



Bullies to Buddies, Inc. 65 Fraser St. Staten Island, NY
Tel: 718-983-1333/866-983-1333 Fax: 718-983-3851

TRAINER AGREEMENT

This Agreement is entered into as of the ____ day of _____, 20__, between Bullies to Buddies™, Inc. ("the Company") and _____ ("the Trainee").

1. **Engagement of Services.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Trainee to learn to perform the philosophy and techniques of the Bullies To Buddies System, and the Trainee hereby accepts such engagement.

2. **Term:** This engagement shall begin at the signing of this Agreement and shall continue in full force and effect for as long as the Trainee employs the Bullies To Buddies System, unless terminated by operation of and in accordance with this Agreement.

3. **Compensation:** As full compensation for the training services rendered pursuant to this Agreement, the Trainee shall pay to the Company a training fee of one thousand five hundred dollars (\$1,500.00) for the Level One Training Course at the signing of this Agreement. The fee for the Level Two Training Course is one thousand dollars (\$1000.00).

4. **Training and Training Materials:** The training program takes up to one (1) year and the Company will provide materials for the trainee including but not limited to a training manual, books, CDs, and a DVD program (the "Training Materials").

a. The Trainee may retain all of the Training Materials supplied by the Company, provided however the Trainee may not change, alter, revise, add to, subtract, or copy any of the Training Materials provided by the Company or in any manner distribute the Training Materials to any third party without the written permission of the Company, unless such distribution is made pursuant to a Bullies To Buddies training activity undertaken by the Trainee.

b. All rights to the Training Materials, and any portions thereof, including but not limited to copyrights belong exclusively to the Company and nothing in this Agreement shall be construed to transfer any such rights.

5. **Term and Termination.** The term of this Agreement shall extend for as long as the Trainer is providing the Bullies To Buddies Program, provided, however, the Company may terminate this Agreement and revoke the Trainee's certification if the Trainee violates any of the terms of this Agreement or fails to provide the Bullies To Buddies Program, consistent with the training and Training Materials.

6. **Confidentiality.** The Trainee acknowledges that during the engagement they will have access to and become acquainted with various trade secrets, innovations, processes, information, records and methods of counseling intervention developed and owned by the Company and/or used by the Company in connection with the operation of its business. The Trainee agrees that they shall not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the Trainee's counseling programs undertaken consistent with the Bullies and Buddies System.

7. **Certification.** Upon successful completion of the Training Program, and in the sole discretion of the Company, the Company shall issue to the Trainee a certification indicating that the Trainee has completed their training program. Upon obtaining the certificate, the Trainee may solicit opportunities to provide the Bullies To Buddies Program to others, provided, however, the Trainee may not "train" any "trainers" or issue any certification for the Bullies and Buddies Program.

a. The Trainee may offer the Bullies To Buddies Program to third parties using "Bullies To Buddies Program" or as a trainer certified by Bullies To Buddies, Inc., provided, however, the Trainee must offer the program in

their individual name and not through a Bullies To Buddies corporate entity. In all such offerings, the Trainee shall retain the Company's name on all of the Training Materials, and shall use the Company's approved contract with all third parties for whom the training is offered.

- b. When providing the "Bullies To Buddies Program" to any third parties, the Trainee shall be liable for all claims by such third parties and shall, at their own expense, indemnify, defend and hold the Company, and its directors, officers, employees, agents harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) incurred in connection with any claim that is made by such third parties. The Trainee shall promptly notify the Company in writing of any third party claim, and Company shall have the right to individually or collectively defend the claim. The Trainee may not enter into a settlement agreement without the written consent of the Company.

8. Independent Contractor. Company's relationship with Trainee is that of an Independent Contractor, and nothing in this Agreement is intended, or should be construed, to create a partnership, joint venture or employment relationship. Neither party is authorized to make any representation, contract or commitment on behalf of the other unless specifically authorized in writing to do so.

9. Governing Law. The laws of the State of New York shall govern this Agreement, without giving affect to any conflicts of law principles that would result in the application of the laws of a different jurisdiction. Unless waived by the Company, the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the courts located in the State of New York in Richmond County and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

10. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt.

11. Injunctive Relief. The Company's Work Product under this Agreement is of a unique character that gives it particular value. Failure to compensate the Company or use of the Work Product beyond the rights granted herein will result in irreparable and continuing damage to the Company for which there shall be no adequate remedy at law. In the event of such breach, the Company shall be entitled to injunctive relief and/or a decree for specific performance, in addition to further monetary damages as may be appropriate.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

13. Assignment. Neither party may assign any of their rights under this Agreement, or delegate the performance of any of their duties hereunder.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date set forth above.

BULLIES TO BUDDIES, INC.

TRAINEE

By: _____

By: _____