

1-ON-1 COACHING AGREEMENT

CREW PLUS COACHING

THE MIDLIFE CREW LLC

This Agreement is between The Midlife Crew LLC ("Company") and [Enter Client Full Name] ("Client") (collectively, the "Parties," or in the singular, "Party"), for the purpose of Client hiring Company for the coaching services outlined below. This Agreement shall become effective upon the date of both Parties' signatures below.

1. Scope of Crew Plus Coaching Program

- Monthly check-ins via the Company's app.
- General resistance training and cardio protocol.
- General nutrition plan.
- General supplement protocol.
- Access to education library and nutrition resources.
- Community access.
- Live group coaching.
- One-time individualized macro targets.

2. Fee & Retainer

In consideration for the coaching services provided by Company, Client agrees to pay Company the agreed-upon website price biweekly. Company has the right to charge the credit card on file for the fee, including any applicable servicing fee. Client shall set up automatic payments online through the Company's client management system.

3. Refunds

In the event that this Agreement is terminated pursuant to Section 4, no portion of any payments of any kind whatsoever shall be owed or refunded to Client.

4. Term & Termination

This Agreement shall last until notice is given by Client. Client may terminate this Agreement upon giving 30 days' written notice (as defined in Section 26) to Company, but no refund will be given whatsoever. If such notice is given and there will be one more biweekly charge on Client's account, Client must pay the remaining balance to Company. Company reserves the right to collect any outstanding and unpaid balance. Client will have access to their coaching plan until the termination date of the 30-day notice.

Company may terminate this Agreement at any time in the event Client breaches the contract, Client fails to comply with suggestions provided by Coach without reaching an agreeable alternative solution, or Client does not remit payment as specified in Section 2.

5. Communication

Company is generally available to provide services during normal business hours: Monday–Friday, from 9:00 a.m. to 5:00 p.m. Company's primary source of communication is through the coach's email or text. Company will respond to Client within 48 hours during business hours, including any document or website reviews. Client agrees and understands that Company may take holidays and vacations off throughout the year. Company will notify Client within 7 days of these time periods, and the Parties will work together to ensure all services are completed and/or scheduled for any time off.

Client understands and agrees to this communication clause: Client initials: _____

6. Service Location

Both Parties agree and understand that the coaching services to be provided under this Agreement shall be performed online and through an online app.

7. Copyright

All coaching services, documents, emails, blogs, digital files, paper documents, and any other work created by Company in relation to this Agreement are the exclusive and sole property of Company and are protected by United States Copyright Laws (USC Title 17). Client hereby agrees that Company's coaching content is owned by Enlightened Athletics, INC and is not to be used for purposes beyond Client implementation. Violations of this federal law will be subject to its civil and criminal penalties.

8. Confidentiality & Copyright

Client shall not (i) disclose to any third party any details regarding the business of the Company, including, but not limited to, coaching materials, mentoring style, customers, the prices it obtains, the prices at which it sells products and programs, manners of operation, plans or business ideas, strategies and workflows, trade secrets, or any other information pertaining to the business of the Company (the "Confidential Information"); (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company; or (iii) use Confidential Information other than solely for the benefit of the Company.

Company will not use Client's name, likeness, photos, or testimonial for advertising, press releases, announcements, or any promotional purposes, including on its website, without the prior written consent of Client.

Client understands and agrees to this confidentiality clause: Client initials: _____

9. No Guarantees

COMPANY DOES NOT MAKE ANY GUARANTEES AS TO THE CLIENT'S PERSONAL, BUSINESS, OR FINANCIAL RESULTS OF ANY COACHING SERVICES PROVIDED.

Company agrees to provide the services listed in this Agreement in a reasonable and timely manner. Client agrees to take responsibility for Client's own results and understands that the 1-on-1 coaching program provided by Company takes work, time, and commitment.

10. Release & Reasonable Expectations

Client has spent a satisfactory amount of time reviewing Company's business and has a reasonable expectation that Company's services throughout the coaching program will produce different outcomes and results for each client it works with. Client understands and agrees that:

- Every client and final result may be different for each individual.
- Coaching and/or consulting is a subjective service, and Company may give different information to each Client depending on its personal and business needs.
- Company will use its personal judgment to create favorable experiences for each Client depending on their business needs.
- Dissatisfaction with Company's independent judgment or individual coaching style are not valid reasons for termination of this Agreement or request for any monies returned.

11. Disclaimer

Client agrees and understands Company is not providing the professional services of an attorney, accountant, financial planner, therapist, or any other kind of licensed or certified professional. Should Client desire professional services that exceed the scope of this Agreement, Client must sign a letter of engagement for said professional services with the appropriate service provider.

12. Non-Disparagement

Company and the Client agree that, at all times during this Agreement and in perpetuity, they shall use reasonable and good faith efforts to ensure that neither Party engages in any vilification of the other, and shall refrain from making any false, negative, critical, or disparaging statements, implied or expressed, concerning the other, including, but not limited to,

management style, methods of doing business, the quality of products and services, role in the community, or treatment of Company. The Parties further agree to do nothing that would damage the other's business reputation or goodwill; provided, however, that nothing in this Agreement shall prohibit either Party's disclosure of information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction.

13. Harassment

In the event Company experiences or is made aware of any inappropriate, threatening, hostile, or offensive behavior from Client at any time during the contractual period (including, but not limited to, unwelcome sexual advances, verbal or physical conduct of a sexual nature, or physical or verbal harassment related to race, sex, creed, color, marital status, sexual orientation, family status, and/or disability), then the following process shall be followed: Company shall be allowed to terminate services immediately, and this Agreement shall be deemed terminated. Upon termination due to harassment, Company shall be entitled to retain all monies paid, and Client agrees to relieve and hold Company harmless as a result of incomplete services.

14. Indemnification

Each Party hereby agrees to indemnify and hold harmless the other Party and its agents from and against any and all losses, damages, liabilities, expenses, and costs, including reasonable legal expenses and attorneys' fees, to which the other may become subject as a result of any claim, demand, action, or other legal proceeding by any third party to the extent such losses arise directly or indirectly out of activities performed by the other Party pursuant to this Agreement, except to the extent such losses result from the gross negligence or willful misconduct of a Party.

15. Maximum Damages

The sole remedy for any actions or claims shall be limited to the maximum amount not to exceed the total monies paid by Client under this Agreement.

16. Limitation of Liability

Client acknowledges that while the Company may provide business and personal solutions and suggestions, it is up to Client to act in their own best interest and understands that all decisions for improvement ultimately fall upon Client. Client agrees that all business, personal, and financial decisions are their own responsibility.

In no event shall Company be liable under this Agreement to Client or any other third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not Client was advised of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

17. Force Majeure

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control that are unforeseen and unpredictable at the time of contracting, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities.

The Impacted Party shall give Notice within 3 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following Notice given by it, the other Party may thereafter terminate this Agreement upon Notice. The Retainer and all other payments made by Client up to the date of Notice of a Force Majeure Event are non-refundable.

18. Cancellation of Services by Company

In the event Company determines, in its sole discretion, that it cannot or will not perform its obligations under this Agreement due to circumstances including, but not limited to, injury, illness, death of family member, pregnancy, military orders, religious obligations, or other personal emergencies, it will:

1. Immediately give Notice to Client;
2. Issue a refund or credit based on a reasonably accurate percentage of services rendered; and
3. Excuse Client of any further performance and/or payment obligations under this Agreement.

19. Sales Tax

Should any sale and/or use tax be imposed on any part of this Agreement, such tax shall be collected from Client and remitted by Company. All sales tax will be included on invoices.

20. Entire Agreement

This is a binding Agreement that incorporates the entire understanding of the Parties, supersedes any other written or oral agreements between the Parties, and any modifications must be in writing, signed by both Parties, and physically attached to the original agreement.

21. Venue & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. The Parties agree that any dispute or lawsuit arising out of, or concerning, this Agreement that is not first resolved by arbitration shall be resolved exclusively in a federal or state court of competent jurisdiction located in Broomfield, CO. The Parties assume responsibility for their own collection costs and legal fees incurred should enforcement of this Agreement become necessary.

22. Arbitration

Any and all disputes or disagreements arising between the Parties out of this Agreement upon which an amicable understanding cannot be reached shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. Parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Thornton, CO unless another location is mutually agreed to by the Parties. The cost and expenses of the arbitrators shall be shared equally by the Parties. Each Party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

23. Severability & No Waiver

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both Parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement.

24. Transfer

This Agreement cannot be transferred or assigned to any third party by either the Company or Client without written consent of all Parties.

25. Headings

Headings and titles are provided in this Agreement for convenience only and shall not be construed as part of this Agreement.

26. Notice

Parties shall provide effective Notice ("Notice") to each other via email at the date and time at which the Notice is sent: Company's Email: themidlifecrew@gmail.com; Client's Email on file.

27. Counterparts & Electronic Signatures

A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete agreement between the Parties. The Parties agree that an electronic copy of this Agreement that contains the Parties' signatures may be used as the original.

SIGNATURES

Each Party has read, understands, and agrees to the terms and conditions of this Agreement.

CLIENT

Signature: _____

Printed Name: _____

Date: _____

COMPANY — THE MIDLIFE CREW LLC

Signature: _____

Printed Name: _____

Date: _____