The Leadership Practice, Psychology Consultations Inc.

Sibylle Georgianna, Ph.D., CEO

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Laguna Niguel, CA 92677

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This Coaching Agreement (this "Agreement") is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019 by and between The Leadership Practice, Psychology Consultations Inc., ("Coach") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”). This Agreement sets forth the general terms and conditions under which Coach will provide coaching services for the Client.

1. Services and Payment. Coach shall perform the coaching services specified in the Statement of Work attached hereto (the "Services"), and Client shall compensate Coach for those services as also specified in the Statement of Work, which may be amended by the parties from time to time.

2. Ownership; Rights; Proprietary Information; Publicity.

Coach hereby irrevocably transfers and assigns any and all of its right, title, and interest in work product resulting from the Services (collectively, the “Deliverables”) to Client. Deliverables will be the sole property of Client and Client will have the sole right to determine the treatment of any Deliverables, including the right to keep them as trade secrets, to file and execute patent applications on them, to use and disclose them without prior patent application, to file registrations for copyright or trademark on them in its own name, or to follow any other procedure that Client deems appropriate. The parties expressly agree that the Deliverables shall be considered a work made for hire for Client as that term is defined in Section 101 of the 1976 Copyright Act. Coach will promptly disclose all Deliverables to Client and shall assist Client, at Client’s expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. To the extent allowed by law, Section 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively “Moral Rights”). To the extent Coach retains any such Moral Rights under applicable law, Coach hereby waives such Moral Rights and consents to any action with respect to such Moral Rights by, or authorized by, Client. Coach will confirm any such waivers and consents from time to time as requested by Client.

3. Termination.

Either Coach or Client may terminate this Agreement and all Statements of Work at any time, with or without cause, immediately upon written or oral notice. Client shall upon termination pay Coach all unpaid amounts due only for those Services completed prior to termination. Sections 2 through 6 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration.

4. Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of this Agreement Coach and Client shall be and act as an independent contractor and not as partner, joint venture, or agent of the other and shall not bind nor attempt to bind the other to any contract. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Coach and Client and any employee or agent of Coach. Both parties acknowledge that Coach is not an employee for state, federal or other tax purposes. Coach shall retain the right to perform services for others during this term of this Agreement provided it is not in breach of any provision of this Agreement or any other agreement between the parties hereto. Coach may employ, at Coach’s expense, such assistants and employees as Coach deems necessary to perform the services required of Coach by this Agreement. Client may not control, direct or supervise Coach’s assistants and employees in the performance of these Services. Coach assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and employees and for all state and federal income tax, unemployment insurance, Social Security, worker’s compensation insurance, disability insurance and other applicable withholdings.

5. Confidentiality.

Coach shall maintain, in strict confidence, and shall use and disclose only as authorized by Client, all information of a confidential or proprietary nature (collectively, “Confidential Information”) that Coach receives in connection with the Services performed hereunder. Coach shall require its personnel to agree to do likewise. Client shall take reasonable steps to identify for the benefit of Coach and its personnel all Confidential Information, including by using confidentiality notices in written material where appropriate. These restrictions shall not be construed to apply to: (i) information generally available to the public; (ii) information released by Client generally without restriction; (iii) information independently developed or acquired by Coach or its personnel without reliance in any way on other protected information of Client; or (iv) information approved for the use and disclosure of Coach or its personnel without restriction. Notwithstanding the foregoing restrictions, Coach and its personnel may use and disclose any information: (A) to the extent required by an order of any court or other governmental authority; or (B) as necessary for it or them to protect their interest in this Agreement, but in each case only after Client has been so notified in writing and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

6. Miscellaneous.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof. The parties hereto hereby expressly consent to the personal jurisdiction of the state and federal courts located in Orange County, California, for any lawsuit filed there against either party arising from or related to this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorney’s fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. This Agreement supersedes all prior agreements, whether oral or written, between Coach and the Client.

The Leadership Practice, Psychology Consultations Inc.

Represented by: Sibylle Georgianna, Ph.D.

Title: CEO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

28202 Cabot Road Suite 300

Client/Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Represented by: (Title)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Laguna Niguel, CA 92677 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Statement of Work

Services Provided:

Coach will provide Client with services including Executive Coaching - Sales and Marketing - Operations - Other services as may be agreed to by Coach and Client.

Compensation:

Client will pay Coach at the rate of $200 per 60 minutes, billed in 1/10th of an hour increments. Coach will issue invoices for each coaching session to Client. Client will remit payment within 5 business days upon receipt of each invoice. In the event that Client does not pay Coach the full amount due on any invoice, Coach will have the right to collect interest at the rate of 1½% of any balance that remains outstanding 30 days after the issuance of the invoice.