

SCHEDULE 4

EVOLUTIONARY SERVICES

1. Insurances, Workers Compensation

- 1.1 Hold current public liability insurance to a minimum of \$ 20m.
- 1.2 Hold Workers Compensation Policy in own name.
- 1.3 Hold current professional indemnity insurance to a minimum of \$ 10 million.

2. Certification

- 2.1 Maintain Certification III Trainer registration with Fitness Australia.
- 2.2 Maintain any specific certification required such that your insurance covers the use of all relevant equipment.

3. Primary Sessions

- 3.1 During each four (4) week block conduct up to six (6) fitness training sessions per week in the 6:00am timeslot, specifically five (5) at 6:00am Monday to Friday and one (1) at 7:00am Saturday. Sessions conducted on Tuesday, Thursday and Saturday may be shared with other KLIKs.
- 3.2 During each four (4) week block in each timeslot additional to 6:00am conduct a minimum of three (3) fitness training sessions per week.
- 3.3 Conduct all sessions only at locations and times per the timetable.
- 3.4 Conduct all sessions in accordance with council and/or Managing Authority Licence requirements and conditions.
- 3.5 Notify the Company as soon as practicable on the day of any incidents or issues that arise prior to, whilst conducting or following a session.
- 3.6 Enrol a maximum of seventy (70) paying members (does not include members while on a freeze) in any one timeslot.
- 3.7 Obtain Company approval prior to offering or conducting fitness training sessions for any groups of four (4) or more participants in any new timeslot and/or any new location.

4. Session Content

- 4.1 Abide by the principles set out by the Company on how to create and deliver the Evolution experience.
- 4.2 Design and choreograph session content to suit the timetabled equipment allocation by the Company.
- 4.3 Choreograph new session ideas for every Block and upload session plans to the session library by the end of each week.
- 4.4 Undertake session content training modules and other training provided by the Company and as determined by the Company.

5. Calendar and Timetabling

- 5.1 Review and confirm the timetables prior to the Wednesday of week four (4) of each Block.
- 5.2 Arrange cover at the Evolutionary's expense by a Company approved trainer or second trainer for any absences and obtain the Company's prior approval.
- 5.3 Actively promote, participate in and only endorse events on the Evolution events calendar.
- 5.4 Attend Evolution social functions and events.

6. Council and Managing Authority Licences

- 6.1 Register with Council and/or Managing Authority where required.
- 6.2 Maintain appropriate Council and/or Managing Authority Licences where required.
- 6.3 Provide proof of registration and Council and/or Managing Authority Licences to the Company.
- 6.4 Comply with Council and/or Managing Authority Licence terms and conditions.

7. Marketing

- 7.1 Use only Company approved marketing collateral.
- 7.2 Market and promote only Company approved products and services to clients as required by, or agreed with, the Company.
- 7.3 Solicit clients only for Company approved products and services as required by, or agreed with, the Company.
- 7.4 Develop and, subject to Company approval, conduct local KLIK level marketing initiatives.
- 7.5 Initiate and maintain local KLIK level alliances subject to Company approval.

8. Uniforms

- 8.1 Bear the cost of purchasing uniforms or Company approved apparel.
- 8.2 At all times whilst acting on behalf of the Company and or during training sessions and events, wear designated and/or approved Company uniform.
- 8.3 Ensure that the uniform must be clean at the commencement of each KLIK session.

9. Client Relationship Management

- 9.1 Abide by the principles, processes and timeframes set out by the Company on how to create and deliver the Evolution to Wellbeing experience.
- 9.2 Demonstrate the ability to display a clear understanding of the Evolution to Wellbeing proposition and the unique selling points of the Company's offering against its competitors.
- 9.3 On a daily basis, utilise the Company systems and procedures including software and IT; smartphone application; snapshot; social media; email; text message; phone calls and conversations to manage client relationships and client attendance.
- 9.4 Provide client acknowledgement and accountability by maintaining contact with clients via group email, individual email, social media, text message, telephone calls and conversations with a minimum of one (1) text and one (1) email per week and a maximum three (3) emails per week.
- 9.5 Manage clients for conversion to paying members during their trial period by adhering to the Trial process as defined by the Company.
- 9.6 Agree on a package and register clients as paying members during their trial period through a one-on-one consultation with the client.
- 9.7 Company with the Company's package, pricing and fees schedule.
- 9.8 Familiarise with and ensure that clients understand, agree to and abide by the terms and conditions of their membership agreement.
- 9.9 Conduct eight (8) weekly consultations with paying members to establish and monitor goals and progress, and obtain feedback on their experience of your delivery of the Evolution to Wellbeing experience.
- 9.10 Manage clients to remain paying members by adhering to the Retention processes as defined by the Company.

10. Communication

- 10.1 As required, attend the Company meetings and KLIK Performance Reviews held each Block. Attendance may be via an approved means by the Company such as teleconference and skype at the cost of the Evolutionary.
- 10.2 As required, provide content for communications to clients requested by the Company;

- 10.3 Regularly post updates, questions and ideas to share with other Evolutionaries and the Company on the Team Evo Facebook group.
- 10.4 Regularly contribute appropriate content to the Company's social media platforms including, but not limited to, Facebook and Instagram.
- 10.5 At least weekly, contribute appropriate content to your KLIK's Facebook group.
- 10.6 Adhere to the Company privacy policies and communication guidelines.

11. Documentation

- 11.1 Only use forms and branded stationery provided by or purchased from the Company.
- 11.2 Ensure that clients complete the Pre-Training Questionnaire prior to participating in training sessions.
- 11.3 Ensure client completion of all required forms including, but not limited to, registration, billing authority, freeze, lifestyle and termination forms and obtain these prior to updating Company systems and or billing systems.

12. Evolution to Wellbeing Software

Input and maintain in software systems the daily accuracy of all client information, attendance and client billing information including:

- a. client contact details;
- b. client status;
- c. client profiling;
- d. billing details including initial client transaction (balancing payment);
- e. client secondary and specialist trainer attendance;
- f. client leads; and
- g. client referral information.

13. Equipment

- 13.1 Purchase from the Company, maintain in good condition, replace when worn and have present at all fitness training sessions the following equipment:
 - a. key box;
 - b. first aid kit;
 - c. tarpaulin;
 - d. utility box; and or/
 - e. A-frame or other advertising unit (subject to Council approval)
- 13.2 Purchase from the Company, maintain in good condition, replace when worn, lost, stolen or damaged, and have present at all fitness training sessions as appropriate per the timetable, the following equipment:

- f. Boxing inners (quantity sufficient for group size);
 - g. cones (quantity sufficient for group size);
 - h. skipping ropes (quantity sufficient for group size);
 - i. lighting (1);
 - j. clipboards for fitness testing (quantity sufficient for group size); and
 - k. yoga/exercise mats (quantity sufficient for group size).
- 13.3 Liaise with the Company to replace or repair at the Evolutionary's cost within seven (7) days any Company equipment that is lost, stolen or damaged whilst in the Evolutionary's possession and/or is allocated to the Evolutionary per the timetable.
 - 13.4 Take from the storage facility only the equipment allocated to the KLIK per the timetable.
 - 13.5 Use only Company approved equipment during fitness training sessions.
 - 13.6 Return equipment to the Company provided storage facility in good time for pick up by other Evolutionaries per the timetable.
 - 13.7 Store, clean and maintain all equipment in good working order and condition.
 - 13.8 Clean yoga/exercise mats at least once every four (4) week block and replace at least annually.
 - 13.9 Use equipment only for Company approved sessions and/or activities.

14. Client Training Ratio

- 13.1 Notify the Company if the KLIK is consistently receiving attendances of 18 people or more at a session.
- 13.2 Source and interview a suitable new support trainers in conjunction with the Company. The Company will reserve final selection of any new second trainer.
- 13.3 Give notice of cancellation to the support trainer in the event that it is unnecessary for the secondary trainer to attend sessions.
- 13.2 Manage support trainers in preparation for and during sessions to ensure they abide by the principles set by the Company and deliver the Evo experience.

15. Vehicle

- 14.1 A suitable vehicle must be provided to attend all Evo Central training sessions and events.
- 14.2 The vehicle must be maintained in accordance with standards set by the Company.
- 14.3 Subject to prior approval the Evolutionary's vehicle may be branded with the Company's signage at the Company's expense. The Evolutionary will reimburse

the Company's costs if the Agreement is terminated or the vehicle is no longer used by the Evolutionary within six (6) months of branding.

- 14.4 Branding will be removed by the Evolutionary at their own cost within two (2) weeks of the Company's request and/or termination of this Agreement or prior to the sale of the vehicle.
- 14.5 The Evolutionary takes full responsibility for any people travelling in their vehicle.
- 14.6 All vehicle expenses are the responsibility of the Evolutionary including but not limited to parking fees, toll and maintenance.

Commencement Date: