing information, communications, writings, drawings, layouts, designs, marks, statements, advertisements, photographs, slogans, human resource material and information, client lists, client information and Company product or service information and any and all other information deemed confidential or proprietary by the Company. This proprietary and confidential information shall be referred to herein collectively as “Confidential Information” and shall include any and all similar work products created, developed or obtained as part of providing the Services.

**9. Use and Disclosure of Confidential Information.** Contractor recognizes and acknowledges that the Confidential Information of Company (whether now existing or developed by the Company hereafter) is a valuable and unique asset of, and is owned by, the Company and/or Company’s assigns. Therefore, Contractor shall not, during, or at any time after termination of this Agreement or the provision of Services disclose any

Confidential Information, or any part thereof, to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever, or use the Confidential Information for its own commercial purposes, or for the commercial purposes of any affiliates, subsidiaries, parents, employees, shareholders, directors, officers, members, managers, agents or representatives of the Contractor or of any person or entity in which the Contractor shares an ownership or beneficial interest, without the express and prior written permission of Company, which may be withheld or delayed for any reason. Contractor will not post, copy, modify, transmit, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way any Confidential Information or other copyrighted material, trademarks, or other proprietary information accessible via the Services, without first obtaining the prior written consent of the owner of such proprietary rights.

**10. Restrictions on Competition.** Covenant Not to Compete. From the Effective Date and for two (2) years following the termination of Contractor's business relationship with Company, Contractor shall not engage in activities that directly compete with the business of Company in any geographic area in which Company does business or sells products. The business of the Company and Competitive Activities includes (but is not limited to) coaching services.

(a) Additionally, Contractor shall not own, directly or indirectly, manage, operate, join, or control, or participate in the ownership, management, operation, or control of any business entity that may perform Competitive Activities within the Geographic Area. Company and Contractor further acknowledge and agree that the covenants laid out herein shall not restrict Contractor to engage in a common

calling and profession, provided such calling and profession is not a Competitive Activity.

(b) **Covenant Not to Solicit Contractors, Opportunities, or Customers.** From the Effective Date and for two (2) years following the termination of Contractor's business relationship with Company, Contractor shall not (i) hire or solicit any employee of Company or independent contractor engaged by Company to leave the employment or engagement of Company, or (ii) take, solicit, entice, or refer to third party any business opportunities specifically relating to Company's business of coaching., or (iii) take, solicit, or entice any customers, clients, accounts, or similar opportunities to terminate their relationship with the Company.

(c) **Remedies.** In the event of a breach or threatened breach by Contractor of the covenants set forth in this Section 9, Company shall be entitled to an injunction restraining Contractor from engaging in the activities prescribed in this Agreement. Contractor agrees that a violation of the covenants set forth in this Section 9 will cause immediate and irreparable damage to the Company. Nothing contained herein shall prohibit Company from also pursuing any other remedies available at law, and no action by Company in pursuing any other remedies shall constitute an election to forego other remedies.

(d) **Reasonableness.** The parties hereby acknowledge and agree that this Section 10 is reasonable and valid in geographical and temporal scope and in all other respects.



## 11. Miscellaneous.

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Utah, without reference to principles governing choice or conflicts of law. Venue for any action relating to this Agreement shall be the courts of the State of Utah.

(b) **Assignment.** This Agreement may not be assigned or transferred by Contractor to any person. Should such an assignment or transfer take place, this Agreement shall automatically become void.

(c) **Entire Agreement.** This Agreement and the Exhibit attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter contained herein and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to the specific Services outlined hereby. No representation, oral or written, modifying or contradicting the terms of this Agreement have been made by any party except as contained herein. This Agreement may not be amended, modified or cancelled except as provided herein or by written agreement signed by both parties.

(d) **Cooperation.** Contractor agrees to execute any and all documents requested by the Company to confirm and effectuate the foregoing provisions.

(e) **Enforcement.** In the event of any default under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred by virtue of such default from the non-prevailing party.

(f) **Counterparts and Delivery.** This Agreement may be executed in counterparts, each of which, when executed shall be deemed an original and all of which together will be deemed one and the same instrument. Execution of counterparts of this Agreement may be delivered by facsimile or email.

**12. Non-Disparagement.** Contractor agrees not to make any derogatory, negative, disparaging or harmful comments about the Company or any of its past or present contractors, employees, members, managers, shareholders officers, directors, agents, or representatives.

Contractor further agrees not to engage in any unlawful conduct that has the effect of interfering with the Company's business relationships with its current or prospective clients, vendors, or other commercial relationships. The parties agree that the terms set forth in this paragraph 12 are material terms and that a breach of this paragraph 12 shall constitute a breach of the entire Agreement. The breach of this non-disparagement provision by Contractor shall give rise to a cause of action by the Company against Contractor for injunctive relief.

[signatures on next page]

In Witness Whereof, the parties hereto have executed this Agreement effective as of the date first set forth above.

Company: Workman Success Systems, L.L.C.

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By: Verl Workman

Its: Manager Contractor:

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By: \_\_\_\_\_

Workman Success Systems LLC  
5330 S. 900 E. Ste 250  
Salt Lake City, UT 84117

# EXHIBIT A

## SERVICES

Subject to such restrictions, limitations and requirements as may be communicated to Contractor from time-to-time by Company, Contractor shall provide services to clients of the Company including but not limited to the following:

1. Personal Coaching and consulting (all of the duties of a professional coach) as outlined in the private coaching agreement signed by the client.

**Contractor agrees to:**

- Schedule and conduct two (2) Zoom calls per month with each client.
- Schedule and conduct one (1) Zoom group coaching call per month with all active clients.
- Provide clients with regularly scheduled calls at the same day and time each month.
- Schedule and send reminders to all clients prior to scheduled calls via WorkBench or Acuity.
- Record monthly calls and rename as instructed per Company guidelines.
- Input notes from call within 24 hours of completed calls into proper location in WorkBench platform.
- Respond to client's general requests (text, email or WorkBench) within a timely fashion and submit notes of communication to WorkBench.

2. Contractor coaches exclusively for the Company.
3. Commit to coach a minimum of ten (10) private coaching clients at any given time.
4. Commit to adhere to the core values of the Company.
5. Share ideas and concepts with other coaches and Company staff in order to assist mutual clients. Once shared, Company reserves the right to utilize the concept, share and potentially monetize from it.
6. Video, social media, recordings, etc. created by or for Company become the property of Company. In addition, the contractor hereby licenses Company to utilize product or content in any way desired.

**Additional Coach Responsibilities:**

- If a Contractor collects pay from a client that is charged back due to missed calls or lack of communication by Contractor and it is determined by Company management that the client is not at fault, Company reserves the right to deduct paid amount from future coaching payroll.
- Lead a minimum of ONE Role Play call PER MONTH as requested.
- Attend live coach training events in Salt Lake City, Utah (or other locations if deemed appropriate) 2 times a year and attend Mastermind events as possible.

## COMPENSATION

During the term of this agreement, compensation for Services will be as follows:

### 1. Coaching

Company charges 20% (twenty percent) for sales/on-boarding expenses from all coaching fees paid to Company. Thereafter, the remaining 80% shall be divided per the following scale:

#### COACH PAY

Coach pay is based on the Contractor coaching level with the company. As the Contractor moves up in level they also move up in pay. All current clients and any new clients will be paid per coach level.

- Coach: 30%
- Senior Coach 35%
- Master Coach: 40%

**Example:** A Coach with 3 clients at 30% that moves to Senior Coach will be paid 35% on all clients after they progress through the coaching levels.

**Example:** \$850 client: less 20% (\$170) = \$680; coach pay is 30% or \$204.00

Contractors are paid once a month on the 20th day of each month for the previous month of coaching.

\*In the event there is a revenue share with a company or brand, the revenue share is calculated on the full coaching fee. Contractors will be paid their percentage after the revenue share and Company overhead/expenses are deducted.

\* Company reserves the right to adjust coach compensation and do a revenue share. Contractor may choose to opt out of taking on revenue share clients.

## TRAINING REQUIREMENTS

### **Coach Types:**

A) A team leader or real estate agent who is or has been a Company client and is now being on-boarded as a coach.

B) A professional coach or trainer that does not actively list and/or sell real estate but has the skills and experience to be a Company coach.

A complete checklist of what is to be completed will be launched in WorkBench with your new coach onboarding process.

Both A and B Coach types will complete the following, including but not limited to:

- Complete Training Center Programs (AMP, BAM, SLAM, RAMP, Facilitator Program, Coach On boarding videos, etc.).
- Complete audit of last/most recent live coach training event.
- Complete a personal business plan and agile for their 'coaching business/training'.

- Attend LIVE Role Play Sessions.
- Attend/audit Team Leader Coaching Sessions.
- Attend at least one LIVE Coach Training event.
- Attend Friday Coach Training Calls.
- Complete all Company training, Workman Way Playbook.
- Complete DISC Certification course
- Show proficiency in Company systems and have completed training requirements.

Additionally, Coach Type A must complete the following, including but not limited to:

- Be coached by the Company for a minimum of six (6) months before they start receiving clients at the discretion of the Director of Coaching.
- Review and audit 5 coach coaching calls (live or recorded).

Additionally, Coach Type B must complete the following, including but not limited to:

- Review and audit 24 coach coaching calls (live or recorded).



## EXPENSES

### **Coach Training Expenses**

Contractors pay their own travel expenses to and from Salt Lake City, Utah (or relevant location of live training) including airfare and hotel. Company will pay for most onsite and/or event related food once the contractor arrives in Salt Lake City.

Additional attendees if requested by Contractor to attend live coach training will be \$599.00 per person to cover event costs, food and entertainment based on availability.

### **TERM**

This Agreement shall commence on the Effective Date and shall continue for a one (1) year period from the Effective Date. The term of this Agreement shall be automatically renewed for successive periods of one (1) year each (collectively, the “Term”), upon the same terms and subject to the same conditions as provided herein, or upon new or different conditions as may be mutually agreed to by the parties, unless either party gives the other party written notice that the Term shall not be extended at least ten (10) days prior to the expiration of the Term. Upon termination of this agreement, The Contractor will no longer be paid a commission for services performed by Employees or Contractors of The Company.

## Exhibit A Approvals

Company: Workman Success Systems, L.L.C.

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By: Verl Workman

Its: Manager Contractor:

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By: \_\_\_\_\_