



INDEPENDENT CONTRACTOR COACHING AND SALES REPRESENTATIVE AGREEMENT

This COACHING AND SALES REPRESENTATIVE AGREEMENT (“**Agreement**”) is entered into as of _____ by and between Lucid Strategies LLC DBA Lucid Achievement, with a principal place of business at 1968 S. Coast Hwy #1271, Laguna Beach CA 92651, (“**Company**”) and _____, an independent contractor, with a place of business at _____ (“**Contractor**”).

1. **Services.**

1.1 Nature of Services. The Contractor will perform sales services and coaching services as more particularly described in Exhibit A for the Company as an independent contractor (the “**Services**”). The Services have been specially ordered and commissioned by the Company. The Contractor will perform such services in a diligent, professional, and workmanlike manner and in accordance with the schedule, if any, outlined in Exhibit A. The content, style, form, and format of any work product of the Services shall be entirely satisfactory for the Company and shall be consistent with the Company’s standards. Except as specified in Exhibit A, the Company agrees that the Contractor’s services need not be rendered at any specific location and may be rendered at any location selected by the Contractor. In addition, the Contractor shall perform such other duties and tasks or changes to the Services as may be agreed upon by the Parties in writing.

1.2 Relationship of the Parties. Contractor enters into this Agreement as an independent contractor. All Services shall be performed only by the Contractor and Contractor’s employees. Under no circumstances shall Contractor, or any of Contractor’s employees, look to Company as his/her employer, or as a partner, agent, or principal. Neither Contractor nor any of Contractor’s employees shall be entitled to any benefits accorded to Company’s employees, including without limitation worker’s compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor’s expense, and in Contractor’s name, unemployment, disability, worker’s compensation, and business insurance, as well as licenses and permits usual or necessary for conducting the Services. The contractor’s relationship with the Company will be that of an independent contractor and not that of an employee.

1.3 Compensation and Reimbursement. The Contractor shall be compensated for the Services as set forth in Exhibit B. The Company, in its sole discretion, determines the completeness of the work product, and the Contractor agrees to make all revisions, additions, deletions, or alterations as requested by the Company. All Contractor’s costs and expenses in connection with the services’ performance shall be the sole responsibility of, and paid by, the Contractor. The Contractor shall be solely responsible for all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll-type taxes applicable to such compensation.

1.4 Offset to Compensation. Company shall have the right to deduct from Contractor’s compensation the amount of any debit memo, commission recall, customer refund, or similar post-sale adjustment made in conjunction with a commissionable sale completed by Contractor under this Agreement as well as postage costs for mailing travel documents and other expenses incurred. This extends to unauthorized price concessions, unauthorized discounts, “Contractor error,” credit card chargebacks for any reason, including but not limited to unauthorized charges or fraud (each such item a “chargeback”), regardless of when the chargeback is incurred by Company, related to a sale generated by Independent Contractor, employee(s), independent contractor(s), sub agent(s), and/or other associates of Contractor.



2. Protection of Company's Confidential Information.

2.1 Confidential Information. Company now owns and will hereafter develop, compile and own specific proprietary techniques, trade secrets, and confidential information (collectively, "**Company Information**"). Company will be disclosing Company Information to Contractor during Contractor's performance of the Services. Company Information includes not only information disclosed by Company, but also information developed or learned by Contractor during Contractor's performance of the Services. Company Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business in which Company is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of Company, whether or not such information is identified by Company. By way of example and without limitation, Company Information includes any and all information concerning discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, and all derivatives, improvements, and enhancements to any of the above. Company Information also includes third-party information, which is in Company's possession under an obligation of confidential treatment.

2.2 Protection of Company Information. Contractor agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not divulge, communicate, or use Company Information, except for Contractor's use during the Term of this Agreement to the extent necessary to perform the Services. Contractor further agrees not to cause the transmission, removal, or transport of tangible embodiments of, or electronic files containing, Company Information from Company's principal place of business, without the prior written approval of Company.

2.3 Exceptions. Contractor's obligations concerning any portion of the Company Information as set forth above shall not apply when Contractor can document that (i) it was in the public domain at the time it was communicated to Contractor by Company; (ii) it entered the public domain subsequent to the time it was communicated to Contractor by Company through no fault of Contractor; (iii) it was in Contractor's possession free of any obligation of confidence at the time it was communicated to Contractor by Company; or (iv) it was rightfully communicated to Contractor free of any obligation of confidence subsequent to the time it was communicated to Contractor by Company.

2.4 Ownership of Work Product. The Parties agree that all work products, information, or other materials created and developed by Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Materials") are the sole and exclusive property of Company. The Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a "work made for hire" within the definition of Section 101 of the Copyright Act of 1976, as amended, (the "Copyright Act") and that Company is deemed to be the author and is the owner of all copyright and all other rights therein. If the work product is not deemed to be a "work made for hire" under the Copyright Act, then Contractor hereby assigns to Company all of Contractor's rights, title, and interest in and to the Work Product, including but not limited to all copyrights, publishing rights and rights to use, reproduce and otherwise exploit the Work Product in any and all formats, media, or all channels, whether now known or hereafter created. Contractor hereby grants Company the right, but not the obligation, to use and to license the right to use Contractor's and Contractor's employees' name, voice, signature, photograph, likeness, and biographical information in connection with and related to the Services. All created sales and coaching materials not provided



by Company that are used for sales and coaching presentations must be submitted in writing and pre-approved by Company before use.

3. Prior Knowledge and Relationships.

3.1 Prior Inventions and Innovations. Contractor has disclosed on Exhibit C to this Agreement, a complete list of all inventions or innovations made by Contractor prior to commencement of the Services for Company and which Contractor desires to exclude from the application of this Agreement. Contractor will disclose to Company such additional information as Company may request regarding such inventions or innovations to enable Company to assess their extent and significance. Company agrees to receive and hold all such disclosures in confidence.

3.2 Other Commitments. Except as disclosed on Exhibit C to this Agreement, Contractor agrees that Contractor has no other agreements, relationships, or commitments to any other person or entity that conflicts with Contractor's obligations to Company under this Agreement. Contractor agrees not to enter into any agreement, either written or oral, in conflict with this Agreement.

4. Assignment of Contractor's Inventions and Copyrights.

4.1 Disclosure. Contractor agrees to promptly disclose in writing to Company all works, products, discoveries, developments, designs, innovations, improvements, inventions, formulas, processes, techniques, know-how and data (whether or not patentable, and whether or not at a commercial-stage, or registrable under copyright or similar statutes) which are authored, made, conceived, reduced to practice or learned by Contractor (either alone or jointly with others) during the period. Contractor provides the Services as a result of performing the Services, including any concepts, ideas, suggestions, and approaches related thereto or contained therein (collectively, the "**Innovations**").

4.2 Assignment. Contractor hereby assigns and agrees to assign to Company, without royalty or any other consideration except as expressly set forth herein, all worldwide right, title, and interest Contractor may have or acquire in and to (i) all Materials; (ii) all Innovations (iii) all worldwide patents, patent applications, copyrights, mask work rights, trade secrets rights and other intellectual property rights in any Innovations; and (iv) any and all "moral rights" or right of "droit moral" (collectively "**Moral Rights**"), that Contractor may have in or with respect to any Innovations. To the extent any Moral Rights are not assignable, Contractor waives, disclaims, and agrees that Contractor will not enforce such Moral Rights. Contractor agrees that such assignment shall extend to all languages and including the right to make translations of the Materials and Innovations. Additionally, Contractor agrees, at no charge to Company, but at Contractor's sole expense, to sign and deliver to Company (either during or subsequent to Contractor's performance of the Services) such documents as Company considers desirable to evidence the assignment of all rights of Contractor, if any, described above to Company and Company's ownership of such rights and to do any lawful act and to sign and deliver to Company any document necessary to apply for, register, prosecute or enforce any patent, copyright or other right or protection relating to any Innovations in any country of the world.

4.3 Representations and Warranties. Contractor represents and warrants to Company that (a) Contractor has full power and authority to enter into this Agreement including all rights necessary to make the foregoing assignments to Company; that in performing under the Agreement; (b) Contractor will not violate the terms of any agreement with any third party; and (c) the Services and any work product thereof are the original work of Contractor, do not and will not



infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, or any other publicity right, privacy right, or proprietary right of any third party.

5. Termination of Agreement.

5.1 Term. This Agreement shall be effective from the date first listed above for the period set forth on Exhibit A, or until completion of the Services, as applicable, unless sooner terminated by either party in accordance with the terms and conditions of this Agreement ("**Term**"). This Agreement is terminable by either party at any time, with or without cause, effective upon notice to the other party. If Company exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that Company shall be obligated to compensate Contractor for work performed up to the time of termination. If Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately.

5.2 Continuing Obligations of Contractor. The provisions of Sections 2 and 4 (as relates to creation and ownership of copyright) shall survive expiration or termination of this Agreement for any reason.

5.3 Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

5.4 Cause for Termination: The relationship with the Contractor will be terminated, resulting in the forfeiture of all contests and commissions, and the Contractor will be in violation of this Agreement if the Contractor's services engage in any of the following:

5.4.1 Containing, promoting, or linking to sexually explicit or violent behavior or communication;

5.4.2 Promoting, depicting, or linking to material that promotes or depicts discrimination based on race, gender, religion, national origin, physical or mental disability, sexual orientation, or age;

5.4.3 Containing unlawful material, including but not limited to materials that may violate another's intellectual property rights, or linking to a site that contains such material;

5.4.4 Using Company's videos, images, banners, likeness, or brand name in or on their websites or ads in a manner that creates market and consumer confusion, which is illegal and generally referred to as copyright or trademark infringement, meaning the Contractor is not permitted to use Company's materials unless specifically supplied by the Company;

5.4.5 Soliciting current or former clients of the Company for personal business or for other companies during and after the termination of this Agreement;

5.4.6 Directly exchanging personal contact details with clients, bypassing official communication channels provided by the Company;



5.4.7 Collecting payments directly from clients, instead of processing all financial transactions through the Company's designated system; and

5.4.8 Any other conduct or actions deemed unsuitable or harmful to the interests of the Company, as determined at the Company's sole discretion.

5.4.9 The Contractor acknowledges and agrees that the terms of this agreement, especially concerning non-solicitation, are of utmost importance to the Company's business interests. The Company expressly reserves the right to enforce this agreement to the fullest extent of the law, including seeking injunctive relief and monetary damages in the event of a breach. The Contractor understands that any violation of this agreement will be met with immediate legal action to protect the Company's proprietary and business interests.

6. Additional Provisions.

6.1 Alternative Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Orange County, California. If the Company and the Contractor have any dispute whatsoever relating to the interpretation, validity or performance of this Agreement, or any other dispute arising out of this Agreement, every reasonable attempt will be made to resolve any differences or dispute within thirty (30) days of an issuance of written notice by either party to the other party. If a successful resolution of any differences or dispute has not been achieved to the satisfaction of both parties at the end of the thirty (30) day period, the following steps will be used: Except as otherwise expressly provided hereunder, the parties agree that any and all disputes arising out of Contractor's performed services or recommendations, including but not limited to any dispute, controversy, or claim arising under any federal, state, or local statute, law, ordinance or regulation or under this Agreement, shall be resolved exclusively by Alternative Dispute Resolution described in this Agreement ("ADR"). The initiation of ADR shall first require mediation, and the parties agree to first try to settle any dispute through mediation. Mediation shall be initiated by either party by the serving of a written notice of intent to mediate (a "Mediation Notice") by one party upon the other. If no resolution has been mutually agreed through mediation within ninety (90) days of service of a Mediation Notice, then and only then may the dispute be submitted to arbitration. Arbitration shall be initiated by the serving of a written notice of intent to arbitrate (an "Arbitration Notice") by one party upon the other.

6.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Contractor shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without Company's prior written consent which may be withheld as Company determines in its sole discretion. Any such purported assignment shall be void.

6.3 Severability. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.



6.4 Entire Agreement. This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

6.5 Irreparable Harm. Contractor acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by Company under this Section, Company shall be entitled to recover its attorney's fees and costs from Contractor.

6.6 Limitations of Liability. THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CONTRACTOR FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS PROFITS OR THE LOSS, DAMAGE, OR DESTRUCTION OF DATA, PROFIT, OR GOODWILL, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S LIABILITY UNDER THIS AGREEMENT, FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM, SHALL BE LIMITED TO THE AMOUNTS PAID TO THE CONTRACTOR BY THE COMPANY DURING THE MONTH IN WHICH SUCH LIABILITY ARISES. SPECIFICALLY, THE COMPANY WILL NOT BE LIABLE FOR DAMAGES CLAIMED AS A RESULT OF (1) FAILURE OR DELAY BY THE COMPANY IN APPROVING PROSPECTIVE CLIENTS, OR (2) ANY NON-PROVISION OF COMPANY SERVICES. THIS LIMITATION OF LIABILITY APPLIES EVEN IF SUCH FAILURE OR DELAY IS CAUSED BY THE COMPANY'S NEGLIGENCE. HOWEVER, THIS LIMITATION SHALL NOT LIMIT THE CONTRACTOR'S LIABILITY TOWARDS THE COMPANY FOR ANY ACTIONS, OMISSIONS, OR BREACHES OF THIS AGREEMENT BY THE CONTRACTOR. THE COMPANY SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM UNDER THIS AGREEMENT RESULTING FROM ACTS OF GOD, CIVIL OR MILITARY AUTHORITY, TERRORISM, WAR, ACCIDENTS, FIRES, EXPLOSIONS, EARTHQUAKES, OR FLOODS, PROVIDED THAT ANY SUCH EVENT IS BEYOND THE COMPANY'S REASONABLE CONTROL AND NOT CAUSED BY ITS FAULT OR NEGLIGENCE.

6.7 Indemnification. Contractor shall indemnify and hold Company, its stockholders, officers, directors, employees and Representatives harmless from any and all claims, actions, and proceedings, and the resulting losses, costs, damages, expenses or liabilities, including, without limitation, court costs and attorneys' fees, arising out of, in whole or in part, directly or indirectly, fraud, material misrepresentation, negligence, intentional misconduct or violation of any applicable law or governmental regulation by Representative under this Agreement.



6.8 Contractor's Remedy. Contractor's remedy, if any, for any breach of this Agreement shall be solely in damages, and Contractor shall look solely to Company for recover of such damages. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Contractor shall look solely to Company for any compensation which may be due to Contractor hereunder.

6.9 Representative Authority. Contractor is authorized and shall be permitted to represent itself as a Contractor for Company solely for the purposes of carrying out its obligations under this Agreement. Contractor shall not have the authority to legally bind Company to any third person in any way, or act as Contractor for Company for any other purpose other than as set forth herein. Contractor is not authorized to negotiate specific transaction terms and conditions except to the extent authorized in advance in writing by Company on a case-by-case basis. Contractor, its Sub-Contractor, parent, subsidiaries and affiliates shall not do any of the following: (i) use Company's name in any public advertising or similar activities without Company's prior written consent; (ii) solicit or take orders for any services offered by Company other than Company Services; (iii) modify any Company documents without Company's prior written approval, including, without limitation, Service Authorizations, marketing and sales literature, and training material; (vi) execute any Service Authorization on behalf of Company; (vii) make any representation to any Client or prospective Client concerning the cost, availability, suitability, or any other aspect of Company Services that goes beyond the representations contained in Company's then-current published sales literature for such services; or endorse, promote, refer, solicit or take orders for any service which competes with Company Services.

6.10 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

6.11 Time. Contractor agrees that time is of the essence in this Agreement.

6.12 Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by email or mail to the address set forth above. Such communications shall be effective when they are received by the addressee.

6.13 Ownership. Contractor has no ownership rights to Lucid Strategies LLC or Lucid Achievement now or in the future.



7. Additional Requirements

7.1 Insurance. For the term of this Agreement, Contractor shall obtain and maintain a policy of insurance, with appropriate and adequate coverage and limits, to cover any claims for professional liability, bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by Contractor or Contractor’s employees or agents, if any, in connection with the performance of the Services under this Agreement.

7.2 Non-Solicit. Contractor agrees and covenants that for a period of 24 months following the termination of this Agreement, Independent Contractor will not, directly or indirectly, solicit any officer, director or employee, or any customer, client, supplier or vendor of Client for the purpose of inducing such party to terminate its relationship with Company in favor of Contractor or another business directly or indirectly in competition with Company.

CAUTION:

CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. CONTRACTOR HAS COMPLETELY FILLED OUT EXHIBITS TO THIS AGREEMENT.

CONTRACTOR

COMPANY

Name of the Contractor

By Lena Frenzel
Its: CEO of Lucid Strategies DBA Lucid Achievement

SIGNATURE OF CONTRACTOR

SIGNATURE OF COMPANY

DATE

DATE



EXHIBIT A Description of Services

Coaching and Sales Representative Agreement between Company, a California LLC (“**Company**”), and _____ (“**Contractor**”), dated as of _____.

1. **Services to be provided by Contractor:**

- 1.1. Engaging Prospective Clients
- 1.2. Developing Relationships with (Prospective) Clients.
 - Building accounts and relationships by understanding the client's needs and explaining how coaching and other services can assist them.
- 1.3. Advising Clients on Coaching
 - Selling the unique aspects of coaching services and how they can benefit the client, emphasizing the features and advantages.
- 1.4. Closing Sales and Initiating Coaching Services
 - Guiding the client through different payment options for coaching services and facilitating the transition from sales to the coaching process.
- 1.5. Coaching The Closed Clients in Coaching Sessions

2. **Exclusive Payment Processing:**

- 2.1. Remuneration for services provided by the Contractor to clients must be exclusively transacted through the Lucid Achievement website, www.lucidachievement.com

3. **Non-Solicitation and Communication Protocol:**

- 3.1. The Contractor is obligated to act solely as a representative of Lucid Achievement in dealings with clients and prospective clients. Personal contact information is to remain confidential, and all client interactions and session bookings must be channeled through the official Lucid Achievement communication systems only.

4. **Reasons for Termination of Agreement by Company:**

- 4.1. A breach of these terms by the Contractor, no matter how minor or singular, will result in the instant dissolution of this agreement. Lucid Achievement retains the right to seek reparation for any business harm caused by such breaches and will assertively enact legal proceedings expressly reserves the right to enforce this agreement to the fullest extent of the law, including seeking injunctive relief and monetary damages in the event of a breach. The Contractor understands that any violation of this agreement will be met with immediate legal action to protect the Company's proprietary and business interests.

5. **Permitted Locations for Utilization of Company Information:**

- 5.1. The Contractor is hereby granted the right to utilize Company Information solely in accordance with the following terms and conditions:
- 5.2. At Contractor's Premises: Subject to the Contractor's adherence to stringent confidentiality protocols and security arrangements as outlined in Schedule A attached hereto, the Contractor may use Company Information at their own business premises to conduct virtual coaching sessions.



6. Sales Calls

- 6.1. **Commission-Based Compensation:** The Contractor will be compensated exclusively on a commission basis. This means that payment to the Contractor is contingent upon successfully selling and performing coaching services or selling access to video recordings. There is no compensation for client sales calls that do not result in a closed sale.
- 6.2. **Use of Coupon Codes:** As a Coach, you are empowered to sell various coaching plans and services, with the following guidelines regarding pricing, discounts, and your compensation:
 - 6.2.1. **One-On-One Coaching:** Your base pay rate for one-on-one coaching sessions is \$300, set against the standard customer facing plan price of \$555.
 - 6.2.2. **Group Coaching:** For group coaching sessions, you will receive \$85 per enrollee, compared to the standard customer facing plan price of \$222.
 - 6.2.3. **Abundant Inner Healing Workshop Sales:** You are entitled to a 33% commission on each sale of the Abundant Inner Healing Workshop, currently priced at \$33.
 - 6.2.4. **Discount Provision:** You may offer discounts to clients through the use of coupon codes. This flexibility allows you to adjust pricing to suit various client needs and market conditions.
 - 6.2.5. **Impact on Compensation:** If you give a discount via a coupon code, the value of the coupon will be deducted from your base pay. For example, your pay per session becomes your regular base pay minus the coupon code amount.⁴
 - 6.2.6. **Applicability:** This policy applies across all plans you sell, including one-on-one coaching, group coaching, workshops, and any other plans offered.
 - 6.2.7. **Multiple Uses:** Coupons can be used multiple times per client.
- 6.3. **Subscription Management and Client Education:**
 - 6.3.1. **Obligation to Educate Clients:** It is a mandatory responsibility of the Coach, following the successful sale of either One-on-One or Group Coaching Sessions, to educate and guide the client on how to manage their subscription on www.lucidachievement.com. This includes providing clear instructions on how to create a user account for submitting payment, as well as how to cancel their subscription if they choose to discontinue the sessions or to purchase additional one off or recurring payment plans.
 - 6.3.2. **Instructions for Subscription Cancellation on www.lucidachievement.com:**
 - 6.3.3. **Account Access:** Guide the client to log in to their account on www.lucidachievement.com.
 - 6.3.4. **Navigating to Subscription Settings:** Instruct the client to navigate to the 'My Account' or 'Subscription' section on the website on the top right where you see "Log In" before signing up.
 - 6.3.5. **Cancellation Process:** Show the client how to select the option to cancel their subscription. Ensure they understand they must confirm the cancellation to stop recurring charges.
 - 6.3.6. **Confirmation of Cancellation:** Advise the client to look for a confirmation email or notification ensuring their subscription has been successfully cancelled.
 - 6.3.7. **Prevention of Chargebacks:** This educational process is crucial to prevent chargebacks due to unwanted renewals or continued subscriptions beyond the sessions the client intends to use. Coaches are required to ensure that clients fully understand the subscription process, including how to start and stop subscriptions at their discretion so that their payment plans are in alignment with the services that they would like to receive from the coach.



- 6.3.8. **Consequences of Non-Compliance:** In the event of a chargeback resulting from the Coach's failure to adequately educate the client about managing their subscription, or due to client dissatisfaction, the full amount of the chargeback, including any associated fees and payment processor penalties, will be deducted from the Coach's commissions in the next payout session. It is imperative for Coaches to ensure client satisfaction and understanding of the subscription management process to avoid such financial penalties.
 - 6.4. **All Sales Calls Should be Recorded.**

Recordings must only be made with the explicit consent of the client. At the beginning of each call, the Coach is required to inform the client that the call will be recorded. This request for consent and the client's response must be included in the recording itself. If a client explicitly requests not to be recorded, the Coach must respect this decision and not record the call.
 - 6.4.1. **Submission of Recorded Calls:** The Coach is required to submit all recordings of sales and coaching calls to the Company within 48 hours after the call has taken place. This ensures timely review and feedback from the Company. Recordings must be submitted in a format specified by the Company and through secure channels provided or approved by the Company to protect client confidentiality and data security.
 - 6.4.2. **Storage and Use of Recordings:** The Company will store these recordings securely and will use them solely for the purposes of quality assurance, training, and as a reference in case of disputes or client feedback.
 - 6.4.3. The Coach must not retain copies of call recordings beyond the required submission period unless given explicit permission by the Company.
 - 6.5. **Changes to Commission Schedule:**
 - 6.5.1. The commission schedule may be modified by the Company at any time. Any changes will be communicated to the Contractor in writing and will take effect as specified in the notice.
- 7. Instructions for One-on-One Coaching Sessions:**
- 7.1. **Commission Structure:** For each One-on-One Coaching Session conducted, the Contractor (hereinafter referred to as "Coach") will be entitled to a commission of \$300. This commission is applicable and payable under the following conditions:
 - 7.2. **Successfully Sold:** The session must be fully booked and paid for by the client or an authorized party. 'Successfully sold' implies that the financial transaction pertaining to the coaching session has been completed in accordance with the Company's policies and procedures.
 - 7.3. **Successfully Performed:** The session must be conducted as per the agreed schedule without any cancellations or significant disruptions that can be attributed to the Coach. A session is deemed 'successfully performed' when it is executed with professionalism, adheres to the planned duration, and fulfills the objectives as outlined in the coaching agreement with the client.
 - 7.4. **Responsibilities and Expectations:**
 - 7.5. **Session Preparation:** The Coach is responsible for adequately preparing for each session, including understanding the client's objectives, background, and any specific requirements or preferences communicated by the client or the Company
 - 7.6. **Quality Standards:** The Coach must ensure that the coaching provided is of high quality, reflects the standards and values of the Company, and aligns with the best practices in coaching.



- 7.7. Client Interaction: All interactions with clients, including scheduling, rescheduling, and managing session logistics, should be conducted in a professional manner. The Coach is expected to maintain confidentiality and handle client information with the utmost care and integrity.
- 7.8. Reporting and Documentation:
 - 7.8.1. Session Records: The Coach is required to maintain accurate records of each coaching session, including video recordings, automatic session transcripts, dates, duration, client details, and session notes. These records should be submitted to the Company within 48h after the session has been completed in the designated WhatsApp Groupchat or designated Google Drive Folder as directed by Company.
 - 7.8.2. Feedback and Evaluation: After each session, upon request, the Coach may be required to provide feedback or an evaluation of the session to the Company. This may include insights into the client's progress, challenges faced, and suggestions for future sessions.



8. Instructions for Group Coaching Sessions:

- 8.1. Commission Structure: For each Group Coaching Session conducted, the Contractor (hereinafter referred to as "Coach") will be entitled to a commission of \$85 per participant. This commission is applicable and payable only when the session is successfully sold to and attended by the participant.
- 8.2. "Successfully sold" is defined as the session being fully paid for by the participant or an authorized party and "successfully performed" as the session being conducted as scheduled without any cancellations or significant disruptions attributed to the Coach.
- 8.3. Creation and Upload of Companion Video Course:
In conjunction with running each group coaching program, the Coach is obligated to:
 - 8.3.1. Develop a companion video course that clients can access on www.lucidachievement.com to go along with the group coaching live sessions.
 - 8.3.2. Conduct and upload and title all completed live group coaching sessions as videos to www.lucidachievement.com to go along with the dedicated companion video course.
 - 8.3.3. This course must encompass the key concepts, strategies, and exercises covered in the group coaching sessions, presented in an accessible and engaging video format.
 - 8.3.3.1. Specifications for Video Course:
 - 8.3.3.1.1. Quality Standards: The video course should meet professional standards in terms of audio-visual quality, content clarity, and presentation.
 - 8.3.3.1.2. Content Requirements: The course content should be reflective of the group coaching program's objectives, providing valuable insights and practical tools that align with the program's themes.
 - 8.3.3.1.3. Duration and Format: The course should be appropriately segmented into modules or chapters for easy comprehension and navigation by users.
 - 8.3.3.1.4. Upload and Accessibility: The Coach is required to upload the completed video course to lucidachievement.com, adhering to the site's technical and formatting guidelines.
 - 8.3.3.1.5. The Coach grants the Company the right to make the course available on the website for all of the Company's clients. This availability is at the sole discretion of the Company. The course will also be accessible to the participants and enrollees that the Coach has enrolled in the respective group coaching program.
 - 8.3.3.1.6. Intellectual Property and Usage Rights: By creating and uploading the video course, the Coach grants the Company a non-exclusive, perpetual, worldwide license to use, display, modify, and distribute the course in any manner deemed fit by the Company. The Coach agrees that the Company has the right to use the course as part of its offerings to clients.



9. Coach Payment Procedures:

- 9.1. As a Contractor, you are authorized to submit invoices for coaching services provided, under the following conditions and procedures:
- 9.2. Invoice Submission Schedule: Invoices can be sent twice a month, specifically on the 1st and the 15th. This bi-monthly schedule is established to streamline the payment process and ensure timely compensation.
- 9.3. Eligibility for Invoicing Clients: You are eligible to invoice for clients who have:
Completed their payment for coaching services via www.lucidachievement.com/plans and successfully completed their coaching session with Coach at the time of the invoice. A session is considered 'successfully completed' when it is executed as per the agreed terms and to the client's satisfaction.
- 9.4. Company's Payment Terms: Upon receipt of your invoice, the company, Lucid Strategies LLA DBA Lucid Achievement, commits to processing and paying the invoice within a 14-day period. This ensures a predictable and reliable payment cycle for your services.
- 9.5. Invoice Submission Method:
Invoices should be sent via PayPal to the designated company email address: info@lucid-strategy.com. This process is chosen for its efficiency and ease of tracking. Payments will be issued either via Zelle request to info@lucid-strategy.com or Venmo to @Llayla.
- 9.6. Payment Confirmation: Once you have received the payment for outstanding invoices, you are required to mark the corresponding PayPal invoice as "Paid." This step is crucial for maintaining accurate financial records and ensuring clarity in the status of payments.
- 9.7. Refund or Chargeback Obligations
 - 9.7.1. Refund or Chargeback Request: In the event that a coaching client of the Company (hereinafter referred to as "Client") initiates a request for a refund or issues a chargeback against the Company for services rendered, the following procedures and obligations shall apply to the coach (hereinafter referred to as "Coach") who provided said services.
 - 9.7.2. Obligation to Reimburse Company:
 - 9.7.2.1. Previous Pay Period: If the refund or chargeback pertains to a payment that was made to the Coach in a previous pay period, the Coach shall be required to reimburse the Company the full amount corresponding to the refunded or charged-back payment. Such reimbursement must be made within seven (7) calendar days of receiving written notice from the Company.
 - 9.7.2.2. Current Billing Cycle: If the refund or chargeback pertains to a payment within the current billing cycle, the amount corresponding to the refunded or charged-back payment shall be deducted from the Coach's upcoming payout(s).
 - 9.7.2.3. Written Notice: The Company shall provide written notice to the Coach, detailing the amount to be reimbursed and the specific reasons for the refund or chargeback request by the Client.



EXHIBIT B
Prior Inventions and Conflicting Relationships

1. Prior Innovations. Except as set forth below, I acknowledge at this time that I have not made or reduced to practice (alone or jointly with others) any inventions or innovations relevant to any Services under this Agreement (if none, so state):

2. Conflicting Relationships. Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships, or commitments which conflict with my relationship with Company under this Agreement (if none, so state):



CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. CONTRACTOR HAS COMPLETELY FILLED OUT EXHIBITS TO THIS AGREEMENT.

CONTRACTOR

COMPANY

Name of the Contractor

By Lena Frenzel
Its: CEO of Lucid Strategies DBA Lucid Achievement

SIGNATURE OF CONTRACTOR

SIGNATURE OF COMPANY

DATE

DATE