



**Two-Brain
Business**



[DATE]

Dear [STAFF],

We are pleased to offer you a service contract with [GYM] on the terms and conditions set out below:

Term of Contract

The term of this contract is for one year, effective [DATE].

Location and territory of contract

Unless otherwise agreed in writing the territory granted for this contract is [LOCATION]. Travel outside of [LOCATION] will be subject to other provisions, to be determined if necessary. By way of this contract, you will be granted access to [GYM] equipment in the Company's offices presently located at [ADDRESS.]

Responsibilities as a GROUP COACH:

Under the direction of the President of [GYM] and in collaboration with other trainers, contractors, employees or directors of [GYM] you will:

- 1) Scout, enroll clients, prepare and implement individualized training strategies for them;
- 2) Scope, prepare and execute group training sessions within or outside [GYM]'s training premises based on market demands for group training;
- 3) Invoice clients, collect monies and write receipts to clients through the software system [SOFTWARE]
- 5) Assist in maintaining, cleaning, and resupplying consumables for the facility.
- 6) Attend bi-monthly sessions for the review of each client's case with the Head Trainer. Such sessions will not receive direct or indirect compensation.
- 7) Assist in the promotional endeavors of [GYM] through group participation, public speaking, and delivery of promotional materials.
- 8) Operate and oversee [GYM] as an attendant as scheduled.

Responsibilities as PERSONAL TRAINER:

[ROLES AND TASKS]

Responsibilities as [ROLE]

[TASKS FOR THAT ROLE]

Reporting Lines

You will report directly to the [CEO.]

Compensation

In exchange for services provided, you will be paid at the following rates:

- 1) 4/9 (44.4%) of Personal Training and Specialty Group Revenues
- 2) [RATE] per class
- 3) [RATE 2] per other role
- 4) You will not be compensated for any of your expenses related to travel to and from clients;
- 5) [GYM] will refund your expenses spent toward the maintenance and resupply of [GYM] facilities but not mileage unless agreed in writing.
- 6) You will be paid the day after you receive payment from the client.

Supplemental Benefits

This is a contract position and as such is not eligible for supplemental benefits (e.g. health, dental).

Termination

Upon termination of contract [GYM] will pay any accrued invoices but reserve the right to invoice you for any monies from your clients who might be in default paying [GYM].

You shall also return to [GYM] all property belonging to [GYM] or any of its subsidiaries or customers, partners, and all documents and records containing or referring to any confidential information or giving details of customers, partners of [GYM] or giving details of any matter concerning [GYM].

Non-Solicit after contract

During the course of this contract you agree not to accept employment or contract with any person, company, partnership or other business that is directly competing in any of [GYM] businesses in [LOCATION].

Confidentiality and Restrictive Covenant Agreement

The Confidentiality and Restrictive Covenant Agreement ("Confidentiality Agreement")

attached is an integral part of this employment agreement and by signing the enclosed duplicate copy of this letter you agree to be bound by all the terms of the Confidentiality Agreement.

This letter, once signed, contains the terms of your contract with [GYM] along with documents referenced herein, constitutes the entire understanding between us with respect to the terms and conditions of your contract and supersedes all prior discussions between us.

Standards of care and behavior

[GYM] expects you to meet the following standards

- 1) [GYM] expects you to arrive on location for training sessions and ready for it at 15 minutes before the scheduled time of any session. In the case of consecutive sessions we expect you to commence the session absolutely on time for the second session;
- 2) Unless in case of emergencies no cell phone conversation, phone conversation, visit by friends or chitchats with third parties are allowed during a training session or around a client;
- 3) All training protocols should be laid out at least 15 minutes prior to a session;
- 4) If a client arrives to a session prior to the scheduled appointment is ready and you are free, your responsibility is to begin the session before the scheduled time for the period of one hour or half an hour, whichever is agreed;
- 5) [GYM] expects you not to make public or private statements, remarks, gestures or engage in any form of behavior that may offend or antagonize anyone associated with [GYM];
- 6) If you must cancel a session because illness or major event, you must first contact [GYM] as quickly as possible to give [GYM] sufficient time to find a substitute trainer or cancel the training session, depending on the client's wishes;
- 7) You will endeavor to keep the facilities and equipment clean after usage;
- 8) You must maintain a dress code such as dictated by the President
- 9) You must process all communications with clients, other staff members, and the public at large through official [GYM] channels, including email, phone, and facebook.

Evaluation

You will receive written evaluation every three months. Evaluation criteria is a graded measure of each criterion above.

We sincerely hope that your relationship with [GYM] is successful and productive.

Yours sincerely,

President and CEO

I, _____, have read this letter and its attachments carefully and understand them. I accept employment with [GYM], on the terms and conditions described in this letter.

Accepted on this _____ day of _____ 2016

(signature)

CONFIDENTIALITY, ASSIGNMENT of INVENTION and RESTRICTIVE COVENANT AGREEMENT

The undersigned (herein the "Contractor" or "I") confirms and agrees that the following obligations have been undertaken by him/her as part of the consideration for employment as a contractor of [GYM] which together with its subsidiaries and affiliates is hereinafter called the "Company") and in further consideration of payment to me of the sum of ONE (\$1.00) DOLLARS, receipt of which is hereby acknowledged.

1. I agree to and do hereby assign to the Company all of the right, title and interest I have or may subsequently acquire in any inventions or improvements, in any works in which copyright subsists, in any designs, trade secrets, or in any other forms of intellectual property (all of the foregoing being hereinafter referred to as "IP") within the scope of the business, products or processes of the Company that are made or created during the course of my engagement with the Company.

2. I agree to make full disclosure to the Company of all such IP immediately after it is made or created.

3. I agree to execute and deliver at the request of the Company and at its expense, all papers, including patent, trade-mark, copyright and design applications in any and all countries so as to vest title thereto in the Company and to do all other lawful acts which may be necessary and proper to be done to give effect to my obligations under this agreement both during my engagement or employment and afterwards.

4. All papers and records of every kind relating to IP included within the terms of this Agreement, which shall come into my possession during the term of this agreement, shall be the sole and exclusive property of the Company and shall be surrendered to the Company upon termination of my engagement or employment by the Company, or upon request at any other time.

5. Any and all drawings, memoranda, notes or other documents (including copies thereof) which may come into my possession during my engagement and which are related in any manner to the business or affairs of the Company, are the property of the Company, and I shall return the same at the time of termination of engagement with the Company or at any time when requested to do so by the Company.

6. I shall not disclose any confidential information acquired by me in the course of employment except as authorized or directed by the Company, and regardless of the period during which I am employed by the Company, I will be bound by this obligation until such time as the information becomes available to the general public without restrictions. All information regarding the Company's business, including IP, technical data, cost estimates, customer lists, price lists, proposals, forecasts, general correspondence and the like, the results of research and correspondence and the like, and the results of research and development work conducted by or on behalf of the Company, shall be presumed to be confidential, except to the extent the same shall have been made available to the general public without restriction.

7. The Contractor will not disclose of the Company or use in connection with the Company's business any information for a five year period.

8. The Contractor shall not publish articles, give talks or lectures, or release information in any form to the press, associations, or trade groups and the like, on subjects relating to the Company's business or technical fields in which the Company is interested without the prior written approval of the Company.

9. The Contractor recognizes and acknowledges that the Company has acquired significant expertise and is engaged in the development of unique business opportunities which relatively few people are engaged and that during initial development of its products and market, the Company is going to be particularly susceptible to any competition in the marketplace arising anywhere in Canada, or the United States of America.

10. This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of the Company, and the provisions as to the execution of documents, and to the return of drawings, memoranda, notes or documents which are the property of the Company and, to the extent possible, the obligation not to publish or otherwise disclose shall be binding upon the Contractor's heirs, executors and administrators.

11. The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any portion of this agreement is invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to expungement of the invalid provision and the parties will negotiate in good faith to replace the severed provision with another lawful one which has to the extent lawfully possible, the same economic effect on the parties hereto.

12. This agreement shall be governed by the laws of the State of Florida. This agreement shall survive the termination of any other relationship of the Contractor and the Company

Contractor: _____
Name

Date: _____

[GYM] President and CEO _____

Date: _____