

CADEX Legacy, LLC — Coach Onboarding Packet

Company: CADEX Legacy, LLC (a Texas limited liability company)

Owners: Brett Skinner (brett@cadexlegacy.com) and Eric Skinner (eric@cadexlegacy.com)

Contact: cadexlegacy@cadexlegacy.com | cadexlegacy.com

Effective Date: Upon execution by both parties

This packet contains four parts:

- **Part 1:** Independent Contractor Agreement
- **Part 2:** Coach Code of Conduct
- **Part 3:** Background Check Consent & Authorization
- **Part 4:** Exhibit A — Intellectual Property Assignment

COACH INFORMATION *(to be completed at execution)*

Field	Value
Coach Full Name	_____
Email Address	_____
Phone Number	_____
Date of Agreement	_____

1. INDEPENDENT CONTRACTOR RELATIONSHIP

1.1 Nature of Relationship

Contractor is engaged by CADEX Legacy, LLC as an **independent contractor**, not as an employee. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, or agency relationship of any kind. Nor shall Contractor be entitled to any equity ownership in CADEX Legacy, LLC. This Agreement may be terminated at will, with or without cause, solely at the discretion of CADEX Legacy, LLC.

1.2 No Employee Benefits

As an independent contractor, Contractor is not entitled to any employee benefits from CADEX Legacy, including but not limited to: health insurance, retirement or 401(k) benefits, paid vacation, paid sick leave, workers' compensation coverage, unemployment insurance, or any other benefit typically provided to employees.

1.3 Tax Responsibilities

Contractor is solely responsible for all federal, state, and local taxes on compensation received under this Agreement, including self-employment taxes. CADEX Legacy, LLC will issue IRS Form 1099-NEC to Contractor for payments totaling \$600 or more in a calendar year. **Contractor must provide a completed IRS Form W-9 before receiving any payment.**

2. SERVICES

2.1 Training Services

Contractor agrees to provide youth athletic training services to clients booked through the CADEX Legacy Platform, including:

- Individual (1-on-1), semi-private, and group training sessions for athletes ages 8–17•
Position-specific football skill instruction
- Speed, agility, and conditioning training
- Film review preparation and participation in Zoom coaching sessions (as assigned)

- Any other training services agreed upon in writing by both parties

2.2 Quality Standards

Contractor agrees to:

- Deliver all sessions in a professional, safe, and age-appropriate manner
- Follow CADEX Legacy's Playbook standards and approved training methodologies
- Arrive on time and fully prepared for all scheduled sessions
- Complete post-workout reports through the Platform promptly following each session
- Treat all clients, athletes, and CADEX Legacy personnel with dignity and respect
- Maintain the confidentiality of all client and athlete information accessed through the Platform
- Comply with the Coach Code of Conduct (Part 2 of this Packet) at all times
- Comply with the Minor Safety & Abuse Prevention Policy at all times

2.3 Background and Qualifications

Contractor represents and warrants that they:

- Have no criminal convictions for violent crimes, sexual offenses, crimes involving minors, or crimes of moral turpitude
- Are not on any sex offender registry
- Are not prohibited by law from working with or being present around minors
- Will immediately disclose to CADEX Legacy, LLC any criminal charge, arrest, or conviction occurring during the term of this Agreement
- Have disclosed all facts material to their suitability for youth coaching

CADEX Legacy, LLC reserves the right to conduct background checks on Contractor at any time during the term of this Agreement. See Part 3 (Background Check Consent).

3. COMPENSATION

3.1 Session Fee

Contractor will be compensated for each completed and CADEX Legacy-approved training session. The compensation schedule is as follows:

Contractor receives: \$35.00 per completed and approved session, regardless of session type or format.

The compensation schedule may be updated by CADEX Legacy with **30 days' written notice** to Contractor.

3.2 Restock Order Reimbursement

If Contractor is required to purchase athlete-requested snacks, drinks, or supplies for a specific session and documents the purchase through the Platform's restock order system, CADEX Legacy will reimburse the approved amount as part of the next payout batch. Unapproved purchases will not be reimbursed.

3.3 Payment Schedule

CADEX Legacy will initiate payment to Contractor via Stripe Connect transfer after:

- The session has been completed and confirmed
- The post-workout report has been submitted and approved by CADEX Legacy
- CADEX Legacy has triggered the payout batch (typically weekly)

3.4 Stripe Connect Requirement

Contractor must connect a Stripe Express account through the Platform to receive payments. Contractor is responsible for completing Stripe's identity verification. CADEX Legacy is not responsible for payout delays caused by Stripe's verification process or Contractor's failure to maintain a connected account.

3.5 Refunds and Chargebacks

If a client receives a refund for a session already paid out to Contractor due to a chargeback, refund, or disputed charge, CADEX Legacy, LLC reserves the right to deduct the refunded amount from a future payout.

4. SCHEDULE AND AVAILABILITY

4.1 Contractor Control

Contractor retains full control over their schedule and availability. Contractor sets available times through the Platform. There is no guaranteed number of bookings.

4.2 Minimum Weekly Availability

To maintain active status on the Platform, Contractor agrees to maintain a minimum of **five (5) hours of weekly availability**. Failure to maintain minimum availability may result in suspension from the Platform pending review.

4.3 Schedule Change Notice

Contractor agrees to provide at least **14 days' advance notice** before removing or reducing availability time slots that have no existing bookings. Availability slots with confirmed bookings may not be removed; any conflict must be escalated to CADEX Legacy immediately.

5. PLATFORM USE AND NON-SOLICITATION

5.1 Account Access

CADEX Legacy will provide Contractor with access to the coach portal. This access is personal to Contractor and may not be shared.

5.2 Non-Solicitation

During the term of this Agreement and for **twelve (12) months** following termination, Contractor agrees not to:

- Solicit, contact, or arrange private training sessions with any CADEX Legacy client or athlete outside of the Platform
- Encourage any CADEX Legacy client to discontinue using the Platform

5.3 Confidentiality of Client Data

All client information accessed through the Platform — including athlete names, health information, contact details, and session data — is confidential and the exclusive property of CADEX Legacy. Contractor may not use this information for any purpose other than delivering training services through the Platform.

6. INTELLECTUAL PROPERTY

6.1 Platform Content Ownership

The CADEX Legacy Playbook, training curriculum, platform software, branding, and all related materials are the exclusive property of CADEX Legacy, LLC. Contractor acquires no ownership rights by virtue of this Agreement.

6.2 Work Product Assignment

Contractor hereby irrevocably assigns to CADEX Legacy, LLC all right, title, and interest — including all intellectual property rights — in any work product, content, or materials created in connection with services under this Agreement, including but not limited to: post-workout reports, voice memos, video recordings, training plans, written feedback, and any other materials submitted through the Platform.

This assignment is made for good and valuable consideration, receipt of which is acknowledged. See **Exhibit A** (Part 4 of this Packet) for a standalone IP Assignment clause cross-referenced from this Agreement.

6.3 License to Contractor's Pre-Existing Content

If Contractor incorporates any pre-existing intellectual property into work product delivered under this Agreement, Contractor grants CADEX Legacy a non-exclusive, perpetual, royalty-free license to use such content for Platform purposes.

6.4 Playbook and Proprietary Materials

Contractor may access the CADEX Legacy Playbook and training materials for the purpose of delivering sessions. Contractor may not copy, reproduce, share, distribute, or disclose any Playbook content to any third party, during or after the term of this Agreement.

6.5 Potential Harm to CADEX Legacy, LLC

Contractor acknowledges and agrees that any breach or threatened breach of Section 6 (Intellectual Property) would cause immediate and irreparable harm to CADEX Legacy, LLC for which monetary damages alone would be an inadequate remedy. Accordingly, in addition to any other rights or remedies available at law or in equity, CADEX Legacy, LLC shall be entitled to seek temporary, preliminary, and permanent injunctive relief in a court of competent jurisdiction, without the requirement to post bond, together with compensatory damages and, where permitted by law, exemplary damages arising from such breach.

7. INSURANCE

Contractor is encouraged to obtain and maintain, at Contractor's own expense:

- General liability insurance with minimum coverage of \$1,000,000 per occurrence
- Professional liability (errors and omissions) insurance

Contractor shall name CADEX Legacy, LLC as an additional insured on any general liability policy required under this Section and shall provide a certificate of insurance evidencing the required coverage upon request.

8. CONFIDENTIALITY

Contractor agrees to maintain the strict confidentiality of all proprietary information, trade secrets, client data, business strategies, financial information, and other confidential information of CADEX Legacy, both during and indefinitely after the term of this Agreement.

9. TERM AND TERMINATION

9.1 Term

This Agreement begins on the date of execution and continues until terminated by either party.

9.2 Termination with Notice

Either party may terminate this Agreement with **30 days' written notice** to the other party.

9.3 Immediate Termination by CADEX Legacy

CADEX Legacy, LLC may terminate this Agreement immediately, without notice or further obligation, if Contractor:

- Violates any provision of this Agreement or the Coach Code of Conduct
- Engages in unsafe, abusive, or inappropriate conduct toward a client, athlete, or parent•
- Is arrested, charged, or convicted of any criminal offense
- Violates the Minor Safety & Abuse Prevention Policy
- Provides false information during the application or onboarding process
- Takes any action that damages CADEX Legacy's reputation or business interests

9.4 Effect of Termination

Upon termination:

- Contractor's Platform access is revoked immediately
- Any outstanding payouts for completed and approved sessions will be processed per normal schedule•
- Contractor must immediately cease representing themselves as a CADEX Legacy coach in any format•
- Contractor must return all CADEX Legacy Playbook materials
- All confidentiality, IP assignment, and non-solicitation obligations survive termination

10. REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that:

- They have full legal right and authority to enter into this Agreement
- Performance of services will not violate any other agreement to which Contractor is a party•
- They are legally authorized to work in the United States
- All information provided during the application process is true, accurate, and complete

11. INDEMNIFICATION

Contractor agrees to **indemnify and hold harmless** CADEX Legacy, LLC and its owners, employees, and agents from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising from Contractor's services, conduct, or breach of this Agreement.

12. LIMITATION OF LIABILITY

CADEX Legacy's total liability to Contractor for any claim under this Agreement shall not exceed the total compensation paid to Contractor in the 90 days preceding the claim.

13. GOVERNING LAW AND DISPUTES

This Agreement is governed by the laws of the State of Texas. Disputes shall be resolved exclusively in the state or federal courts of Travis County, Texas, or via independent third-party mediation and/or binding arbitration as described in the Terms of Service.

14. PROFESSIONALISM

Contractor agrees to:

- Arrive on time to all sessions, properly prepared and dressed appropriately for youth athletic training
- Communicate scheduling changes to CADEX Legacy and affected clients as soon as possible
- Maintain a professional demeanor in all interactions with athletes, parents, and CADEX Legacy personnel
- Respond to CADEX Legacy communications within 24 hours on business days

15. ATHLETE SAFETY AND WELFARE

Contractor agrees to:

- Prioritize the physical safety and emotional well-being of all athletes at all times
- Not engage in training practices that are unsafe, age-inappropriate, or that exceed an athlete's disclosed physical limitations
- Stop any activity if an athlete reports pain, injury, or distress, and follow appropriate first-responder and emergency protocols
- Never train an athlete known to be injured unless cleared in writing by a medical professional
- Not use physical punishment, humiliation, or any abusive coaching method

16. MINOR PROTECTION STANDARDS

Contractor agrees to comply with CADEX Legacy's **Minor Safety & Abuse Prevention Policy** in its entirety, including:

- Two-deep supervision rule (no one-on-one contact with an athlete in an unobservable setting)
- No direct one-on-one electronic communications with athletes — all written communication must include a guardian
- No transporting athletes without prior written parental consent
- Mandatory reporting of any suspected abuse or neglect as required by Texas law

17. COMMUNICATION STANDARDS

Contractor agrees to:

- Direct all substantive communications about athlete progress, scheduling, and concerns to the guardian, not the athlete
- Not exchange personal contact information (personal phone number, personal social media) with athletes
- Not engage athletes via personal social media direct messaging
- Use only the CADEX Legacy Platform or email for client communications

18. SUBSTANCE AND IMPAIRMENT

Contractor agrees to:

- Not be under the influence of alcohol or any controlled or impairing substance when coaching or interacting with athletes or clients
- Not consume alcohol, cannabis, or any impairing substance within 12 hours of any scheduled session

19. SOCIAL MEDIA

Contractor agrees to:

- Not post identifying images of minor athletes on personal social media without explicit written consent from the guardian
- Not make public statements disparaging CADEX Legacy, clients, or fellow coaches
- Not use the CADEX Legacy name, logo, or branding in personal social media posts without prior written approval

20. FINANCIAL INTEGRITY

Contractor agrees to:

- Not accept direct payments from clients for sessions that should be booked through the Platform
- Not encourage clients to circumvent the Platform for private bookings (see non-solicitation, Section 5.2)
- Submit restock orders only for legitimate, documented out-of-pocket expenses

21. AUTHORIZATION FOR BACKGROUND CHECK

I, the undersigned Contractor, hereby authorize **CADEX Legacy, LLC** and its designated background check provider(s) to conduct a consumer report and/or investigative consumer report on me for employment or contractor screening purposes, in accordance with the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.

This background check may include:

- Criminal history (felony and misdemeanor records — federal, state, and county)
- Sex offender registry check (national and state)
- Identity verification
- Education or credential verification (where applicable)

22. CONSENT STATEMENT

By signing below, I acknowledge and agree:

- I authorize the background check described above
- I understand I will be provided with a copy of the consumer report and a "Summary of Consumer Rights" if any adverse action is taken based on the report
- I understand that a separate disclosure satisfying FCRA requirements will be provided to me before any report is obtained

23. ACKNOWLEDGMENT

Contractor Name (print): _____

Contractor Signature: _____

Date: _____

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment ("IP Assignment") is made between **CADEX Legacy, LLC** ("Company") and the Contractor identified in Part 1 of this Packet.

24. ASSIGNMENT

Contractor hereby irrevocably assigns, transfers, and conveys to CADEX Legacy, LLC all right, title, and interest, including all intellectual property rights (patent, copyright, trademark, trade secret, and all other proprietary rights), in and to any and all work product, deliverables, content, and materials created, developed, authored, or contributed by Contractor in connection with services performed under the Independent Contractor Agreement, including but not limited to:

- Post-workout reports, written session notes, and feedback documents
- Audio voice memos, video recordings, and screen recordings
- Training plans, drill designs, and coaching frameworks
- Any content uploaded or submitted through the CADEX Legacy Platform

This assignment is effective as of the date each item of work product is created, and is made in consideration of compensation paid under the Independent Contractor Agreement.

25. WORK MADE FOR HIRE

To the extent any work product constitutes a "work made for hire" under the Copyright Act (17 U.S.C. § 101), such work product shall be the property of CADEX Legacy, LLC from its creation. To the extent any work product does not qualify as a work made for hire, Contractor hereby assigns all rights to CADEX Legacy, LLC as set forth in Section 24.

26. FURTHER ASSURANCES

Contractor agrees to execute any additional documents and take any further actions reasonably requested by CADEX Legacy to perfect, record, or enforce its ownership rights in assigned work product.

27. MORAL RIGHTS WAIVER

SIGNATURES — COMPLETE PACKET

By signing below, Contractor acknowledges they have read, understood, and agreed to all four parts of this Coach Onboarding Packet:

CADEX Legacy, LLC:

Signature: _____ Date: _____

Printed Name: Brett Skinner / Eric Skinner

Title: Co-Owner, CADEX Legacy, LLC

Contractor:

Signature: _____ Date: _____

Printed Name: _____

Email: _____

Coach Portal Email: _____

CADEX Legacy, LLC · Austin, Texas ·
cadexlegacy@cadexlegacy.com
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