ADHD Teacher Trainer Academy© (ATTA) Training Agreement

PTS Coaching, LLC ("PTS Coaching") provides training, education, coaching, and support for parents, students, and professionals to support individuals in managing the challenges of ADHD and Executive Function deficits.

PTS Coaching, LLC agrees to provide training in ADHD Continuing Education as described in the invoice (the "Course").

Documents Related to PTS Coaching, LLC Training

ADHD & Executive Function: Managing the Impact on Learning, Motivation, and Behavior© (the "Workshop") for supporting children with ADHD and has developed certain copyrighted and proprietary course materials ("Materials" refers to the ADHD & Executive Function: Managing the Impact on Learning, Motivation, and Behavior© Workshop and other materials relating to the Workshop provided by PTS Coaching, LLC).

Terms and Conditions of the Training Agreement:

This License Agreement ("Agreement"), is entered into by and between PTS Coaching and you ("Trainer").

The Program is based on the concepts of Cindy Goldrich and is the intellectual property of PTS Coaching, LLC.

Cancellation by Participant: If you contact PTS Coaching, LLC more than five days before the event, you may receive a tuition refund less a $30 cancellation fee. Cancellations within five business days of the course start date are non-refundable but a credit will be issued for a future course. Rescheduling is permitted at any time. No credits after the 5th week except under special or emergency circumstances.

Cancellation by PTS Coaching: PTS Coaching will notify participants at least two weeks in advance of a program cancellation unless an unforeseen emergency deems it necessary to cancel a class in short order. Course fees will be refunded to each participant or applied to a future course at the participants' discretion.

PTS Coaching may cancel or reschedule courses at its discretion. PTS Coaching will not be responsible for costs that may be incurred by students as a result of such cancellations or rescheduling. Additional courses are added based on increased enrollment.

Guidelines During and After the Training Period

Permitted Use of PTS Coaching, LLC Materials

The trainer shall not during the Course or after completion of the Course, reproduce or permit any party to reproduce any of the written materials provided to the Trainer, in any manner, part, or rendition without the prior written consent of PTS Coaching, LLC. You are expected to

comply with all Copyright laws. Trainer has permission to copy information included in the Participant Handouts with proper attribution.

WHEREAS, Trainer desires to provide the PTS Coaching, LLC Workshop using the Materials and receive training and support from PTS Coaching, and Ongoing Support as described PTS Coaching desires to allow Trainer to undertake the teaching of the Workshops on a non-exclusive basis In-Person to parents using the Materials in consideration for a fee as set forth herein.

NOW THEREFORE, for good and valuable consideration of the premises and covenants set forth herein, the parties hereby agree as follows:

1. Grant of Rights. Pursuant to and in accordance with the terms and conditions set forth in this Agreement, PTS Coaching hereby grants Trainer the right to conduct the Workshop In-Person for professionals (but not to others intending to provide training) using the Materials and with the Training and Support of PTS Coaching. Such grant of rights shall not be deemed to render Trainer to be an agent of PTS Coaching, LLC, and Trainer shall not undertake to provide the Workshop under the name PTS Coaching, enter into contracts on behalf of PTS Coaching, LLC, or make representations and warranties on behalf of PTS Coaching, LLC, except as otherwise expressly set forth herein. For the avoidance of doubt, all individuals who serve as trainers of the Workshop must have an agreement directly with PTS Coaching, LLC, and this Agreement does not grant rights for Trainer to train other trainers unless otherwise expressly permitted by PTS Coaching, LLC in writing.

2. License; Restrictions. In consideration for and in accordance with the terms and conditions set forth in this Agreement, and subject to the license fees set forth in Section 4 below, PTS Coaching, LLC hereby grants to Trainer a non-exclusive, non-transferable, license to use the Materials solely for the purpose of conducting Workshops to parents in person (but not as a teleseminar or on the internet) during the Term (as defined below). In accordance with conducting and marketing Workshops during the Term, Trainer shall always attribute the Workshop and Materials to Cindy Goldrich and/or PTS Coaching, LLC. All applicable copyright and trademark symbols shall be always used as provided by PTS Coaching, LLC. PTS Coaching, LLC hereby grants to Trainer the limited, non-exclusive right to use the PTS Coaching, LLC and Cindy Goldrich names, copyrights, and trademarks as expressly in order to comply with the attribution requirements set forth in this Agreement. The licenses set forth in this Section 2 are subject to the rights and restrictions set forth, as may be amended from time to time by PTS Coaching in writing.

Restrictions on Use / Conditions of License

(a) The license shall not be effective, and Trainer shall not provide any Workshops until Trainer has completed the Training and Support and received a completion certificate from PTS Coaching, LLC.
(b) Trainer shall use the names Cindy Goldrich and PTS Coaching, LLC as follows (and only in such manner) in conjunction with providing the Workshops and marketing such Workshops:

(i) When referring to the course in marketing materials….

(ii) All copies of Materials shall contain the following copyright marking: Copyright © 2022 Cindy Goldrich, Ed.M., ADHD-CCSP, PTS Coaching, LLC. All rights reserved. May not be reproduced or electronically distributed without permission.

(c) Trainer shall not modify, enhance, improve or create derivative works of or from the Materials.
(d) Trainer shall not provide the Workshops via teleseminar or over the Internet outside of their local community.
(e) Trainer shall not provide any "train the trainer" courses or provide Materials to any party intending to further distribute such Materials.
(f) At no time shall Trainer use the PTS Coaching name or the Materials in a disparaging manner or in connection with any illegal activities.
(g) Trainer shall undertake to protect the proprietary and valuable nature of the Materials and other intellectual property of PTS Coaching by immediately reporting any misappropriation, infringement or misuse to PTS Coaching and agrees to cooperate with all enforcement reasonably requested by PTS Coaching in connection therewith.
(h) Trainer is responsible for conducting the Workshop as set forth herein, including procuring, at its expense, a location, advertising the Workshop, collecting fees and otherwise administering the Workshop.
(i) In the event PTS Coaching objects in writing to the use of its name or Materials for any reason, Trainer shall immediately cease such use until the parties can resolve the dispute.

PTS Coaching reserves the right to modify the annual renewal license fee at any time upon 30 days prior written notice.

3. Intellectual Property; Ownership. All intellectual property rights not expressly granted herein are retained by the owner. For the avoidance of doubt, PTS Coaching at all times retains all right, title and interest in and to all Materials (and all trademarks therein) and the intellectual property rights associated therewith. Trainer hereby grants PTS Coaching the right to use Trainer's name on its website and in other materials stating that Trainer is a licensed trainer using PTS Coaching Materials.

4. Fees. The tuition for the basic Training and Support is $3,200 paid in full or three payments of $1,150 ($3,450 total). You must enroll and pay in advance of the first day scheduled for training in this Program in order to receive your course materials. Those choosing the payment plan for ADHD Teacher Trainer Academy must use the automated online payment system with all payments due within 90 days of initial registration. **All fees are non-refundable.** Failure to pay will result in removal from the course and appropriate legal action to recover all funds due, including legal fees and other reasonable costs of collection. PTS Coaching shall not be responsible for any expenses incurred by Trainer in connection with the provision of a Workshop by Trainer.

The annual license fee for use of the Materials from the Effective Date of this Agreement and for twelve months thereafter shall be $525. The first year license fee is included in your tuition.

In addition to the Training and Support set forth in this Agreement, in consideration of the payment of the license fees on an annual basis, Trainer shall receive from PTS Coaching the Ongoing Support and all updates to the Materials made by PTS Coaching

Annually, on the anniversary of the Effective Date, a renewal license and Ongoing Support fee shall be due and payable in the amount of $525 each year, unless otherwise set forth in writing by PTS Coaching no less than thirty (30) days prior to the anniversary of the Effective Date. Failure to make an annual renewal payment within thirty (30) days after the anniversary of the Effective Date shall be deemed a termination of this Agreement.

5. Non-Compete. During the Term of this Agreement and for a period of eighteen (18) months thereafter, Trainer shall not, directly or indirectly, compete with PTS Coaching by offering to third parties the use of curriculum for a class substantially similar to the Workshops and Materials without prior written consent of PTS Coaching.

6. Confidentiality. The existence and terms of this Agreement, the Materials, plans relating to the Workshops and the business of PTS Coaching and any other business information, including all materials containing said information, which are supplied by PTS Coaching to Trainer is the confidential information ("Confidential Information") of PTS Coaching. Trainer agrees to use the Confidential Information only in furtherance of its obligations under this Agreement and that except as authorized in writing by PTS Coaching, will preserve and protect the confidentiality of all Confidential Information, and return or destroy any such information immediately upon PTS Coaching's request at any time.

7. Term and Termination. This Agreement shall be effective as of the Effective Date and shall continue until otherwise terminated (the "Term"). Either party may terminate this Agreement at any time upon seven (7) days' prior written notice to the other party. Upon termination for any reason, or at any other time upon PTS Coaching's request, Trainer shall immediately cease use of all Materials and promptly destroy all such Materials and certify to such destruction. The provisions of sections 3 and 5-9 will survive the termination of this Agreement for any reason.

8. Disclaimer; Waiver; Indemnification. PTS Coaching makes no representations or warranties and disclaims all such representations or warranties relating to the Workshop and Materials (including intellectual property ownership and infringement) and/or the results obtained in connection with the Workshop. Trainer agrees to indemnify, defend, and hold harmless PTS Coaching from and against all claims arising out of Trainer's acts or omissions.

9. Miscellaneous.
(a) This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Colorado, without regard to its conflict of laws rules. All claims brought hereunder shall be brought in the exclusive venue and jurisdiction of the State and Federal Courts located in Boulder County, Colorado; (b) All notices provided under this Agreement shall be given in writing and shall be delivered (i) in person, (ii) by certified mail, postage prepaid, return receipt requested, (iii) by facsimile with return confirmation, or (iv) by commercial overnight carrier

with receipt. All notices shall be addressed to the addresses listed below or to such other address as either party may, from time to time, specify in writing to the other party. Notice shall be effective only upon delivery; (c) if any provision of this Agreement shall be held illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable; (d) this Agreement may not be assigned by either party without the prior consent of the other party, however, (i) either party may assign this Agreement to any entity that acquires substantially all of its stock, assets or business, and (ii) PTS Coaching may assign this Agreement, in whole or in part, to any affiliate of PTS Coaching; (e) the waiver by either party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself; (f) each party hereto agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement; (g) both parties are independent contractors under this Agreement. Nothing contained in this Agreement is intended nor is to so as to establish a partnership, agency, joint venture, association, or employment relationship between the parties with respect to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party; and (h) this Agreement contains the entire agreement of the parties regarding the subject matter hereof and supersedes all prior agreements, understandings and negotiations regarding the same. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.