

Coach Services Agreement

GYMTONIC FITNESS CORP.

September 16, 2025

Parties

This Agreement is entered into between:

- **Gymtonic.ca** ("Platform"), a corporation duly operating as a fitness ecosystem and as an online coaching services platform;
- The undersigned coach ("Coach"), an independent contractor providing services through the Platform, whose details are as follows:
 - Legal Name: _____
 - Business Address (if applicable): _____
 - Country, State/Province of Residence: _____

WHEREAS:

1. The Platform operates a digital marketplace connecting coaches with clients via subscription plans.
2. The Coach wishes to provide services through the Platform under the terms herein.
3. This Agreement is governed by the federal laws of Canada applicable therein.

NOW THEREFORE, the parties agree as follows:

1. Compensation & Payment Terms

- **Client Capacity & Performance Incentives:**
 - **Initial Client Limit:** Initially, coaches may onboard a maximum of **10 active clients** simultaneously.
 - Coaches are allowed to apply as ambassadors, and will receive an extra 10% upon code use by clients on top of their existing compensation payout structure for 3 months. **Initial Client Limit:** Initially, coaches may onboard a maximum of **10 active clients** simultaneously.
 - After **60 days**, coaches with a **4-star average rating** (from 10 clients) and compliance with Platform guidelines may request to increase their client limit, which does come with increased compensation henceforth.
 - Coaches maintaining a **4-star average** for **3 consecutive months** unlock, upon applying:
 - * A maximum of **30 clients**;
 - * Increased payout rate of **80%** (vs. standard 60%);
 - * Priority placement in Platform marketing.
 - Exceptional performers (4.5+ stars, 6+ months) may negotiate custom tiers (e.g., 50 clients, up to 95% payout).

- **Reviews:** Platform conducts quarterly performance audits. Declining ratings or unresolved complaints may reduce client limits/payout rates.

Payout Structure: Coaches receive **60%** of the **net** subscription fee paid by users, processed via Stripe. Payouts occur [weekly/monthly], net of:

1. Stripe fees (2.9% + \$0.30 per transaction);
2. Refunds or chargebacks (calculated as detailed below);
3. Taxes withheld under federal GST/HST.

Refund Policy:

- **Eligibility:** Clients may request refunds within **10 days** of subscription activation. After 10 days, all payments are final.
- **Refund Amount:** Approved refunds entitle clients to **40%** of their subscription fee. Example: A \$100 subscription receives a \$40 refund.
- **Coach Impact:**
 1. Coaches retain **70%** of their original 60% payout for refunded subscriptions. Example: For a \$100 subscription:
 - Original coach payout: \$60 (60% of \$100).
 - Post-refund adjustment: \$60 - \$30 (30% of \$100) = \$30 payout.
 2. Deductions are applied to future payouts, not reclaimed retroactively.
- **Client Consequences:** Refunded clients immediately lose access to coaching services, and all associated points/rewards are revoked.

Chargebacks: Treated as refunds but subject to Stripe's dispute fees (\$15 CAD per dispute). Coaches forfeit **100%** of the disputed amount + fees.

Quality Assurance: Repeated refund requests or client complaints may trigger:

- Mandatory retraining;
- Temporary client limit reductions;
- Forfeiture of currently active performance-based payout increases.

2. Coach Obligations

1. Subscription Tier Adherence:

- Coaches must strictly follow the features and service limits defined in each client's assigned subscription tier (e.g., **Basic subscriptions have a weekly objective limit**). Unauthorized modifications to tier benefits or session limits are prohibited.
- Coaches may offer tier upgrades, discounts, but are strictly prohibited from off-platform transactions to circumvent Platform fees or Platform services for personal benefit. Most client interactions should try to occur through the Platform's tools, except meetings and messages in cases of customer satisfaction necessity.
- Coaches must notify the Platform immediately if they cannot fulfill tier-specific obligations (e.g., maximum clients, session frequency). The Platform may increase the maximum clients with added compensation benefits.

2. Client Interaction & Ethics:

- Poaching clients for off-platform services (e.g., direct PayPal payments, private coaching) is strictly prohibited whilst the user is affiliated or has a current subscription on our current platform. Violations will result in a penalty of **100% of fee of all poached clients as if they would've subscribed to the elite plan**, and termination.
- Coaches may not make false claims about tier benefits (e.g., promising “24/7 support” on Basic tiers). Misrepresentation will trigger immediate retraining and coach review.

3. Compliance & Auditing:

- The Platform may audit coaches' compliance with tier guidelines, including: Client feedback reviews; Client feedback reports and ratings; Stripe payout history for refund/chargeback patterns.
- Coaches must provide proof of credentials (e.g., fitness certifications, diplomas) upon request.

4. Consequences for Violations:

- **First Offense:** Warning + 15% earnings hold for 30 days.
- **Second Offense:** Suspension from new clients for 6 months.
- **Third Offense:** Permanent termination.
- Severe breaches (e.g., fraud, harassment) may result in legal action under *Consumer Protection Act* or *Criminal Code*.

3. Termination

- The Platform may terminate this Agreement with **30 days' notice** or immediately for material breaches (e.g., fraud, Stripe violations). Upon termination, Coach forfeits access to Platform tools, and unpaid earnings may be withheld pending investigation.

4. Intellectual Property & Confidentiality

• Ownership of Content:

- Coaches retain full ownership of original content created for clients (e.g., workout plans, nutrition guides, videos).
- The Platform claims no ownership of coaching materials but requires a license to operate its services (defined below).

• License Grant:

- Coaches grant the Platform a **non-exclusive, perpetual, worldwide, royalty-free, sublicensable license** to:
 1. Host, display, reproduce, and distribute coaching materials through the Platform;
 2. Modify content for technical compatibility (e.g., video compression, formatting);
 3. Use coach names, logos, and content in Platform marketing materials.
- This license survives termination of this Agreement for content already published on the Platform.

- **Confidentiality (NDA):**

- **Confidential Information** includes all non-public Platform systems, such as:
 1. Point/reward algorithms, gamification mechanics, and client engagement tools;
 2. E-commerce workflows, shopping cart logic, or subscription tier structures;
 3. Business strategies, user analytics, or unreleased features;
 4. Client personal data and payment information.
- Coaches agree to:
 1. Use Confidential Information solely to deliver Platform services;
 2. Not disclose Confidential Information to third parties without written consent;
 3. Implement reasonable security measures (e.g., encrypted storage for client data).
- Exclusions: Information that is (a) publicly available, (b) independently developed without Platform resources, or (c) legally obtained from a third party.

- **Non-Compete & Innovation:**

- Coaches may not replicate the Platform’s proprietary systems (e.g., point-based rewards, client matching algorithms) for competing services during and for **2 years post-termination**.
- Ideas or improvements suggested by Coaches to enhance the Platform (e.g., new features, workflow optimizations) become the Platform’s sole intellectual property.

- **Consequences of Breach:**

- Violations of confidentiality or IP terms may result in:
 1. Immediate termination and forfeiture of unpaid earnings;
 2. Legal action under federal copyright laws;
 3. Liability for damages (e.g., lost profits, statutory penalties up to \$100,000 CAD).
- Upon termination, Coaches must delete or return all Confidential Information and certify compliance in writing.

5. Liability & Dispute Resolution

- **Limitation of Liability:**

- The Platform is not liable for:
 1. Coaching outcomes, client dissatisfaction, or damages arising from advice/services provided by Coaches;
 2. Technical errors (e.g., payment delays, service outages) unless caused by gross negligence and third-party actions (e.g., Stripe payment failures, data breaches);
 3. Security incidents caused by Coach negligence (e.g., sharing login credentials, unsecured devices).
- Coaches assume full responsibility for client data security (e.g., storing session notes securely); Compliance with privacy laws (e.g., PIPEDA); Accuracy of credentials and certifications. **Example:** If a Coach’s reused password leads to a data breach exposing client emails, the Coach (not the Platform) bears liability for fines or lawsuits, unless caused by gross negligence.

- **Indemnification:**

- Coaches agree to indemnify and hold harmless the Platform against claims, damages, or losses arising from client lawsuits over coaching services out of the Platform's control; Violations of this Agreement (e.g., poaching clients); Misuse of Platform tools or Confidential Information.

- **Dispute Resolution:**

- All disputes must first be submitted to mediation in Canada. If unresolved within 60 days, disputes proceed to binding arbitration.
- Arbitration will follow the **ADR Institute of Canada's Rules**, with proceedings confidential and awards final.
- Class actions, collective claims, or jury trials are irrevocably waived.
- **Example:** A Coach disputing a payout deduction must first mediate; if unsuccessful, an arbitrator (not a court) decides the outcome.
- The Platform is not liable for failures caused by events beyond reasonable control (e.g., pandemics, Stripe API outages, cyberattacks).
- This Agreement is governed by Canadian law, excluding conflicts of law principles. The parties attorn to Canadian courts for injunctive relief.

- **Severability:** If any clause is deemed unenforceable, the remainder of the Agreement stays valid.

ACKNOWLEDGMENT AND ACCEPTANCE

By signing below, both parties acknowledge this Agreement constitutes the entire understanding between Coach and GymTonic.ca, superseding prior agreements. This Agreement shall remain binding on successors and assigns. Disputes not resolved through mediation/arbitration under Canadian law shall be subject to the exclusive jurisdiction of Canadian courts. Both parties agree to comply with all applicable Canadian laws including PIPEDA, the *Competition Act*, and provincial consumer protection statutes. GymTonic.ca reserves the right to audit Coach compliance annually and withhold payments for unresolved violations. Coach irrevocably waives claims for indirect, punitive, or consequential damages. Neither party may assign this Agreement without written consent. Survival clauses (confidentiality, indemnification, IP rights) remain enforceable post-termination. Amendments require written agreement with witnessed signatures. In case of conflicts between language versions, the English version prevails. Force majeure events (e.g., strikes, natural disasters) exempt both parties from liability for delays/failures. If any provision is deemed unenforceable, it shall be modified to minimum validity while preserving the Agreement's intent.

I, the undersigned Coach, certify that I have received, read, and fully understand all terms of this Agreement, including the Payment Policy, Subscription Guidelines, Code of Conduct, and Privacy Policy. I acknowledge that GymTonic.ca has advised me to seek independent legal counsel prior to signing.

Initials: _____

Date: _____

COACH:

Name: _____

Date: _____

Signature: _____

PLATFORM REPRESENTATIVE:

Name: _____

Date: _____

Signature: _____

(For and on behalf of GymTonic.ca, Registered in Quebec, Canada)

Confidentiality Note: This document contains proprietary information of GymTonic.ca. Unauthorized reproduction or distribution is prohibited under Canadian copyright law (R.S.C., 1985, c. C-42).