



**COMPASS LIFE AND BUSINESS DESIGNS, INC.  
COACH AGREEMENT**

THIS AGREEMENT ("Agreement") is made by and between Compass Life and Business Designs, Inc., a California corporation with its principal place of business at 5655 Silver Creek Valley Road, Suite 403, San Jose, CA 95138 ("Company"), and Compass Coach ("You").

The Company has developed, and continues to develop, a distinctive system relating to Compass Life and Business Designs coaching services designed to provide lifestyle solutions to women (the "System");

The System includes, without limitation, a highly specific, customized coaching program; specialized training programs; exclusive Personal Development Network, blogs, and workshops; and distinctive marketing and promotional programs and materials, all of which may be changed, improved and further developed by the Company from time to time, and is identified by certain service marks, trademarks, trade dress, logos, emblems, and indicia of origin, including, but not limited to, the marks "Compass Life and Business Designs", "Remodel Your Reality," and "Abundance Intelligence", as are now designated and may hereafter be designated by the Company in writing for use in connection with the System (collectively, the "Proprietary Marks");

You desire to offer Compass Life and Business Designs coaching services under the Company's System and Proprietary Marks.

**NOW, THEREFORE**, the parties, in consideration of the undertakings and commitments of each party to the other party set forth in this Agreement, agree as follows:

1. Coaching Services. The Company grants to You the right and You undertake the obligation, upon the terms and conditions set forth in this Agreement, the Compass Coach Rules of Engagement and in the Company's coach policies and procedures manual ("Policies & Procedures Manual"), to offer and sell Compass Life and Business Designs services under the Proprietary Marks and System ("Coaching Services"), and to use the Proprietary Marks and the System, as they may be changed and improved from time to time at the Company's sole discretion, solely in connection therewith. The Company grants You a non-exclusive, non-transferable, revocable license to use the Proprietary Marks in offering the Coaching Services as provided in this Agreement and the Compass Coach Policies and Procedures Manual (the "Manual") .
2. Term. The Company reserves the right to terminate your Compass Coach status in its sole discretion in writing by the Company.
3. Our Obligations. The Company has the following obligations to You under this Agreement:
  - 3.1. The Company will provide You with the training set forth in Section 4 (Training) below;
  - 3.2. The Company will pay You the commissions set forth in Section 7 (Commissions) below; and
  - 3.3. The Company will post on the Company Website (as described in Section 11 (Websites) below) a copy of its Manual, which the Company may change from time to time in its sole discretion. The Company will promptly post any changes to the Manual on the Company Website.
4. Training. You will attend ongoing self-guided training programs as the Company may require from time to time. In addition, You may voluntarily participate in ongoing training seminars that will be provided by the

Company in its sole discretion. The Company will also provide You with access to Compass Client Programs and facilitator training and additional training programs as the Company determines. You are responsible for any and all expenses incurred by You in connection with attending all training programs.

5. Coach Registration. You must purchase the Company's Coach Registration at the then-current price set forth in the Policies & Procedures Manual..

6. Certification. Prior to signing this Agreement, You must provide evidence, in a manner satisfactory to the Company, that You: (a) have successfully completed a coach training program accredited by the International Coach Federation, or are currently enrolled in a training program and are scheduled to complete the program within six (6) months after the Effective Date. In some instances, work experience in some fields will be accepted. This will be determined by The Company.

7. Commissions. Each month, the Company will pay You commissions at the rates and on the terms provided for in the Manual based on (a) total Activation Fees received by the Company from the Clients; (b) total monthly Membership Fees received by the Company from the Clients; and (c) total monthly Shared Revenue. All capitalized terms are defined in the Manual. These commissions are not wages and shall not be construed as such as You are and shall remain throughout the Term and any Renewal Term of this Agreement, an independent contractor. not an employee of the Company.

By the 15th day of each month, Compass will pay to you a commission based on the Compass Profit Plan. In order to receive your commission check, you must send your coaching group report to Compass no later than the end of the current month. You will see a graphic on the home page of your coach back office to submit your reports beginning on the 20th of the month. By clicking the graphic and submitting the report, you are testifying to Compass that you have conducted all of your advanced and master groups for the month and have met the Compass Coach Policies and Procedures. Compass will give you 30 days to submit back reports. If no reports are received during this 30 day grace period, you will be removed from the PDN as a Compass Coach and your coaching group clients will be reassigned by Compass to another coach. Compass allows coaches only 1 grace period during their time as a Compass Coach.

8. Servicing Clients. You will use your best efforts to provide the Coaching Services under this Agreement and to market and promote your Coaching Services and enroll and retain clients for your business ("the Clients"). You will participate in monthly group coaching sessions, by teleconference, with the Clients who are eligible, as set forth in the Manual. You will at all times comply with the International Coach Federation Code of Ethics as set forth at [www.coachfederation.org](http://www.coachfederation.org).

9. Operating Standards and Specifications. You will offer the Coaching Services in strict conformity with the Company's methods, standards, and specifications as the Company may from time to time prescribe in its Manual or otherwise in writing. You will refrain from deviating from the standards, specifications, and procedures without the Company's prior written consent.

10. Advertising and Promotional Materials. All advertising and promotion by You will be in such media and of such type and format as the Company may approve, will be conducted in a dignified manner and will conform to the standards and requirements the Company may specify. You will not use any advertising or promotional plans or materials unless and until You have received written approval from the Company as set forth in the Manual.

11. Websites. The Company maintains a World Wide Web site ("Company Website") at [www.MyLifeCompass.com](http://www.MyLifeCompass.com) and has the right to promote the System, your Coaching Services, and other Compass Life and Business Designs coaches as the Company determines in its sole discretion. You may maintain your own website and have the right to include a link on your Website to the Company Website, but You must obtain our prior written approval for any other content on your website that refers to or discusses the Company or the Compass Life and Business Designs System or Proprietary Marks.

12. Prohibition on Raiding and Cross-Solicitation.

12.1 The Company takes seriously its responsibility to protect the livelihood of its coaches and the hard work invested to build a coaching network. Raiding and solicitation actions in which coaches seek to raid and solicit Compass distributors, coaches and clients to non-company services and to other distributorship or coaching opportunities severely undermines the Company's coaching program, interferes with the relationship between the Company and its distributors and coaches and destroys the livelihood of other distributors and coaches who have worked hard to build their own business, the business of their sales force and benefits they have earned by helping to build a coaching network. Therefore, You will not directly or indirectly sell to nor solicit from other Compass Life and Business Designs distributors, coaches or The Clients any non-company services, or in any way promote to other Company distributors, coaches or the Clients the coaching programs of other coaching companies at any time. You will not engage in any recruiting or promotion activity that targets Compass Life and Business Designs distributors, coaches or the Clients for opportunities or products of other coaching businesses, either directly or indirectly, by yourself or in conjunction with others, nor will You participate, directly or indirectly, in interference, raiding or solicitation activity of Compass Life and Business Designs distributors, coaches or the Clients for other coaching opportunities. Unless approved in writing by the Company, this prohibition includes sales or solicitation of non-company services at meetings organized by the Company for promotion, training, recruitment, demonstration, etc. This prohibition on targeting, interference, soliciting and raiding will be in effect during the term of this Agreement and for a period of one (1) year after the termination of this Agreement. For the term of this Agreement and for one (1) year after termination of this Agreement, You will not, directly or indirectly, recruit any of the Company's distributors, coaches or the Clients to join other coaching companies nor solicit, directly or indirectly, the Company's distributors, coaches or the Clients to purchase services or in any other way interfere with the contractual relationships between the Company and its distributors or coaches or the Company and the Clients.

12.2 Although Compass welcomes its coaches to develop more extensive one on one relationship with Compass clients that Compass introduces to each of its coaches, Compass coaches are specifically prohibited from soliciting Compass clients to "group offerings" that are not officially sanctioned and sponsored by Compass. Such solicitation is an activity which is a breach of this Agreement, and therefore, will be grounds for termination of this Agreement.

### 13. Proprietary Marks.

(a) The Company is the owner of all right, title, and interest in and to the Proprietary Marks and has taken and will take all steps reasonably necessary to preserve and protect the ownership and validity of the Proprietary Marks. You will use only the Proprietary Marks designated by the Company, and will use them only in the manner authorized and permitted by the Company as set forth in this Agreement and the Manual. The Company reserves the right in its sole discretion to modify, add to or discontinue use of the Proprietary Marks, substitute new or different proprietary marks for use in identifying the System and you agree to comply with such changes, revisions or substitutions at Your cost and expense. Unless otherwise authorized or required by the Company, You will operate and advertise the Coaching Services only under the name "Compass Life and Business Designs" or "Compass, Inc.". In addition, You will not use the Proprietary Marks to incur any obligation or indebtedness on behalf of the Company, nor attempt to register or obtain any interest in any Internet domain name or URL containing any of the Proprietary Marks or any other word, name, symbol or device which is likely to cause confusion with any of the Proprietary Marks. You will, at Company's execute any documents deemed necessary by the Company to obtain protection for the Proprietary Marks or maintain their continued validity and enforceability. During the Term of this Agreement and any Renewal Term you agree not to contest the Company's ownership of the Proprietary Marks, their validity or the Company's right to use or license others to use the Proprietary Marks. Any goodwill arising from your use of the Proprietary Marks will inure solely and exclusively to the benefit of the Company.

(b) You will promptly notify the Company of any suspected unauthorized use of the Proprietary Marks, any challenge to Your use of the Proprietary Marks, or to their validity or the Company's ownership of or right to use and license others to use the Proprietary Marks. You acknowledge that the Company has the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. The Company has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. The Company will defend You against any third-party claim, suit, or demand arising out of Your use of the Proprietary Marks. If the Company, in its sole discretion, determines that

You have used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by the Company. If the Company, in its sole discretion, determines that You have not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, and your out-of-pocket costs will be borne by You. In the event of any litigation relating to Your use of the Proprietary Marks, You will execute any and all documents and do such acts as may, in the opinion of the Company, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action.

14. Confidential Information. You will not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person or legal entity any confidential information, knowledge or know-how concerning the methods of operation of the business granted hereunder, including, without limitation, the Company's Manual and the Company's training and coaching methods and materials, which may be communicated to You or of which You may be apprised by virtue of your operation under the terms of this Agreement ("Confidential Information"). You must also maintain the confidentiality of the names and contact information of the Clients, and the content of all coaching sessions, whether in person or by teleconference. Any and all information, knowledge, know-how, techniques and other data which the Company designates as confidential will be deemed confidential for purposes of this Agreement.

15. Minimum Insurance Requirements. Prior to starting any activities under this Agreement, You must procure and maintain at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement), at your expense, an insurance policy or policies protecting You, the Company, and their respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death or property damage, errors and omissions, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the business operated hereunder. You will comply with the minimum insurance requirements set forth in the Policies & Procedures Manual, which the Company has the right from time to time, in its reasonable discretion.

16. Transfer of Interest. This Agreement is not transferable by You under any circumstances. The Company will have the right to transfer or assign this Agreement and all or any part of its rights or obligations in this Agreement to any person or legal entity without notice to You, and any designated assignee of the Company will become solely responsible for all obligations of the Company under this Agreement from the date of assignment.

17. Termination. The Company will be entitled to terminate this Agreement for cause, at its option, based on your default of any material provision in this Agreement or the Company's Policies & Procedures Manual (as they may be amended or modified from time to time), effective immediately upon your receipt of written notice from the Company.

18. Obligations On Termination or Expiration. On termination or expiration of this Agreement, all rights granted to You will immediately terminate, and You will immediately cease to offer Coaching Services under this Agreement and will not thereafter, directly or indirectly, represent to the public or hold yourself out as a Compass Life and Business Designs coach. The Company will pay to You all outstanding commissions owing to You by the Company that accrued prior to the date of termination or expiration. The Company will be entitled to offset any amounts owed by You to the Company. You will also comply with all additional post-termination obligations set forth in the Manual.

19. Applicable Law. This Agreement will be interpreted and construed exclusively under the laws of the State of California.

20. Jurisdiction and Venue. All claims, disputes and other matters between the parties of this agreement will be brought in Superior Court of California, County of Santa Clara, in San Jose, California, or in the U.S. District Court for the Northern District of California, in San Jose, California. The Company retains the right to obtain injunctive relief from any court of competent jurisdiction against threatened conduct that will cause it loss or damage, under the usual equity rules.

21. Independent Contractor. The Company and You agree that this Agreement does not create a fiduciary relationship between the Company and You for any purpose, and acknowledge that You will be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, franchisee, partner, employee, or servant of the other for any purpose whatsoever. During the term of this Agreement, You will hold yourself out to the public as an independent contractor.

22. Indemnification. Each party hereto will indemnify and hold harmless the other party and its affiliates, and their respective affiliates, directors and employees against any and all claims, losses, costs, expenses, liabilities and damages arising directly or indirectly from, or as a result of, the other party's acts or failure to act as required under this Agreement or the Policies and Procedures Manual.

23. Miscellaneous.

23.1 Reduction of Scope of Covenants. You understand and acknowledge that the Company will have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 12, or any portion thereof, without Your consent, effective immediately upon receipt by You of written notice thereof; and You agree that You will comply immediately with any covenant as so modified, which will be fully enforceable.

23.2 No Defense. You expressly agree that the existence of any claims You may have against the Company, whether or not arising from this Agreement, will not constitute a defense to the enforcement by the Company of the covenants in Section 12 hereof. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by the Company in connection with the enforcement of Section 12 hereof.

23.3 Payment of Taxes. You will promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by You in the operation of your business.

23.4 Permits and Licenses. You will comply with all federal, state, and local laws, rules, and regulations, and will timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of your business.

23.5 Notification of Adverse Action or Violation. You will (a) immediately notify the Company in writing of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect your operation or financial condition under this Agreement and (b) furnish to the Company within two (2) business days after receipt thereof, a copy of any violation or citation which indicates Your violation of any local law, regulation, or ordinance related to this Agreement.

23.6 No Authority to Contract. Nothing in this Agreement authorizes You to make any contract, agreement, warranty or representation on the Company's behalf, and the Company will in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor will the Company be liable by reason of any act or omission of You in Your operation of the business hereunder or for any claim or judgment arising therefrom against You or the Company.

23.7 No Waiver. No failure of the Company to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by You with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms of this Agreement, will constitute a waiver of the Company's right to demand exact compliance with any of the terms of this Agreement.

23.8 Notices. Any and all notices required or permitted under this Agreement will be in writing and will be personally delivered, sent by any means which affords the sender evidence of delivery or rejected delivery (including, without limitation, courier service or facsimile), which will not include electronic communication, such as e-mail, to the respective parties to the address on file, unless and until a different address has been designated by written notice to the other party:

Any notice by a means which affords the sender evidence of delivery or rejected delivery will be deemed to have been given and received at the date and time of receipt or rejected delivery.

23.9 Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire Agreement between the Company and You concerning the subject matter of this Agreement, and supersede any prior agreements, no other representations having induced You to sign this Agreement. Except for those permitted to be made unilaterally by the Company hereunder, no amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and signed by their authorized officers or agents in writing.

23.10 Severability. If, for any reason, any provision and/or covenant in this Agreement is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court having valid jurisdiction, this will not impair the operation of, or have any other effect upon, such other parts, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the invalid parts, provisions, and/or covenants will be deemed not to be a part of this Agreement.

23.11 Survival. Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination or assignment of this Agreement (regardless of cause for termination), will survive such expiration, termination or assignment, including, but not limited to, Sections 12 (Prohibition on Raiding and Cross-Solicitation of Products), 14 (Confidential Information), and 18 (Obligations On Termination or Expiration).

23.12 Independent Investigation. You have conducted an independent investigation of the rights granted in this Agreement, have had ample opportunity to seek appropriate legal counsel to advise You as to your rights and obligations hereunder, and recognize that your success depends to a material extent upon the ability of You as an independent businessperson, as well as other factors. The Company expressly disclaims the making of, and You acknowledge that You have not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement, and that You have not entered into this Agreement in reliance upon such representation.