

ATHLETIC ESTATE

SERVICE, DEVELOPMENT & TECHNOLOGY MANAGEMENT

OLD SCHOOL SPORTS & PERFORMANCE

A proposal to own the platform the Institute already runs on — the athlete app, the coach console, and the intake funnel — instead of renting someone else's.

PREPARED FOR

Old School Sports and Performance Institute
1400 Hebron Parkway, Carrollton, TX 75010

DATE

23 September 2026

PREPARED BY

Athletic Estate, Inc.
State of Texas

STATUS

Draft for review — not an executed agreement

WHAT HAS ALREADY BEEN BUILT

Unlike a typical development proposal, the software described here exists, runs on a live database, and can be signed into today. The Institute is being asked to buy a working system, not a promise.

23

DATABASE TABLES

8

API SERVICES

7,300

LINES OF CODE

3

APPLICATIONS

THE PUBLIC SITE

- Full marketing site for the Institute
- Five-question intake quiz that recommends a training block
- Every submission captured as a lead with its answers
- Searchable exercise library by discipline
- Programs, coaches, membership and pricing

THE ATHLETE APP

- Home with streaks, daily habits and guided challenges
- Trophies, levels and a monthly leaderboard
- Guided session player — timers, rest, progress, exit survey
- Written plans by week and day
- Thirteen standard assessments, charted over time
- Booking for camps, speed blocks, rehab and the field
- Twelve-week consistency grid and personal bests
- Athlete profile including injuries to program around
- Membership purchase with a receipt kept in the profile

THE COACH CONSOLE

- Roster with assigned block and training history
- Today's board with per-athlete check-in
- Messaging, one thread per athlete
- Programming — assign a block to many athletes at once
- **Authoring** — write plans, blocks and exercises
- Billing — receipts, memberships and month-to-date totals
- Leads inbox, with one tap to put a lead on the roster
- Six operating reports
- View-as, to see any athlete's app as they see it
- Runs on a phone, with its own bottom navigation

UNDERNEATH

- PostgreSQL database, 180 fields
- Passwords hashed with bcrypt; signed session tokens
- Role-based access — athlete, coach, master
- Password recovery with single-use codes
- Guarded migrations that refuse destructive statements
- Version-controlled repository, seventeen releases to date
- Trophies and levels decided server-side, never by the client

Live today at oldschool.athleticestate.com. Migration to a domain owned by the Institute is included in every package below.

THREE WAYS TO BUY IT

The same software in all three. What changes is how much is paid at the front and how much is tied to the athletes the platform brings in.

A · CASH-WEIGHTED MOST PAID UP FRONT The largest cheque, the smallest ongoing share. \$26,000 ONE-TIME – \$950 / month management – 10% of attributed athlete revenue – For as long as we work together – \$10,000 on execution – \$8,000 at day 30 · \$8,000 at day 60	B · RECOMMENDED PARTNERS Half the cash. The rest earned alongside you. \$12,500 ONE-TIME – \$950 / month management – 20% of attributed athlete revenue – For as long as we work together – \$6,250 on execution – \$6,250 at day 30	C · SHARE-WEIGHTED LEAST PAID UP FRONT Covers hard costs. Athletic Estate carries the rest. \$6,000 ONE-TIME – \$750 / month management – 30% of attributed athlete revenue – For as long as we work together – \$6,000 on execution
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ONE TRADE, THREE SETTINGS

There is no cap and no expiry on the share. It is not a financing arrangement being paid off — it is what a partner earns for continuing to build, run and improve the thing the Institute grows on. The only lever is how much of it is paid in cash today versus earned alongside the Institute from here.

The share runs for as long as Athletic Estate is engaged, and stops when that ends. That, rather than a ceiling, is what keeps it fair in both directions: Athletic Estate earns while Athletic Estate is delivering, and the Institute can end it on notice — keeping the system it has paid for either way.

Package B is recommended because it splits the risk evenly. A asks the Institute to carry more of it now; C asks Athletic Estate to.

EXHIBIT A · SECTION 3

HOW THE SHARE IS MEASURED

Applies to all three packages, at the rate each one carries. Written so that neither party has to argue about it later.

WHAT COUNTS AS AN ATTRIBUTED ATHLETE

An athlete is attributed to Athletic Estate when their first contact with the Institute is recorded by the platform — an intake-quiz submission, a booking made through the app, or a lead captured on the site. Every one of these is timestamped in the **leads** table with the answers given. Walk-ins, referrals from existing members, returning athletes, and anyone already on the roster at execution are **not** attributed.

WHAT THE PERCENTAGE APPLIES TO

The share is calculated on **gross revenue actually received** by the Institute from that athlete — memberships collected, camp fees paid, sessions purchased. It is not calculated on registrations, signed agreements, slots held, or invoiced amounts. Money the Institute never receives is never shared. Refunds and chargebacks reduce the basis in the period they occur.

HOW LONG IT RUNS

There is **no cap and no expiry**. The share continues on each attributed athlete for as long as Athletic Estate is engaged to run and develop the platform, and ends when that engagement ends. Athletic Estate is not paying off a balance; it is a partner earning alongside the Institute for as long as both parties choose to continue. Either party may end the engagement on the notice in Section 4, and the Institute keeps the system it has paid for.

WORKED EXAMPLE — ONE YEAR, PACKAGE B	RECEIVED	20% SHARE
Junior high athlete, one 8-week camp	\$1,200	\$240
Family membership, twelve months	\$1,199	\$240
Remote athlete, twelve months	\$2,400	\$480
Speed athlete, 20 private sessions	\$1,400	\$280
Twenty-five attributed athletes at that mix	\$38,000	\$7,600

Illustrative. The share is a percentage of what the Institute actually banks — zero in a month the platform brings nobody.

TIMING AND RECORDS

- Share payments are due within **14 days** of the Institute receiving the underlying payment.
- A statement accompanies each payment identifying the athletes and amounts.
- Either party may request reasonable supporting records — platform attribution records, payment records, CRM entries — no more than twice per year.
- The obligation ends when the engagement ends. There is no surviving tail on athletes attributed before that date, unless the parties agree one in writing.

Payments are not yet in-platform. The build takes bookings and records memberships with receipts, but does not yet charge a card — that turns on when the Institute connects its own payment account. Until then the share is reported and settled against the Institute's own records, as set out above.

THIRD-PARTY COSTS

Paid by the Institute, separate from the fees above. Present run-rate is minimal:

SERVICE	PURPOSE	ESTIMATE
Hosting	Site, app and API	\$0 – \$20 / mo
PostgreSQL database	All athlete and roster data	\$0 – \$25 / mo
Domain	Institute-owned address	~\$20 / yr
Email delivery	Password resets, notifications	\$0 – \$15 / mo

VALUE CREATED TO DATE

Everything below exists and is running before a penny has changed hands. This is the position the Institute is being asked to buy into, not a forecast.

3

APPLICATIONS LIVE

23

DATABASE TABLES

17

RELEASES SHIPPED

0

PAID TO DATE

CAPABILITY THAT DID NOT EXIST BEFORE

- **Lead capture.** The old site had none. Every intake quiz answer is now a recorded lead, tied to the block it pointed at.
- **A funnel that closes.** A lead becomes an athlete on the roster in one tap, carrying their recommended block with them.
- **Attribution.** The platform records which athletes it brought in — the basis the revenue share in Section 3 is measured on.
- **A way to buy.** Membership purchase with a receipt kept by both sides.
- **Retention mechanics.** Streaks, habits, trophies, levels and a monthly board.
- **Coach authoring.** Plans, blocks and exercises written in the console — the reason the Institute can stop renting someone else's system.

WHAT IT REPLACES

- The Institute's current third-party training platform, and its monthly fee.
- Programming kept in that vendor's account rather than the Institute's own.

- A separate spreadsheet for assessments.
- Paper and phone booking for camps, speed blocks and the field.
- No record at all of where a new athlete came from.

WHAT COMMISSIONING THIS CONVENTIONALLY COSTS

- An athlete app, a staff console, a marketing site, authentication and a database, built by an agency, is ordinarily quoted in the **\$60,000 – \$120,000** range.
- At the blended rate Athletic Estate charges elsewhere, the work stands at roughly **\$25,000 – \$35,000**.
- Package B asks for **\$12,500** of that in cash.

OWNED OUTRIGHT ON PAYMENT

- The repository, in the Institute's own GitHub organisation.
- The database, its schema and its contents, on the Institute's own account.
- The domain, the deployment, and the administrator accounts.
- Full rights to run, modify and extend it with anyone — per \$5 of the Agreement.

The ranges above are estimates offered for comparison, not quotations obtained from third parties. The countable figures — applications, tables, releases — are exact and can be verified in the repository at any time.

SCOPE, TERM AND WHAT HAPPENS NEXT

INCLUDED IN EVERY PACKAGE

- Assignment of the Client-Specific Implementation described in Section 1, per §5 of the Agreement.
- The full repository placed in a GitHub organisation owned by the Institute.
- The database, its schema and its contents, on an account in the Institute's name.
- Migration from **oldschool.athleticestate.com** to a domain the Institute owns.
- Master administrator account, with the ability to create coach accounts.
- Written handover covering deployment, migrations, seeding and recovery.
- Thirty-day defect warranty per §19 of the Agreement.

INCLUDED IN MONTHLY TECHNOLOGY MANAGEMENT

- Hosting and database coordination, monitoring and deployment.
- Bug fixes, security review, dependency and platform updates.
- Continued feature development at an agreed cadence, prioritised by the Institute.
- Support during Institute business hours.

NOT INCLUDED

- Payment processing and merchant onboarding — future Statement of Work.
- Native iOS and Android store applications — future Statement of Work.
- Exercise demonstration video production.
- Migration of historical data out of the Institute's current platform, unless that platform provides an export.
- The Institute's own legal, tax, privacy and regulatory compliance, per §12.

TERM

The engagement runs twelve months from execution, then month to month with sixty days' notice by either party. The revenue share runs with the engagement and ends with it — there is no cap, and no tail afterwards. Ending the engagement does not reverse the ownership transferred under §5: once paid, the Institute keeps the system and can run or extend it with anyone.

NEXT STEPS

STEP	OWNER	WHEN
Select a package, or counter	Institute	—
Counsel review of Agreement and Exhibit A	Both	Before execution
Execution and first payment	Institute	Day 0
Repository, database and domain transfer	Athletic Estate	Days 1–10
Roster load, coach accounts, staff walkthrough	Both	Days 10–21
Athletes onboarded, attribution live	Both	Day 30

This document is a commercial proposal prepared for discussion. It is not legal advice and is not an executed agreement. Both parties should have counsel review the Agreement and this Exhibit before signature.

OLD SCHOOL SPORTS AND PERFORMANCE
INSTITUTE
Name, title, date

ATHLETIC ESTATE, INC.
Name, title, date

PART TWO

ATHLETIC ESTATE, INC. SERVICE, DEVELOPMENT & TECHNOLOGY MANAGEMENT AGREEMENT

This Agreement applies when Athletic Estate, Inc. ("Athletic Estate," "we," "us," or "our") provides consulting, AI-assisted development, software implementation, Client Site development, technology management, or related services to Client ("Client," "you," or "your").

This Agreement supplements Athletic Estate's Terms of Service, Privacy Policy, and Acceptable Use Policy. If there is a conflict between this Agreement and a signed Statement of Work, proposal, order form, invoice, or written agreement, the signed or approved project document will control that specific project.

SECTIONS 1 – 5

1 WHAT ATHLETIC ESTATE PROVIDES

Athletic Estate provides services that may include: consulting; AI audit and gap analysis; software planning; digital strategy; website or application development; AI-assisted code creation; workflow automation; software utility integration; dashboard creation; third-party platform integration; deployment support; hosting coordination; technical management; maintenance and support; Client Site management.

Athletic Estate's value is not limited to the creation of code. Client understands that Athletic Estate provides time, knowledge, judgment, architecture, context, implementation, AI-assisted development, technical execution, and ongoing management.

2 NATURE OF SERVICE RELATIONSHIP

Client understands that Athletic Estate provides services based on time, knowledge, experience, technical judgment, AI-assisted development, implementation, and management. The fees paid are compensation for the time, effort, expertise, consulting, development, configuration, deployment, support, and technology management services provided.

Unless expressly stated in a signed written agreement, Client is not purchasing exclusive ownership of Athletic Estate's general knowledge, methods, ideas, processes, reusable capabilities, development patterns, AI workflows, or the right to prevent Athletic Estate from creating similar technology for other clients in different contexts.

Client owns the paid, final, client-specific implementation created for Client's own use in the context of the Client Site. Athletic Estate remains free to use its general knowledge, experience, tools, methods, and skills to serve other clients.

3 STATEMENT OF WORK

The specific services, scope, deliverables, timeline, fees, payment schedule, third-party costs, and any special terms for a project will be described in a proposal, invoice, order form, subscription agreement, Statement of Work, or other written agreement approved by the Parties. Each may include the services to be provided; the Client Site or technology to be developed, supported, or managed; project scope; deliverables; timeline or milestones; fees and payment schedule; third-party costs; Client responsibilities; included revisions, support, or maintenance; exclusions or limitations.

The Statement of Work determines the money exchanged for the specific services described in that project document. If a Statement of Work conflicts with this Agreement, the Statement of Work controls only for that specific project.

4 CLIENT SITE

"Client Site" means the specific website, application, platform, dashboard, digital community, workflow, automation, portal, software utility, or other digital property created, configured, supported, or managed for Client in the context of Client's business. A Client Site may include Client's own repository; Client's own or designated database; Client's own domain, subdomain, or designated URL; Client's own hosting, cloud, or deployment environment; Client's business-specific workflows; Client's content, brand, data, users, and customer experience; and Client-specific configurations, integrations, and automations.

Client owns and controls the Client Site for Client's own business use, subject to full payment and applicable third-party terms. Athletic Estate may manage, maintain, improve, support, or operate the Client Site during the term of the applicable agreement.

5 CLIENT OWNERSHIP OF CLIENT-SPECIFIC IMPLEMENTATION

Subject to full payment, Client owns the final client-specific technology created for Client's own use in the context of the Client Site. This may include the Client Site; client-specific code located in Client's repository or designated codebase; client-specific database structure; designs; workflows; configurations; dashboards; automations; documentation; business logic; and content and data.

Client may use, operate, modify, and continue developing the Client-specific technology for its own business purposes. Documentation of the Client Site, including all code developed for the Client, is placed into the designated repository of the Client. Client ownership applies to the specific implementation created for Client in the context of Client's own business, Client Site, repository, database, designated URL, content, users, and operating environment.

SECTIONS 6 – 11

6 SIMILAR FEATURES AND RECREATED TECHNOLOGY

Client understands and agrees that software features, workflows, dashboards, automations, designs, and digital tools may be independently recreated, redesigned, reconfigured, or redeveloped for other clients or other business contexts. Ownership of a Client-specific implementation does not give Client ownership over general ideas; business concepts; software categories; common features; user interface patterns; workflows in the abstract; development methods; technical approaches; AI-generated patterns; generalized code structures; similar services created for another client; or similar functionality created in a different business context.

A feature or service created for another client is not the same Client-specific technology merely because it performs a similar function. When the context changes, the nature of the digital product or service changes. Client may not claim ownership over similar services, features, workflows, or technology that are not the same codebase, repository, database, Client Site, deployment environment, or client-specific implementation created for Client.

7 ATHLETIC ESTATE KNOWLEDGE, METHODS, AND REUSABLE CAPABILITY

Athletic Estate retains ownership of its general knowledge, methods, processes, skills, templates, frameworks, prompts, AI workflows, reusable code, architecture patterns, internal tools, software utilities, know-how, and non-client-specific technology.

Athletic Estate may use the same or similar knowledge, methods, code patterns, workflows, templates, tools, and concepts for other clients, provided Athletic Estate does not disclose or misuse Client's confidential information, private data, Client Content, trade secrets, proprietary codebase, private repository, private database, or Client-specific implementation.

Client is not buying Athletic Estate's general method of building technology. Client is buying the client-specific implementation created for Client's use. Athletic Estate remains free to recreate, redevelop, or build similar technology for other clients when the work is created in a different client context and does not copy Client's protected confidential information, private data, or proprietary Client-specific codebase.

8 AI-ASSISTED DEVELOPMENT

Client understands that Athletic Estate may use AI tools to help create, review, modify, test, explain, document, or improve code, designs, workflows, content, systems, and technical solutions. Ownership does not depend on whether something was manually written, AI-generated, adapted, prompted, modified, or recreated using AI. Ownership depends on the purpose and context of the work: Client owns the paid, final, client-specific implementation; Athletic Estate retains general methods, prompts, workflows, reusable capability, know-how, and non-client-specific tools; third-party software remains subject to third-party terms.

Client is responsible for reviewing, testing, and approving final use of the Client Site and any AI-assisted outputs.

9 DEVELOPMENT FROM SCRATCH FOR CLIENT CONTEXT

Athletic Estate's development services are intended to create, configure, or redevelop technology to meet Client's needs in the specific context of Client's business and Client Site. Client understands that modern technology can often be recreated quickly using AI-assisted tools, development experience, and contextual understanding. The fact that similar technology can be created for another client does not reduce Client's ownership of its own paid, client-specific implementation. Likewise, Client's ownership does not prevent Athletic Estate from creating similar technology for another client when that technology is independently created or redeveloped for a different business context, repository, database, URL, user base, brand, workflow, or operating environment.

10 OPEN-SOURCE, THIRD-PARTY, AND DEVELOPMENT TOOLS

Athletic Estate may use software tools, code editors, AI tools, package libraries, frameworks, plugins, extensions, APIs, cloud platforms, and development tools to provide the services. These may be open-source, commercially licensed, freely available, subscription-based, or proprietary, and are governed by their own licenses and terms. Athletic Estate does not transfer ownership of third-party tools to Client. Where third-party or open-source software is included in a Client Site, Client's use of that software remains subject to the applicable terms.

11 CLIENT CONTENT AND DATA

Client owns the content, data, files, documents, brand assets, customer information, business information, prompts, instructions, and other materials Client provides ("Client Content"). Client grants Athletic Estate permission to use Client Content as necessary to provide the services. Client represents that it has the legal right to provide Client Content and that it does not violate law, third-party rights, privacy rights, or contractual obligations.

SECTIONS 12 – 18

12 CLIENT RESPONSIBILITIES

Client is responsible for providing accurate information; providing required access, content, approvals, and feedback; reviewing and approving work; maintaining its own legal, tax, financial, privacy, and regulatory compliance; ensuring its business and Client Site comply with applicable law; obtaining rights and consents from users, customers, employees, contractors, and third parties; maintaining its own policies, disclosures, and customer terms; paying third-party fees unless otherwise agreed; backing up data unless backup services are expressly included; and final approval of all content, features, AI outputs, and business decisions.

Athletic Estate is not responsible for Client's business model, customer relationships, regulatory obligations, published content, transactions, or legal compliance unless expressly agreed in writing.

13 TECHNOLOGY MANAGEMENT

If Client retains Athletic Estate to manage the Client Site, Athletic Estate may provide maintenance; updates; bug fixes; monitoring; deployment support; integration support; AI workflow support; performance review; vendor coordination; technical documentation; security review; and ongoing improvements. Athletic Estate's role as technology manager does not make Athletic Estate the owner or operator of Client's business. Client remains responsible for the business, legal, financial, customer, content, and regulatory responsibilities associated with the Client Site.

14 ACCESS AND CREDENTIALS

Client may provide Athletic Estate with access to accounts, systems, tools, repositories, hosting environments, domains, databases, APIs, AI tools, cloud platforms, payment systems, analytics tools, or third-party services, and authorizes Athletic Estate to use such access as reasonably necessary to perform the services. Client remains responsible for maintaining ownership and control of Client-owned accounts. Upon termination and payment of outstanding fees, Athletic Estate will reasonably cooperate in transferring or returning available credentials, repositories, files, and administrative access.

15 THIRD-PARTY SERVICES

The Client Site may depend on third-party services such as hosting providers, cloud providers, payment processors, AI providers, code repositories, analytics tools, email providers, APIs, plugins, extensions, or software libraries. Athletic Estate is not responsible for third-party outages, pricing changes, API changes, policy changes, account restrictions, data loss, or discontinued services. Client is responsible for complying with third-party terms and paying third-party fees unless otherwise agreed in writing.

16 ACCEPTABLE USE

Client's use of Athletic Estate services, the Client Site, AI tools, workflows, automations, and deliverables must comply with Athletic Estate's Acceptable Use Policy. Athletic Estate may suspend or terminate services if Client uses the services or Client Site for unlawful, harmful, abusive, deceptive, infringing, unsafe, or prohibited activity.

17 CONFIDENTIALITY

Each party may receive confidential information from the other. The receiving party agrees to use confidential information only for purposes of the services, protect it with reasonable care, and not disclose it to unauthorized third parties. Confidential information does not include information that is public, already known without restriction, independently developed, or lawfully received from a third party.

18 PAYMENT

Client agrees to pay all fees stated in the applicable proposal, invoice, subscription, order form, Statement of Work, rate card, or written agreement. The applicable Statement of Work will determine the money exchanged, including whether fees are fixed, hourly, milestone-based, recurring, subscription-based, usage-based, rate-card-based, or otherwise agreed in writing. Athletic Estate may maintain a Development Rate Card describing standard rates; unless otherwise stated in a signed Statement of Work, the Rate Card is for pricing guidance and may be updated from time to time.

Unless otherwise stated: invoices are due upon receipt; work may pause if payment is late; fees are non-refundable once work begins; third-party costs are separate from Athletic Estate fees; and unpaid amounts must be paid before final handoff or transition.

SECTIONS 19 - 24

19 WARRANTY

Athletic Estate will perform services in a professional and workmanlike manner. For 30 days after delivery of a paid final deliverable, Athletic Estate will use commercially reasonable efforts to correct material defects that cause the deliverable to fail to substantially conform to the approved scope. This warranty does not apply to issues caused by Client changes; third-party services; AI provider limitations; unsupported systems; Client misuse; unauthorized modifications; hosting or platform issues; changes in law or third-party terms; or work outside the approved scope.

20 DISCLAIMERS

The services and deliverables are provided "as is" and "as available" except as expressly stated in this Agreement or a signed agreement. Athletic Estate does not guarantee that the Client Site will be error-free; that AI outputs will be accurate; that third-party services will remain available; that the Client Site will achieve a specific business result; that Client will increase sales, revenue, traffic, customers, valuation, or profit; or that software will be free from bugs, vulnerabilities, or compatibility issues. Client is responsible for reviewing, testing, approving, and using the Client Site and deliverables.

21 LIMITATION OF LIABILITY

To the maximum extent permitted by law, Athletic Estate will not be liable for indirect, incidental, special, consequential, punitive, or lost-profit damages. Athletic Estate's total liability arising out of or related to the services, Client Site, deliverables, or this Agreement will not exceed the greater of (1) the amount Client paid Athletic Estate for the specific services giving rise to the claim during the six months before the claim arose; or (2) \$100.

22 TERMINATION AND TRANSITION

Either party may terminate services according to the applicable agreement, proposal, subscription, invoice, or Statement of Work. Upon termination: Client must pay all outstanding fees; Athletic Estate may stop work; unpaid deliverables may be withheld; management access may be revoked; each party must return or destroy confidential information upon request, subject to legal and backup retention; and Athletic Estate will reasonably cooperate in transition after payment of outstanding fees. Transition services may be billed at Athletic Estate's then-current rates unless included in a written agreement.

23 GOVERNING LAW

This Agreement is governed by the laws of the State of Texas, without regard to conflict of law principles. Any permitted court proceeding will be brought exclusively in the state or federal courts located in Collin County, Texas, and both parties consent to personal jurisdiction and venue there.

24 ELECTRONIC ACCEPTANCE

This Agreement may be accepted by signature, electronic signature, email approval, invoice payment, online acceptance, or continued use of the services. The Statement of Work for this engagement is Exhibit A of this document.