



**Coaching Agreement
(Independent Contractor)**

This Coaching Agreement (this “*Agreement*”) is effective as of the date signed (the “*Effective Date*”) and is by and between Ace-Up Inc., a Delaware corporation (“*Ace-Up*”), and the individual indicated as the Coach in the signature block below (“*Coach*”).

1. **Services.** Coach will perform coaching and other related services as Ace-Up may request or assign to Coach, and which Coach agrees to perform or so performs for Ace-Up (the “*Services*”), in accordance with Ace-Up’s then current policies, procedures, methodologies, and practices made known to Coach or published on the Platform (defined below in Section 4) (the “*Ace-UP Coaching Policies*”). Certain Services may be documented in a mutually agreed work order in the form of Schedule B (“*Work Order*”). In connection with the Services, Coach will interact with Ace-Up’s clients’ (including executives and employees of such Client organizations) (“*Clients*”), and comply with any Client specific rules, policies, procedures, or practices communicated to Coach (e.g., a Client’s on-site facility rules for Services performed at a Client site).

2. **Compensation.** Ace-Up will compensate Coach as set out in Schedule A (or the applicable Work Order) for Services provided by Coach in accordance with this Agreement. Ace-Up may change the compensation on thirty (30) days’ notice for Services performed thereafter. Upon notice of any such change, Coach can continue to perform the Services or terminate as described below. The compensation described in this Section is the sole consideration due to Coach under this Agreement and fully compensates Coach.

3. **Independent Contractor.** Coach is an independent contractor and not an employee, partner or joint-venture of or with Ace-Up. Nothing contained in this Agreement or any document executed in connection with this Agreement will be construed to create an employer-employee, partnership or joint venture relationship between Ace-Up and Coach. Coach will not represent himself or herself to be, or hold himself or herself out as, an employee of Ace-Up, and Coach acknowledges that Coach will not have the right or entitlement to any of the pension, retirement, medical, insurance or other benefit programs now or hereafter available to the regular employees of Ace-Up. Coach will be responsible for any insurance coverage related to Coach’s performance of the Services, including unemployment. Coach will be responsible for paying all income, social security, withholding and other taxes, if any, required by law to be paid with respect to any consideration received by Coach under this Agreement, and agrees to indemnify Ace-Up for any non-payment thereof. Coach will make no representations, warranties, or commitments binding on Ace-Up without Ace-Up’s prior consent.

4. **Platform.** Ace-up will make available for access and use, and Coach will access and use solely to perform the Services, Ace-Up’s proprietary software-as-a-service technology platform and related data and content (the “*Platform*”) in accordance with the Ace-Up Coaching Policies. As part of the Services, Coach will update data and content in the Platform in connection with Client coaching sessions. All data and content relating to the Platform and any Coaching session are Ace-Up’s and/or its Client’s proprietary and confidential information and subject to the other provisions of this Agreement. Coach will maintain the security of its access credentials to the Platform and is responsible for activities occurring with such credentials. In addition, Coach is responsible for having his/her own hardware, software, telecommunication and networking services to connect to the Internet and Platform. Coach will not (and will not permit anyone to): (a) make the Platform or Ace-Up Coaching Policies available to any third party, (b) resell, lease, distribute, transfer or otherwise make available the Platform or Ace-Up Coaching Policies on a time-sharing or service bureau basis, (c) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Platform to store or transmit malicious code, (e) use or access the Platform in any way that threatens the integrity, performance, or availability of the Platform or and any data or content therein, (f) attempt to gain unauthorized access to the Platform or the data or content stored or processed therein, (g) decompile, disassemble, or reverse engineer the Platform, in whole or in part, (h) use or reference the Platform or Ace-Up Coaching Policies to develop or have developed a competing service or product, or (i) during the term of this Agreement and for a period of 12 months thereafter, independently of the Services or Platform, solicit, offer, coach, or provide services similar to the Services, directly or indirectly, to any Ace-Up Client that Coach becomes aware of through the use of the Platform and Services pursuant to this Agreement; if Coach breaches clause (i) above, Coach will pay Ace-Up twice the value of the amounts paid, directly or indirectly, to Coach in connection with that violation and agrees that Ace-Up will be entitled to attorney’s fees and injunctive relief in connection with any such violation to the extent permitted under applicable law. Ace-Up may restrict or prohibit access to the Platform if Ace-Up reasonably suspects a breach or potential breach.

5. Term and Termination. This Agreement will be effective as of the Effective Date. Either party may terminate this Agreement (or any Work Order) at any time upon written notice to the other party and for any reason, or for no reason. Applicable portions of this Agreement survive any termination or expiration, including Sections 4(a)-(i), 6(f), 8, 9, and 10.

6. Intellectual Property.

- a. Coach and Ace-Up each retain ownership in and to their intellectual property, including without limitation all patent, copyright, trade secret, trademark, and other intellectual property rights therein, existing prior to the Effective Date or arising independently of this Agreement (“**Background IP**”). Coach’s Background IP includes any general coaching know-how, materials, or tools that Coach may have and own prior to the Effective Date, or other materials and tools that Coach created after the Effective Date on Coach’s own time that arose independently of the Platform, the Services and this Agreement, if any. Examples of Coach’s Background IP are set out in Schedule C. Other than Coach’s general coaching know-how and information and recommendations Coach may provide to a Client’s employee receiving coaching Services through the Platform’s messaging functions and features with that individual, Coach will not introduce any Coach Background IP into the Platform or Ace-Up’s business, methodologies, or materials, unless expressly agreed otherwise by Ace-Up in writing.
- b. During or after the term of this Agreement, Coach may use its Background IP, derivative works or improvements of Coach’s Background IP, and any general know-how regarding coaching, so long as it does not breach any provisions of this Agreement, including Sections 4(a)-(i) and 8.
- c. “**Ace-Up Core IP**” means (i) Ace-Up’s Background IP (including without limitation the Platform and Ace-Up Coaching Policies), (ii) Work Product (as defined below), and (iii) all derivative works, modifications, or enhancements of clauses (i) or (ii), whether arising before or after the Effective Date, including any derivative works, modifications or enhancements based on (i) any feedback, suggestions or improvements relating to the Platform or Ace-Up Coaching Policies or (ii) documents, presentations, webinars or other materials arising from any Services created or provided pursuant to a Work Order (the intellectual property described in clauses (i) and (ii), (“**Work Product**”)), provided, however, that Work Product shall not include any of Coach’s Background IP. To the extent any of Coach’s Background IP is used in connection with Work Product, it will be identified as such on the applicable Work Order.
- d. Coach agrees that any and all Work Product will be the sole and exclusive property of Ace-Up and is a work-made-for-hire owned by Ace-Up to the extent applicable. If Coach has any rights in or to the Work Product that are not owned by Ace-Up upon creation or embodiment, Coach hereby irrevocably assigns to Ace-Up all right, title and interest worldwide in and to such Work Product, including any moral rights relating thereto. Except as expressly agreed otherwise by Ace-Up in writing, Coach retains no rights to use the Work Product or any Ace-Up Core IP and agrees not to challenge Ace-Up’s ownership of the Work Product or Ace-Up Core IP.
- e. Unless otherwise agreed in a Work Order, if (i) Coach includes or embodies any Coach Background IP in any Ace-Up Core IP or (ii) any Work Product requires the use of any Coach Background IP, then Coach hereby grants to Ace-Up a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and world-wide right to sublicense, reproduce, make derivative works of, distribute, publicly perform, and publicly display, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights therein. If Coach has any right to the Work Product or any other Ace-up Core IP that cannot be assigned to Ace-Up by Coach, Coach unconditionally and irrevocably hereby grants to Ace-Up an irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense, reproduce, make derivative works of, distribute, publicly perform and publicly display, make, use, sell, import, offer for sale and exercise any and all such rights. The Section does not require Coach to assign or transfer ownership of Coach’s Background IP to Ace-Up, and Coach may freely use its Background IP per Section 6(b) above.
- f. Coach will not remove any proprietary markings on Ace-Up Core IP or Work Product. Coach will execute and deliver (or cause its representatives to execute and deliver) any additional documents deemed reasonably necessary or appropriate to perfect, maintain, protect, or enforce Ace-Up’s rights described above and the intent of this Section.

7. Coach Representations and Warranties. Coach represents and warrants that (a) Coach will provide the Services in a professional manner in accordance with industry standards and Ace-Up Coaching Policies, (b) Coach will fully comply with all applicable local, state and federal laws and regulations in the course of performing Services and interacting with Clients, (c) Coach has the right to grant the rights contemplated in Section 6, and (d) the execution, delivery and performance of this Agreement does not and

will not conflict with any agreement, policy or rule applicable to Coach (e.g., any contracts with current or former employers or other third parties).

8. **Confidential Information.** “*Confidential Information*” means all confidential or proprietary information disclosed by Ace-Up or any Client to Coach in connection with this Agreement. Without limiting the generality of the foregoing, Confidential Information will include, without limitation, the (i) Ace-Up Core IP, (ii) Client confidential or proprietary information made known to Coach, such as personal or business information from or about Client or its employees, (iii) this Agreement, including any associated fees and payments, and (iv) Ace-Up’s business and offerings, including methodologies, pricing, discounts, client lists, and other information. All Confidential Information will be held in confidence by Coach, and Coach will take all steps reasonably necessary to preserve the confidentiality of the Confidential Information. Confidential Information will not be used or disclosed by Coach for any purpose except (a) as necessary to perform the Services, or (b) as required by law, provided that Ace-Up is given a reasonable opportunity to obtain a protective order prior to any disclosure required by law. In no event will Coach share Confidential Information disclosed to it by one individual with another, including situations where such individuals are employed by the same corporate Client, without Ace-Up’s prior written approval. Coach agrees not to disparage Ace-Up or any of its employees, officers, directors, coaches, or Clients. Each party acknowledges that a breach of this Section may cause irreparable damage, and hereby agrees that the other party will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

9. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF INCOME) BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY’S TOTAL LIABILITY UNDER THIS AGREEMENT WILL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID OR OWED BY ACE-UP TO COACH. NO ACTION OR CLAIM OF ANY TYPE RELATING TO THIS AGREEMENT MAY BE BROUGHT OR MADE BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER SUCH PARTY FIRST HAS KNOWLEDGE OF THE BASIS FOR THE ACTION OR CLAIM.

10. **Miscellaneous.** The waiver or failure of either party to exercise any right will not be deemed a waiver of any further right hereunder. If any provision of the Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be struck and the remainder of the Agreement will remain in full force and effect. Coach may not assign or delegate its rights, duties or obligations under the Agreement without the prior written consent of Ace-Up. Ace-Up may assign all of its rights and obligations under the Agreement to a successor-in-interest as a result of a merger or consolidation or in connection with the sale or transfer of all or substantially all of its business or assets to which the Agreement relates. The Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. The Agreement and the parties’ respective performance hereunder will be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws rules. Any notice provided pursuant to the Agreement will be in writing directed to the address set forth below (or otherwise in the Platform in the case of Coach) and will be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, five (5) days after deposit in the U.S. mails, postage prepaid, certified mail return receipt requested; (c) if sent via overnight courier, upon receipt; or (d) if sent by email to Coach, upon delivery. Any and all provisions in the Agreement which would reasonably be expected to survive the termination or expiration of the Agreement will survive and be enforceable after such termination or expiration. Neither party will be liable for any delay or failure in performing hereunder (except for any obligations to make payments to the other party hereunder) if caused by fire, accident, labor trouble, weather condition, communications or utilities failure, act of God, armed conflicts, or any other cause of like character beyond such party’s reasonable control, provided that the party so affected makes every reasonable effort to promptly resume performance. The party so affected will give prompt written notice to the other party stating the period of time the occurrence is expected to continue. The Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof and supersedes all prior proposals and agreements between the parties relating to this subject matter; however, this Agreement will not affect previously executed agreements between the parties relating to a different subject matter or a prior project previously completed. The Agreement may not be modified or altered except as expressly provided or by written instrument duly executed by both parties. The Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Coaching Agreement to be executed as an agreement as of the date first written above.

ACE-UP, INC.

By: _____
Name: Will Fossier
Title: President

COACH:

Name:
Address:

Schedule A

Compensation

Service	Value
One-on-one Session	\$[]
Group Session	\$[]

Schedule B

Form of Work Order

This Work Order, effective as of [_____] (“**WO Effective Date**”), is made by and between Ace-Up, Inc., a Delaware corporation located at 55 Court Street, 2nd Floor, Boston, MA 02108 (“**Ace-Up**”) and the individual identified below (“**Coach**”). This Work Order incorporates and is governed by the Coaching Agreement previously executed by Ace-Up and Coach (the “**Agreement**”). Capitalized terms not defined in this Work Order have the meaning given in the Agreement.

In addition to the other Services under the Agreement, Coach agrees to perform the Services and provide the Work Product described below for the fees indicated below.

Work Order Project/Service Description	
Work Product	
Schedule (including Work Product due date)	
Coach’s Background IP included in Work Product	[None, unless otherwise specified]
Fees and Payment Terms	[[_____] payable net 30 days after completion and acceptance of the Services and Work Product.]

By signing below each party agrees to be bound by this Work Order.

Ace-Up, Inc.

Coach:

By: _____

Print Name and Title: _____

Print Name: _____

Date: _____

Date: _____

Schedule C

Examples and Categories of Intellectual Property

Without limiting or expanding Section 6 of the Agreement, the following illustrates some examples of different categories of intellectual property.

Coach's Background IP

- Documents and other materials or content that Coach previously developed prior to Coach's performance of Services under this Agreement
- Documents, tools, templates, and other materials that Coach uses for one-on-one coaching that Coach previously created outside of this Agreement
- Coaching documents, tools, templates and materials that Coach created on his/her own time without use or reference to Ace-Up's intellectual property

Coach retains ownership in and to Coach's Background IP. A license is granted to some of this Background IP so that Ace-Up can continue servicing Ace-Up's Clients.

Ace-Up Background IP

- Ace-Up's technology Platform to support coaching
- Ace-Up's coaching methodology and content for one-on-one or group coaching sessions, which all or most Ace-Up coaches use

Ace-up retains ownership in and to Ace-Up's Background IP. A license is granted to this Background IP so that Coach can perform Services for Ace-Up (and its Clients).

Work Product

- Group training materials and content that Coach *newly* and specifically created for Ace-Up and/or Ace-Up clients (excluding Coach's Background IP, such as materials and content previously developed by Coach)
- Materials that Coach *newly* develops for Ace-up or its Clients (excluding Coach's Background IP)

Additional Examples: Training Program

- If Coach is asked to deliver a training program for a specific client using *only* Ace-Up's existing training materials, then such training materials are Ace-Up's Background IP and owned by Ace-Up.
- If Coach is asked to deliver a training program using a combination of Ace-up's existing materials for pages 1-25, and to provide 5 pages of additional materials using materials previously prepared by Coach independently of this Agreement, then
 - The first 25 pages are Ace-Up's Background IP
 - The 5 pages of Coach's materials are Coach's Background IP owned by Coach and licensed to Ace-Up
 - As part of the Work Order for these 5 pages, the Coach should identify and summarize this Coach Background IP; and in the applicable training program, the Coach should segregate Coach's Background IP into an appendix or other separate section, so that the portion owned by Coach is clear.
 - The Coach's Background IP is licensed to Ace-Up pursuant to the Agreement, including Section 6(e). However, as and if expressly provided in a Work Order, the clearly identified Coach

Background IP may be limited to use for specific clients and/or sessions relating to Coach's Services.