



CoachUp Solution Provider Agreement

Training Portal

For all affiliate Partners (Hereafter “Partner” or “Partners”) that CoachUp, Inc. (Hereafter “CoachUp”) agrees to partner with, both CoachUp and its Partner(s) agree to upholding the following commitments. Failure to comply with the representations outlined below could result, in CoachUp’s sole discretion, in removing any Partner's access to the CoachUp Training Portal Program, and related assets, support, and consultation offered by CoachUp via this agreement. Any and all terms herein are subject to change at any time at CoachUp’s sole discretion, with appropriate advance written notice to Partners.

1. CoachUp will provide its Partners with the following:

- a. A customizable website with a dedicated URL to host its private coaching business (hereafter referred to as a “Training Portal”)
 - i. The “Training Portal” will feature the **Partner's** name, logo and a brief description about the **Partner's** private instruction philosophy (no more than 300 characters, and only if applicable and in compliance with CoachUp’s guidelines for content standards), along with other functionality as determined and made available by CoachUp.
- b. Ability to invite new coaches not currently in the CoachUp active database, but who may be connected to, or employed by, **Partners**.
 - i. All new coaches invited by **Partners** to join their Training Portal must go through the CoachUp application process, and CoachUp will not accept coaches whose coaching experience, or personal backgrounds, fail to meet CoachUp’s coaching standards as determined in its sole discretion by CoachUp and its Coach Selection Committee.
 - At a minimum, for any coach to be accepted by CoachUp’s Coach Committee -- and thereby listed on a **Partner's** Training Portal and/or on CoachUp.com -- that coach must:
 - a. Complete a sufficiently detailed CoachUp application
 - b. Pass background check(s) used by CoachUp
 - c. Possess demonstrated experience, having either competed at the collegiate or professional level (or the equivalent) or have coached at the high school, collegiate, or professional level (or the equivalent). I.e. a talented yoga , gymnastics, dance, or fitness instructor may be judged by equivalent, though slightly differing standards RE coaching/competing experience.
 - CoachUp reserves the right to alter its application standards at any time, and all Partner Coach invites will be subjected to whatever Coach selection standards apply, as then defined by CoachUp and its Coach Selection Committee.

- CoachUp also reserves the right to restrict **Partner** coach application acceptance based on quantity of CoachUp coaches in current markets or sports, in CoachUp’s sole discretion.
- c. A Partnership Dashboard, which will allow **Partners** to manage their coaching staff, Training Portal, and overall private coaching business, within the boundaries set by the CoachUp software and relevant terms and conditions.
 - i. Ability to select, organize, and restrict which coaches appear on its Training Portal. (Providing **Partner** coaches pass the CoachUp’s Coach Selection criteria, mentioned in section Bi).
 - ii. Functionality to update profile settings, track coach & session activity, and monitor revenue (such “functionality” is subject to CoachUp’s development timeline, and may be conducted manually, per CoachUp’s available internal resources).
 - iii. Access to CoachUp-created marketing assets, which may (but not necessarily) include email templates, banner ads, flyer fulfilment services, white papers, and related documents and materials, all intended to help **Partners** promote and drive athletes to their Training Portal.
 - d. A dedicated “Partnership Success Coach” to help **Partners** with the initial setup of its Training Portal” and provide a Quarterly Business Review to ensure success.
 - i. Partnership Success Coaches will also be available via phone or email for ad hoc support, at CoachUp’s sole discretion (see section eii)
 - ii. Access to Partnership Success Coaches may be limited due to **Partner** engagement, activity and performance.
 - iii. Partnership Success Coaches will allocate their time to **Partners** who demonstrate a strong commitment to building their training business through CoachUp, and such demonstration of intent must ultimately lead to revenue results.
 - e. All sessions booked through the Training Portal receive the following benefits from the Coachup system, and the CoachUp Customer Experience team:
 - i. CoachUp takes on all refund risk.
 - ii. Electronic Liability Waiver collection and \$100,000 liability insurance coverage extended to coaches for all sessions booked via CoachUp. **Partner** is NOT liable for any damages or lawsuits sought by any Partner-referred athlete booking a coach on CoachUp, or any other damages whatsoever from activity directed toward recommending, referring, endorsing or otherwise conducting business with CoachUp.
 - iii. Initial Family Watchdog Screening on all coaches, and criminal background checks available for purchase by athletes (or their parents) at any time, for a reduced rate.
 - iv. Payment Processing through ACH Direct Deposit to both Coach (within 2-3 business days of verified completed training session) and Partner (upon verification of completed sessions driven by the Partner's Training Portal) and subject to CoachUp’s terms governing partner payments, with payout periods subject to change at CoachUp’s sole discretion with advanced written notice to **Partners**.
 - v. Client & Coach Customer Service, by CoachUp’s Customer Experience Team. Our team makes sure that your athletes (and/or their parents) are satisfied customers. We take on

the overhead of interfacing with clients and ensuring a positive training experience with coaches on CoachUp, to the best of our ability, and in line with the understanding that CoachUp coaches are independent professionals who freely choose to list their services on CoachUp.com, and do not work for CoachUp.

- vi. Access to CoachUp's award winning iOS and Android mobile apps to manage training progression.
 - vii. Feedback after every training session from coach to client, automated text and email alerts before sessions, verified review collection for coaches, and many more benefits provided by the CoachUp system -- the most advanced solution for private coaching and personal training in the market.
- f. Revenue Sharing and Program Schedule:
- i. Attribution: A Partnership Payment will be attributed to any **Partner's** account for whom the following criteria apply: any lead who comes from the **Partner's** website via clicking on their Training Portal, and who goes on to book a CoachUp coach and conduct at least one training session (either choosing from the coaches available on the **Partner's** Training Portal OR on from any coach on CoachUp.com) within 60 days of landing on the **Partner's** Training Portal, will be considered a client originating from the **Partner**.
 - Existing CoachUp clients will be credited following a visit to the **Partner's** Training Portal, but only if they book a new coach. In no circumstance will a Partner be credited for referring a client to CoachUp to rebook a coach with whom the client had previously booked on CoachUp.com.
 - ii. If a client visits multiple Training Portal pages, the Training Portal visited last will receive the revenue share credit.
 - iii. If a coach listed on both CoachUp.com and on the **Partner's** Training Portal completes a session with a client who did not visit its Training Portal in the last 60 days, no revenue share will be credited to any **Partner**, as the lead will be assumed to have been generated through CoachUp.com, not the **Partner's** Training Portal.
 - iv. In the event that a Partner coach gets booked, and is unable to fulfill the coaching session(s) to the clients satisfaction, and the client pursues a refund per CoachUp's refund policy under its "Good Fit Guarantee", CoachUp will take on all refund risk and work with the **Partner's** client to connect him or her with another available coach. In the event that the Partner's client books with another coach within the attribution time allotment (see section Gi) then CoachUp will still share Revenue for that booking with the Partner according to their Partner Score (see section Gv).
 - v. The revenue share percentage is based upon tenure, marketing activity, number of completed sessions attributed to **Partner's** Training Portal, through cookies used to track leads, as mentioned in section fii and fiii, above. CoachUp reserves the right to adjust Partner Score levels, Revenue Share percentages, and categories/amounts for earning Partner Score Points, at any time and for any Partner, in CoachUp's sole discretion. **Partner** revenue share breakdown, along with explanation of Partner Levels, Partner Scores, Partner Point opportunities, and an example of the financial breakdown, is outlined below in the Partner Program Schedule:

| Partner Score | Revenue Share |
|-----------------------------|---------------|
| Legend (2500 Points) | 50% |
| Hall of Famer (1000 Points) | 40% |
| Superstar (500 Points) | 30% |
| All-Star (250 Points) | 25% |
| Pro (100 Points) | 20% |
| Rookie (0 Points) | 15% |

- 5 Points - Invite a new coach to your Training Portal who is approved by CoachUp Application Team.
- 10 Points - Each completed session which is attributable to the Training Portal

Example: Say a **Partner** refers a client via its Partner Dashboard that books a coach on CoachUp.com within 60 days after first coming to the Partner site (i.e. a Partner Client). Assume that client books 5 sessions for \$250 during the fall, and then rebooks their coach again for an additional 5 sessions and another \$250 in the winter, but never books the coach again. That client has booked 10 sessions for \$1000 in total revenue. On average, after credit card fees are taken out (3%), the breakdown is as follows: 80% to the coach, 20% to CoachUp and the Partner combined. In dollar amounts, the Coach would receive \$800 and CoachUp and its **Partner** would split \$200. Thus, based on the Partner Score, the **Partner** will receive anywhere from 15% of \$200 to 50% of \$200, or in cash, anywhere between \$30-\$100. CoachUp does all of the work in processing and supporting the transaction(s), calculates the figures, manages all relationship with the Partner's client and the Coach who conducted the training sessions, and issues payment to the Coach and the Partner for their share of the total revenue earned. As a **Partner**, the more coaches you invite to your Training Portal, and the more sessions your clients conduct with coaches through your Training Portal, the more Partner Points you earn and the higher your Partner Score and resulting Revenue Share becomes, as outlined above.

2. Partners will provide and agree to the following:

- Own and maintain a well-functioning website for the **Partner's** current program - Facebook Pages or shared pages are not acceptable.
- Provide at least one hard link and prominent placement on **Partner's** current website menu or main navigation bar which directs to the **Partner's** Training Portal.
 - The link should be placed in a prominent position agreed upon by both CoachUp and **Partners**, though ultimately at the Partner's discretion
 - Partners** may choose from the following menu link names (Private Coaching, Private Training, Individual Instruction, One-on-One Sessions or Training). These options are subject to change at any time, at CoachUp's sole discretion.
- All coaches featured on **Partner's** Training Portal will also be featured on CoachUp.com, and will be available to be booked outside the **Partner's** Training Portal. CoachUp reserves the right to approve certain coaches for listing on the **Partner's** Training Portal, but not for listing on CoachUp.com

- i. Any completed session done by a **Partner's** coach which cannot be attributed to the **Partner's** Training Portal shall not be eligible for revenue sharing.
- ii. All new clients attributed to **Partners** must continue to rebook through the CoachUp system and cannot be taken “offline”
 - Abuse of this policy may result in damages to both the **Partner** and the Partner’s coach(es), by negatively affecting the **Partner** coaches standing on CoachUp, the loss of insurance coverage by CoachUp for future sessions for that coach, no additional earned Partner Points or commission therein for that **Partner**, immediate termination of this Agreement, and may be subject to further action depending on the scope of resulting damage to the CoachUp business, and the CoachUp brand. **Partners** must work together with CoachUp, to whatever extent possible and out of good faith, to report any abuse of the CoachUp system by any coach, so that both CoachUp and its **Partner** can continue to track and split revenues on all clients referred by the **Partner**.
- iii. **Partners** must actively refer all new potential leads to their Training Portal through email campaigns, social media posts, onsite signage, marketing flyers, word of mouth, or other means of promotion.
 - CoachUp intends for this partnership to be a tremendous value to all of its **Partners**, and therefore requires cooperation in order to best drive results. If a **Partner** does not refer athletes to its Partner Training Portal, then no coaches will be booked and the Partner will not receive any payments from CoachUp.
- d. **Partners** shall, for their benefit, have access to a Quarterly or Semi-Annual Business Review either via phone, in a digital hangout, or in-person, hosted by a Partnership Success Coach.
 - i. CoachUp reserves the right to remove access for any Partner to this resource at any time, at CoachUp’s sole discretion, and as determined by a **Partner's** demonstrated lack of effort and/or results in promoting their Training Portal. CoachUp and its Partnership Success Team must allocate scarce resource in support of those **Partners** who demonstrate great commitment, intent, and/or results in making this partnership a mutual success.

3. **Terms and parameters of the agreement:**

The term of this agreement shall commence from the date of click-through acceptance of this agreement. In the event that either party fails to fulfill any of its obligations under this agreement, the other party at its sole discretion may terminate the agreement. However, prior to any termination of this agreement, each party shall be notified by the other party in writing of any alleged breach and given thirty (30) days to cure the alleged breach, or such additional time as may be agreed upon by both parties. This agreement may only be terminated in the event that either party fails to cure the alleged breach. However, direct and intentional actions by any **Partner** to damage CoachUp’s reputation, or do harm to our business or brand, will not require any notice prior to **Partner** termination, and may result in other legal or financial action on behalf of CoachUp.

CoachUp and **Partners** agree that the terms and provisions of this agreement shall be kept confidential and shall not be disclosed by either party to any other person or entity without the prior approval of the other party, unless such disclosure is required by process of law, has otherwise become available to the general public, or necessarily must be provided in confidence to its employees, advisors, board members, attorneys, accountants, investors, lenders, or other appropriate business partners. This agreement of confidentiality is intended to become part of the consideration for this agreement, and breach of the same may warrant the termination of the agreement in its entirety. Any dispute will be handled first between the Partner and CoachUp, and if left unresolved thereafter, will be handled by legal counsel for each party. Any case requiring further Arbitration will be handled in the Commonwealth of Massachusetts, where CoachUp Headquarters is located. COACHUP AND PARTNER IRREVOCABLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

CoachUp is eager to form this business relationship with strong, dedicated, responsive **Partners**, and looks forward to working together with such **Partners to** grow both of our businesses, and extend access to high quality coaching to athletes everywhere.