

Coach Terms and Conditions

Welcome to Vitalize. Vitalize offers the “**Vitalize Platform**,” a technology-based platform for healthcare staff with respect to mental health. The Vitalize Platform offers a mobile application with resources and access to Coaching Sessions (as defined below) that aim to improve mental and emotional well-being. These terms and conditions (the “**Terms**”) are a binding contract between you (“**you**” or “**Coach**”) and **VITALIZE CARE, INC.** (the “**Company**,” “**we**” and “**us**”).

The Company hereby engages you to provide coaching sessions as a health and wellness coach on the Vitalize Platform (each a “**Coaching Session**”) to users who attend each such Coaching Session (“**Users**”) from time to time (the “**Services**”). You accept such engagement. Your access to the Vitalize Platform in any way, including without limitation by registering to provide the Services or providing Services, means that you agree to all of these Terms, and these Terms will remain in effect while you access the Vitalize Platform or provide Services or are a registered Coach on the Vitalize Platform. Please note that your use of and access to the Vitalize Platform and your provision of the Services are expressly conditioned upon assent to all the terms and conditions herein; if you do not agree to all of the following you may not access the Vitalize Platform or provide the Services in any manner. These Terms include the provisions in this document as well as those in the [Privacy Policy](#) and [Terms of Use](#). You agree to use best efforts to undertake and complete the Services in accordance with the descriptions specified therefor. You will report to the Chief Product Officer of the Company.

1. BACKGROUND

A. Registration. You must register and sign up for an account on the Vitalize Platform, select a password and user name (the “**Vitalize Coach ID**”), and provide us with certain information or data, such as your contact information, email address, profession, degrees and certification, and a personal biography. The Company may refuse to accept your application to provide Services, in its sole discretion. You promise to provide us with accurate, complete, and updated registration information about yourself. You are required to maintain and update your registration data from time to time, to ensure that it is always current, complete and accurate. You may not select as your Vitalize Coach ID a name that you do not have the right to use, or another person’s name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You will not share your Vitalize Coach ID, account or password with anyone, and you must protect the security of your Vitalize Coach ID, account, password and any other access tools or credentials. You are responsible for any activity associated with your Vitalize Coach ID and account. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security related to the Services or the Vitalize Platform.

B. Scheduling Coaching Session(s). Upon creation of the Vitalize Coach ID, the Vitalize Platform will allow you to create and schedule Coaching Session(s) that will be available to Users through the coach portal on the Vitalize Platform. You shall schedule each Coaching Session at least fourteen (14) days prior to the Coaching Session and shall provide weekly updates to the Company about your availability to provide Services. Prior to each Coaching Session, you will submit Content (as defined below) to the Company fourteen (14) days prior to each Coaching Session for the Company’s prior written approval by email, which is in its sole discretion. You may cancel a Coaching Session upon seven (7) days prior written notice to the Company through the Vitalize Platform in the event of an emergency or a conflict. You may only cancel a Coaching Session upon providing times during the Duration. If you do not attend your scheduled Coaching Session, cancel a Coaching Session and provide prior written notice more than 5 times, or cancel a Coaching Session without providing prior written notice to Company at least seven (7) days prior to such Coaching Session, the Company may terminate these Terms immediately.

When designing a Coaching Session, you will to provide us with certain information or data, such as: the Coaching Session title; the time zone in which you will perform the Coaching Session; presentation materials and/or any relevant documents, materials or information relating to such Coaching Session; the profession the Coaching Session is targeted towards; and a brief description of the Coaching Session to be shared with Users (collectively, “**Content**”). You promise to provide us with accurate, complete, and updated information in connection with your Coaching Session(s). In addition, you acknowledge and agree that each Coaching Session will be recorded in video and/or audio format, digitally or otherwise (collectively, “**Recordings**”).

The Company will work towards driving User engagement on the Vitalize Platform. In the event that an insufficient number of Users sign up for your Coaching Session(s), the Company may in its sole discretion cancel such Coaching Session(s) and/or modify the number of Coaching Sessions you may provide.

C. Anonymity. The Vitalize Platform will enable Users to join Coaching Session(s) and enable you to host the Coaching Session through the coach portal. The Vitalize Platform allows Users to remain anonymous by allowing Users to alter their voice, and allowing Users to turn off their camera on their device. You represent and warrant that you will not attempt to determine the identity of any User and you will not ask any User to: refrain from altering their voice, turn on their camera on their device, or disclose any personally identifiable information, including their name.

D. Publicity. The Company may disclose the fact that you provide Services to Users. You hereby grant the Company a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, sublicensable and transferable right and license to use your name, likeness, voice, biographical information and photograph in Recordings, in the Company's marketing and promotional materials and on the Company's website, including, without limitation, in biographies and testimonials presented on its website or in marketing and promotional materials. You will confirm your consent to the foregoing at any time upon request by Company. You may terminate such license in Section 1(d) in connection with your name, likeness, voice, biographical information, photograph at any time by providing the Company with written notice (email is sufficient).

2. COMPENSATION

As the only consideration due to you regarding the subject matter of these Terms, and in accordance with Company's usual accounts payable procedures, Company will pay you at the rate of \$_____ per hour for each Coaching Session satisfactorily performed and delivered. In the event that you schedule a Coaching Session and the Company cancels such Coaching Session due to low User engagement, then Vitalize will pay \$___ for such Coaching Session. If you (i) cancel a Coaching Session without providing prior written notice to Company at least seven (7) days prior to such Coaching Session or (ii) do not attend your Coaching Session, you will not receive any compensation for the Coaching Session. Promptly after execution of these Terms, Coach shall deliver to Company a properly completed and duly executed Department of the Treasury IRS Form W-9 or, if Coach is a non-U.S. person, a Department of the Treasury IRS Form W-8BEN (or other appropriate Form W-8).

3. LICENSES AND OWNERSHIP

You own and retain all rights, title and interest in and to the presentation materials and other Coaching Session-related documents that were made, developed or created by you, subject to the license granted herein and subject to this Section. Company retains all right, title, and interest in and to all Confidential Information, Recordings and the Vitalize Platform, and all materials displayed or performed or available on or through the Services or Vitalize Platform (except for materials that are delivered by you pursuant to these Terms), including, but not limited to, text, graphics, data, articles, photos, images, illustrations and other intellectual property and moral rights related thereto, including any copies and derivative works of the foregoing. You may (but are not obligated to) provide suggestions, improvements, insights, comments or other feedback to Company with respect to the Vitalize Platform or Services ("**Feedback**"). You agree to, and hereby do, grant to Company a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.

You hereby grant to Company a non-exclusive, worldwide, assignable, sublicensable, royalty-free, perpetual, irrevocable license to make, display, perform, use, reproduce, distribute, offer, sell, import, transmit, create derivatives of, provide access to, commercialize and otherwise exercise and exploit, in any and every manner and medium now or hereafter known, the Coaching Sessions and Content.

Notwithstanding anything else, in the event Company pays the production costs for any Coaching Session or assists in developing, making, modifying or creating a Coaching Session (each, a "**Company Session**"), Company will own and you agree to assign and hereby assign to Company, all rights, title and interest in and to such Company Session. Company hereby grants to you a non-exclusive, royalty-free license to use the Company Session only in connection with providing such Company Session on the Vitalize Platform. For clarity, you cannot use the Company Session on any third party platform or for your own commercial purposes.

To the extent allowed by law, all assignments made and any license granted to Company hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral rights, artist's rights, *droit moral* or the like. To the extent any of the foregoing is ineffective under applicable law, you hereby provide any and all ratification and consents necessary to accomplish the purposes of the foregoing to the extent possible. You will confirm any such ratification and consents from time to time as requested by Company.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION.

You understand and acknowledge that in connection with these Terms you may review or receive information considered by Company to be confidential or proprietary, including without limitation information or material relating to drawings, designs, products, services, fees, budgets, contacts, business plans, marketing, intellectual property, ideas, analyses, any information or data about User(s), business information of the Company, and/or data ("**Confidential Information**"). For clarity, all Feedback and Recordings are Company's Confidential Information. During and after the duration of these Terms, (i) you will maintain any and all Confidential Information in strict confidence, except if and to the extent such Confidential Information has been made generally available to the public through no fault of your own and (ii) you will not use any Confidential Information for the benefit of any person or entity other than Company or its affiliates, and only then with Company's prior written consent. Any breach or threatened breach of this Section may cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company is entitled to injunctive relief with respect thereto (without the necessity of posting any bond) in addition to any other remedies. Upon Company's request and upon termination or expiration of these Terms, you will promptly return to Company all originals and copies of any Confidential Information, and destroy all information, records and materials developed therefrom.

These restrictions will not prevent you from complying with any law, regulation, court order or other legal requirement that purports to compel disclosure of any Confidential Information. You will promptly notify the Company upon learning of any such legal requirement, and cooperate with the Company in the exercise of its right to protect the confidentiality of the Confidential Information before any tribunal or governmental body.

5. CONFLICTS OF INTEREST.

You may perform services for other persons and entities (including your own business); provided that such performance of services does not hinder your performance under these Terms or cause any breach of these Terms or your duties to the Company. You acknowledge and agree that: (i) you will not promote or advertise your services that you perform for other persons and entities (including your own business) during any Coaching Session(s) or to Users, and (ii) your performance under these Terms will not be hindered by your performance of services for other persons and entities (including your own business).

You agree that you will not knowingly make any statement, oral or written, through email, text message, or other communication platform, or cause or allow to be published in your name, any statement, interview, article, editorial, or commentary that is disparaging or negative of the Company, as determined by the Company. This non-disparagement covenant applies to any public or private statements, comments, or communications in any form, including on social media (including Facebook, LinkedIn, Twitter, Instagram, TikTok, Glassdoor, etc.) or any other forum. You agree that you will not in any way solicit any such statements, comments, or communications. Further, you shall not use the name, logo, or any likeness thereof of the Company without the Company's prior written consent.

6. TERM; TERMINATION

These Terms shall commence upon the effective date you agree to these Terms and shall continue for a period of [redacted] months ("**Initial Term**"). Following the Initial Term, these Terms shall automatically renew for additional successive [redacted] month periods (each, a "**Renewal Term**") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable (the Initial Term together with all Renewal Terms shall constitute the "**Duration**"). During the Duration, you agree to provide at least [redacted] Coaching Sessions ("**Availability**") each month. The Company may change your Availability in its sole discretion and based on User feedback and engagement and will provide seven (7) days prior written notice in connection with any such changes.

Company may terminate these Terms at any time, with or without cause, upon ten (10) days' notice to you. If you (i) cancel without providing prior written notice to Company seven (7) days prior to Coaching Session, (ii) cancel a Coaching Session and provide seven (7) days prior written notice more than 5 times, or (iii) do not attend your Coaching Session, the Company may terminate these Terms immediately. If Company breaches a material provision of these Terms, you may terminate these Terms upon thirty (30) days written notice, unless the breach is cured within that period.

Upon termination or expiration of these Terms, all accrued and undisputed fees will become due and payable to you within thirty (30) days of termination or expiration. Sections 1(C), 1(D) 2 (for amounts owed up to the date of termination) and 3 (the first two paragraphs and last paragraph) through 8 of these Terms will survive any termination or expiration of these Terms.

7. REPRESENTATIONS AND WARRANTIES

You represent, warrant and covenant that: (i) the Coaching Session(s) will be developed, delivered and administered in a professional and workmanlike manner, and in accordance with best industry practices and applicable law; (ii) all work under these Terms shall be your original work and none of the Coaching Session(s) nor any development, use, production, distribution or exploitation thereof or any of the Content will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, your right); (iii) you have the full right to provide Company with the assignments, licenses and rights provided for herein; (iv) fulfilling your obligations under these Terms shall not violate any agreement with or obligation to any other person or entity that you may have; (v) you will not disclose to Company or use for its benefit any trade secret or proprietary or confidential information of any third party; (vi) none of the Coaching Session(s) nor any part of these Terms is or will be inconsistent with any obligation or other contractual commitments you may have to others; and (vii) you will not provide medical advice or diagnoses, or any other healthcare services, or engage in the practice of medicine, including without limitation, any medical counseling, testing, prescription, procedure or therapy related to the avoidance, prevention, diagnosis or treatment of any acute or chronic illness, disease or condition, in connection with any of your Coaching Session(s) and interactions with Users.

8. GENERAL

A. Take Down Right. Company reserves the right to remove any Coaching Session from the platform at any time, for any reason (including, but not limited to, if someone alleges you contributed a Coaching Session in violation of these Terms), in its sole discretion, and without notice.

B. Restrictions. During the Duration, you acknowledge and agree that you will not: (i) encourage or solicit any employee, contractor or consultant of Company to leave Company for any reason, or service or solicit the business or patronage of any of Company's Users or other customers or divert, entice or otherwise take away from Company the business or patronage of any Users, customers or other coaches, or (ii) solicit the services of any other Coach in preparing to compete with any business or demonstrably anticipated business of Company; provided, however, that (i) will not apply to a User who respond to general or public advertisement of your business or directly approach you without undue influence or advertisement by you in breach of these Terms. You understand that the restrictions set forth in this Section are intended to protect Company's interest in its proprietary information and established relationships and goodwill with employees and business partners, and you agree that such restrictions are reasonable and appropriate for this purpose.

C. Relationship of Parties. For all purposes under these Terms, each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. You are an independent contractor (not an employee or other agent) solely responsible for the manner and hours in which the Coaching Session is developed and delivered, solely responsible for all taxes, withholdings and other statutory, regulatory or contractual obligations of any sort (including, but not limited to, those relating to workers' compensation, disability insurance, Social Security, unemployment compensation coverage, the Fair Labor Standards Act, income taxes, etc.), and not entitled to participate in any employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs of Company.

D. Assignment. These Terms and the performance contemplated hereunder are personal to you and you shall not have the right or ability to subcontract, delegate, assign or otherwise transfer any rights or obligations under these Terms without the prior written consent of Company. Any attempt to do otherwise shall be void and of no effect. Company may

transfer these Terms without your consent. These Terms will be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties.

E. Governing Law; Venue. This contract and any dispute arising hereunder shall be governed by the laws of the State of California without regard to the conflicts of laws provisions therein. Any dispute arising out of these Terms will be resolved by the state or federal courts located in California and the parties hereby submit to the exclusive jurisdiction of such courts.

F. Modification of Terms. We are constantly trying to improve our services, so these Terms may need to change along with our services. We reserve the right to change the Terms at any time, but if we do, we will send you a message through the Vitalize Platform, an email, and/or notify you by some other means. If you do not agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to provide Services. However, you agree to provide any and all remaining Coaching Session(s) that have already been approved by Company under the Terms that were previously agreed to by you. If you provide Services in any way after a change to the Terms is effective, that means you agree to all of the changes. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

G. Entire Agreement; Amendment; Modification or Waiver; Notices. These Terms constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter of these Terms (and all past dealing or industry custom). Any notices in connection with these Terms will be in writing and sent by first class US mail, confirmed email, or major commercial rapid delivery courier service to the address specified on Company's website or your address as associated with your Vitalize Coach ID.

H. Miscellaneous. Headings are for convenience of reference only and shall in no way affect interpretation of the agreement. No change, consent or waiver to these Terms will be effective unless in writing and signed by the party against which enforcement is sought. The failure of a party to enforce its rights under these Terms at any time for any period will not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in these Terms is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event that any provision of these Terms is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.