Instructor Agreement

This Instructor Agreement (the "Agreement") is made and entered into by and between Fit Group USA, LLC (the "Company") and the individual or entity that signs the Agreement or selects the digital checkbox below ("Instructor"). The Agreement is effective as of the date the Instructor signs the Agreement or selects the digital checkbox below ("Effective Date"). The above individuals may each hereafter be referred to individually a "Party" and collectively as the "Parties".

I. Engagement of Services.

1. Class Opportunity and Scope of Services. This Agreement governs the terms and conditions on which Instructor may accept and perform fitness Class Opportunity made available through the Company's website, mobile application, platform or automated scheduling system (each, an "Class Opportunity"). Each Class Opportunity will specify the applicable services, Facility (as defined below), location, date, time, compensation, and any other engagement-specific terms (the "Services"). Upon Instructor's acceptance, the Class Opportunity will be incorporated into and governed by the terms of this Agreement.
2. Order of Precedence. If a Class Opportunity conflicts with this Agreement, this Agreement will control unless the Class Opportunity expressly identifies the provision of this Agreement that the Parties intend to modify.
3. Compensation and Engagement-Specific Terms. Instructor will be compensated solely in accordance with the terms contained in each Class Opportunity, and each Class Opportunity will identify any other specific terms and conditions related to the Services to be provided in connection therewith, including without limitation, the term / duration of such Services.
4. Lawful and Diligent Performance. Instructor agrees to fulfill Instructor's duties and obligations under this Agreement in a lawful manner, and with care and diligence in the best interests of the Company.
5. Professional Standards and Qualifications. Instructor agrees to devote sufficient preparation, time, and effort toward accomplishment of the objectives specified in this Agreement and any Instructions Opportunity, as is appropriate. Instructor represents, warrants, and agrees that the Services will be performed in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, experience, technical knowledge and skills to perform such Services.
6. Unauthorized Persons and Animals. Instructor shall not bring any employee, agent, subcontractor, guest, pet, or other unauthorized person or animal to an accepted Class Opportunity without the Company's and applicable Facility's prior approval. This restriction does not apply to service animals permitted by applicable law.

7. Scheduling and Facility Coordination. For each accepted Class Opportunity, Instructor shall coordinate all scheduling changes, cancellations, substitutions, and other engagement-related requests through the Company's website, mobile application, platform, or other communication method designated by the Company. Instructor shall not independently create, modify, extend, or cancel a Class Opportunity with a Facility on the Company's behalf or represent that Instructor has authority to bind the Company to any scheduling or engagement terms. Any proposed change will become effective only when confirmed through the Company's designated system or otherwise approved by the Company.
8. Cancellations and No-Call/No-Show. If Instructor becomes unable to perform an accepted Class Opportunity, Instructor shall notify the Company through the Company's designated system or communication channel within the time required by the applicable cancellation policy. Notice provided only to the Facility does not constitute notice to the Company. A "No-Call/No-Show" means Instructor's failure to appear and perform an accepted Class Opportunity without providing the required notice to the Company. A confirmed No-Call/No-Show constitutes a material breach and may result in immediate cancellation of the Class Opportunity and suspension or termination of Instructor's eligibility for future Class Opportunity.
9. Eligibility for Future Class Opportunity. Instructor's eligibility to receive or accept future Class Opportunity depends on compliance with this Agreement and the terms of accepted Class Opportunity. Significant or repeated failures, including unexcused cancellations, repeated lateness, failure to perform an accepted Class Opportunity, failure to comply with lawful Facility access or safety requirements, or another material breach may be documented as eligibility incidents. Three documented eligibility incidents within any rolling twelve-month period may result in suspension or termination of Instructor's eligibility to receive or accept future Class Opportunity. This provision establishes eligibility for future independent contractor opportunities and is not a progressive-discipline or employee-supervision policy. Before recording an eligibility incident, the Company may consider documented emergencies, Facility-caused errors, platform or scheduling errors, and other circumstances outside Instructor's reasonable control.

II. Compensation

1. Each Class Opportunity will state the compensation payable to Instructor and any other engagement-specific terms. By accepting a Class Opportunity, Instructor agrees to the stated compensation and the other terms of that Class Opportunity.
2. The compensation and payment terms stated in an accepted Class Opportunity are the complete compensation terms for that Class Opportunity. Instructor shall not, on behalf of the Company, separately negotiate, modify, invoice, collect, or establish compensation or payment terms with the applicable Facility for Services arranged through the Company.

Any proposed change to compensation or payment terms must be submitted through the Company's designated system and will become effective only when confirmed by the Company.

3. After Instructor completes a Class Opportunity, the Company's website, mobile application, or platform will automatically prompt the Instructor to submit a brief form confirming completion of the Services and providing information regarding the Class Opportunity (the "Completion Form").
4. Upon submission, the Completion Form will be placed in the Company's review and approval queue. Once approved, the related payment will be added to the next payment-processing cycle.
5. The Company processes approved payments each day at approximately 7:00 p.m. Pacific Standard Time. After the Company submits a payment for processing, it may take up to seven (7) business days for the funds to become available to the Instructor.

III. Term and Termination.

1. This Agreement shall commence on the Effective Date and continues for one (1) year (the "Initial Term"). It will automatically renew for successive one-year periods (each, a "Renewal Term," and together with the Initial Term, the "Term") unless either Party provides written notice of nonrenewal at least thirty (30) days before the expiration of the then-current Term. This Paragraph does not limit either Party's termination rights under this Agreement. Notwithstanding the foregoing, the Term of this Agreement shall automatically be extended for so long as any Class Opportunity remains in effect, and the duration of Services with respect to each individual Class Opportunity will be set forth therein.
    a. Instructor may terminate this Agreement and any Class Opportunity at any time and for any reason, with or without cause, upon a 30-day written notice to the Company. Unless the Company agrees otherwise, Instructor remains responsible for completing or properly canceling any Class Opportunity accepted before the effective date of termination in accordance with the applicable cancellation policy.
    b. The Company may terminate this Agreement at any time, with or without cause and for any reason or no reason, effective immediately upon written notice to Instructor. The Company may also immediately suspend or terminate Instructor's access to its website, mobile application, platform, and Class Opportunity. Termination does not affect any rights, payment obligation, or liability accrued before the termination date. Any provision that, by its nature, is intended to survive termination will remain in effect.
    c. If Instructor breaches this Agreement or a Class Opportunity, the Company may immediately suspend Instructor's access to the Services or terminate this

Agreement or any Class Opportunity, in addition to exercising any other rights or remedies available under this Agreement or applicable law.

IV. Independent Contractor Relationship.

1. Independent Business Relationship.
    a. Instructor operates an independently established business that offers fitness instruction and related services to the public. The Parties intend that Instructor perform all Services under this Agreement as an independent contractor to the fullest extent permitted by applicable law.
    b. Nothing in this Agreement creates an employment, agency, partnership, joint venture, franchise, fiduciary, or similar relationship between the Parties. Instructor has no authority to enter into any agreement on behalf of the Company, make any representation or commitment binding upon the Company, or incur any obligation in the Company's name.
    c. The Parties shall administer and perform this Agreement consistently with an independent contractor relationship. Worker Classification shall be determined under the federal, state, and local laws applicable to the particular claim, obligation, or statutory purpose, based on the Parties' actual relationship and practices. Nothing in this Agreement waives any right or remedy that cannot lawfully be waived.
2. Company's Limited Role.
    a. The Company operates a technology platform that enables fitness facilities and other persons seeking fitness instruction services (each, a "Facility") to post or communicate opportunities for fitness instruction services (each, an "Class Opportunity") and enables qualified Instructors to review and accept those opportunities.
    b. Unless a Class Opportunity expressly states otherwise, the Company:
        i. does not provide the underlying fitness instruction;
        ii. does not employ Instructor to perform the Services;
        iii. does not control the manner or means by which Instructor performs the Services;
        iv. does not guarantee Instructor any minimum number, frequency, or value of Class Opportunity; and
        v. does not require Instructor to accept any Class Opportunity.
    c. The Company may provide marketplace, referral, scheduling, communication, payment-administration, credential-verification, and related administrative services without assuming control over Instructor's professional methods.
3. Acceptance of Rejection of Opportunities.
    a. Instructor may review, accept, or reject any Class Opportunity in Instructor's sole discretion and without penalty. Instructor is not required to:

i. accept any particular Class Opportunity;
ii. accept a minimum number or percentage of opportunities;
iii. remain available during any designated period;
iv. work a minimum or maximum number of hours; or
v. provide Services on any recurring basis.

b. Instructor determines when and where to make Instructor's services available. A Class Opportunity may identify a Class Opportunity date, start time, duration, location, requested Class Opportunity format, compensation, required credentials, and other engagement-specific terms. Instructor's voluntary acceptance of those terms does not otherwise authorize the Company to control Instructor's schedule or manner and means of performance.

c. After accepting a Class Opportunity, Instructor shall perform the agreed Services in accordance with the accepted terms or cancel them in accordance with this Agreement and any applicable cancellation policy.

4. Control Over Manner and Means.
   a. Subject to applicable law, the terms of an accepted Class Opportunity, and lawful Facility requirements concerning access, safety, security, capacity, and use of the premises, Instructor retains control over the manner and means of performing the Services, including Instructor's instructional methods, Class Opportunity management, sequencing, professional judgment, and interactions with Class Opportunity participants.
   b. The Company may establish objective requirements reasonably related to:
      i. eligibility to use the platform;
      ii. account security and accurate profile information;
      iii. professional credentials and insurance;
      iv. participant and Facility safety;
      v. legal compliance;
      vi. protection of confidential or personal information;
      vii. prevention of fraud, harassment, discrimination, and unlawful conduct; and
      viii. operation and security of the platform.
   c. Such requirements are intended to establish eligibility, safety, legal compliance, and expected results and do not give the Company the right to control Instructor's professional methods or day-to-day performance.
   d. Nothing in this Agreement authorizes Instructor to disregard a Facility's lawful premises, emergency, security, or participant-safety requirements.
5. Independent Business Representations.
   a. Instructor represents and warrants that, throughout the term of this Agreement:

i. Instructor is organized and operates as an independent business, whether as a sole proprietor, partnership, limited liability company, corporation, or other lawful business form;
ii. Instructor is customarily engaged in an independently established business providing services of the same general nature as the Services;
iii. Instructor offers or is available to offer similar services to other persons or businesses;
iv. Instructor maintains a business location separate from the Company's business location, which may be Instructor's residence where permitted by law;
v. Instructor maintains any business license, tax registration, professional credential, permit, or other authorization required to operate Instructor's business and perform the Services;
vi. Instructor performs the Services in Instructor's own name or registered business name and not as an employee or representative of the Company;
vii. Instructor may advertise, market, and otherwise promote Instructor's services independently of the Company;
viii. Instructor is responsible for managing Instructor's business operations and determining how to pursue business opportunities; and
ix. all information Instructor supplies concerning Instructor's business, experience, credentials, licenses, certifications, and insurance is accurate and current.

b. Instructor shall notify the Company promptly if any representation in this Paragraph becomes inaccurate. No representation should be included solely to characterize the relationship if it is not factually true.

6. Nonexclusivity and Other Business.
   a. The relationship is nonexclusive. Instructor may provide services to any other person or business, including through competing platforms, and may maintain and develop Instructor's own clientele. The Company will not restrict or monitor those activities except as reasonably necessary to protect confidential information, personal information, intellectual property, or other rights protected by applicable law.
   b. The Company may contract with or refer opportunities to other Instructors. Neither Party is obligated to offer, accept, or continue any particular volume of business.
7. Expenses, Equipment, and Business Risk.
   a. Except as expressly stated in an accepted Class Opportunity, Instructor is responsible for all expenses incurred in operating Instructor's business and performing the Services, including travel, transportation, communication,

licensing, insurance, continuing education, supplies, equipment, and administrative expenses.

b. Consistent with the nature of the Services and the applicable Facility, Instructor shall provide the tools, supplies, attire, and equipment reasonably necessary to perform the Services. A Facility may make premises, fixed equipment, or other resources available for use during an engagement.
c. Instructor retains the opportunity for profit or loss through Instructor's exercise of business judgment, including decisions concerning rates, availability, expenses, equipment, training, advertising, and acceptance of opportunities.
d. Nothing in this Paragraph authorizes a deduction or expense allocation prohibited by applicable law.

8. Taxes and Records.
    a. Instructor is responsible for:
        i. determining and satisfying Instructor's federal, state, and local tax obligations;
        ii. paying all applicable income, self-employment, business, payroll, and other taxes arising from amounts paid under this Agreement;
        iii. maintaining appropriate business and tax records; and
        iv. supplying a properly completed Internal Revenue Service Form W-9 and any other documentation reasonably required for lawful tax reporting.
    b. The Company will not withhold any taxes from payments to Instructor unless required by applicable law. The Company may report payments to tax authorities and issue any information return required by law.
    c. If Instructor employs or otherwise engages any personnel in connection with the Services, Instructor shall be solely responsible for classifying, compensating, and supervising such personnel and for satisfying all applicable payroll, tax withholding, reporting, insurance, workers' compensation, benefits, and other employment-related obligations.
9. No Employee Compensation or Benefits.
    a. Except to the extent required by applicable law, Instructor is not eligible to receive wages, overtime, paid leave, bonuses, unemployment benefits, workers' compensation benefits, retirement benefits, health or disability insurance, or any other compensation or benefit that the Company makes available to its employees.
    b. Nothing in this Paragraph limits any benefit, coverage, right, or remedy that cannot lawfully be waived or excluded.
10. Licenses and Professional Standards.
    a. Instructor shall:

i. maintain all licenses, certifications, training, permits, and professional qualifications required by applicable law, the accepted Class Opportunity, or the applicable Facility;
ii. perform only those Services for which Instructor is properly trained and qualified;
iii. maintain any required CPR, AED, first-aid, or discipline-specific credentials;
iv. provide accurate evidence of credentials when reasonably requested;
v. notify the Company promptly of any expiration, suspension, restriction, investigation, or revocation affecting a required credential;
vi. comply with laws and generally accepted safety standards applicable to the Services; and
vii. exercise Instructor's independent professional judgment in performing the Services.

b. Verification of credentials or compliance with objective eligibility and safety requirements does not give the Company control over Instructor's instructional methods.

11. Personnel and Qualified Substitutes.

a. Use of Personnel. Subject to the terms of the applicable Class Opportunity, Instructor may operate individually or through employees or authorized personnel. Instructor shall not permit any such person to perform Services unless the Company has verified that the person:
i. is lawfully employed or otherwise engaged by Instructor;
ii. is covered by Instructor's applicable insurance policies;
iii. possesses all credentials, certifications, training, and qualifications required for the applicable Class Opportunity;
iv. has satisfied all applicable background-screening requirements;
v. is authorized to access the applicable Facility; and
vi. has agreed to comply with the confidentiality, privacy, safety, Facility-access, and other obligations applicable to the Services.

b. Personal Performance and Substitutes. If a Facility selects Instructor based on Instructor's individual qualifications, or if personal performance is a material term of an accepted Class Opportunity, Instructor shall not assign the Class Opportunity or appoint a substitute without the Company's and Facility's prior approval. Any proposed substitute must satisfy the requirements of subsection (a), together with any additional objective qualifications and Facility requirements applicable to the Class Opportunity.

c. Compensation and Employment Obligations. Instructor, and not the Company or Facility, shall be solely responsible for compensating, directing, and supervising its

personnel and for satisfying all payroll, tax, benefits, insurance, and other obligations arising from their engagement.

d. Responsibility for Personnel. Instructor is responsible for the acts and omissions of its personnel in connection with the Services as if they were the acts and omissions of Instructor. Instructor shall ensure that its personnel comply with this Agreement, each accepted Class Opportunity, applicable law, and lawful Facility requirements.

e. No Relationship with Company or Facility. No employee, agent, subcontractor, or other person engaged by Instructor shall be considered an employee, agent, or contractor of the Company or Facility solely by reason of performing Services under this Agreement. Instructor shall not represent otherwise or authorize its personnel to do so.

f. Insurance. If Instructor employs or otherwise engages personnel, Instructor shall maintain workers' compensation insurance as required by the laws of each jurisdiction in which the Services are performed, together with employers' liability insurance with limits of at least $1,000,000. If Instructor is lawfully exempt from a workers' compensation insurance requirement, Instructor shall provide reasonable evidence of the exemption upon request.

g. Continuing Responsibility. Approval or verification of any personnel or substitute does not relieve Instructor of responsibility for the performance of the Services or compliance with this Agreement. Nothing in this Paragraph permits substitution where personal performance is required by applicable law or was a material basis for the Facility's selection of Instructor.

12. Workers' Compensation.

a. Instructor hereby agrees that, because Instructor is not an employee of the Company, the Company is under no legal obligation to provide coverage under the California Workers' Compensation Act or any other applicable federal, state, or local law for Instructor and/or any employees or subcontractors hired by Instructor. Instructor agrees that, in the event Instructor and/or Instructor's employees sustain any such injury, their sole and exclusive remedy will be against Instructor and will be under the Workers' Compensation Act and any similar law.

13. Insurance.

a. During the Term and while performing any Services, Instructor shall maintain, at Instructor's expense: (i) 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; (ii) professional liability insurance covering the Services, with limits of at least $1,000,000 per claim; and (iii) any other insurance required by applicable law or an accepted Class Opportunity. Instructor shall name the Company and the applicable Facility as additional

insureds under the commercial general liability policy and provide certificates of insurance upon request.

b. Instructor shall promptly notify the Company of any cancellation, lapse, or material reduction in required coverage and shall not perform Services while required coverage is not in effect. These insurance requirements do not limit Instructor's liability or indemnification obligations. Nothing in this Agreement determines or waives any insurance coverage, right, or obligation imposed by applicable law.

14. Indemnification.

a. To the fullest extent permitted by applicable law, Instructor shall defend, indemnify, and hold harmless the Company, its parents, subsidiaries, affiliates, Facilities and clients, and each of their respective officers, directors, members, managers, employees, and agents (collectively, the "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) Instructor's breach of this Agreement or an accepted Class Opportunity; (ii) the negligent, reckless, willful, or unlawful acts or omissions of Instructor or Instructor's employees, agents, subcontractors, or approved substitutes in connection with the Services; (iii) bodily injury, death, or damage to tangible property caused by Instructor or Instructor's personnel in connection with the Services; (iv) Instructor's violation of applicable law or failure to maintain any required license, certification, permit, registration, or insurance; or (v) any claim by Instructor's employee, agent, subcontractor, or other personnel concerning wages, compensation, benefits, taxes, employment, workers' compensation, or any other obligation arising from Instructor's engagement or treatment of that person. Instructor's obligations shall not apply to the extent a Loss results from an Indemnified Party's negligence, willful misconduct, or violation of applicable law. The Company shall provide Instructor with reasonably prompt notice of an indemnified claim, except that delayed notice shall relieve Instructor of its obligations only to the extent the delay materially prejudices the defense. Instructor shall not settle any claim in a manner that admits wrongdoing by, imposes liability or nonmonetary obligations on, or fails to provide an unconditional release to an Indemnified Party without that Indemnified Party's prior written consent. The Company may participate in the defense with counsel of its choosing at its own expense; provided, however, that Instructor shall pay the reasonable cost of separate counsel where a material conflict of interest exists or Instructor fails to defend the claim promptly and adequately. These obligations survive expiration or termination of this Agreement.

15. No Authority to Bind or Represent the Company.

a. Instructor shall not:
    i. enter into a contract or incur an obligation in the Company's name;
    ii. represent that Instructor is an employee, officer, or authorized agent of the Company;
    iii. make warranties or representations on behalf of the Company;
    iv. use the Company's name, trademarks, email domains, uniforms, or branding except as expressly authorized; or
    v. direct any person to believe that the Company provides the underlying fitness instruction, except to the extent the Company's actual business model requires a different disclosure.
b. Instructor may accurately state that Instructor obtains or accepts opportunities through the Company's platform.

16. Compliance with Mandatory Law.
    a. This Agreement shall not be interpreted to override any worker-classification standard or other requirement imposed by applicable federal, state, or local law. If a nonwaivable law conflicts with this Paragraph, that law controls solely to the extent of the conflict.
    b. If Instructor performs Services in a jurisdiction for which a state- or locality-specific addendum applies, that addendum is incorporated into this Agreement with respect to those Services. In the event of a conflict, the addendum controls with respect to Services performed in that jurisdiction.

V. Instructor Representations, Warranties, and Covenants.

1. Instructor represents, warrants, and covenants that:
    a. Instructor has full authority to enter into and perform this Agreement;
    b. Instructor's performance of this Agreement will not violate any agreement or obligation owed to another person or entity;
    c. Instructor has not made, and will not make, any assignment, grant, license, or other commitment that conflicts with this Agreement; and
    d. Instructor will not use or disclose any confidential, proprietary, or trade secret information belonging to another person or entity in performing the Services.
2. Confidential Information.
    a. For purposes of this Agreement, "Confidential Information" means nonpublic information disclosed or made available to Instructor by or on behalf of the Company, or obtained by Instructor in connection with the Services, that is designated as confidential or that reasonably should be understood to be confidential based on the nature of the information or the circumstances of disclosure. Confidential Information includes, without limitation:

i. information concerning the Company's current and prospective clients, Facilities, instructors, contractors, vendors, and business partners, including their identities, contact information, preferences, requirements, correspondence, transaction history, and contract terms;
ii. pricing, billing, revenue, costs, profit margins, budgets, forecasts, and other financial information;
iii. business plans, marketing strategies, proposals, processes, methods, policies, training materials, and operating procedures;
iv. nonpublic information concerning the Company's products, services, technology, software, source code, scripts, systems, designs, functionality, development plans, and technical issues;
v. nonpublic drafts, research, materials, and other Work Product;
vi. personal information concerning users, Class Opportunity participants, applicants, employees, contractors, or other individuals; and
vii. confidential or proprietary information received by the Company from a third party.

b. Confidential Information includes information qualifying as a trade secret under applicable state or federal law ("Trade Secrets"). Trade Secrets will remain protected for as long as they qualify as trade secrets under applicable law.
c. Exclusions
    i. Confidential Information does not include information that Instructor can demonstrate through written records:
        1. was lawfully known to Instructor without a confidentiality obligation before the Company disclosed it;
        2. becomes publicly available through no breach of this Agreement or other wrongful act by Instructor;
        3. is received lawfully from a third party without a duty of confidentiality; or
        4. is independently developed by Instructor without using or referring to the Company's Confidential Information.
d. The combination of information will not fall within an exclusion merely because individual elements are publicly available, unless the combination itself is publicly available without breach of a confidentiality obligation.

3. Protection and Permitted Use.
    a. Instructor shall:
        i. use Confidential Information solely as necessary to perform the Services;
        ii. protect Confidential Information using at least reasonable care and no less than the care Instructor uses to protect information of a similar nature;

iii. disclose Confidential Information only to Instructor's authorized personnel who require it to perform the Services, are permitted to participate under this Agreement, and are bound by written confidentiality obligations at least as protective as those contained in this Agreement;
iv. comply with applicable privacy and data-security laws and the Company's reasonable security requirements when accessing or processing Confidential Information;
v. refrain from copying, downloading, transferring, or storing Confidential Information except as reasonably necessary to perform the Services; and
vi. promptly notify the Company of any actual or suspected unauthorized access, use, loss, or disclosure.

b. Instructor is responsible for any breach of this Paragraph by Instructor's personnel.

4. Prohibited Use and Disclosure.
   a. Except as expressly authorized by this Agreement or in writing by the Company, Instructor shall not directly or indirectly:
      i. disclose, publish, distribute, sell, license, or otherwise make Confidential Information available to another person or entity;
      ii. use Confidential Information for Instructor's own benefit or for the benefit of another person or entity;
      iii. use Confidential Information to circumvent the Company or interfere with the Company's contractual or business relationships;
      iv. use Confidential Information to identify or solicit a Company client, Facility, instructor, vendor, or prospective client for a purpose unrelated to the Services;
      v. reverse engineer, decompile, or otherwise attempt to derive nonpublic source code or technical information from Company systems, except to the extent such restriction is prohibited by applicable law; or
      vi. use Confidential Information to compete unfairly or otherwise violate applicable trade secret or unfair competition law.
   b. Nothing in this Agreement prohibits Instructor from engaging in lawful competition or using Instructor's general knowledge, skills, and experience, provided Instructor does not use or disclose the Company's Confidential Information, Trade Secrets, or other protected property.
5. Required Disclosures and Protected Activity.
   a. If Instructor is required by law, subpoena, or court order to disclose Confidential Information, Instructor shall, to the extent legally permitted, provide the Company with prompt written notice and reasonable assistance so that the Company may seek a protective order or other remedy. Instructor shall disclose only the portion of the information legally required to be disclosed.

b. Nothing in this Agreement prohibits or restricts Instructor from:
    i. reporting a suspected violation of law to a governmental agency or law enforcement authority;
    ii. communicating or cooperating with a governmental agency;
    iii. making a disclosure protected by applicable whistleblower law; or
    iv. discussing or disclosing information to the extent such activity is protected by applicable law.
c. Instructor does not need the Company's authorization to engage in protected activity and is not required to notify the Company of such activity.
d. Under 18 U.S.C. § 1833(b), Instructor will not be held criminally or civilly liable under federal or state trade secret law for disclosing a trade secret: (i) in confidence to a federal, state, or local governmental official or to an attorney, solely to report or investigate a suspected violation of law; or (ii) in a court filing made under seal. A person who files a retaliation action may disclose the trade secret to that person's attorney and use it in the proceeding if any document containing the trade secret is filed under seal and the trade secret is not otherwise disclosed except by court order.

6. Third-Party Information.
    a. Instructor acknowledges that the Company may receive confidential, proprietary, personal, or trade secret information from Facilities, instructors, clients, vendors, Class Opportunity participants, and other third parties ("Third-Party Information"). Instructor shall protect and use Third-Party Information in accordance with this Agreement and any additional restrictions communicated to Instructor before disclosure.
    b. Instructor shall use Third-Party Information only as necessary to perform the applicable Services and shall not disclose it except to persons authorized to receive it. If Instructor is uncertain whether particular Third-Party Information may be used or disclosed, Instructor shall obtain written instructions from the Company before doing so.
7. Work Product.
    a. "Work Product" means any report, document, graphic, design, form, spreadsheet, presentation, photograph, video, recording, software, configuration, process, instructional material, or other material specifically created by Instructor for the Company as a deliverable under this Agreement.
    b. To the extent permitted by applicable law, Work Product specifically commissioned and paid for by the Company will be deemed a "work made for hire." To the extent any Work Product does not qualify as a work made for hire, Instructor hereby irrevocably assigns to the Company all right, title, and interest in and to that Work Product, including all applicable intellectual property rights.

c. Instructor retains ownership of materials, methods, templates, instructional content, know-how, and intellectual property that Instructor developed independently of this Agreement and identified in writing before incorporating them into Work Product ("Background Materials"). If Instructor incorporates Background Materials into Work Product, Instructor grants the Company a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free license to use, reproduce, modify, distribute, display, perform, and create derivative works from those Background Materials as part of or in connection with the Work Product.

d. Work Product does not include Instructor's ordinary fitness instruction, general teaching methods, preexisting Class Opportunity materials, or general professional knowledge unless an applicable Class Opportunity expressly identifies the creation of specific Work Product as a required deliverable.

8. Company Property.

   a. All Confidential Information, Company records, user information, credentials, documents, equipment, access devices, and other materials supplied by or on behalf of the Company remain the Company's property. Storing Company property or information on Instructor's personal computer, telephone, cloud account, or other device does not give Instructor any ownership interest in that property or information.

   b. Upon the Company's request or the expiration or termination of this Agreement, Instructor shall promptly:

      i. return or securely destroy all Company property and Confidential Information in Instructor's possession or control;

      ii. discontinue access to Company systems and accounts; and

      iii. upon request, confirm in writing that Instructor has complied with these obligations.

   c. Instructor may retain a copy only to the extent required by applicable law, provided that any retained information remains subject to this Agreement and is not used for any other purpose. Routine backup copies that cannot reasonably be deleted may be retained until deleted through the ordinary backup cycle, provided they remain protected and are not restored except as required for disaster recovery or legal compliance.

9. Non-Circumvention During the Term.

   a. During the Term, Instructor shall not use the Company's platform, referrals, Confidential Information, or business relationships to knowingly circumvent the Company by soliciting or contracting directly with a Facility first introduced to Instructor through the Company for services covered by a Class Opportunity, except with the Company's prior written consent or as expressly permitted by this Agreement.

b. This Paragraph does not prohibit Instructor from:
    i. continuing a relationship that existed independently before the introduction through the Company;
    ii. responding to a general solicitation not directed at the Company's clients or Facilities;
    iii. providing services through the Company's platform; or
    iv. engaging in any activity that applicable law protects or prohibits the Company from restricting.

10. Obligations Following Termination.
    a. Following termination, Instructor shall remain prohibited from using or disclosing the Company's Confidential Information or Trade Secrets to solicit or divert the Company's clients, Facilities, instructors, vendors, or other business relationships.
    b. This provision does not impose a general restriction on lawful competition or prohibit Instructor from accepting business without using the Company's Confidential Information or Trade Secrets. The confidentiality obligations relating to Confidential Information survive for [three (3)] years after termination, except that obligations relating to Trade Secrets survive for as long as the information remains a trade secret under applicable law.
11. Equitable Relief.
    a. Instructor acknowledges that unauthorized use or disclosure of Confidential Information, Trade Secrets, or Company property may cause harm for which monetary damages may be inadequate. Subject to applicable law, the Company may seek temporary, preliminary, or permanent injunctive relief for an actual or threatened breach of this Paragraph, in addition to any other available remedies.

VI. General Terms.

1. Dispute Resolution – Arbitration.
    a. Binding Arbitration. Instructor and the Company agree to utilize binding individual arbitration to resolve all disputes that might arise out of or be related in any way to Instructor's relationship with the Company and/or the interpretation, performance and/or breach of this Agreement. Such disputes include, but are not limited to, claims Instructor might bring against the Company for misclassification as an independent contractor, wrongful termination, discrimination, harassment, retaliation, breach of contract, wage and hour violations, individual claims under the California Private Attorneys General Act ("PAGA"), and torts such as invasion of privacy, assault and battery, or defamation. Such disputes also include claims that the Company might bring against Instructor such as, for example, theft of money or trade secrets, breach of confidentiality obligations, or breach of a contract. Instructor and the 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. By signing and initialing below, Instructor expressly waives the right to bring a Class Opportunity or collective claim seeking any relief on behalf of others unless such waiver is prohibited by controlling law.

b. Exceptions. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, claims for benefits brought before the Employment Development Department, claims for wages brought before the California Labor Commissioner, or other claims that are not subject to arbitration under law. Moreover, nothing herein shall prevent Instructor from filing a charge or complaint with the United States Equal Employment Opportunity Commission, the California Civil Rights Department, or any local agency that allows Instructor to file an administrative charge or complaint. Once the agency's proceedings are completed, however, if Instructor wishes to pursue the matter further, Instructor understands that Instructor must do so under this arbitration agreement.

c. Covered Persons and Entities. Instructor's agreement to arbitrate claims against the Company includes claims Instructor might bring against the Company's parent, subsidiary, affiliated or client entities as well as against owners, directors, officers, managers, employees, agents, contractors, attorneys, benefit plan administrators, and insurers of the Company or of its parent, subsidiary, affiliated or client entities. Instructor also agrees to arbitrate claims against any person or entity Instructor alleges to be a joint employer with the Company.

d. Class Opportunity and Collective Action Waiver. Instructor and the Company agree that any claims either party might pursue against the other in arbitration under this arbitration agreement shall be brought in the individual capacity of Instructor or the Company. This agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or to permit such claims to proceed as a Class Opportunity or collective action. No arbitrator shall have the authority under this agreement to order any such Class Opportunity or collective action. Any dispute regarding the validity, scope or enforceability of this agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator. Instructor agrees to waive any substantive or procedural rights that Instructor may have to bring or participate in an action brought on a Class Opportunity or collective basis.

e. Submitting Claims. If Instructor wishes to bring a claim to arbitration under this arbitration agreement, Instructor understands that Instructor must provide a written statement of the claim to representative of the Company at admin@fitgroupusa.com. Instructor understands that Instructor has the right to be

represented by an attorney in the arbitration of any claim under this arbitration agreement, but it is not required that Instructor have an attorney. Instructor further understands that Instructor must present any claim in arbitration before the statute of limitations expires for that type of claim.

f. Selecting Arbitrator. At the beginning of any arbitration process under this arbitration agreement, Instructor and the Company will need to select an arbitrator by mutual agreement. Such an arbitrator shall be a retired California Superior Court Judge, or another qualified and impartial person that Instructor and the Company decide upon. In the event the parties cannot agree on the selection of an arbitrator, Instructor and the Company will select an alternative dispute resolution provider and request from that provider a list of an odd number of potential arbitrators. From that list we will alternatively strike arbitrators, with the Company going first, until one arbitrator is left. That arbitrator shall be the arbitrator who will hear our case. If Instructor and the Company cannot agree on an alternative dispute resolution provider, an arbitrator will be appointed according to law.

g. Procedural Rules. Any arbitration proceeding under this agreement shall proceed under and be governed by the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act ("Act"), which is found at California Code of Civil Procedure section 1280 and following sections, including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery. In any arbitration proceeding under this arbitration agreement, all California rules of pleading (including the right of demurrer), all rules of evidence, all right store solution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed, unless Instructor and the Company agree otherwise. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with California Civil Code Section 47(b). The arbitrator's award(s) shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

h. Severability. If any term or provision or any portion of this Paragraph (the arbitration agreement) is deemed invalid or unenforceable, it shall be severed and the remainder of this arbitration agreement shall be enforceable. Under no circumstances shall this Paragraph be construed to allow arbitration on a Class Opportunity, collective, or other similar basis, however.

i. Review. Instructor confirms that Instructor has had time to read this arbitration agreement and ask the Company's representative or Instructor's legal counsel any questions Instructor had prior to signing this agreement.

j. Acknowledgment. BY SIGNING OR SELECTING THE DIGITAL CHECKBOX BELOW, INSTRUCTOR CONFIRMS THE FACT THAT INSTRUCTOR HAS READ, UNDERSTANDS, AND AGREES TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. INSTRUCTOR FURTHER UNDERSTANDS THAT THIS AGREEMENT REQUIRES THE COMPANY AND INSTRUCTOR TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF THEIR RELATIONSHIP WITH EACH OTHER, AND THAT INSTRUCTOR AND THE COMPANY ARE GIVING UP THEIR RIGHTS TO A TRIAL BY JURY.

2. Entire Agreement. This Agreement (and the various Class Opportunity issued hereunder) constitutes the complete agreement between the Company and Instructor with respect to the subject matter hereof, superseding any previous oral or written agreements, arrangements or understandings between the parties regarding these issues.
3. Amendments. Neither this Agreement nor any Class Opportunity may be amended except by a written instrument signed by both Parties.
4. Governing Law; Jurisdiction. This Agreement and all Class Opportunity 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. Subject to the arbitration provision above, the exclusive jurisdiction for any legal proceeding regarding this Agreement or any Class Opportunity shall be in and before the state or federal courts and arbitrators of California, and the parties expressly agree that jurisdiction and venue are proper in said courts or before said arbitrators. The choice of forum set forth in this Paragraph shall not be deemed to preclude the enforcement of any action under this Agreement in any other jurisdiction.
5. Remedies. Instructor acknowledges that there is no adequate remedy at law for its failure to comply with the terms of this Agreement or any Class Opportunity. Accordingly, in the event Instructor fails to comply with these terms, Instructor acknowledges and agrees that the Company shall have the right, without prejudice to any other rights or remedies available to the Company, to remedy any breach of this Agreement or any Class Opportunity through equitable relief by way of a temporary restraining order or preliminary injunction, and such other alternative relief as may be appropriate, without the necessity of posting any bond or surety, and such relief may be obtained in court pending selection of an arbitrator or completion of arbitration. In no event shall the Company be liable to Instructor for any special, indirect, consequential or punitive damages in any forum for any claim or loss arising out of or related to this Agreement or the Class Opportunity.

6. Attorneys' Fees. 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.
7. Assignment. As the Company has specifically contracted for Instructor's services, Instructor shall not assign any of its rights or delegate or subcontract any of Instructor's obligations under this Agreement or any Class Opportunity without the prior written consent of the Company.
8. Successors and Assigns. This Agreement and all Class Opportunity shall inure to the benefit of the successors and assigns of the Company, and shall be binding upon Instructor's heirs, successors, assigns and personal representatives, and each of their respective officers, directors, employees, agents and other associated with or acting on behalf of said persons. Any references to Instructor shall include its/his/her heirs, successors, assigns, personal representatives and each of their respective officers, directors, employees, agents and others associated with or acting on behalf of said persons.
9. Notice. Any notices required or permitted hereunder may be given to the appropriate party at any email address regularly used for contractual notices or by mailing to the street address provided by the Instructor. Notices shall be deemed effective upon receipt regardless of the method of transmittal or, if sent by certified mail, postage prepaid and return receipt requested, to the Instructor three (3) days after the date of mailing.
10. Severability; Judicial Modification. Each provision of this Agreement is intended to be 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 or are invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this Agreement shall be given full force and effect while being construed as if such invalid, illegal or unenforceable provision had not been 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, Instructor consents to judicial modification of such provision and enforcement to the maximum extent permitted by law.
11. Waivers. No provision in this Agreement may be waived unless such waiver is agreed to in writing signed by Instructor and by a duly authorized officer of the Company. No waiver by either party hereto of any breach by the other party of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time.
12. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party, and shall be deemed to have been drafted by both parties. Captions and paragraph headings are used for reference purposes only and should be ignored in the interpretation of this Agreement.

13. Representation and Acknowledgment. Instructor and the Company acknowledge that they have had the opportunity to consult with independent counsel of their own choice concerning this Agreement and they have done so to the extent they deem necessary, and that they have each read and understand this Agreement, are fully aware of its legal effect, and have entered into it voluntarily and freely based on their own judgment and not on any promises or representations other than those contained in this Agreement.
14. Copy of the Agreement. Instructor acknowledges that Instructor has received a fully executed copy of this Agreement.
15. Electronic Agreement: This Agreement is an electronic contract that governs the relationship between Company and Instructor. BY CHECKING THE BOX "I AGREE" THAT APPEARS BELOW, INSTRUCTOR ACKNOWLEDGES THAT INSTRUCTOR 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.