



PLAYER2PLAYER CONTRACTOR AGREEMENT

This Player2Player Contractor Agreement (the "Agreement") is entered into by and among Player2Player LLC (the "Company") and _____ (the "Coach") and _____ [Fill in if Coach is under 18 years of age or cross out if N/A], as parent/guardian of the Coach if the Coach is under 18 years of age (the "Guardian") (the Coach and the Guardian, when applicable, shall be collectively referred to herein for all purposes as the "Coach").

The Company is a technology service company that provides lead generation to independent providers of peer to peer athletic coaching services using the Player2Player Services (as defined below). The Player2Player Services enable an authorized coaching services provider to seek, receive and fulfill requests for athletic coaching services from an authorized user of Company's web-based desktop and mobile applications. The Coach desires to enter into this Agreement for the purposes of accessing and using the Player2Player Services.

Coach or Service Provider agree that Company is a technology services provider that does not provide athletic coaching services.

In order to use the Player2Player Services, the Coach must agree to the terms and conditions that are set forth below. Upon the Coach's execution (electronic or otherwise) of this Agreement, the Coach and the Company shall be bound by the terms and conditions set forth herein.

1. Definitions

- a) "Affiliate" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights of such entity.
- b) "Coaching Services" means your provision of peer to peer coaching services to Users via the Player2Player Services in the Territory using the Equipment.
- c) "Company Data" means all data related to the access and use of the Player2Player Services hereunder, including all data related to Users (including User Information), all data related to the provision of Coaching Services via the Player2Player Services and the Player2Player App.
- d) "Company Equipment" means any athletic equipment owned or controlled by the Company that is leased to you to use as Equipment.

- e) "Equipment" means your athletic related equipment (ex. balls, cones, lacrosse sticks, etc.) that meets the then-current Company requirements for equipment as provided in the then-current Coaching Manual
- f) "Player2Player Services" means Company's lead generation and related services that enable coaching services providers to seek, receive and fulfill requests by Users seeking to receive peer to peer coaching services, such Player2Player Services include access to the Company's App and Company's software, websites, payment services as described in Section ___ below, and related support services systems as may be updated or modified from time to time.
- g) "Territory" means the city or metro areas in the United States in which the Coach is enabled by the Company App to receive requests for Coaching Services.
- h) "User" means an end user authorized by Company to use the Player2Player web based desktop and mobile applications for purpose of obtaining Coaching Services offered by Company's coaching service providers.
- i) "User Information" means information about a User made available to you in connection with such User's request for and use of Coaching Services, which may include the User's name, User's children's names, address, contact information, and photo.

2. Use of the Player2Player Services

- a) **Company IDs.** Company will issue a Company ID to enable Coach to access and use the Company App on a mobile device and/or desktop computer in accordance with this Agreement. Company reserves the right to deactivate Coach's Driver ID if Coach fails to follow the then-current Coaching Manual.
- b) **Provision of Coaching Services.** Upon issuance of a Company ID, Coach will be able to access the Company App and designate days and times Coach is available to provide Coaching Services. User requests for Coaching Services may appear to you via the Company App or through text message and email for appointments when you have designated yourself as available. If you accept a User's request for Coaching Services, the Player2Player Services will provide you with certain User Information via the Company App, including the User's name, location for the provision of the Coaching Services, and information necessary to schedule the Coaching Services. In order to enhance User satisfaction with the Player2Player desktop and mobile applications and your Coaching Services, it is recommended that you remain flexible with the User to schedule both the time and location of the Coaching Services. You shall not contact any Users or use any User's personal data for any reason other than for the purposes of fulfilling Coaching Services. As between Company and you, you acknowledge and agree that: (a) you shall be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Coaching Services; and (b) except for the Player2Player Services or any Company

Equipment (if applicable), you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform Coaching Services.

- c) **Your Relationship with Users.** You acknowledge and agree that your provision of Coaching Services to Users creates a direct business relationship between you and the User. Company is not responsible or liable for the actions or inactions of a User in relation to you, your activities or your Equipment. You shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from your provision of Coaching Services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a User or third party. You acknowledge and agree that Company may release your contact and/or insurance information to a User upon such User's reasonable request. You acknowledge and agree that, unless specifically consented to by a User, you may not provide Coaching Services to individuals other than a User and any individuals authorized by such User, during the performance of Coaching Services for such User. You acknowledge and agree that all Users should be present when Coach is providing Coaching Services to User's minor children and that Coach should follow all reasonable requests of the User in connection with the provision of the Coaching Services.
- d) **Your Relationship with Company.** You acknowledge and agree that Company's provision to you of the Company App and the Player2Player Services creates a direct business relationship between Company and you. Company does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Coaching Services, your acts or omissions, or your operation and maintenance of your Equipment. You retain the sole right to determine when, where, and for how long you will utilize the Company App or the Player2Player Services. You retain the option, via the Company App, to attempt to accept or to decline or ignore a User's request for Coaching Services via the Player2Player Services, or to cancel an accepted request for Coaching Services via the Company App, subject to Company's then-current cancellation policies. With the exception of any signage required by local law or permit/license requirements, Company shall have no right to require you to: (a) display Company's or any of its Affiliates' names, logos or colors on your Equipment(s); or (b) wear a uniform or any other clothing displaying Company's or any of its Affiliates' names, logos or colors. You acknowledge and agree that you have complete discretion to provide services or otherwise engage in other business or employment activities. For the sake of clarity, you understand that you retain the complete right to; (i) use other software application services in addition to the Player2Player Services; and (ii) engage in any other occupation or business. Company retains the right to deactivate or otherwise restrict you from accessing or using the Company App or the Player2Player Services in the event of a violation or alleged violation of this Agreement, your disparagement of Company or any of its Affiliates, your act or omission that causes harm to Company's or its Affiliates' brand, reputation or business as determined by Company in its sole discretion.

e) Ratings.

- (i) You acknowledge and agree that: (a) after receiving Coaching Services, a User will be prompted by Player2Player's desktop or mobile application to provide a rating of you and such Coaching Services and, optionally, to provide comments or feedback about you and such Coaching Services; and (b) after providing Coaching Services, you may be prompted by the Company App to provide a rating of the User and, optionally, to provide comments or feedback about the User. You shall provide your ratings and feedback in good faith.
- (ii) You acknowledge that Company desires that Users have access to high-quality services via Player2Player's desktop and mobile applications. In order to continue to receive access to the Company App and the Player2Player Services, you must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Company for your Territory, as may be updated from time to time by Company in its sole discretion ("*Minimum Average Rating*"). Your average rating is intended to reflect Users' satisfaction with your Coaching Services rather than your compliance with any of Company's policies or recommendations. In the event your average rating falls below the Minimum Average Rating, Company will notify you and may provide you, in Company's discretion, a limited period of time to raise your average rating above the Minimum Average Rating. If you do not increase your average rating above the Minimum Average Rating within the time period allowed (if any), Company reserves the right to deactivate your access to the Company App and the Player2Player Services. Additionally, you acknowledge that your repeated failure to accept User requests for Coaching Services while you are available in the Company App creates a negative experience for Users of Player2Player's desktop and mobile applications. If you do not wish to accept User requests for Coaching Services for a period of time, you agree that you will so indicate in the Company App.
- (iii) Company and its Affiliates reserve the right to use, share and display your and User ratings and comments in any manner in connection with the business of Company and its Affiliates without attribution to you or your approval. You acknowledge and agree that Company and its Affiliates are distributors (without any obligation to verify) and not publishers of your and User ratings and comments, provided that Company and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Company's or its Affiliates' content policies.

f) Equipment and Devices

- (i) Company encourages you to use your Equipment in providing Coaching Services. Otherwise, if you elect to use any Company Equipment, Company will lease you

Company Equipment, subject to availability, at the then-current lease rates established by Company. You may also be required to provide a deposit upon receipt of any Company Equipment. You agree that (a) Company Equipment may only be used for the purpose of enabling you to provide Coaching Services; and (b) Company Equipment may not be transferred, loaned, sold or otherwise provided in any manner to any party other than you. Company Equipment shall at all times remain the property of Company, and upon termination of this Agreement or your termination or deactivation, you agree to return to Company the applicable Company Equipment within ten (10) days. You agree that failure to timely return any Company Equipment, or damage to Company Equipment outside of “normal wear and tear,” will result in the forfeiture of related deposits.

- (ii) If you elect to use your Equipment: (i) you are responsible for the acquisition, cost and maintenance of your Equipment.
- (iii) You will also be required to have access to a device, whether a desktop computer, tablet, or mobile device (collectively “Your Device”) that has online access that will permit you to access the Company App (either web based or mobile app). Company hereby grants you a personal, non-exclusive, non-transferable license to install and use the Company App on Your Device solely for the purpose of providing Coaching Services. You agree to not provide, distribute or share, or enable the provision, distribution or sharing of, the Company App (or any data associated therewith) with any third party. The foregoing license grant shall immediately terminate and you will delete and fully remove the Company App from the Your Device in the event that you cease to provide Coaching Services using Your Device. You agree that: (i) use of the Company App on Your Device requires an active data plan or internet subscription with a wireless or other internet carrier associated with Your Device, which data or internet plan will be provided by you at your own expense.

3. Coach Requirements

- a) Coach acknowledges and agrees that at all times, you shall: (a) hold and maintain a valid driver’s license, other state issued identification card, or a valid identification card issued by the school that you attend; (b) ensure that you have reliable transportation to and from the location where Coaching Services will be provided; (c) possess the appropriate and current level of training, expertise and experience to provide Coaching Services in a professional manner with due skill, care, and diligence; (d) maintain high standards of professionalism, service and courtesy; and (e) follow the guidelines for Coaching Services provided in the Coaching Manual as it may be amended from time to time. Coach acknowledges and agrees that Coach may be subject to certain background checks from time to time in order to qualify to provide, and remain eligible to provide, Coaching Services. Coach acknowledges and agrees that Company reserves the right, at any time, in Company’s sole discretion, to deactivate or otherwise restrict Coach from accessing or using the Company App or the Player2Player Services if Coach fails to meet the requirements set forth in this Agreement. Coach further acknowledges and confirms receipt of the Coaching Manual.

4. Financial Terms

- a) **Fee Calculation and Coach Payment.** Coach is entitled to charge a fee for each instance of completed Coaching Services provided to a User that are obtained via the Player2Player Services (“Fee”), where such Fee is calculated based upon a base hourly rate (“Hourly Rate”) multiplied by the amount of time spent providing the Coaching Services (“Fee Calculation”). Coach acknowledges and agrees that the Fee provided under the Fee Calculation is the only payment you will receive in connection with the provision of Coaching Services, and that neither the Fee nor the Fee Calculation includes gratuity. Coach: (i) appoints Company as your limited payment collection agent solely for the purpose of accepting the Fee via the payment processing functionality facilitated by the Player2Player Services; and (ii) agree that payment made by User to Company shall be considered the same as payment made directly by User to you.

- b) **Changes to Fee Calculation.** Company reserves the right to change the Fee Calculation at any time in Company’s discretion based upon local market factors, and Company will provide you with notice in the event of changes to the base hourly fee, that would result in a change in the Fee. Continued use of the Player2Player Services after any such change in the Fee Calculation shall constitute your consent to such change.

- c) **Fee Adjustment.** Company reserves the right to: (i) adjust the Fee for a particular instance of Coaching Services (*e.g.*, you inefficiently used your time, you failed to properly end a particular instance of Coaching Services in the Company App, technical error in the Player2Player Services, etc.); or (ii) cancel the Fee for a particular instance of Coaching Services (*e.g.*, User is charged for Coaching Services that were not provided, in the event of a User complaint, fraud, etc.). Company’s decision to reduce or cancel the Fee in any such manner shall be exercised in a reasonable manner.

- d) **Service Fee.** In consideration of Company’s provision of the Company App and the Player2Player Services for your use and benefit hereunder, you agree to pay Company a service fee on a per Coaching Services transaction basis calculated as a percentage of the Fee determined by the Fee Calculation, as provided to you via email or otherwise made available electronically by Company from time to time for the applicable Territory (“*Service Fee*”). In the event regulations applicable to your Territory require taxes to be calculated on the Fee, Company shall calculate the Service Fee based on the Fee net of such taxes. Company reserves the right to change the Service Fee at any time in Company’s discretion based upon local market factors, and Company will provide you with notice in the event of such change. Continued use of the Player2Player Services after any such change in the Service Fee calculation shall constitute your consent to such change.

- e) **No Additional Amounts.** You acknowledge and agree that, for the mutual benefit of the parties, through advertising and marketing, Company and its Affiliates may seek to attract new Users to Player2Player and to increase existing Users’ use of Player2Player’s desktop and mobile

applications. You acknowledge and agree such advertising or marketing does not entitle you to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.

- f) **Taxes.** You acknowledge and agree that you are required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to your provision of Coaching Services as required by applicable law; and (b) provide Company with all relevant tax information. You further acknowledge and agree that you are responsible for taxes on your own income arising from the performance of Coaching Services. Notwithstanding anything to the contrary in this Agreement, Company may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from your provision of Coaching Services and/or provide any of the relevant tax information you have provided pursuant to the foregoing requirements in this Section 4 (f) directly to the applicable governmental tax authorities on your behalf or otherwise.

5. Proprietary Rights; License.

- a) **License Grant.** Subject to the terms and conditions of this Agreement, Company hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Player2Player Services (including the Company App on Your Device) solely for the purpose of providing Coaching Services to Users and tracking resulting Fees. All rights not expressly granted to you are reserved by Company, its Affiliates and their respective licensors.
- b) **Restrictions.** You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Player2Player Services, Company App or any Company Equipment in any way; (b) modify or make derivative works based upon the Player2Player Services or Company App; (c) improperly use the Player2Player Services or Company App, including creating Internet “links” to any part of the Player2Player Services or Company App, “framing” or “mirroring” any part of the Player2Player Services or Company App on any other websites or systems, or “scraping” or otherwise improperly obtaining data from the Player2Player Services or Company App; (d) reverse engineer, decompile, modify, or disassemble the Player2Player Services or Company App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, you shall not, and shall not allow any other party to, access or use the Player2Player Services or Company App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Player2Player Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Player2Player Services; or (iv) attempt to gain unauthorized access to the Player2Player Services or its related systems or networks.

- c) **Ownership.** The Player2Player Services, Company App and Company Data, including all intellectual property rights therein, and the Company Equipment are and shall remain (as between you and Company) the property of Company, its Affiliates or their respective licensors. Neither this Agreement nor your use of the Player2Player Services, Company App or Company Data conveys or grants to you any rights in or related to the Player2Player Services, Company App or Company Data, except for the limited license granted above. Other than as specifically permitted by the Company in connection with the Player2Player Services, you are not permitted to use or reference in any manner Company's, its Affiliates', or their respective licensors' company names, logos, products and service names, trademarks, service marks, trade dress, copyrights or other indicia of ownership, alone and in combination with other letters, punctuation, words, symbols and/or designs (the "PLAYER2PLAYER Marks and Names") for any commercial purposes. You agree that you will not try to register or otherwise use and/or claim ownership in any of the PLAYER2PLAYER Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark, name or title, for any goods and services.

6. Confidentiality.

- a) Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("*Confidential Information*"). Confidential Information includes Company Data, Company IDs, User Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.
- b) Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("*Permitted Persons*") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Company, its internal record-keeping requirements).
- c) Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a

third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

7. Privacy.

- a) **Disclosure of Coach's Information.** Subject to applicable law, Company and its Affiliates may, but shall not be required to, provide to you, a User, an insurance company and/or relevant authorities and/or regulatory agencies any information (including personal information (*e.g.*, information obtained about you through any background check) and any Company Data) about you or any Coaching Services provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between you and a User; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in Company's or any Affiliate's sole discretion, by applicable law or regulatory requirements (*e.g.*, Company or its Affiliates receive a subpoena, warrant, or other legal process for information); (d) it is necessary, in Company's or any Affiliate's sole discretion, to (1) protect the safety, rights, property or security of Company or its Affiliates, the Player2Player Services or any third party; (2) to protect the safety of the public for any reason including the facilitation of insurance claims related to the Player2Player Services; (3) to detect, prevent or otherwise address fraud, security or technical issues; (4) to prevent or stop activity which Company or any of its Affiliates, in their sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity); or (e) it is required or necessary, in Company's or any Affiliate's sole discretion, for insurance or other purposes related to your ability to qualify, or remain qualified, to use the Player2Player Services. You understand that Company may retain your personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated.
- b) Company and its Affiliates may collect your personal data during the course of your application for, and use of, the Player2Player Services, or may obtain information about you from third parties. Such information may be stored, processed, transferred, and accessed by Company and its Affiliates, third parties, and service providers for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Company's and its Affiliates' legitimate business needs. You expressly consent to such use of personal data.

8. Insurance

- a) You agree to maintain during the term of this Agreement workers' compensation insurance as required by all applicable laws in the Territory. If permitted by applicable law, you may choose to insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by applicable law, you may choose not to insure yourself against industrial injuries at all, but do so at your own risk.

- b) Company may maintain during the term of this Agreement insurance related to your provision of Coaching Services as determined by Company in its reasonable discretion, provided that Company and its Affiliates are not required to provide you with any specific insurance coverage for any loss or injury to You. You are required to promptly notify Company of any accidents or injuries that occur while providing Coaching Services and to cooperate and provide all necessary information related thereto.

9. Representations and Warranties; Disclaimers

- a) **By Coach.** You hereby represent and warrant that: (a) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with this Agreement; and (c) you will comply with all applicable laws in your performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide Coaching Services pursuant to this Agreement.

- b) **Disclaimer of Warranties.** COMPANY AND ITS AFFILIATES PROVIDE, AND YOU ACCEPT, THE PLAYER2PLAYER SERVICES AND COMPANY APP ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS AFFILIATES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ACCESS TO OR USE OF THE PLAYER2PLAYER SERVICES OR THE COMPANY APP: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR COACHING SERVICES. COMPANY AND ITS AFFILIATES FUNCTION AS AN ON-DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE USERS WHO MAY REQUEST OR RECEIVE COACHING SERVICES FROM YOU, AND COMPANY AND ITS AFFILIATES DO NOT SCREEN OR OTHERWISE EVALUATE USERS. BY USING THE PLAYER2PLAYER SERVICES AND COMPANY APP, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE PLAYER2PLAYER SERVICES OR COMPANY APP. NOTWITHSTANDING COMPANY'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF YOU FOR THE PURPOSE OF ACCEPTING PAYMENT FROM USERS ON YOUR BEHALF AS SET FORTH IN SECTION 4 ABOVE, COMPANY AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF YOU, ANY USER OR OTHER THIRD PARTY.

- c) **No Service Guaranty.** COMPANY AND ITS AFFILIATES DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE PLAYER2PLAYER SERVICES OR COMPANY APP. YOU ACKNOWLEDGE AND AGREE THAT THE PLAYER2PLAYER SERVICES OR COMPANY APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (*e.g.*, DUE TO SCHEDULED MAINTENANCE OR NETWORK

FAILURE). FURTHER, THE PLAYER2PLAYER SERVICES OR COMPANY APP MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND COMPANY AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

10. Indemnification. You shall indemnify, defend (at Company's option) and hold harmless Company and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) your breach of your representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to your provision of Coaching Services or use of the Player2Player Services. This indemnification provision shall not apply to your breach of any representations regarding your status as an independent contractor.

11. Term and Termination.

- a) **Term.** This Agreement shall commence on the date accepted by you and shall continue until terminated as set forth herein.
- b) **Termination.** Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior written notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Company may terminate this Agreement or deactivate your Company ID immediately, without notice, with respect to you in the event you no longer qualify, under applicable law or the standards and policies of Company and its Affiliates, to provide Coaching Services or as otherwise set forth in this Agreement.
- c) **Effect of Termination.** Upon termination of the Agreement, you shall: (a) promptly return to Company all Company Equipment; and (b) immediately delete and fully remove the Company App from any of Your Devices.

12. Relationship of the Parties.

- a) **Except as otherwise expressly provided herein with respect to Company acting as the limited payment collection agent solely for the purpose of collecting payment from Users on your behalf, the relationship between the parties under this Agreement is solely that of independent contracting parties. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship,**

between Company and you; and (b) no joint venture, partnership, or agency relationship exists between Company and you.

- b) You have no authority to bind Company or its Affiliates and you undertake not to hold yourself out as an employee, agent or authorized representative of Company or its Affiliates. Where, by Reimplication of mandatory law or otherwise, you may be deemed an agent or representative of Company, you undertake and agree to indemnify, defend (at Company's option) and hold Company and its Affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

13. Miscellaneous Terms.

- a) **Modification.** In the event Company modifies the terms and conditions of this Agreement at any time, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Company reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. You hereby acknowledge and agree that, by using the Player2Player Services, or downloading, installing or using the Company App, you are bound by any future amendments and additions to information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fee Calculations. Continued use of the Player2Player Services or Company App after any such changes shall constitute your consent to such changes.
- b) **Supplemental Terms.** Supplemental terms may apply to your use of the Player2Player Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("*Supplemental Terms*"). You may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.
- c) **Severability.** If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.
- d) **Entire Agreement.** This Agreement, including all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to." The recitals form a part of this Agreement.

- e) **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. Nothing in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

- f) **Notices.** Any notice delivered by Company to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the portal available to you on the Player2Player Services. Any notice delivered by you to Company under this Agreement will be delivered by contacting Company at _____ in the “Contact Us” section.

- g) **Governing Law.** The interpretation of this Agreement shall be governed by Texas law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Player2Player Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Travis County, Texas.

AGREED AND ACCEPTED THIS ____ day of _____, 20__.

Player2Player LLC

By: _____

Name: Jennifer Wright

Title: Managing Member

Coach

By: _____

Name: _____

Address: _____

Phone Number: _____

ACKNOWLEDGMENT AND ACCEPTANCE BY GUARDIAN

By my signature below, I acknowledge that I am the legal parent or guardian of _____ and I grant my permission for _____ to provide Coaching Services under this Agreement and I agree to be bound by the terms of this Agreement.

By: _____

Name: _____

Relationship to Coach: _____

Address: _____

Phone Number: _____

Email Address: _____