Facility Terms of Service Agreement

This Facility Terms of Service Agreement (the "Agreement") is made and entered into by and between Fit Group USA, LLC (the "Company") and said property identified in the scheduling form, including but not limited to the property's owner, agent, activity director, or manager who signs the Agreement or elects the digital checkbox below (the "Facility"). This Agreement is effective as of the date the Facility signs the Agreement or selects the digital checkbox below (the "Effective Date"). The above individuals may each hereafter be referred to individually a "Party" and collectively as the "Parties".

This Agreement governs the terms under which Facility may use the Company's services to schedule fitness classes and related activities (each, a "Class") at the property identified in the applicable scheduling form. Each Class scheduled through the Company will be subject to this Agreement and any applicable class-specific terms accepted by the Parties.

Terms and Conditions

1. Relationship of Parties.
    a. The Company operates a technology platform and referral service that facilitates connections between Facility and independent fitness instructors who may accept opportunities to provide fitness instruction services. The Company's role is limited to providing marketplace, matching, scheduling, communication, payment-administration, credential-verification, and related support services. The Company does not own, operate, manage, or control Facility's premises and does not itself provide the underlying fitness instruction.
    b. The Company and Facility are independent contracting parties. Nothing in this Agreement creates an employment, agency, partnership, joint venture, franchise, fiduciary, or similar relationship between them, and neither Party has authority to bind or incur obligations on behalf of the other. Instructors are independent contractors, are not parties to this Agreement, and are not employees or agents of the Company or Facility solely by reason of accepting or performing a Class through the Company's platform.
    c. Each Instructor independently controls the manner and means of providing fitness instruction, subject to the applicable Class terms, professional standards, applicable law, and Facility's lawful access, premises, emergency, security, and safety requirements.
    d. The Company does not guarantee Instructor availability, attendance, qualifications beyond any verification expressly undertaken by the Company, performance, conduct, or fitness for a particular purpose. The Company may facilitate communications, review credentials, address complaints, or attempt to arrange a replacement Instructor without assuming control over the Instructor's professional

methods or responsibility for the Instructor's acts or omissions. Nothing in this Paragraph excludes or limits any liability that cannot lawfully be excluded or limited.

2. Location, Date and Time.
    a. Each Class will be held at the Facility location, date, and time identified in the applicable scheduling form or confirmed through the Company's website, mobile application, platform, automated scheduling system, or other designated communication method. Facility shall identify and confirm the specific room or area where the Class will be held no later than forty-eight (48) hours before the scheduled start time.
    b. Facility shall ensure that the designated room or area is available, accessible, safe, and suitable for the scheduled Class. Any requested change to the location, date, time, or designated room is subject to Instructor availability and must be coordinated and confirmed through the Company in accordance with this Agreement.
3. Facility Availability and Scheduling Information.
    a. Facility shall provide its requested Class schedule and accurate information concerning its availability through the Company's designated scheduling system. Facility is responsible for promptly updating the Company regarding any closure, conflict, restriction, or other change that may affect a scheduled Class.
    b. The Company's automated scheduling and billing systems may rely on the availability and scheduling information submitted or approved by Facility. Facility is responsible for reviewing that information and promptly notifying the Company of any error or discrepancy.
4. Monthly Schedule Confirmation.
    a. During the first week of each month, the Company will send Facility an email or other electronic communication confirming the Classes scheduled for the following month. Facility shall promptly review the schedule and notify the Company of any requested correction or change through the Company's designated communication method.
    b. Unless Facility notifies the Company of a discrepancy within three (3) business days after receiving the monthly confirmation, the schedule will be deemed accurate and approved by Facility. Any subsequent cancellation or change will be governed by Paragraph 15.
5. Instructors.
    a. All fitness instructors are independently contracted through the Company and Facility shall not directly engage or contract with an Instructor for any Class or related service.

b. If Facility directly engages an Instructor first introduced to Facility through the Company, Facility shall pay the Company a one-time referral fee of $200.00 for each Instructor directly engaged. The referral fee is due within thirty (30) days after the direct engagement begins and does not authorize Facility to modify or cancel any existing Class or avoid any other payment obligation under this Agreement.
c. The Company is solely responsible for payments to Instructors for Classes arranged through the Company. Facility shall not pay an Instructor directly. If Facility makes an unauthorized direct payment to an Instructor, the Company will charge Facility a $25.00 administrative fee, in addition to any amounts otherwise due under this Agreement.
d. An Instructor is not authorized to create, modify, extend, or cancel a Class or otherwise amend the schedule or terms agreed upon by the Company and Facility. Facility shall submit all requested scheduling changes, cancellations, substitutions, and related requests through the Company's designated system or communication channel. A proposed change becomes effective only when confirmed by the Company.

6. Class Attendance.
    a. The Company does not guarantee or assume responsibility for participant attendance at any Class. Facility remains responsible for the full agreed-upon Class charge regardless of the number of participants in attendance, including if no participants attend.
7. Cancellation of Fitness Classes.
    a. More Than 72 Hours' Notice. Facility may cancel a confirmed Class without charge by providing the Company with written notice through the Company's designated system or communication channel more than seventy-two (72) hours before the Class's scheduled start time.
    b. Less Than 72 Hours' Notice. If Facility cancels a confirmed Class seventy-two (72) hours or less before its scheduled start time, Facility shall be responsible for the applicable late-cancellation fee specified in Exhibit-A. The cancellation fee is solely Facility's responsibility, and the Company shall have no obligation to pay, reimburse, or absorb that fee.
    c. Less Than 72 Hours' Notice and Rescheduled. If Facility cancels a confirmed Class seventy-two (72) hours or less before its scheduled start time but reschedules the Class, Facility shall be responsible for the applicable late-cancellation fee specified in Exhibit-A. The cancellation fee is solely Facility's responsibility, and the Company shall have no obligation to pay, reimburse, or absorb that fee.
    d. Permanent Cancellation. If Facility wishes to discontinue any recurring Class permanently, the cancellation will be governed by Paragraph 15 of this Agreement.

e. Health and Weather-Related Cancellations. If Facility cancels a confirmed Class due to a health or weather-related event, Facility shall be responsible for the applicable cancellation fees as specified in Exhibit-A.
f. Notice. A cancellation is effective only when received by the Company through its designated system or communication channel. Notice provided only to an Instructor does not constitute notice to the Company.

8. Rates and Pricing.
    a. The rates applicable to the Classes are set forth in the rate sheet attached as Exhibit-B and incorporated into this Agreement. Unless otherwise stated in Exhibit-B or an applicable Class confirmation, the rates do not include applicable taxes, late fees, cancellation fees, additional services, or other charges authorized under this Agreement.
    b. The Company may modify the rates in Exhibit-B by providing Facility with at least thirty (30) days' written notice. Any revised rates will apply prospectively to Classes occurring on or after the stated effective date. No rate change will apply retroactively to Classes already performed.
    c. If the rate for a particular Class differs from Exhibit-B, the rate stated in the applicable Class confirmation will control only if Facility accepts or approves that rate through the Company's designated system.
9. Invoicing.
    a. The Company bills in advance for each upcoming calendar month.
    b. On or about the first day of each month, the Company will automatically generate an invoice for the classes scheduled for that month based on the availability, schedule, and other class information entered or approved by the Facility through the Company's automated scheduling system.
    c. The Facility is responsible for ensuring that this information is complete and accurate and for promptly notifying the Company of any discrepancy.
    d. Each invoice is due within thirty (30) days after the last service date.
    e. Any undisputed amount remaining unpaid for sixty (60) days after the invoice date will be subject to a one-time late fee of $50.00, with an additional $50.00 late fee assessed for each successive thirty (30)-day period during which the amount remains unpaid, or the maximum amount permitted by applicable law, whichever is less.
    f. Any credits or additional charges resulting from approved schedule changes, cancellations, or added classes will be reflected on the next invoice or otherwise processed in accordance with the applicable cancellation and adjustment policies.
10. Electronic Payment Fee.
    a. The Company may charge Facility the applicable third-party processing fees imposed on the Company in connection with Facility's selected payment method.

No electronic payment processing fee will be charged for payments made by physical check or through another payment method designated by the Company as fee-free. Any applicable fee will be disclosed to Facility upon written request.

11. Compliance With Laws.
    a. Facility agrees to comply with all laws, ordinances, statutes, and regulations relating to the conduct of Facility's business, including but not limited to, obtaining business licenses or requisite insurance. The licenses and insurance shall be in Facility's name or any "dba" used by Facility.
12. Insurance:
    a. During the duration of this Agreement, the Facility shall procure and maintain, at the Facility's expense:
    b. commercial general liability insurance, including coverage for bodily injury and property damage, with limits of at least $1,000,000 per occurrence and $2,000,000 in the aggregate;
    c. (ii) professional liability insurance covering the Classes, with limits of at least $1,000,000 per claim; and
    d. (iii) any other insurance required by applicable law or an accepted Class.
    e. Facility shall name the Company and the applicable Instructor? as additional insureds under the commercial general liability policy and provide certificates of insurance upon request.
13. Liability.
    a. Facility agrees to assume risk of liability and should, when possible, require participants to sign a waiver of liability. Participants should participate in classes only with a clear understanding of the risks involved in a physical/fitness class.
    b. Company is not liable to Facility or any third party for accidents or injuries sustained by Facility or sustained by any individual on Facility's premises for any negligent acts or omissions by any third party or for any negligent acts or omissions by Facility or Facility's agents or employees.
14. Indemnification.
    a. To the fullest extent permitted by applicable law, Facility shall defend, indemnify, and hold harmless the Company, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, members, managers, employees, agents, and contractors (collectively, the "Company Indemnified Parties"), from and against any third-party claims, demands, actions, proceedings, damages, judgments, settlements, penalties, fines, liabilities, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses"), to the extent arising out of or relating to:
        i. Facility's breach of this Agreement or any class posting, booking, or other accepted engagement;

ii. the negligent, reckless, willful, or unlawful acts or omissions of Facility or its owners, employees, agents, contractors, members, participants, guests, or invitees;
iii. any unsafe or defective condition of the Facility's premises, facilities, fixtures, or equipment;
iv. bodily injury, death, or damage to tangible property caused by Facility or occurring as a result of a condition within Facility's possession or control;
v. Facility's failure to comply with applicable law or maintain any required license, permit, approval, insurance, safety procedure, or participant waiver;
vi. inaccurate, incomplete, or misleading information provided by Facility concerning a class, the premises, available equipment, participant requirements, or an Class; or
vii. any claim by Facility's employee, agent, contractor, member, participant, guest, or invitee arising out of Facility's relationship or dealings with that person.

b. Facility's obligations under this Paragraph shall not apply to the extent a Loss is caused by the negligence, willful misconduct, or violation of applicable law by a Company Indemnified Party. The Company shall provide Facility with reasonably prompt written notice of an indemnified claim; provided that delayed notice shall relieve Facility of its obligations only to the extent the delay materially prejudices the defense. Facility shall control the defense with qualified counsel reasonably acceptable to the Company. The Company may participate in the defense with counsel of its choosing at its own expense, except that Facility shall pay the reasonable cost of separate counsel if a material conflict of interest exists or Facility fails to defend the claim promptly and adequately. Facility shall not settle a claim without the Company's prior written consent if the settlement:
i. does not provide the Company Indemnified Parties with a complete and unconditional release;
ii. requires an admission of fault or wrongdoing by a Company Indemnified Party; or
iii. imposes any liability, payment, restriction, or nonmonetary obligation on a Company Indemnified Party.

c. Facility's obligations under this Paragraph survive expiration or termination of this Agreement.

15. Termination of Agreement.

a. Either party may terminate this Agreement at any time, with or without cause, by giving the other party fourteen (14) days written notice to terminate. If cancellation is requested 14 days or less prior to the first class that is scheduled, Facility (you)

agree to pay a $25 charge per class that was cancelled. Termination includes cancellation of scheduled fitness classes within fourteen (14) days.

16. Arbitration Agreement.
    a. Facility and Company agree to utilize binding individual arbitration to resolve all disputes that might arise out of or be related in any way to Facility's relationship with Company or the interpretation, performance or breach of this Agreement. Such disputes include claims that Company might bring against Facility such as, for example, breach of contract. Facility and Company each specifically waive their respective rights to bring such claims against the other in a court of law and to have a trial by jury. Pursuant to this Paragraph, the party wishing to file a claim must file an arbitration demand with Judicial Arbitration and Mediation Services, Inc. ("JAMS"). JAMS will administer the arbitration proceedings pursuant to its JAMS Comprehensive Arbitration Rules & Procedures that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement ("JAMS Rules"). Copies of these rules can be obtained at JAMS' website here: https://www.jamsadr.com/rules-comprehensive-arbitration/. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of JAMS Rules, but in no event shall the arbitrator consolidate more than one person's Claims, or otherwise preside over any form of representative, collective, or class proceeding. The Parties may select a different arbitration administrator upon mutual written agreement. As part of the arbitration, both Facility and Company will have the opportunity for reasonable discovery of non-privileged information that is relevant to the arbitration. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based. This Arbitration Agreement shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction; (2) claims that may not be subject to arbitration as a matter of generally applicable law not preempted by the FAA; and (3) individual claims of sexual assault or sexual harassment. Where these claims are brought in a court of competent jurisdiction, Company and Facility will not require arbitration of those claims. The Parties' agreement not to require arbitration of these claims does not waive the enforceability of any other provision of this Arbitration Agreement

(including without limitation the waivers provided in Paragraph 23), or of the enforceability of this Arbitration Agreement as to any other dispute, claim, or controversy. This Arbitration Agreement shall be binding upon, and shall include any claims brought by or against any third Parties, including but not limited to Facility and Fit Group USA's parent companies, subsidiaries, affiliates, agents, directors, officers, employees and permitted assigns where their underlying claim(s) arise out of or relate to the services set forth in this Agreement.

17. Governing Law and Forum.
    a. This Agreement shall be governed by the laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions (whether of this state or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in and before the state or federal courts and arbitrators of San Diego County, California, and the Parties expressly agree that jurisdiction and venue are proper in said courts or before said arbitrators.

18. Attorneys' Fees.
    a. The Parties agree that in any legal proceeding undertaken to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to reimbursement of its actual costs and expenses, including without limitation its reasonable attorneys' fees and expenses, as well as arbitration costs.
19. Entire Binding Agreement.
    a. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered herein. This Agreement is not binding until received and agreed upon verbally or by signature by both Company and Facility. Any changes must be written and signed by both Parties to be binding. All prior agreements and understandings, whether written or oral, are fully and completely merged herein and are fully superseded by the terms of this Agreement. Change in management with either Company or Facility does not void this Agreement. If any clause in this Agreement is found to be illegal or unenforceable, said provision shall be deemed to be severed and deleted, and the severance and deletion of such provision shall not affect the validity of the remaining provisions of this Agreement.
20. Amendment.
    a. The Parties may amend, supplement, or modify this Agreement only through an agreement signed by Company and Facility.
21. Severability.
    a. Each provision of this Agreement is severable. If any court of competent jurisdiction, arbitrator, or government agency determines that one or more of the provisions of this Agreement, or any part thereof, is invalid, illegal, or

unenforceable, such invalidity, illegality or unenforceability shall not affect nor impair any other provision of this Agreement, and this Agreement shall have full force and effect while being construed as if such invalid, illegal, or unenforceable provision were not contained within it. If the scope of any provision in this Agreement is found to be too broad to permit enforcement of such provision to its full extent, Facility consents to judicial modification of such provision and enforcement to the maximum extent permitted by law.

22. No Assignment.
    a. Neither Company or Facility may transfer or assign this Agreement without the prior written consent of the other.
23. Waiver.
    a. No provision in this Agreement is waivable unless such waiver is agreed to in writing signed by Facility and by a duly authorized officer of Company. No waiver by either of the Parties of any breach by the other of the Parties of any condition or provision of this Agreement to be performed by such other of the Parties waives a similar or dissimilar condition or provision at the same or any prior or subsequent time.
24. Severability.
    a. Each provision of this Agreement is severable. If any court of competent jurisdiction, arbitrator, or government agency determines that one or more of the provisions of this Agreement, or any part thereof, is invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect nor impair any other provision of this Agreement, and this Agreement shall have full force and effect while being construed as if such invalid, illegal, or unenforceable provision were not contained within it. If the scope of any provision in this Agreement is found to be too broad to permit enforcement of such provision to its full extent, Facility consents to judicial modification of such provision and enforcement to the maximum extent permitted by law.
25. Facsimile Signatures Scanned Signatures and Execution in Counterparts.
    a. This Agreement may be executed in counterparts and, if so executed, shall constitute one Master Agreement binding upon all Parties. Counterparts may be delivered by mail, commercially recognized courier, facsimile or email. For purposes of this Agreement, copied, facsimile and/or scanned signatures shall be as valid as original signatures.
26. Authority to Execute Agreement.
    a. Any Person executing this Agreement as an agent on behalf of a Corporation, Partnership, Limited Liability Company or other entity that is not a natural person represents and warrants that they have the authority to execute this Agreement on behalf of the entity for whom they are executing and represent and warrant that the

entity on whose behalf they have executed this Agreement is bound by their execution. By reading this agreement and accepting services from Company, Facility agrees to the terms and conditions and understand that if Facility has questions regarding the agreement that Facility may contact Company at info@fitgroupusa.com.

27. Electronic Agreement.
    a. This Agreement is an electronic contract that governs the relationship between Company and Facility. BY CHECKING THE BOX “I AGREE” THAT APPEARS BELOW, FACILITY ACKNOWLEDGES THAT FACILITY UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT AND ITS TERMS. Checking the box creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking “I AGREE,” I acknowledge that I have read and understood the Agreement, and agree to be bound by the terms.

EXHIBIT-A

Health & Weather-Related Class Cancellation Policy

FIT GROUP USA
BRINGING FITNESS TO YOU

Health-Related Event Cancellation Policy

Effective as of January 1, 2023

Three days notice is required for cancellation of classes due to health related lockdowns.

Classes cancelled with less than three days notice will be charged for the class in full unless the class is rescheduled within the same month.

Classes cancelled with less than three days notice and are not rescheduled for the same month but for the following months, will be charged a $25 cancellation fee for each class.

If no notice is given for the lockdown, an additional $25 will be charged on top of the full class rate.

We understand that circumstances may arise, and this policy is implemented with respect to our instructors and their schedules.

Any questions or concerns can be forwarded to info@fitgroupusa.com or by phone at 858-630-8170.

Sincerely,

The Fit Group USA Team

EXHIBIT-B

Our Rates

FIT GROUP USA

BRINGING FITNESS TO YOU

PRICE SHEET

	# of CLASSES	PRICE/class	SAVINGS	TOTAL
30 MIN	1 CLASS	60.00		60.00
	2 CLASS	55.00	10.00	110.00
	4 CLASS	50.00	40.00	200.00

	# of CLASSES	PRICE/class	SAVINGS	TOTAL
45 MIN	1 CLASS	80.00		80.00
	2 CLASS	70.00	20.00	140.00
	4 CLASS	65.00	60.00	260.00

	# of CLASSES	PRICE/class	SAVE/class	TOTAL
60 MIN	1 CLASS	100.00		100.00
	2 CLASS	90.00	10.00	180.00
		85.00	60.00	340.00