**HARRIS CERTIFIED COACH AFFILIATE AGREEMENT**

This Harris Certified Coach Affiliate Agreement (the “**Agreement**”) is made and entered into as of\_ , 2018 (“Effective Date”) by and between ZGH Holdings LLC DBA Tim & Julie Harris® Real Estate Coaching., a Nevada corporation with its principal place of business at 2620 S. Maryland Pkway, Las Vegas, NV 89109 (“**ZGH**”); and the Certificate Holder (“**Affiliate**”).

**INTRODUCTION**

ZGH is the exclusive owner of the Tim & Julie Harris® brand for real estate coaching services and related goods and services. In the interest of making its techniques widely available, ZGH encourages individuals and entities that understand and agree with the Tim & Julie Harris® philosophy to join the community of Harris Certified Coaches and be properly licensed to use the Tim & Julie Harris® name. This Agreement governs your right to use the Tim & Julie Harris® brand in connection with ZGH’s unique real estate coaching & training program.

**TERMS AND CONDITIONS**

1. Grant of License and Restrictions.

a) Subject to the terms and conditions of this Agreement, ZGH grants to Affiliate, and Affiliate accepts, a limited, revocable, non-exclusive, non-transferable, non-assignable, and non-delegable license to use the Tim & Julie Harris® trademark solely to identify himself or herself as a “Tim & Julie Harris® Certified Coach” Or “Harris Certified Coach” In this regard, the Affiliate may only use the Tim & Julie Harris® trademark to:

i) List the Tim & Julie Harris® Certified Coach” Or “Harris Certified Coach” designation on a business card; and

ii) List the Tim & Julie Harris® Certified Coach” Or “Harris Certified Coach” qualification on a biography, resume, curriculum vitae, or professional biography.

* b)  The Affiliate shall not refer to herself or himself as a “Certified” Affiliate unless that person has passed the Certified Affiliate Exam and has complied with all other requirements to maintain the certification.
* c)  The Affiliate shall not use the Tim & Julie Harris® trademark or any of ZGH’s other trademarks/ service marks, taglines copyrighted content, or logos in any manner other than as expressly provided for in this Agreement. All rights not specifically granted by ZGH to Affiliate are expressly and exclusively reserved by ZGH.
1. Nature of Relationship.  The parties to this Agreement are independent, and no agency, partnership, joint venture, employee-employer or franchisee-franchisor relationship is intended or created by this Agreement. Neither party shall have any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or the power to bind the other party in any respect whatsoever.
2. Term, Termination, and Renewal.

a) The term of this Agreement will begin on the Effective Date and continue for a period of one (1) years unless terminated earlier in accordance with the provisions of this Agreement. This Agreement will automatically renew if:

i) The Affiliate renews the Certificate by re-enrolling in the Harris Certified Coach training program; or

b) This Agreement may be terminated by ZGH immediately after written notice to Affiliate if Affiliate:

i) Refuses or fails to perform any of its obligations or covenants under this Agreement or breaches its obligations to ZGH;

ii) Publicly denounces, slanders, defames or denigrates ZGH, its officers, principals, or agents either orally, visually or in writing (including through digital or electronic means or methods such as social media); or

iii) Engages in or persists in conduct that would reflect unfavorably upon ZGH, the ZGH IP, or upon the operation and reputation of ZGH’s business, including, without limitation, a felony or any other criminal act, conduct or misconduct that would raise a substantial question about the Affiliate’s fitness or ability to train others.

c) If ZGH terminates this Agreement, Affiliate shall immediately discontinue all use of the ZGH IP. Affiliate shall remove and delete all of his or her uses of the Tim & Julie Harris® mark. Affiliate shall also ensure that all third-party uses of the Tim & Julie Harris® mark in association with Affiliate’s name or identity (on social media, webpage or any other platform or location) are permanently deleted and removed.

* Damages and Attorneys’ Fees.
	1. a)  Affiliate’s breach of this Agreement and/or use of the ZGH IP in a manner that exceeds the scope of the limited license provided by this Agreement may constitute trademark infringement, copyright infringement, unfair competition, and false advertising, among other violations. ZGH reserves all rights to pursue all claims, damages and relief against Affiliate related  to Affiliate’s breach of this agreement, including his or her failure to perform any of the obligations or covenants under this Agreement.
	2. b)  ZGH will be entitled to recovery of its attorneys’ fees and other costs of suit if ZGH obtains a judgment in its favor against Affiliate in any legal proceeding arising out Affiliate’s breach of this Agreement, including his or her refusal or failure to perform any of the obligations or covenants under this Agreement.
	3. c)  THE TOTAL LIABILITY OF ZGH TO AFFILIATE IN ANY EVENT IS LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY AFFILIATE TO ATTEND THE HARRIS CERTIFIED COACH PROGRAM. ZGH is not liable to Affiliate or any third party for any indirect, special or consequential damages. For the avoidance of doubt, this means that ZGH is never liable to Affiliate (or any other third party) for Affiliate’s (or any other third party’s) expenditures, investments, leases, commitments lost revenue, lost profits, or lost data, even if ZGH terminates or breaches this Agreement.
* Indemnification.  The Affiliate shall indemnify, defend at ZGH’s request, and hold harmless ZGH and its subsidiaries and affiliated entities, and each of their respective officers, affiliates, directors, agents and employees from and against any and all actions, claims, liabilities, judgments, settlements, losses, damages, expenses and costs (including court costs and attorneys’ fees), arising from or related to any third party claim, suit or proceeding brought against any ZGH Party which arises from or is related to: (a) Affiliate’s breach of any of its obligations described herein; (b) infringement or misappropriation by Affiliate of any intellectual property, personal or proprietary right of ZGH, or any third party; (c) property damage, personal injury, or death based on Affiliate’s negligent, reckless, or willful acts or omissions; or (d) any other actions, claims, liabilities, losses, damages, expenses and costs related to Affiliate’s relationship with ZGH

6. Governing Law and Forum Selection.

* This Agreement shall be governed by and construed under the laws of the State of Nevada, notwithstanding its conflict of law provisions. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be exclusively brought in the United States District Court, State of Nevada. The parties will not raise in connection therewith, and hereby waive, any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action, suit or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this agreement.

7. Earnings Disclaimer:

* Every effort has been made to accurately represent this product/service and its potential. In terms of earnings, there is no guarantee that you will earn any money using the techniques and ideas in this material or on this website. Information presented on this website is not to be interpreted as a promise or guarantee of earnings. Earning potential is entirely dependent on the person using our product, ideas and techniques.

Any claims made of actual earnings or examples of actual results can be verified upon request. Your level of success in attaining the results claimed in our materials depends on the time you devote to the program, ideas and techniques mentioned, your finances, knowledge and various skills. Since these factors differ according to individuals, we cannot guarantee your success or income level.

Any and all forward looking statements here or on any of our sales material are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and no guarantees are made that you will achieve results similar to ours or anyone else’s. No guarantees are made that you will achieve any results from our ideas and techniques in our material.

**AGREEMENT SIGNATURES**

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

Affiliate:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ZGH Holdings, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Tim Harris

Title: CEO, ZGH Holdings LLC