

Principle Centered Marketing Coaching™ AGREEMENT

Ascend Marketing, Inc.

Ph: 801.254.7964 Fax: 254.7963 E-mail: mail@ascendmarketing.com

1044 Louise Meadow Dr. South Jordan, UT 84095

For: \_\_\_\_\_ of:

Whereas \_\_\_\_\_ of \_\_\_\_\_ (The Trainee) has a desire to participate in the Principle Centered Marketing Coaching™ Process with \_\_\_\_\_ (The Coach), the parties agree as follows:

**THE COACH WILL PROVIDE...**

1. All materials required for the Trainee to complete the Coaching Process.
2. A complete Marketing Needs Analysis of the Trainee's business.
3. A series of 12 to 16, 40 to 50 minute personalized Coaching Sessions
4. On-going critique and suggestions for improvement of the Trainee's marketing systems in all three areas of business building; a)more customers; b)more money; c)more often.
5. Preferred pricing on advertising agency services from Ascend Marketing, Inc. The Trainee's discount for these services is 35%.
6. Additional products and services as may be added from time to time.

**TRAINEE'S RESPONSIBILITIES**

1. Examine, with the Coach's help, your marketing efforts and accurately report their results. Identify the specific marketing and other challenges you face in your business, and cooperate with the Coach to implement changes, which may result in increases.
2. Take personal responsibility for your marketing. (You may delegate specific assignments or have others participate in the program.)
3. Adopt an open mind and a willingness to test and apply programs and strategies the Coach recommends and to track results.
4. Participate fully in the Coaching calls. To view these conferences as pre-scheduled meetings to which both Trainee and Coach are dedicated. Trainees may reschedule Private Coaching Calls without penalty, as long as the Coach is notified at least 24 hours in advance of the session.
5. Faithfully complete assignments and e-mail or fax written work to the the Coach at least 24 hours in advance of each Coaching session.
6. Remit payments on time.

**ACKNOWLEDGEMENT OF COACH AS AN INDEPENDENT CONTRACTOR**

The Trainee acknowledges that The Coach is an Independent Contractor and not an employee, partner, agent or legal representative of Ascend Marketing, Inc. The Trainee releases Ascend Marketing, Inc. and any of its affiliated entities and officers, directors,

agents and employees from all liability for any of the Coach's actions or omissions. The Trainee also waives any claims or causes of action which the Coach (or others acting for the Coach) may assert respecting the Coach's status as an Independent Contractor arising out of any of the Coach's acts or omissions. The Trainee agrees to indemnify and hold harmless Ascend Marketing, Inc. for any claim, action or liability asserted, arising out of the Coach's actions, omissions or representations in conducting the Coach's business, including attorney fees actually paid.

#### NON-DISCLOSURE OF PROPRIETARY INFORMATION

The Trainee agrees not to disclose any Ascend Marketing, Inc. proprietary information, trade secrets, copyrighted, trademarked, or otherwise protected principles, strategies, business methods, programs, terminology, etc., to any other business entity or individual without the express written permission of Ascend Marketing, Inc. under pain of termination of the agreement and forfeiture of guarantee and/or refund rights, and other legal recourse. The Trainee may be granted limited license of some Ascend Marketing, Inc. proprietary materials during and beyond the duration of the Coaching Process.

#### TUITION OPTIONS

Regular tuition for Coaching Process participation is \$7,200.00 for the four to six-month program. Tuition is payable by the following options.

- OPTION A: Save \$600.00 by making a single payment of only \$6,600.00.
- OPTION B: Make four installments of \$1,800.00 with the first payment being due upon execution of this agreement and with three additional payments being due at 30-day intervals, with the next payment due 30 days from execution of this agreement.
- OPTION C: Special arrangements as follows...

---

---

---

---

---

Monthly payments will not be invoiced. The Trainee agrees to authorize a monthly checking account draw or charge to one of the four major credit cards. The undersigned agrees to pay a late fee of 5% of the payment amount in the event any payment is not received by Ascend within 5 days of the due date, and agrees to pay reasonable attorney and court costs in the event collection proceedings are required. All parties agree that the terms of this agreement are to be upheld and enforced under the laws of the State of Utah.

#### GUARANTEES

Your Principle Centered Marketing Coaching Process is RISK FREE with this exclusive, double GUARANTEE:

1. 2-Session Trial Guarantee: Experience the program for two sessions. Complete the Marketing Needs Analysis that comes with your membership, be coached, and work on the assignments. If you decide the program is not for you, simply inform your Coach at the beginning of your 3rd coaching session and you will be entitled to a full refund upon return of all materials.
2. One Year, 4X Your Investment Guarantee: Complete the Coaching Process and put what you learn to use in your business according to the specific terms of the written guarantee, which are a part of this agreement. If, at the end of one full year from the commencement of your program, you haven't demonstrated an increase in sales or a decrease in expenses or a combination of the two equal to four times your investment in the Coaching Process, you may elect to request and receive a refund and keep the materials. The total of your investment, or the difference of earnings vs. four times your investment, whichever is less, will comprise your refund.

#### CANCELLATION, TERMINATION, HOLDS, REFUNDS

1. Once your two-session trial period is over, the agreement is considered binding for the duration of the program.
2. On very rare occasions, Ascend may elect to terminate a Trainee for being consistently non-compliant with the agreement. Should this happen, no refunds will be due to the Trainee. Materials must also be returned to the company.
3. In the case of termination, either by The Trainee or Ascend, proprietary materials from Ascend Marketing must be returned, immediately upon notice.
4. On very rare occasions, Trainees have circumstances arise in their lives that require them to put their Coaching Process on hold or to suspend participation for a time. This is acceptable as long as it is approved by Ascend and a specific time to re-engage in the program is identified. Holds that last for more than 45 days will reduce the guarantee to one-time the trainee's investment, unless otherwise approved by Ascend. Multiple holds in the process will void the guarantee, unless otherwise approved by Ascend.

To commence your membership, check the payment option you want above, sign below, and remit your appropriate initial payment.

Payment Method: \_\_\_\_\_ Credit Card    \_\_\_\_\_ Check (#\_\_\_\_\_)

Credit Card:  VISA  MC  AMEX  DISC    Exp. Date: \_\_\_/\_\_\_

Card # or Bank Account #: \_\_\_\_\_

Agreement entered into this \_\_\_\_\_ of \_\_\_\_\_, 200\_\_\_\_\_  
Day Month

Signed: *Jim Ackerman*

Authorized Ascend Marketing, Inc. Licensed Coach Signature

Signed: \_\_\_\_\_ Title \_\_\_\_\_  
Authorized Client Signature

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_