

Executive Fitness Solutions FITNESS COACHING AGREEMENT

This Coaching Agreement (the “Agreement”) is made as of [REDACTED],
by and between Executive Fitness Solutions, and
[REDACTED] (“Client”).

Client is hiring Executive Fitness Solutions for “[REDACTED]” and
coaching for the total price of \$ [REDACTED] as described in our previous
communications.

1. COACHING RELATIONSHIP

During the term of this Agreement, Client agrees to:

- Provide Company with all initial information needed to create an accurate and effective training program.
- Review comments and provide timely feedback so adjustments can be made to the program as needed
- Stick to the payment schedule described at the end of this agreement.

During the term of this Agreement, Company agrees to:

- Provide coaching and fitness training services to Client as described under “Services.”
- Represent best efforts and breadth of experience to perform the Services.
- Respect the confidentiality of information shared.

2. FEES & PAYMENT SCHEDULE

The total coaching investment is \$ [REDACTED].

Payment schedule as follows: \$ _____ every 30 days, starting from the date of this agreement. The program only starts after the initial payment has been processed. Failure to stick to the payment schedule effectively pauses the Company's obligations, but does not terminate this agreement. (See "Termination" below).

3. TERMINATION

If Client wishes to terminate this agreement, the Company will retain the payment without refund and Client may be required to make an additional payment to cover the Services completed. This 'kill fee' (not as dangerous as it sounds) will be based on the percentage of the program completed.

4. LIABILITY

The Company will not be held liable to Client, or any third party, for damages, including lost profits, lost savings, complaints, claims, litigation or other incidental, consequential or special damages which may arise regarding this project.

5. MISCELLANEOUS

(a) Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of Company.

(b) Sole Agreement. This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

(c) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(d) Advice of Counsel. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE

CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

DESCRIPTION OF COACHING SERVICES

Program Name: EFS Custom [redacted]

- ❖ [redacted]
- ❖ [redacted]
- ❖ [redacted]
- ❖ [redacted]
- ❖ [redacted]
- ❖ [redacted]
- ❖ [redacted]
- ❖ [redacted]
- ❖ [redacted]
- ❖ [redacted]

Signed on [redacted] , by Company Representative

[redacted]

Name: [redacted]

Signed on [redacted] , by Client

[redacted]

Name: [redacted]