PARKSTONE ATHLETICS LLC d/b/a FISSION VOLLEYBALL CLUB
INDEPENDENT CONTRACTOR COACHING AGREEMENT

INDEPENDENT COACHING AGREEMENT

This **INDEPENDENT CONTRACTOR COACHING AGREEMENT** (the "Agreement") is made and entered into this _____ day of _____ 20___, by and between Parkstone Athletics LLC d/b/a Fission Volleyball Club's ("Fission Volleyball Club") and _____ ("the Coach").

W I T N E S S E T H:

WHEREAS, Fission Volleyball Club, having been organized for the purpose of providing organized, competitive volleyball training and playing opportunities to its athletes by arranging practices, coaching, team uniforms, and participation in tournaments and igniting a passion for volleyball while fostering excellence, both on and off the court with an ultimate goal to provide an environment where athletes can achieve their full potential, become exceptional team athletes, and thrive as leaders in their communities;

WHEREAS, Coach has the experience and expertise to perform and provide coaching services for Fission Volleyball Club and has the organization, means, and technical ability to fulfill all of their obligations under this Agreement;

WHEREAS, Fission Volleyball Club desires to retain the services of Coach to perform and provide coaching services for Fission Volleyball Club and Coach is willing to be engaged by Fission Volleyball Club as an independent contractor on the terms and conditions herein set forth.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein set forth, Coach and Fission Volleyball Club, intending to be legally bound, hereby mutually promise and agree as follows:

1. **Acknowledgment of Recitations.** The above recitations are true and correct and are incorporated herein.

2. **Definitions.** The following terms shall have the meanings specified in this Section 2. Other terms are defined in the text of this Agreement and those terms shall have the meanings respectively ascribed to them.

"**Agreement**" means this Independent Contractor Coaching Agreement.

"**Affiliate**" means any business entity which controls, is controlled by, or is under common control with Fission Volleyball Club.

"**Athlete**" or "**Athletes**" means any individual that sought or engaged Fission Volleyball Club for participation in organized, competitive volleyball training and playing opportunities offered by or through Fission Volleyball Club.

"**Business of Fission Volleyball Club**" The Parties acknowledge that Fission Volleyball Club is organized for the purpose of providing organized, competitive volleyball training and playing opportunities to its athletes by arranging practices, coaching, team uniforms, and participation in

tournaments. Fission Volleyball Club provides these services and others related thereto throughout the State of Georgia and the State of Florida (collectively the "Business of Fission Volleyball Club").

"**Confidential Information**" means any and all materials, data and information, other than Trade Secrets, regardless of form or medium relating to Fission Volleyball Club *(i)* of which the Coach became aware as a consequence of or through their independent contractor relationship with Fission Volleyball Club or any other arrangement or relationship with Fission Volleyball Club; *(ii)* which has value to Fission Volleyball Club and is not generally known to its competitors; and (*iii*) which is treated by Fission Volleyball Club as confidential (whether or not such material or information is marked "confidential"). Confidential Information may include, but is not limited to, information relating to technical or non-technical data, including dosing and effectiveness, formulas, patterns, agreements, contracts, pricing, fees, compilations, programs, devices, methods of operation, procedures, techniques, designs, plans, codes, methodologies, software, programs, protocols, print screens, calculations, computerized files or lists, structures, databases, customizations, Athlete data (including without limitation Athlete data, Athlete names and prospect Athlete names), services, pricing policies, research, development, projects, business plans, inventions, purchasing, accounting, and marketing of Fission Volleyball Club.

"Date of Termination" means the date Coach's independent contractor relationship ended.

"**Fission Volleyball Club**" means Parkstone Athletics LLC d/b/a Fission Volleyball Club, all of its predecessors, successors, current, future and former parent entities, subsidiaries, affiliates, related or acquired companies, trusts, partnerships, investors, or joint ventures, and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, trustees, owners, representatives, coaches, assigns, attorneys, agents, and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors.

"Legitimate Business Interest" includes, but is not limited to:

(i) Trade Secrets, as defined by Official Code of Georgia Annotated Section 10-1-761, et seq.;
(ii) Valuable Confidential Information that otherwise does not qualify as a Trade Secret;
(iii) Substantial relationships with specific Clients; and/or
(iv) Goodwill associated with the Business of Fission Volleyball Club.

"Parties" shall mean Coach and Fission Volleyball Club, collectively.

"Prospective Athlete" means any individual or entity that sought, retained, or engaged Fission Volleyball Club for any services offered by or through Fission Volleyball Club or any individual or entity that Fission Volleyball Club actively solicited or offered any service to within two (2) years prior to Coach's Date of Termination.

Any reference herein to a prohibition against "soliciting or attempting to solicit business from Prospective Athlete" or similar language shall be narrowly construed to apply only to:

(i) such of the customers or clients, including actively sought prospective clients, with whom Employee had Material Contact; and
(ii) products and services that are competitive with those provided by the Business of

Fission Volleyball Club.

"Termination" means the separation of the Coach's engagement with Fission Volleyball Club, as an independent contractor, upon the initiative of either party.

"**Trade Secret**" For purposes of this Agreement, the term "Trade Secret" refers generally to information, regardless of form, relating to the business of Fission Volleyball Club:

(i) Which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
(ii) Is the subject of efforts by Fission Volleyball Club that are reasonable under the circumstances to maintain secrecy.

Specific information which falls within the above general definition of a "Trade Secret of Fission Volleyball Club" includes, but is not limited to, past, present or projected financial data or plans of Fission Volleyball Club; technical and non-technical data including but not limited to dosing and effectiveness, research, processes, application, or techniques; marketing methods or plans of Fission Volleyball Club; business plans of Fission Volleyball Club; compensation arrangements between Fission Volleyball Club and their respective Employees or independent contractors; contracts entered into between Fission Volleyball Club, their subsidiaries, or affiliates and outside entities; computer programs developed for or by Fission Volleyball Club; lists of actual or potential suppliers of Fission Volleyball Club; lists of Clients of Fission Volleyball Club and identifying information about such Clients; and information and documents pertaining to contracts and agreements with Fission Volleyball Club or others.

3. Engagement of Coach.

3.1 Position. During the term this Agreement, Fission Volleyball Club will retain the services of the Coach and the Coach desires to perform such services as an independent contractor, and in such other capacities and with such powers and duties as may from time to time be determined by a principal of Fission Volleyball Club.

3.2 Status; Independent Contractor. The engagement of the Coach shall be as an independent contractor and not as an employee, agent, subsidiary, or corporate affiliate of Fission Volleyball Club and shall be for the Term as defined in Section 3.6 below unless earlier terminated pursuant to the terms of this Agreement.

3.3 Duties. Coach shall provide coaching services to Fission Volleyball Club and its Athletes as described in the *Fission Volleyball Club 2026 Coaches Handbook* ("Coaches Handbook") which are incorporated hereto as the "Duties" of Coach. The days and hours of Coach's performance and the specific manner by which the services are performed by Coach under this Agreement are solely within the discretion of Coach, as long as they are consistent with Fission Volleyball Club's general standards with respect to such services and any particular coaching requirements; however, in all events, Coach agrees to promptly perform all services for Fission Volleyball Club under this Agreement, and to meet any requirements for completion of Coach's performance which may be specified by Fission Volleyball Club.

3.4 Use of Material. Coach acknowledges that solely by reason of their independent contractor relationship with Fission Volleyball Club, Coach has and will continue to come into possession of, have knowledge of, or contribute to Fission Volleyball Club's Confidential Information and Trade Secrets. Coach is authorized to use the Confidential Information, Trade Secrets, copyrighted materials, trademarks, trade names and service marks of Fission Volleyball Club, and its subsidiaries and affiliates,

solely in connection with the performance of Coach's obligations and responsibilities in this Agreement and in accordance with the policies and procedures established by Fission Volleyball Club from time to time provided, however, that nothing contained in this Agreement or otherwise shall effect or be deemed to effect an assignment, license, or other grant of any right by Fission Volleyball Club of any of Fission Volleyball Club's rights in or to such copyrighted materials, trademarks, trade names or service marks or any other intellectual property of Fission Volleyball Club.

3.5 Best Efforts. Coach agrees to devote such of Coach's time, skills, and best efforts in furtherance of this Agreement with Fission Volleyball Club, and to perform faithfully for Fission Volleyball Club in accordance with this Agreement. Coach agrees to exert Coach's best efforts to preserve for the benefit of Fission Volleyball Club the goodwill of Fission Volleyball Club's Athletes and those who may have business relations with Fission Volleyball Club.

3.6 Term. This Agreement shall commence on the date hereof, subject to termination by either Party, as detailed hereinbelow, effective upon Notice to the other Party. In the event this Agreement is not sooner terminated, the Parties anticipate that the Agreement will terminate on June 30, 2026.

(i) Coach shall have the right to terminate this Agreement immediately. If Coach exercises their right to terminate the Agreement, any obligation they may otherwise have under this Agreement shall cease immediately, with the exception of ongoing obligations under Section 5.

(ii) Fission Volleyball Club shall have the right to terminate this Agreement, with or without cause, effective immediately, upon receipt by Coach of a written notice of termination from Fission Volleyball Club, in accordance with the terms outlined in the Coaches Handbook.

(iii) Coach and Fission Volleyball Club Leadership shall maintain communication on a monthly basis regarding Coach's performance of services. Fission Volleyball Club may provide notice to cure to Coach if Fission Volleyball Club determines that Coach is in breach of this Agreement. Coach shall cure any alleged breach within thirty (30) days following receipt of written notice from Fission Volleyball Club setting forth the specific allegations concerning the alleged breach. Should Coach fail to cure within the thirty (30) day period, this Agreement shall terminate.

(iv) Additionally, this Agreement shall automatically terminate upon Coach's death. In such event, Fission Volleyball Club shall be obligated to pay Coach's estate or beneficiaries only those amounts earned or accrued, on a pro-rata basis, as of the date of death.

3.7 No Prior Restrictions. Coach hereby represents and warrants to Fission Volleyball Club that Coach is free to enter into this Agreement and has no prior or other obligations or commitments to any third party which would or might interfere with the acceptance or the full, uninhibited, and faithful performance of the services to be provided hereunder.

4. Compensation and Incentives.

4.1 Compensation. For all services rendered by the Coach pursuant to Section 3 of this Agreement, and in part of the consideration for the other obligations and promises of the Coach as set forth in this Agreement, Fission Volleyball Club will compensate the Coach for the services provided in the month prior in accordance with the **Compensation Guidelines and Calendar** which has been provided to Coach as an Appendix to the Coaches Handbook. Payments will be made available for pick-up on the 1st day of each month and Coach will be responsible for coordinating their pick up of the payment with Fission Volleyball Club.

Coach must submit a completed W-9 form in order to be compensated by Fission Volleyball Club.

Coach will receive an IRS Form 1099 detailing all income earned under this Agreement.

4.2 No Eligibility for Benefits. Coach acknowledges that he will not be eligible to participate in any benefit plan offered by Fission Volleyball Club.

4.3 Federal, State, and Local Payroll Taxes. Coach acknowledges that Fission Volleyball Club will not withhold or pay any federal, state, or local income taxes or payroll taxes of any kind on behalf of Coach. Coach understands that they are responsible for paying any federal, state, or local tax or withholding that results from Coach's compensation from Fission Volleyball Club.

4.4 Responsibility for Workers' Compensation. Coach acknowledges that they are not eligible for coverage under any potential Fission Volleyball Club's Workers' Compensation insurance. Coach warrants that they will comply with the workers' compensation statutes concerning the Coach.

4.5 Costs and Expenses. Fission Volleyball Club will provide Coach with a Parkstone Athletics LLC credit card to cover costs associated with hotel accommodations and parking only when traveling for Fission Volleyball Club tournaments, in accordance with the terms and conditions outlined in the Coaches Handbook. Coach's privilege to use a Parkstone Athletics LCC credit card will be permanently revoked upon a single instance of misuse, in accordance with the terms and conditions outlined in the Coaches Handbook. Coach acknowledges that Coach will bear all other costs and expenses associated with Coach's efforts and, further, that Coach shall not be entitled to reimbursement by Fission Volleyball Club. Extraordinary expenses incurred at the direction of Fission Volleyball Club shall be reimbursed.

5. Restrictive Covenants.

5.1 Agreements and Acknowledgments. The Parties hereto agree to and acknowledge the following:

(a) Fairness and Reasonableness. The type and period of restrictions imposed by the covenants contained herein are fair and reasonable and are no broader than necessary to protect the Legitimate Business Interest of Fission Volleyball Club and do not unduly restrict the Coach's ability to earn a livelihood.

(b) Severability. The covenants contained herein are severable and separate one from another and the enforceability of any specific covenant or covenants herein shall not affect the validity or enforceability of any other covenant herein.

5.2 Covenants. Having acknowledged the foregoing, the Coach hereby covenants and agrees as follows:

(a) Covenant Not to Disclose. The Coach acknowledges that, in and as a result of his engagement with Fission Volleyball Club as an independent contractor, the Coach will use, acquire, and develop Confidential Information and Trade Secrets. As a material inducement to Fission Volleyball Club to employ the Coach and to pay the Coach compensation for services to be rendered to Fission Volleyball Club by the Coach, the Coach covenants and agrees that the Coach shall not, except with the prior written consent of Fission Volleyball Club, or except if the Coach is acting as an employee of Fission Volleyball Club solely for the benefit of Fission Volleyball Club in connection with the Business of Fission Volleyball Club and in accordance with Fission Volleyball Club's business practices and employee policies, directly or indirectly, use, divulge, reveal, report, publish, transfer or disclose for any purposes whatsoever, any Confidential Information. All Trade Secret and/or Confidential Information are a valuable asset of Fission Volleyball Club and are, will be, and shall at all times remain the sole and exclusive property of Fission

Volleyball Club.

The covenants of confidentiality set forth herein shall apply at any time during the term of the Coach's engagement with Fission Volleyball Club as an independent contractor and:

(i) with respect to Trade Secrets (as defined by Official Code of Georgia Annotated Section 10-1-761, et seq.) at any and all times following Termination; and

(ii) with respect to Confidential Information that otherwise does not qualify as a Trade Secret, for so long as Fission Volleyball Club considers the Confidential Information to be confidential.

(b) Return of Property. All Confidential Information and Trade Secrets, and all physical embodiments thereof, received or developed by the Coach while employed with Fission Volleyball Club are confidential to and are and will remain the sole and exclusive property of Fission Volleyball Club. Upon request by Fission Volleyball Club, and in any event upon Termination, the Coach shall promptly deliver to Fission Volleyball Club all property belonging to Fission Volleyball Club, including, without limitation, all Trade Secrets or Confidential Information (and all physical embodiments thereof) then in the Coach's custody, control, or possession.

(c) Covenant Not to Compete. The Coach agrees that during the term of the Coach's engagement with Fission Volleyball Club as an independent contractor they shall not Compete with Fission Volleyball Club within the Covenant Territory.

5.3 Definitions and Phrases. The following definitions and phrases apply for purposes of Section 5.

(a) During the term of the Coach's engagement with Fission Volleyball Club as an independent contractor, "**Compete with Fission Volleyball Club**" means for the Coach to either directly or by assisting others, on the Coach's own behalf or in the service or on behalf of others, in any capacity which involves duties and responsibilities which are the same as or substantially similar to those undertaken for Fission Volleyball Club, engage within the Covenant Territory in any Competing Business.

(b) A "**Competing Business**" means any person or business organization of whatever form which conducts, authorizes, offers, or provides activities, products, or services that are competitive with Business of Fission Volleyball Club and that are of the type conducted, authorized, offered, or provided by Fission Volleyball Club.

(c) The "**Covenant Territory**" means the territory within:

(i) Within a one hundred fifty (150) air mile radius of Fission Volleyball Club's office located in Valdosta, Lowndes County, Georgia; and

It is the express intent of the Parties hereto that the Covenant Territory, as that term is defined herein, is the area where the Coach performs or performed services on behalf of Fission Volleyball Club as of, or within a reasonable time prior to, the Date of Termination of Coach's engagement with Fission Volleyball Club as an independent contractor.

6. Limitations on Authority. Except in accordance with the express written consent from Fission Volleyball Club Leadership, Coach will have no apparent or implied authority to:

(i) Pledge the credit of Fission Volleyball Club or any of its other employees;

(ii) Bind Fission Volleyball Club under any contract, agreement, note, mortgage, or otherwise;
(iii) Release or discharge any debt due Fission Volleyball Club unless Fission Volleyball Club has received the full amount thereof; or
(iv) Sell, mortgage, transfer, or otherwise dispose of any assets of Fission Volleyball Club.

7. **Assignment.** The benefits, obligations, and duties of this Agreement are and shall be personal to the Coach and are not assignable or delegable by Coach in any manner and none thereof shall inure to the benefit of Coach's heirs, personal representatives, or assigns, without the express written consent of Fission Volleyball Club. This Agreement shall be binding upon and inure to the benefit of Fission Volleyball Club, and it shall be assignable by Fission Volleyball Club to any entity which may acquire substantially all of the business and assets of Fission Volleyball Club, or with or into which Fission Volleyball Club may be merged or consolidated.

8. **Mediation.** Any dispute or controversy arising under, out of, or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be subject to mediation as a condition precedent to arbitration. Fission Volleyball Club and Coach agree that, within forty-five (45) days following assertion of a dispute concerning Coach's employment with Fission Volleyball Club, they shall identify and agree upon a mediator to be retained for purposes of attempting to facilitate a resolution of the Parties' potential controversy. Fission Volleyball Club shall submit a list of three (3) potential mediators to Coach, whereupon Coach shall select the candidate of his preference to act as mediator. The mediation shall occur within forty-five (45) days after Coach notifies Fission Volleyball Club of his selection. Prior to the mediation, the Parties agree to negotiate in good faith in an attempt to resolve the issue(s). The Parties shall endeavor to resolve claims, disputes, and other matters in question between them by mediation in Lowndes County, Georgia in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association in effect on the date of the demand for mediation and applying the laws of Georgia. The Parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

_____ (initials) **_____ (initials)**

9. **Arbitration.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof that is not resolved by mediation shall be determined and settled by arbitration in Lowndes County, Georgia, in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association in effect on the date of the demand for arbitration and applying the laws of Georgia. Arbitration shall be stayed for sixty (60) days from filing of the claim, or as otherwise agreed by the Parties, to enable mediation to occur in accordance with Section 8 above. Should mediation be unsuccessful, Fission Volleyball Club shall submit a list of three (3) potential arbitrators to Coach, whereupon Coach shall select the candidate of his preference to act as the arbitrator. The arbitration shall occur within forty-five (45) days after Coach notifies Fission Volleyball Club of his selection. Prior to the arbitration, the Parties agree to exchange written submission of Briefs or Position Statements not less than ten (10) days prior to the arbitration. Any award rendered by the arbitrator shall be final and binding upon each of the Parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both Parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder.

_____ (initials) **_____ (initials)**

10. Miscellaneous.

10.1 Headings. The headings to the various Sections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.

10.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and each of such counterparts shall together constitute but one and the same agreement.

10.3 Notices. All notices, requests, demands, and other communications required to be in writing shall be deemed to have been received by the person to whom it is addressed when delivered, if delivered in person, or three (3) days after it is deposited in the United States mail, if mailed by certified or registered mail, postage prepaid and addressed as follows:

If to Coach: Name: _____
Address: _____
_____

If to Fission Volleyball Club: Steven Cole Parker
Parkstone Athletics LLC
d/b/a Fission Volleyball Club
3350 Noble Way, Suite A
Valdosta, Georgia 31605

or to such other person and address as either Party may designate in writing.

10.4 Offset. Fission Volleyball Club is hereby authorized to offset any sum owed by Coach to Fission Volleyball Club hereunder against Coach's Compensation or against any other sums payable to Coach by Fission Volleyball Club or by any Affiliate of Fission Volleyball Club.

10.5 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Georgia.

10.6 No Waiver. No waiver of any provision of this Agreement shall be effective against either party hereto unless it is in writing and signed by the party granting the waiver. No waiver of any provision hereof shall be deemed a continuing waiver or a waiver of any other provision thereof.

10.7 Survival. All obligations of the Parties which have accrued as of termination of this Agreement shall survive the termination of this Agreement including, but not limited to Sections 5, 8, 9, and 10.

11. Amendments. No amendments or additions to this Agreement shall be binding unless in writing and signed by both Parties, except as herein otherwise provided.

12. Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COACH

_____

_____ (PRINT)

Sworn to and subscribed before me this
_____ day of _____, 2025.

_____
NOTARY PUBLIC
My Commission Expires: _____

PARKSTONE ATHLETICS LLC D/B/A FISSION VOLLEYBALL CLUB

By: _____

_____(PRINT)

Title: _____

Sworn to and subscribed before me this
_____ day of _____, 2025.

_____
NOTARY PUBLIC
My Commission Expires: _____