ARMYGYMNASTICS

***Services Agreement***

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| ***What is the purpose of this form?***  ***The purpose of this form is to formalize a legally binding agreement between two parties. It states the material terms, conditions, and considerations about the consultancy and/or services provided by party A to party B.*** |

**Services Agreement**

**Dated \_\_\_\_\_\_\_\_\_\_\_**

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| **Party A [****PERSONAL TRAINER]** | **Party B [Armygymnastics]** |
| **Name:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Name:**  **Armygymnastics \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Address:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Address:**  **1285 N Canyon Creek Pkwy #1004**  **Spanish Fork, UT 84660-1319**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Email Address:**  **info@armygymnastics.com**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

THIS SERVICES AGREEMENT (“**this Agreement**”) is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between Party A (“ ”) and Party B (“**Armygymnastics**”).

For clarity, words and expressions importing the singular will include the plural and vice versa; words and expressions importing the masculine gender will include the feminine gender, and words importing persons will include bodies corporate. Headings to this Agreement herein are for convenience only and will not affect the meaning or interpretation of any provision hereof.

The client desires to engage the services of the Service Provider upon the terms and subject to the conditions specified herein; and,

Service Provider desires to accept such engagement with Client upon the terms and subject to the conditions specified herein.

**NOW**, **THEREFORE**, in consideration of the premises and the mutual covenants, terms, and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby specifically acknowledged, the parties hereto agree as follows:

1. **Representations and Warranties**.

Service Provider represents and warrants as follows:

* 1. The Service Provider has the requisite knowledge, skills, training, qualifications, and experience required to perform the Services in accordance with the terms of this Agreement.
  2. The Service Provider’s execution of this Agreement and performance of the Services does not and will not breach or conflict with any agreement and/or undertaking to which the Service Provider is a party or by which the Service Provider is bound.
  3. The Service Provider undertakes not to enter into any contractual relationship during the term of this Agreement which might create a conflict of interest with the Service Provider’s obligations hereunder.

1. **The Services**.
   1. Service Provider will render Client with the following services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Services**”).
   2. The Service Provider will perform the Services in a diligent, timely, faithful, responsible, competent, and trustworthy manner and will exercise due professional care.
2. **Consideration**.
   1. **Service charge**. In consideration of the Services, Service Provider will be entitled to the following considerations (“**90% of Service charge**”):
3. **Service charge**. In consideration of the Service, Armygymnastics will be entitled to the following considerations (“**10% of Service charge”)** 
   * 1. **Daily/Weekly/Bi-Weekly/Monthly Fee**. The client will pay the Service Provider USD \_\_\_\_\_ per day/week/bi-weekly/month to be paid within \_\_\_\_\_ days following a receipt of a duly executed invoice.
     2. **Reimbursement of Expenses**. The client will further reimburse Service Provider for prior written approved expenses incurred in connection with the Services (the “**Reimbursement**”). The Reimbursement will be Service providers on our platform will be paid upon completion of services, either in person, via Venmo, or PayPal, based on the mutual convenience of the service provider and the client. This payment will be processed once the service is delivered, either virtually or in person.
   1. The consultancy fee, including a straightforward platform fee of 10% of the service charge, will be governed by the terms and conditions set forth herein.
   2. Each party hereto will bear its tax obligations incurred in connection with this Agreement, including, without limitation, all federal, state, local, and other taxes and related charges incurred by such party.
4. **Term and Termination**.
   1. The term of this Agreement will commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”) and terminate.
      1. ☐ At-Will: upon \_ 10 \_\_\_-day prior written notice.
      2. ☐ End Date: On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.
      3. ☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   2. Notwithstanding the foregoing, and without prejudicing or derogating from any party’s rights to any other remedies available under law or agreement, Client will be entitled, at its sole discretion, to immediately terminate Service Provider’s engagement hereunder, by giving termination notice to Service Provider, upon the occurrence of any one or more of the following events: (a) Service Provider is in material breach of any of the provisions of this Agreement and fails to cure such breach within \_ 7-14\_\_ days of written demand that such breach be cured; (b) Service Provider is charged with an offense involving moral turpitude, theft or embezzlement, whether or not it involves Client.
5. **Ownership**.
   1. The Service Provider shall retain ownership of all materials created, developed, or provided by them in connection with the services offered on this platform. Notwithstanding the foregoing, the Service Provider grants Armygymnastics and its users a non-exclusive, worldwide, perpetual license to access, use, display, and perform the materials solely in connection with the use of the services provided on this platform. This arrangement is designed to respect the intellectual property rights of Service Providers while enabling Armygymnastics to offer comprehensive wellness solutions to its users and drive leads to service providers".
   2. The Service Provider agrees that any materials (Work Product) created for the Client as part of the provided services will become the exclusive property of the Client once the services are fully paid for. The Client retains full ownership and is free to use and enjoy the materials they have paid for.
   3. To the fullest extent permitted by applicable law, the Service Provider also hereby irrevocably transfers and assigns to Client, and agrees to irrevocably transfer and assign to Client, and waives and agrees never to assert, any moral rights in Service Provider Work Product.
   4. To the extent that the Service Provider owns or controls (presently or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights that may block or interfere with, or may otherwise be required for, the exercise by Client of the rights assigned to Client under this Agreement (“**Related Rights**”), Service Provider hereby grants or will cause to be granted to Client a free-of-charge, non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable Client to exercise all of the rights assigned to Client under this Agreement.
6. **Confidential Information**
   1. For the purposes of this Agreement, “**Confidential Information**” will mean (a) any information, materials or knowledge regarding Armygymnastics, Client and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to Service Provider or to which Service Provider has access in connection with performing the Services; (b) Service Provider’s work with client; and (c) the terms and conditions of this Agreement.
   2. Confidential Information will not include any information that: (i) is or becomes part of the public domain through no fault of Service Provider; (ii) was rightfully in Service Provider’s possession at the time of disclosure, without restriction as to use or disclosure; or (iii) Service Provider rightfully receives from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure.
   3. At all times, both during the Service Provider’s engagement by Client pursuant to this Agreement and after its termination, and to the fullest extent permitted by law, the Service Provider agrees to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except as required in performing the Services, and not to disclose it to others. Service Provider further agrees to take all actions reasonably necessary to protect the confidentiality of all Confidential Information.
7. **Relationship of the Parties**.
   1. Service Provider warrants that Service Provider is aware that this Agreement is an agreement for the provision of services and does not create employer-employee relations between Service Provider and Client or Armygymnastics and does not confer upon Service Provider any rights save for those set forth herein.
   2. Service Provider undertakes that neither Service Provider nor any person acting on Service Provider’s behalf will sue Client, based on any cause of action in connection with employer-employee relations between Service Provider and Client or Armygymnastics, and if Service Provider and/or any person acting on Service Provider’s behalf does so, Service Provider will indemnify Client upon Client’s first demand for any expense that may be occasioned to Client in respect of or in connection with a claim as aforesaid, including advocates’ professional fees.
   3. Without prejudice to the generality of the foregoing, it is hereby agreed that Service Provider will not be entitled to receive from Armygymnastics severance pay and/or any other payment and/or other consideration deriving from employer-employee relations and/or the termination thereof and/or any social benefits.
8. **Miscellaneous**.
   1. Any modification or amendment to the provisions of this Agreement will be valid only if effected in writing and signed by both parties hereto.
   2. This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions or agreements between the parties with respect to the subject matter hereof.
   3. Each party’s failure or delay in enforcing any of the provisions of this Agreement will not in any way be construed as a waiver of any such provisions or prevent the party thereafter from enforcing each and every provision of this Agreement which were previously not enforced.
   4. Neither party may assign this Agreement to any third party except upon prior written consent, which consent will not be unreasonably withheld; provided that either party may assign this Agreement without prior written consent in a sale or transfer of all or substantially all of its assets or equity by way of merger, consolidation, or similar transaction. Any purported assignment in violation of this Section will be void. This Agreement and each and all of the provisions hereof bind and benefit the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
   5. In case any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.
   6. This Agreement will be exclusively governed by and interpreted in accordance with the laws of the State of Utah, without regard to the conflicts of law provisions of that State, and any action hereunder will be brought solely before the competent court in United States County.
   7. All notices and other communications required or permitted hereunder to be given to a party to this Agreement will be in writing and will be emailed or otherwise delivered by hand, addressed to such party's email address and/or address, as set forth in the preamble to this Agreement, or at such other address as the party, will have furnished to each other party in writing, in accordance with this provision. Any notice sent in accordance with this Section will be deemed delivered to the addressee party (a) if sent by email, on the first business day following the day of such sending or transmission; and (b) if personally delivered, when actually delivered.

**In Witness Whereof**, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

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| **Armygymnastics**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Client** | **Service Provider** |