

COACH · Daris Wilson **CLIENT** · Daris Test **SERVICE** · AI Phone System **EFFECTIVE DATE** · 2026-05-17
ENGAGEMENT TYPE · Services **ENGAGEMENT TERM** · 5 months

This agreement is between Daris Wilson ("Coach") and Daris Test ("Client"), effective 2026-05-17. By signing, both parties commit to a professional relationship built on honesty, preparation, and follow-through.

01 — Scope of Services

Coach provides professional services to Client as specified in the Statement of Work below. Services may include operations audits, systems design and implementation, SOP development, team training, or other defined deliverables.

Services are scoped, time-bounded engagements with defined deliverables. The scope of work, deliverables, and acceptance criteria are described in the Statement of Work.

Services are not legal advice, financial advice, or medical advice. Coach is not a licensed attorney, accountant, or financial advisor. If Client requires these services, Coach will encourage Client to seek qualified professionals.

Statement of Work

AI Phone System setup Testing system for 14 days Maintenance and optimizations for 4-5 months

02 — Engagement Terms

- **Duration:** 5 months from 2026-05-17, or until acceptance of all deliverables in the Statement of Work, whichever comes first.

Working meetings Working sessions are scheduled around Statement of Work milestones, by video call by default (or in-person by mutual agreement). Coach proposes times; Client confirms.

Communication Coach provides a written status update at least weekly throughout the engagement. Ad-hoc check-ins are available via email and a shared workspace.

Acceptance Deliverables are reviewed against the Statement of Work above. Client has 5 business days to accept or request specific revisions in writing. Silence past 5 business days is treated as acceptance.

03 — Investment & Payment

- **Total investment:** \$1,800
- **Payment method:** Other (specify in plan)

Payment plan \$1800 setup + \$300/mo for maintenance + support

Late payment Payments more than 5 business days late will pause sessions until payment is received. Repeated late payment may result in termination of the engagement.

04 — Cancellation & Rescheduling

Session cancellation Client must give at least 24 hours' notice to cancel or reschedule. Sessions cancelled with less than 24 hours' notice are forfeited.

Coach cancellation If Coach cancels a session, it will be rescheduled at no penalty to Client.

Early termination by Client If Client ends the engagement before the agreed term, no refund will be issued for sessions paid but not yet completed. Client is responsible for any remaining payments due under the agreed payment plan.

Early termination by Coach Coach reserves the right to terminate this agreement if Client's conduct is abusive, dishonest, or materially inconsistent with these terms. In that case, Client receives a prorated refund for sessions paid but not yet completed.

05 — Confidentiality

Coach keeps all information shared by Client strictly confidential and will not disclose Client's business information, personal circumstances, or session content to any third party without Client's written permission, except as required by law.

Client keeps all coaching content, frameworks, tools, and materials provided by Coach confidential. Client will not reproduce, sell, teach, or distribute Coach's proprietary methods or materials without written permission.

Exception: Coach may reference Client's general situation, anonymized, for educational purposes — in course content, newsletter writing, or training — unless Client opts out in writing.

06 — Intellectual Property

All frameworks, tools, and materials provided by Coach — including the 5 Functions Progress framework, accompanying worksheets, scorecards, and session protocols — are Coach's intellectual property. Client gets a personal, non-transferable license to use them for their own business. Client may not reproduce, teach, sell, or distribute them without written permission.

07 — Results Disclaimer

Coach will bring full preparation, expertise, and effort to every session. Client's results depend on Client's own commitment, effort, follow-through, and circumstances. Coach makes no guarantees regarding specific business outcomes, revenue results, or timeline to goals.

The coaching relationship is a partnership — both parties are responsible for its effectiveness.

08 — Entire Agreement

This agreement represents the full understanding between Coach and Client. It supersedes any prior conversations, emails, or informal agreements. Any changes must be made in writing and signed by both parties.

Signatures

By signing below, both parties agree to all terms set forth in this agreement.

COACH · Daris Wilson



Date: May 17, 2026

CLIENT · Daris Test



Date: May 17, 2026