



SECOND TRAINER SERVICES AGREEMENT CONTRACT

BETWEEN

MIMIKA SOLUTIONS PTY LIMITED A.C.N. 074 906 264 trading as EVOLUTION TO
WELLBEING ("the Company")

Level 10 / 2 Bligh Street Sydney

AND

..... ("the Secondary Trainer")

Name of Secondary Trainer

of

Address

Dated this day of 2011

MIMIKA SOLUTIONS PTY LTD A.C.N. 074 906 264 trading as

EVOLUTION TO WELLBEING ("the Company")

AND

..... ("the Secondary Trainer")

1. TERMS OF CONTRACT

- 1.1 The Company will engage with the Secondary Trainer to provide services namely ("the Services") on behalf of the company for the benefit of the Company's clients.
- 1.2 The Evolutionary shall be engaged to provide the Services at a time and for a consideration to be determined in accordance with clauses 1.7 of this contract and at no time shall the Secondary Trainer be considered to be an employee of the Company.
- 1.3 The Secondary Trainer shall not be entitled to salary, wages, holiday pay, sick leave, long service leave, overtime, superannuation entitlements or other benefits normally accruing to permanent or part time or permanent/part time or any other type of employees. The Company shall not be responsible for the payment of any taxation on behalf of the Secondary Trainer.
- 1.4 The Secondary Trainer shall insure himself/herself for all sickness benefits, accident, income protection or other insurance that the Company considers the Secondary Trainer should effect. If the Secondary Trainer is a corporation then the Secondary Trainer shall insure its employee(s) for all workers compensation. The Secondary Trainer shall produce to the Company when requested to do so evidence of all such insurance that the Company requires the Secondary Trainer to effect.
- 1.5 The Secondary Trainer shall indemnify the Company for any accident, injury, damage or illness that the Secondary Trainer or any other person, including the Company's clients, shall suffer as a result of the Services being provided by the Secondary Trainer.

- 1.6 The Company shall not be obliged to engage the services of the Secondary Trainer on behalf of the Company. Services shall be a matter within the sole discretion of the Company and the Company shall not be required to account for or give any explanation whatsoever as to the manner in which it exercises such discretion.
- 1.7 The Secondary Trainer shall not render an invoice to any of the Company's clients for the Services provided. If the Secondary Trainer receives any funds from the Company's clients these are to be immediately remitted to the Company by the Secondary Trainer.
- 1.8 The Secondary Trainer will at all times observe and comply with the Company's rules, requirements and/or operating procedures as set out in Schedule 2 to this contract.

2. CONFIDENTIAL INFORMATION

- 2.1 All records, reports, computer software, client lists, trade secrets, financial information, commercially sensitive information or other material of the Company which may be obtained by or received by or come to the knowledge of the Secondary Trainer in the course of and/or as a result of this contract is the confidential information of the Company.
- 2.2 Such confidential information may not be used or disclosed by the Secondary Trainer except as authorised or required by the Company. In the event of termination or completion of this contract the confidential information must not be used or disclosed by the Secondary Trainer for any purpose. The confidential information may never be used for the personal advantage of the Secondary Trainer or other persons. In the event that the Secondary Trainer is in possession of any material containing confidential information of the Company then at the request of the Company the Secondary Trainer shall immediately return to the Company all of the confidential information in his/her/its possession. The Secondary Trainer must not retain any copies, extracts or reproductions in whole or in part of any of the Company's confidential information. All material in whatever form in the possession of the Secondary Trainer is and at all times will remain the property of the company.
- 2.3 Non-Solicitation

The Secondary Trainer shall not by use of or reliance upon confidential information, either on the Secondary Trainer's own account or for any other person, solicit or entice or endeavour to

solicit or entice from the Company the custom of any entity or person who was, during the period of this or any other contract with the Company, a customer or client of the Company.

2.4 Intellectual Property

Any and all property whether tangible or intangible which is created, developed, expanded, added to, improved or designed by the Secondary Trainer during the course of this Contract with the Company will be the property of the Company. The Secondary Trainer agrees that the Secondary Trainer will provide all information relating to any such property to the Company and take whatever steps are necessary to enable the Company to protect its intellectual property rights.

Signed by MIMIKA SOLUTIONS PTY LTD)

in accordance with its Constitution.)

.....

Director

.....

Secretary

Signed by in)

The presence of)

.....

Witness

.....

Secondary Trainer

Second Trainer Policy

TITLE: Secondary Trainer for Evolution to Wellbeing

Contract between _____ (print name) and Evolution to Wellbeing

This contract is binding on going basis with two weeks notice required by either party to terminate should they wish to do so provided all conditions of the contract are met. Should the Secondary Trainer breach any of the conditions of this contract, the contract will be rendered void.

General Guidelines:

Trial Period

Secondary trainers are generally required to participate in 4-6 sessions over a two week period within a particular KLIK/cluster. You are to arrive at 5.45 to meet with the Evolutionary to discuss the session plan. At the conclusion of each session, the head trainer (Evolutionary) will report back to Evo central with feedback on various aspects which may include your presentation at arrival, 'energy' levels, willingness to participate in the group.

Following a successful period participating in sessions you will then be assigned to "3rd trainers duties" i.e.. Introduced to the group as a "trainer" and "here to help" it is here that you will have hands-on experience as an Outdoor Group Trainer. With no need to plan sessions the pressure is off to essentially see how you vibe with the paying members and whether you've got what it takes to be an Evolutionary. This period of unpaid "3rd trainer" sessions can take between 2 & 8 sessions depending on how well you perform.

If you are successful after this stage you will officially become an Evolution Secondary trainer. You will become an employed contractor to provide secondary trainer assistance within a designated group.

Responsibilities:

1. Ensuring the success of the session in that timeslot.
2. Ensuring you arrive a minimum of 15 minutes before the scheduled session / class. Should an instructor find themselves in a position where they are going to be late, they should inform the Evolutionary who is in charge of the class as soon as possible.
3. Ensure the class / session starts on time .
4. Dress appropriately as to represent Evolution to Wellbeing (more guidelines below).
5. Endeavour to give the clients and guests an experience beyond expectations during each visit.

Essential Duties:

1. Conduct group sessions in a manner which encourages all new and existing clients to become involved.
2. Supervising all Evolution clients and guest, giving technical advice, support and encouragement.
3. Follow all Occupational Health & Safety (OH&S) policies and procedures.
4. Attempt to identify and manage all potential hazards to ensure a safe environment for participants and staff.
5. Assist in the investigation of accidents / incidents and implement risk controls.
6. Promote a high quality of customer service.
7. Maintain the product, cleanliness and service provision in line with existing Evolution to Wellbeing brand standards and expectations.
8. Ensure Evolution members and guests receive an efficient, friendly, consistent and personalized service.
9. Maintain standards of personal appearance and hygiene in line with existing Evolution to Wellbeing requirements.
10. Report equipment breakdown to your Evolutionary at the earliest opportunity.
11. Vary the sessions to add variety each week.
12. Be approachable and endure you make yourself available before and after each class / session to talk to members and guests.

Required Qualifications:

The instructor agrees to maintain up to date insurance, class certification, First Aid and CPR. Copies of these must be made available to Evolution to Wellbeing at time of signing this contract. Failure to keep any of the above current will be deemed as a 'contractual breach' and Evolution to Wellbeing will replace the instructor with immediate effect.

Code of Conduct

The Secondary Trainers will adhere to the following:

1. Secondary Trainers shall be responsible for providing information and services that are consistent with their level of education and training, without exceeding the limitations of their scope of practice.
2. Secondary Trainers shall hold confidential all privileged information, which shall not be released to a third party without consent of the client, unless required by law.
3. Secondary Trainers shall be professional and comply with all policies and procedures of Evolution to Wellbeing, and applicable local, state, and federal laws.
4. Secondary Trainers shall not directly or indirectly misrepresent their professional credentials, skills, training, identity, or services.
5. Secondary Trainers shall not participate in any form of conduct that may constitute a conflict of interest or misrepresent the professionalism of Evolution to Wellbeing.
6. Secondary Trainers shall not participate in any arrangement that exploits the client, nor shall the trainer place financial gain above the welfare of the client.
7. Secondary Trainers shall never discriminate against any client based on race, religion, creed, ethnicity, gender, age, or disability.
8. Secondary Trainers must contact Evolution to Wellbeing KLIK trainer within 24 hours to cancel session.
9. Secondary Trainers must start their session on time.

Uniform

Please wear appropriate training clothes in black. The Evolution logo must be on the clothing. The print cost of the logo will be paid for by Evolution. Please liaise with Lisa, lisa.etw@gmail.com

Invoicing

Please submit invoices for each month and make sure they have the following information:

Invoice No.

ABN

Bank Acct & BSB

Dates and location of session

\$ paid per session

Total number of sessions invoices

Total \$s billed

NB Invoice templates can be found online or in Microsoft Excel

Invoices must be emailed to lisa.etw@gmail.com within four days of the close of each month

Allocate an invoice for each month, eg. January dates on one, February dates on a separate invoice etc

Invoices are paid on a four weekly rotational basis on a Thursday. The rotation is in sync with the monthly timetables. Please ask Lisa for dates if unsure

Contract:

The ETW Requirements contract must be signed before you start working for or receiving payment from Evolution to Wellbeing. The contract contains all terms of employment and can either be scanned and emailed to lisa.etw@gmail.com or sent to:

Mike Britton

PO Box 104

Waverley

NSW 2024

Payment Tiers

The payment scale per session will depend on how experienced & qualified you are:

\$40 per hour for unqualified trainer who is yet to begin their studies

\$50 per session for Cert 3 qualified trainer

\$55 per session for Cert 4 qualified trainer

\$65 per session for Fitness Australia qualified trainer

\$70 per session for qualified trainer who has been with Evolution for minimum 6 months.

Amendments to pay rates:

Rate _____ Signature (ETW) _____ Date _____

No Compete & Solicitation

Secondary trainers will not poach paying clients of Evolution to Wellbeing.

Attendance at Evolution Functions

It is desirable for Secondary trainers to attend Evolution to Wellbeing functions to promote the client / trainer relationship

_____ Secondary Trainer (PRINT NAME) _____ Date

_____ Secondary Trainer (SIGNATURE) _____ Date

_____ Manager ETW (PRINT NAME) _____ Date

_____ Manager ETW (SIGNATURE) _____ Date