

COACHING AGREEMENT

Online Coaching Mentorship

This Online Coaching Services Agreement (the "Agreement") is made and entered into as of _____ by and between Evolution Agency, Austin, Texas, and _____ (the "Client"). Evolution Agency and Client are sometimes collectively referred to in this Agreement as the "Parties."

The Parties agree to the following terms and conditions:

1. GENERAL TERMS

Client acknowledges that Client is contracting for the services of an online coaching mentorship coach provided by Evolution Agency (each such individual, a "Coach"). This Agreement entitles any Coach employed by the Company to work with Client to provide the services described in this Agreement.

2. SERVICES TO BE PROVIDED

Coach will design a tailored coaching program for Client that reflects Client's objectives, current level, and experience. Coach will review the proposed program with Client before Client begins the program. Client's commencement of the program constitutes Client's acceptance of the proposed program.

The program may include one or more of the following:

- 1:1 coaching and consulting
- Leadership development
- Spiritual guidance
- Monthly KPI review
- Quarterly lab reviews with Client's designated Coach
- 1:1 support calls
- Two free tickets to live events
- Access to Evolution Agency channels and community
- Other training activities, techniques, and/or professional exercises as determined by Coach

Coach and Client will have weekly WhatsApp support to help ensure Client is progressing through the coaching program. The check-in procedure is governed by the rules in the check-in guidelines.

3. KEYS TO GUARANTEEING YOUR SUCCESS IN THE PROGRAM...

If you don't do the actions below, then we can't guarantee your results.

> **I can't guarantee your work ethic, so I don't guarantee anything. I lay out the path and it's up to you to follow it. If you do, then 100% you'll get there.**

FIRST 100 DAYS....ALL IN

These commitments are essential for achieving the desired results:

- Attend 100% of scheduled one-on-one support calls.
- Reschedule at least 24 hours beforehand. Monday calls must be rescheduled by Friday at 5:00 p.m. CST. Same-working-day booking or rescheduling forfeits that month's session.
- Complete at least 70% of Friday Check-Ins by 2pm CST.
- Ask questions and seek clarification throughout the week via Whatsapp.
- Allow coaches 24 hours to respond.
- Keep voice messages under one minute and don't send consecutive short voice messages.
- **Consistent 8 hours of sleep times**
- **Track MYFITNESSPAL daily (even if you go over!)**
- **Schedule and Attend ALL 1:1 WEEKLY CALLS**
- **Take recommended SUPPLEMENT amounts and frequency**
- **Hit all recommended WORKOUT in your plan (text me on Whatsapp when complete)**
- **NO ALCOHOL (so many empty calories, raises cortisol messing up sleep, especially with sugar)**
- **IF I MESSAGE YOU ILL NEED A RESPONSE WITHIN 24 HOURS**

If you do not comply, the agreement permits:

- A warning and review after repeated attempts to reach you without response or effort.
- Limited access to services, including possible loss of 90-day coaching calls.

4. PAYMENTS

> **COACHING PACKAGE**
> **Term: September 14-November 25th (unless agreed otherwise)**
> **Investment: $250 per month (2 payments totaling $500)**

1. The Company will bill Client in installments of the total cost indicated above. Company shall supply Client a written or electronic invoice for all amounts due under this Agreement. Pricing for the services provided in this Agreement shall be as stated on such invoice.

2. Client agrees that all payments are to be made by invoice or wire transfer.

    2.1. If payment is not made or is not authorized, all coaching services will be suspended until a new payment is made by Client.

5. REFUNDS ON PAYMENTS

Client understands and agrees that no refunds will be provided for any payments made to the Company.

6. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement by providing written notice of termination to the other Party. Notice must be delivered by email or regular U.S. mail; text messaging shall not constitute written notice. If this Agreement is terminated by Client, Client shall pay a termination fee equal to one hundred percent of the uncharged balance of Client's total package cost. Client is not entitled to a refund upon cancellation. Sections 6, 9, 10, 13, and 14 shall survive termination.

7. CONFIDENTIALITY

From time to time during the term of this Agreement, Company (as the **"Disclosing Party"**) may disclose or make available to Client (as the **"Receiving Party"**) information about its business affairs, products and services, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether oral, written, electronic, or in another medium and whether or not marked, designated, or otherwise identified as confidential (collectively, **"Confidential Information"**). This includes, without limitation, workout protocols, nutritional guidelines, exercise explanations, e-books, videos related to exercise performance, and any other information disseminated to the Receiving Party by the Disclosing Party to aid in the execution of this Agreement.

The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care the Receiving Party uses to protect its own Confidential Information, but in no event less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose Confidential Information to any person or entity except the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, in exercising its rights or performing its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section caused by its representatives.

Upon expiration or termination of this Agreement, or at any time during or after its term upon the Disclosing Party's written request, the Receiving Party shall promptly return, and shall require its representatives to return, all copies of the Disclosing Party's Confidential Information in any form or medium, or destroy all such copies and certify in writing that the Confidential Information has been destroyed. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief, including injunctive relief, to prevent any breach or threatened breach of this Section and to secure its enforcement.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties and supersedes all previous understandings, agreements, arrangements, or discussions, written or oral, between the Parties relating to its subject matter. There are no collateral agreements, representations, or guarantees, oral or otherwise, unless attached to this Agreement and signed by both Parties.

9. WARRANTIES

Coach warrants that coaching services will be provided in accordance with industry standards and with the same level of care Coach uses when providing such services for itself, and in no event less than a reasonable level of care. There are no other warranties, express or implied, that are not expressly contained in this Agreement.

10. ASSUMPTION OF THE RISKS AND RELEASE

> **BY SIGNING THIS AGREEMENT, CLIENT RECOGNIZES THAT THERE ARE CERTAIN INHERENT RISKS ASSOCIATED WITH THE ACTIVITIES DESCRIBED ABOVE.**
>
> **CLIENT UNDERSTANDS THAT CLIENT'S ENROLLMENT AND PARTICIPATION ARE PURELY VOLUNTARY AND IN NO WAY MANDATED BY COACH OR COMPANY. CLIENT ASSUMES FULL RESPONSIBILITY FOR PERSONAL INJURY TO CLIENT AND, IF APPLICABLE, CLIENT'S FAMILY MEMBERS OR THOSE WITH WHOM CLIENT SHARES THE COACHING PROGRAM.**
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> **CLIENT FURTHER AFFIRMS THAT CLIENT'S RESPONSES TO THE PRE-SCREENING QUESTIONNAIRE IN NO WAY SHIFT LIABILITY TO COACH OR COMPANY AND THAT IT IS CLIENT'S RESPONSIBILITY TO DETERMINE WHETHER CLIENT IS PHYSICALLY AND MENTALLY ABLE TO PARTICIPATE IN THE COACHING PROGRAM.**

Client expressly waives and releases any and all claims, now known or later known in any jurisdiction throughout the world, against Coach or Company and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasees") on account of injury, death, or property damage arising out of or attributable to Client's participation in the online coaching mentorship program, whether arising out of the negligence of Coach, Company, any Releasee, or otherwise. Client covenants not to make or bring any such claim against Coach, Company, or any other Releasee, and forever releases and discharges Coach, Company, and all other Releasees from liability under such claims.

By signing below, Client acknowledges that Client has read and understood all terms of this Agreement and is voluntarily giving up substantial legal rights, including the right to sue Coach or Company.

11. INDEMNIFICATION

Client shall defend, indemnify, and hold harmless Coach, Company, and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including reasonable attorney fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers,

incurred by or awarded against an indemnified party in a final judgment and arising out of or resulting from any third-party claim related to the acts described in this Agreement.

12. AFFILIATE DISCLAIMER

Coach and Company have affiliate relationships with certain companies that may be discussed during the term of this Agreement, on social platforms owned by Coach or Company, or on Coach's or Company's website. Client's use of products or services from these affiliates, or interactions with the affiliates, including payment and delivery of goods or services and any terms, conditions, warranties, or representations associated with such dealings, are solely between Client and those affiliates or individuals. Client is solely responsible for making all investigation necessary or appropriate before proceeding with any offline or online transaction with any third party.

Client agrees that neither Company nor Coach shall be responsible or liable for any loss or damage incurred as a result of transactions entered into with third-party affiliates or other third parties. Client shall be solely responsible for resolving disputes between Client and an affiliate. Client releases Coach, Company, and their officers, employees, agents, and successors in interest from claims, demands, and damages, actual and consequential, of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or related to transactions with third-party affiliates or other third parties.

13. NON-DISPARAGEMENT AGREEMENT

Company, Coach, and Client mutually agree to refrain from making any disparaging statements, orally or in writing, about one another; any affiliate of Coach or Company; or any director, officer, agent, partner, athlete, or representative of Coach or an affiliate of Coach.

14. USE OF PHOTOS AND PERSONAL INFORMATION BY COACH

Client acknowledges that photos or videos of Client may be used across various social media platforms and on Coach's website for marketing purposes. Client gives Coach permission and consent to use Client progress photos as necessary on platforms including, without limitation, Instagram, Instagram Stories, Facebook, and Coach's personal website. **Client may request that all photos be kept private and not used in any manner. If Client is uncomfortable with any photo that has been shared, Client may request that Coach remove the photo or related information. Company shall own all right, title, and interest in photos and videos of Client taken using Company or Coach equipment, or used on Coach's or Company's website or social media platforms.**

15. APPLICABLE LAW

The laws of the State of Texas shall govern all questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations it imposes. The Parties submit to the non-exclusive personal jurisdiction of the federal and state courts located in or having jurisdiction over Austin, Texas.

16. REMEDIES

Except as otherwise provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, or otherwise.

17. SIGNATORIES

This Agreement shall be signed by Justin Mize on behalf of Evolution Agency and by Client. This Agreement is effective immediately upon the signature of both Parties.

Any Client under the age of 18 must have a parent or legal guardian sign this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

COMPANY

Justin Mize, Evolution Agency	Date

CLIENT

Signature / Printed Name	Date

PARENT / LEGAL GUARDIAN (IF CLIENT IS UNDER 18)

Signature / Printed Name	Date