

# Terms and Conditions of Program Enrollment

## 2022 Student Coaching 12 Month Enrollment Form

- 1. The Program.** Parent engages the services of Southwestern Consulting, Inc. ("SWC") for the following, the composite of which is designated as the Collegiate Edge Coaching program as notated on the front of this agreement that the Student elects to complete (the "Program"):
  1. 30 to 45 minutes personal coaching call per month (minimum of 24 calls during the program term);
  2. (ii)30-minute update call with parents
  3. Program's digital and print materials.
- 2. Commitment.** The Student pledges his/her commitment to applying best efforts to optimize his/her learning experience provided by the Program. The Parent agrees to be solely responsible to SWC for full payment for the Program
- 3. Term.** Student commits to an initial twelve (12) month participation in the Program upon signing this Agreement. Following expiration of the initial twelve month term, this Agreement shall run month-to-month until such time as either party or both parties terminate this Agreement or the Program in accordance with this Agreement.
- 4. Cancellation.** To terminate this Agreement after the initial twelve month term, the Parent must provide SWC at least 30 days either by print written notice or confirmed email. Termination will take effect at the end of the next billing cycle following such notice. SWC reserves the right to terminate this Agreement at any time upon providing Parent and Student with 30 days' notice. Upon termination or expiration of this agreement, the Student will no longer have authorized access to the services, materials, and database of SWC. The Parent and Student may order services from SWC on an order by order basis on SWC's then prevailing terms. If the Parent or Student Client discontinues his/her participation in the Program before the expiration of the initial twelve months of this Agreement, the Parent agrees to pay SWC any remaining balance of the fee that the Parent originally agrees to pay hereunder.
- 5. Non-Payment.** Parent's failure to pay or pay per terms will result in
  - a) the Student's immediate ineligibility in the Program,
  - b) Student's forfeiture of all rights and privileges of a fully paying enrollee of the Program.
- 6. Limited Liability.**
  1. SWC asserts, and the Parent and Student each acknowledge, that the Program is designed for individuals who clearly understand that they are responsible for their own self-advancement and professional training, whether before, during or after participation in the Program. The Student

understands that his/her own habits and talents will dictate results associated with his/her participation in the Program. With regards to services rendered by SWC per the terms of this Agreement, the parties agree that SWC shall not be liable to the Parent or Student or any other person or institution that may claim any right or remedy under this Agreement or for any acts or omissions related to the services rendered by SWC or by any of its employees, coaches and/or speakers who assist with rendering SWC's services under this Agreement, except for any acts and omissions that are intentionally wrongful, malicious or grossly wanton in nature. Further, the Parent, for himself/herself, his/her Student in the Program, spouse, issues, heirs, beneficiaries, estate, representatives and assigns agrees to DISCHARGE and HOLD HARMLESS Southwestern Consulting, Inc., its parent and related entities and their respective officers, directors, employees, representatives, agents, successors and assigns from any and all demands, claims, actions, injuries, losses, damages, liabilities, expenses and any other obligations arising or occurring from or incidental to Student's participation in the Program and SWC's services rendered hereunder, insofar as not proximately caused by the willful misconduct or gross negligence of SWC, its employees, coaches and speakers participating in the Program.

**7. Governance.** This Agreement is made in Nashville, Tennessee and is governed by Tennessee law. If a dispute or claim by and among the parties hereto arises under this Agreement, the parties agree to exercise reasonable efforts to resolve same in a timely and constructive manner before resorting to legal intervention. However, if a party brings suit against another party hereto under this Agreement or otherwise, each party shall submit exclusively to the courts of competent jurisdiction, state and federal, situated in Nashville, Davidson County (Middle District), Tennessee in which event each party shall WAIVE ALL RIGHTS TO A JURY TRIAL. The parties may mutually agree, in writing to have any such dispute or claim arbitrated or mediated in lieu of court proceedings; and, in such an event, the parties must present their disputes and claims before an impartial and qualified sole arbitrator or mediator in Nashville, Tennessee and will share equally the expense of same and bear their own costs and attorneys' fees. Further, all papers, documents, data, evidence, and settlement discussions, whether written or oral, made a part of the dispute resolution proceedings will be deemed by the parties and by the third party arbitrator/mediator to be confidential. Despite the foregoing, nothing herein shall prevent either party hereto from petitioning for and obtaining from a court extraordinary relief, including a temporary restraining order or other injunctive relief, without having to post security.

## **8. Confidentiality**

1. The Parent and Student each acknowledge and agree that they will gain access to proprietary systems of SWC and knowledge of certain special know-how and other trade secrets of SWC that will be made available to them in exchange for the Program fees due and payable to SWC under this Agreement. Nothing in this Agreement or anywhere else grants any license or permission to the Parent or Child or any third party to possess, use, disclose, commercially exploit, sell, or license any trade secrets, intellectual property and related property interests, or any other assets of SWC other than for the limited purpose of the Student using his/her new knowledge and training acquired in the course of the Program to work towards personal and career goals, subject to the limitations set forth in Section 6 of this Agreement.

2. The Parent and Student each agree not to directly or indirectly cause, induce, or allow the

reproduction, copying, duplicating, transferring, uploading, modifying, plagiarizing, reselling, licensing, passing off, or commercial exploitation of any trademarks, copyrighted content, other intellectual work product, or trade secrets of SWC except for the sole purpose of participating in and learning from the Program in the manner intended and permitted by SWC and its assigns, and for no other reason.

3. In the event SWC seeks publicity for the Program and/or the Student receives financial support or public sponsorship for the Program, SWC, its agents and assigns reserve the right, and the Parent and Student hereby grant such right, for SWC to post testimonials and/or publish and engage in marketing such details including, without limitation, the Client's progress and training in the Program.
9. **Recovery.** The Parent agrees to be solely responsible to SWC, its agents and assigns for all costs and fees of the Program. Parent agrees to pay and indemnify SWC, its agents and assigns for all unpaid fees and any other loss, damage or liability caused, induced or allowed by the Student and/or the Parent in connection with the Program, including, without limitation, infringement of intellectual property rights or misappropriation or unauthorized use of any copyrighted materials, trade secrets or other property of SWC. This obligation of indemnification shall include, in addition to damages, recovery by SWC, its agents and assigns of its reasonable attorney's fees and costs of collection incurred in connection therewith plus court costs and statutory interest.
10. **Parties Bound.** Neither the Parent or the Student will assign or transfer any Program entitlements or obligations under this Agreement to any third party. SWC may in its sole discretion assign or delegate any portion of the Program to one or more employees, coaches or speakers of its choice as prevailing circumstances dictate.
11. **Severability.** If any clause or provision of this Agreement is deemed by competent judicial authority or an arbitrator to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity and enforceability of all of the other provisions hereof, and this Agreement may be reformed to make the offensive provision fully enforceable to the fullest extent without defeating the parties' original business purpose for this Agreement.
12. **Entirety.** This Agreement, together with its applicable schedules, exhibits and addenda signed off or otherwise expressly agreed to by the parties constitute the sole and entire understanding and agreement of the parties relative to the subject matter hereof and govern and supersede all prior representations, understandings and agreements as between the parties respecting the subject matter hereof.
13. **Waiver; Amendments.** All notices, waivers, amendments and binding modification relative to this. Agreement will not be legally effective unless in writing and signed and dated or otherwise expressly acknowledged by at least the party to be charged therewith, and the parties agree that confirmed as received and opened email will constitute a writing.

#### 14. Notices

1. Any print written notice to Southwestern Consulting, Inc. shall be deemed to have been given on the date delivered by overnight express courier, or three (3) business days after deposit thereof via U.S. certified mail, postage prepaid, addressed to the attention of Tim Nowak, Chief Financial

Officer Southwestern Consulting™, 2451 Atrium Way, Nashville, TN 37214, subject to such other address as may subsequently be given to the Client in writing.

2. Any written notice to be given hereunder to the Student and/or to the Parent will be delivered to the Parent at the address entered on the front page of this enrollment form and will be delivered either personally or via express mail or via email.
3. This Agreement is intended to be executed electronically/digitally but also may be executed in print if circumstances dictate.
4. **Parental Consent.** The Parent shall execute a Parental Permission in the form presented by SWC as a condition to this Agreement taking effect.

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