FROM THE FLOOR UP

BUILT TO LAST. NOT TO IMPRESS.

PROFESSIONAL SERVICES AGREEMENT

Service Agreement.

Between Daris Wilson, sole proprietor doing business as From The Floor Up, and the Client identified below. This Agreement governs the services purchased by Client and described in Exhibit A.

EFFECTIVE DATE	July 28, 2026
CLIENT NAME	Mike Hernandez
CLIENT BUSINESS	Youth mentoring and life coaching for young men · Sole proprietorship, entity not yet formed · 2557 Dexter St, Denver, CO 80207
CLIENT EMAIL	michaeljhernandez88@gmail.com
SERVICE SELECTED	Build the Engine — Tier 02 Business Build with Monthly Retainer (see Exhibit A for details)

01. THE PARTIES

This Service Agreement (the "Agreement") is entered into on the Effective Date above by and between **Daris Wilson**, an individual sole proprietor doing business as **From The Floor Up** ("Provider"), and the Client identified on the cover page ("Client"). Provider and Client are each a "Party" and together the "Parties." For purposes of this Agreement, "Provider" refers to From The Floor Up in its capacity as the provider of any service purchased by Client, regardless of whether the specific service is delivered as consulting, strategy, a launch or marketing retainer, a done-with-you or done-for-you engagement, coaching, a workshop, a digital product, or any other format described in Exhibit A.

Client enters this Agreement as an individual sole proprietor. Client has not yet formed a business entity, and entity formation is itself a deliverable under this Agreement as described in Exhibit A. Upon formation of Client's entity, Client may assign this Agreement to that entity by written notice to Provider, and Provider consents in advance to that assignment. Client remains personally responsible for all fees due under this Agreement through the date of any such assignment.

02. SCOPE OF SERVICES

Provider offers a range of professional services to business owners, including but not limited to marketing and launch strategy, done-with-you and done-for-you marketing retainers, consulting, business coaching, live and recorded workshops, and related strategic and operational guidance (collectively, the "Services"). The specific Service or Services purchased by Client under this Agreement, together with the corresponding deliverables, term, fee, and any custom inclusions, are documented in **Exhibit A, Selected Services**, attached to and incorporated into this Agreement.

Exhibit A controls the scope of the engagement. If there is any conflict between the body of this Agreement and Exhibit A, the body of this Agreement controls except where Exhibit A explicitly modifies a specific term.

Services **excluded** from this Agreement include any Custom AI Automation Services offered by Provider, which are governed by a separate agreement with its own setup fee and monthly retainer. If Client wishes to engage Provider for AI Automation Services, a separate written agreement must be executed.

03. TERM AND SCHEDULE

This Agreement begins on the Effective Date and consists of two phases. **Phase 1 — The Build:** a one-time positioning, entity, back-end, and website build for Client's youth mentoring and life coaching practice, delivered in accordance with the deliverables listed in Exhibit A. **Phase 2 — Monthly Retainer:** a recurring support engagement beginning **thirty (30) days after the Foundation Deliverables are met** (the "Retainer Start Date") and continuing on a month-to-month basis.

Foundation Deliverables and the Retainer trigger. The "Foundation Deliverables" are the six items listed under *Foundation Deliverables* in Exhibit A. The Foundation Deliverables are considered met on the date Provider delivers them to Client and notifies Client in writing that they are complete (the "Foundation Completion Date"). Client has five (5) business days from that notice to raise specific written objections identifying any Foundation Deliverable that has not been delivered. If Client raises no such objection within that window, the Foundation Deliverables are deemed met as of the Foundation Completion Date. If Client raises a valid objection, Provider will remedy the identified item and reissue the notice, and the five-business-day window restarts as to the remedied item only. The Retainer Start Date is thirty (30) days after the Foundation Completion Date, and Provider will confirm that date to Client in writing.

Working sessions during the Build occur as the work requires, are sixty (60) minutes each, and are scheduled by mutual agreement and conducted via Zoom or phone. The cadence and format of all deliverables and meetings are documented in Exhibit A.

There is no minimum commitment on the Monthly Retainer. The Retainer renews automatically each month on the billing date until cancelled by either Party with thirty (30) days written notice. Notice given mid-cycle takes effect at the end of the thirty-day notice period, and any billing date falling within that notice period is charged as normal. Cancellation of the Retainer does not cancel or refund the Build fee, which is addressed in Section 4.

Client may pause the Monthly Retainer one (1) time for up to sixty (60) days with fourteen (14) days written notice to Provider. Billing pauses during the pause window and resumes on the agreed return date.

04. FEES AND PAYMENT

Client agrees to pay Provider the following fees for the Services described in Exhibit A:

The Build: one-time fee of **$4,195**, paid in two equal installments of **$2,097.50** each. The first installment of $2,097.50 is due **on signing, July 28, 2026**. The second installment of $2,097.50 is due **August 11, 2026**. Total Build fee: **$4,195**.

Monthly Retainer: $595 per month, beginning on the Retainer Start Date as defined in Section 3, which is thirty (30) days after the Foundation Deliverables are met, and billed on the same calendar day of each month thereafter. There is no minimum number of billing cycles and no fixed total. The Retainer continues month to month until cancelled under Section 3.

Total fixed contract value: $4,195 (the Build fee), plus $595 per month for each month the Retainer remains active.

All payments are made via **Stripe payment link** provided by Provider. Recurring Retainer payments are auto-charged to the payment method Client keeps on file. Client agrees to maintain a valid payment method for the duration of the Retainer.

Payments more than five (5) days late will incur a late fee of $50 or 5% of the past-due amount, whichever is greater. Provider may pause work and deliverables at Provider's discretion until the account is current.

All fees are **non-refundable**. Client commits to the full Build fee of $4,195 and remains responsible for both installments regardless of utilization or early termination, except as expressly provided in Section 13 (Termination). Retainer fees already charged for a month that has begun are non-refundable. Because the Retainer carries no minimum commitment, Client has no forward payment obligation beyond the current billing cycle and the thirty-day notice period described in Section 3.

05. RESCHEDULING AND MISSED SESSIONS

Client may reschedule a session or working meeting with at least twenty-four (24) hours advance notice. Rescheduling within that window, or failure to attend a scheduled session, will result in forfeiture of that session with no make-up or refund. Provider will make reasonable efforts to accommodate rescheduling requests but is not obligated to do so.

Provider may reschedule sessions with reasonable notice and will offer make-up times within fourteen (14) days. Unused sessions do not roll over beyond the Term unless agreed in writing.

06. THE SERVICE RELATIONSHIP AND DISCLAIMERS

Provider provides marketing strategy, launch services, consulting, business coaching, education, and operational guidance through the Services described in Exhibit A. Provider is **not** a licensed therapist, attorney, accountant, financial advisor, or medical professional, and nothing in this Agreement constitutes therapy, legal advice, tax advice, financial advice, or medical advice. Provider's assistance with entity formation is administrative and organizational support only. Client is solely responsible for obtaining independent legal and tax advice regarding entity selection, formation, and compliance.

Client acknowledges that outcomes from the Services depend on Client's own actions, decisions, product, market, and business circumstances, as well as factors outside either Party's control, including the performance of third-party advertising and social media platforms. Provider makes no guarantee of specific results, revenue, sales, reach, growth, or business outcomes unless a specific guarantee is expressly stated in Exhibit A. Client retains sole responsibility for all business decisions, contracts, hires, financial matters, and the operation of Client's business.

Client agrees to engage honestly, complete any agreed-upon assignments, approvals, or deliverable reviews tied to the Services in a timely manner, and communicate openly about progress, challenges, and changes in circumstances. Client acknowledges that Provider's ability to deliver on schedule depends on Client's timely participation and approvals.

07. CONFIDENTIALITY

Each Party agrees to keep confidential any non-public business, financial, personal, or strategic information shared by the other Party during the engagement ("Confidential Information"), and not to disclose Confidential Information to any third party without written consent, except as required by law. This obligation continues after the Agreement ends.

The confidentiality obligation in this Section does not restrict Provider's right to reference the engagement in marketing materials as governed by Section 8 (Marketing and Case Studies). Specific Confidential Information that Client identifies in writing as off-limits for marketing use will be honored regardless of the marketing selection in Section 8.

Client's work involves minors and their families. Nothing in this Agreement authorizes Provider or Client to disclose the identity, image, personal information, or any details of any minor participant or their family in marketing materials, and no such disclosure is permitted under Section 8 regardless of the option selected.

08. MARKETING AND CASE STUDIES

Client grants Provider permission to reference this engagement and any progress, results, or outcomes achieved during or after the engagement in Provider's marketing and educational materials. Permitted uses include but are not limited to social media posts, newsletters, website case studies, sales pages, presentations, podcasts, video content, books, courses, and other promotional or instructional materials, in any media now known or later developed.

Client selects how Provider may reference the engagement by checking one option below. If neither option is checked, the Attributed Reference option applies by default.

☐ **Attributed Reference**

Provider may use Client's name, business name, photos or video likeness, and specific results, outcomes, and quotes attributable to Client by name. Provider will share substantive case studies with Client before publication and incorporate reasonable factual corrections.

☐ **De-Identified Reference**

Provider may reference the engagement and any results or outcomes without using Client's name, business name, photos, or other directly identifying details. General industry and descriptive references are permitted (for example, "a beauty brand founder in the Northeast who built a launch waitlist from zero").

Client may revoke or change this selection at any time by written notice to Provider. The change will apply to marketing materials Provider creates after the notice is received. Marketing materials already created, published, or distributed before the notice are not required to be retracted, edited, or removed. The rights granted in this Section survive termination of this Agreement, and remain subject to the minor-participant protections in Section 7.

09. INTELLECTUAL PROPERTY

Provider retains all rights to its methodologies, frameworks, templates, processes, written materials, recordings, and any proprietary content and systems developed by Provider, whether before or during the engagement ("Provider Materials"). Client receives a limited, non-transferable license to use Provider Materials internally within Client's own business for the duration of the Term and afterward, but may not resell, repackage, or redistribute them.

Client retains all rights to Client's own business information, work product, customer data, brand assets, and any materials Client creates during the engagement. Provider does not claim ownership of Client's business or its outputs.

10. DELIVERABLES, CLIENT ASSETS, AND ADVERTISING SPEND

Where the Services include the creation of custom deliverables for Client (such as marketing copy, content, creative assets, email sequences, landing pages, audience lists, or campaign builds), ownership of those finished, client-specific deliverables transfers to Client upon full payment of all fees due under this Agreement. Until full payment is received, all deliverables remain the property of Provider. Provider Materials and any underlying tools, templates, or systems used to produce the deliverables are excluded from this transfer and remain governed by Section 9.

Website, back end, and entity records. Upon payment of both Build installments in full, ownership of the finished website, the intake and onboarding back end configured for Client, the core messaging and brand assets, and all entity formation records transfers to Client. The website will be built in an account owned and controlled by Client wherever practical, and the domain will be registered in Client's name. Any asset temporarily held in a Provider-controlled environment will be transferred to Client at no additional cost upon full payment or at the end of the engagement, whichever comes first.

Email list and audience ownership. The email list, subscriber data, social following, and any audience of families, participants, and referral partners built for or on behalf of Client during the engagement is **100% the sole property of Client**. Provider does not retain, copy, export, or otherwise hold a separate copy of Client's list for any use outside this engagement.

Advertising spend, platform fees, domain registration, software subscriptions, and other third-party costs are **not** included in Provider's fees. Client is responsible for funding these costs directly. Provider does not guarantee the performance, approval, or delivery of any third-party advertising or social media platform, and is not responsible for platform account suspensions, policy changes, ad rejections, or algorithm changes outside Provider's control.

11. RECORDINGS

If the Services include live sessions or working meetings, those sessions may be recorded for Client's benefit and reference. Recordings, when produced, will be shared with Client and retained by Provider for the duration of the engagement plus twelve (12) months. Client may opt out of recording at any time by written request.

12. COMMUNICATION AND RESPONSE WINDOWS

Between scheduled sessions, Client may reach Provider via **email at hello@fromthefloorup.co**. Provider will respond within one (1) business day during business hours, Monday through Friday, excluding holidays. Provider is not available outside of business hours and is not on call for emergencies. Support during the Monthly Retainer is delivered through the same channel and response window.

13. TERMINATION

Either Party may terminate this Agreement **for cause** if the other Party materially breaches this Agreement and fails to cure the breach within ten (10) days after written notice. Termination for cause does not relieve Client of payment obligations for services already rendered.

Provider may terminate this Agreement at any time, at Provider's discretion, if Provider determines that the service relationship is no longer productive or appropriate. In such case, Provider will refund any pre-paid fees for Services not yet delivered.

Client's voluntary withdrawal from the Build before completion does not relieve Client of the obligation to pay the full $4,195 Build fee, including the second installment due August 11, 2026. The Monthly Retainer carries no minimum commitment and may be ended by either Party at any time with thirty (30) days written notice as described in Section 3. No refunds will be issued for Services not used.

14. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Provider's total liability arising out of or related to this Agreement is limited to the total amount actually paid by Client to Provider under this Agreement in the three (3) months immediately preceding the event giving rise to the claim. Provider is not liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits or business interruption, even if advised of the possibility of such damages.

15. INDEMNIFICATION

Client agrees to indemnify, defend, and hold harmless Provider from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of (a) Client's business decisions, operations, contracts, or actions, (b) Client's breach of this Agreement, (c) Client's misuse of Provider Materials, or (d) the marketing, claims, safety, licensing, supervision, or delivery of Client's own mentoring and coaching services, including all services provided to minors and their families.

16. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of Colorado, without regard to its conflict of laws principles. The Parties agree to resolve any dispute first through good-faith discussion. If the dispute is not resolved within thirty (30) days, the Parties will attempt mediation in Denver, Colorado, before pursuing litigation. Any unresolved dispute will be brought exclusively in the state or federal courts located in Denver County, Colorado, and the Parties consent to the jurisdiction of those courts.

17. ELECTRONIC SIGNATURE, ENTIRE AGREEMENT, SEVERABILITY, AMENDMENTS

The Parties agree that this Agreement may be executed electronically. An electronic signature, click-through acceptance, or signed PDF has the same legal force and effect as a handwritten signature, and a fully executed copy delivered by email or electronic signature platform is binding on both Parties.

This Agreement, together with Exhibit A, is the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions, proposals, and agreements. If any provision is held unenforceable, the remaining provisions remain in full effect. This Agreement may only be amended in writing, signed by both Parties. The failure of either Party to enforce a provision is not a waiver of future enforcement of that or any other provision.

18. SIGNATURES

By signing below, the Parties acknowledge they have read, understood, and agreed to this Agreement, including Exhibit A and the marketing selection made in Section 8.

PROVIDER SIGNATURE, DARIS WILSON, FROM THE FLOOR UP

Daris Wilson · July 28, 2026

CLIENT SIGNATURE

Mike Hernandez · Date: ________________

EXHIBIT A

Selected Services

This Exhibit documents the specific Service or Services purchased by Client under this Agreement, including deliverables, term, fee, and any custom inclusions. Provider offers multiple service formats (marketing and launch retainers, consulting, done-with-you and done-for-you engagements, business coaching, workshops, digital products) and the fields below capture the engagement as agreed at the time of purchase.

SERVICE NAME	Build the Engine — Tier 02 Business Build with Monthly Retainer
SERVICE FORMAT	Done-with-you business build, followed by an ongoing month-to-month support retainer
DESCRIPTION	Provider will build the business infrastructure behind Client's youth mentoring and life coaching practice for young men, so that Client can take on paying families with a real entity, a working back end, and a website that converts warm demand into booked clients. The engagement covers positioning and offer structure, entity formation, the intake and payment back end, the website, and core messaging and brand assets, followed by ongoing support delivered through the Monthly Retainer.
DELIVERABLES AND ACCESS	**Foundation Deliverables (included from Tier 01) — these six items trigger the Retainer Start Date under Section 3:** • Positioning locked, coaching not mentoring • A simple offer and package structure, with Client's price set together with Provider • The free-intro-to-paid flow • A light booking and intake path • The testimonial plan for Client's standout alumni • Client's Wish 100 list of target families and organizations **The Build (Tier 02):**

- Entity and LLC setup with secure record-keeping
- The AI-native back end for intake, onboarding, payment, and follow-up
- A real website built to convert warm demand into booked clients, included in full at this tier
- Core messaging and brand assets

Monthly Retainer:

- Ongoing support, maintenance, and iteration on the systems built above
- Email support at hello@fromthefloorup.co with a one business day response window

SCHEDULE	Build begins on the Effective Date of July 28, 2026. Working sessions are sixty (60) minutes, scheduled by mutual agreement via Zoom or phone as the build requires. Monthly Retainer begins thirty (30) days after the Foundation Deliverables listed above are met, as defined in Section 3, and continues month to month with no minimum commitment, cancellable by either Party with thirty (30) days written notice.
TOTAL FEE	**$4,195** one-time Build fee, plus **$595 per month** for the Monthly Retainer. Total fixed contract value: $4,195. The Retainer has no minimum term and therefore no fixed total.
PAYMENT SCHEDULE	**Build, two equal installments:** $2,097.50 due on signing, July 28, 2026. $2,097.50 due August 11, 2026. **Monthly Retainer:** $595 first billed on the Retainer Start Date, which is thirty (30) days after the Foundation Deliverables are met, and on the same calendar day of each month thereafter. Provider will confirm the Retainer Start Date to Client in writing. All payments made via Stripe payment link. Retainer auto-charged to the payment method on file.
COMMUNICATION CHANNEL	Email, hello@fromthefloorup.co. Response within one (1) business day, Monday through Friday, excluding holidays.
CUSTOM INCLUSIONS	The one-page conversion site offered as a paid add-on at Tier 01 is **included in full** at this tier as part of the website build, at no additional charge. Entity formation is a deliverable of this engagement, not a precondition to it. Client's business name is not finalized as of the Effective Date and will be selected during the Build. State filing fees, domain registration, and software subscriptions are Client's direct responsibility and are not included in the Build fee.

OTHER NOTES

Client operates as a sole proprietor as of the Effective Date. Once Client's entity is formed, Client may assign this Agreement to that entity under Section 1. Client's practice serves minors and their families. No minor participant or family member may be identified in any Provider marketing material, regardless of the Section 8 selection, as stated in Section 7. Client has selected **Attributed Reference** in Section 8, permitting Provider to name Client and Client's business in case studies and marketing.

EXCLUDED SERVICES

Custom AI Automation Services

Custom AI Automation Services are **not** included in this Agreement. These services include but are not limited to agent and workflow design, custom prompt engineering, automation builds, API integrations, plugin development, and ongoing automation maintenance. AI Automation Services are offered under a separate written agreement with a one-time setup fee plus a monthly retainer.

If Client wishes to engage From The Floor Up for AI Automation Services, a separate written agreement must be executed before any work begins. Discussion of AI Automation Services during the course of another Service does not create an engagement for those services.

END OF EXHIBIT A

Client Signature — Dee Will

Signed July 30, 2026