

# Consulting and Training Agreement

THIS AGREEMENT dated as of \_\_\_\_\_, 20\_\_ between **Maxum Communications, Inc. (Maxum)**, of P.O. Box 50264, Indianapolis, IN 46250 (the "1st Party") and \_\_\_\_\_ (**2<sup>nd</sup> Party**), of \_\_\_\_\_.

**IN CONSIDERATION** of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Peer Group Training is delivered via the internet. 2<sup>nd</sup> Party shall have individual access to Peer Group training and materials as long as they are enrolled in the program and have paid according to terms of this Agreement. 2<sup>nd</sup> Party is enrolled in:
  - Certified Peer Group Leader Training & Tools – One payment of \$995
  - Certified Peer Group Leader Training & Tools – Five payments of \$295
  - Peer Group Marketing Training & Tools – One payment of \$3495
  - Peer Group Marketing Training & Tools – Six payments of \$695
  - Both programs – One payment of \$3795
  - Both Programs – Seven payments of \$695

Certified Peer Group Leader Program covers leading peer group meetings, one-on-one coaching, and client retention. Trainee shall also receive a digital copy of the peer group tools for their personal use.

Peer Group Marketing Program covers marketing peer groups, seminar marketing, seminar delivery, seminar project management, and conducting the selection interviews. Trainee shall also receive a digital copy of the peer group marketing tools for their personal use.

- 2<sup>nd</sup> Party is licensing the training and materials and is free to use these materials in any reasonable way to create peer groups or coaching clients. These 2<sup>nd</sup> Party has a usage license for these materials so long as they are paid in full. 2<sup>nd</sup> Party may not share, reproduce, reverse engineer, resell, or use these materials at the foundation of any product/service to the detriment of Maxum. In other words, be ethical with our materials and use them for their intended use.
- 2<sup>nd</sup> Party shall have no actual or implied authority, nor shall 2<sup>nd</sup> Party act in any way to insinuate he/she is acting on behalf of Maxum. Neither Maxum nor 2<sup>nd</sup> Party shall have any future obligations as a result of this Agreement. Our materials are proprietary and confidential. They are our property to be read by you only. You may not use our confidential information in any unauthorized manner, and you must take reasonable steps to prevent its disclosure to others. All of our written materials are copyrighted, whether specifically marked copyright or not. You may use our materials for your own use but cannot reproduce any of our materials without prior written permission.
- 2<sup>nd</sup> Party shall not solicit any employee or client of any Maxum Communications, Inc. for one-year after the execution of this Agreement. In addition, 2<sup>nd</sup> Party acknowledges they have no affiliation with the any company in the peer group, business coaching industry which has more than one location.
- This Agreement is non-assignable and non-transferable. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana, County of Marion, as such laws are applied to contracts entered into and performed in such State. If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision will be deemed modified to eliminate the invalid element and, as so modified, such provision will be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement will not be affected by such modification. All monies and fees shall be deemed earned upon the signing of this Agreement. Any credit card or other payment method given by 2<sup>nd</sup> Party shall be duly authorized for use towards any monies owed under this Agreement.

**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto as of the date first above written.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maxum Communications, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
2nd Party