

GetFit 24, LLC

www.getfit24clubs.com

Membership Disclosures & Agreements

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than three days late. **SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN THREE DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE.** If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, MINDBODY, Inc, reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law. NOTE: Members paying monthly dues by E.F.T. are subject to \$10.00 per month increase of monthly dues if E.F.T. payment is stopped or changed.

AUTOMATIC RENEWAL PROGRAM: Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew for the rate indicated purchased. Renewal terms may be cancelled at any time provided a written notice is received 10 days prior. Notices must be sent by certified mail to the club's address or signed in person at the club. It is also understood that the club has the option to increase monthly renewal dues without notice during any renewal period not to exceed the indicated amount per month.

NONRENEWABLE MEMBERSHIP: This membership will expire on the indicated date, if applicable.

Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly membership dues by the amount of such increase.

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT.

REQUEST FOR PREAUTHORIZED PAYMENT

I/We hereby request the privilege of paying to MINDBODY, Inc and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account listed above. Subject to the following conditions:

1. The items outlined in Your Membership Agreement (monthly dues, annual fees, enrollment fees, etc.) shall be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, you authorize Mindbody or GetFit 24 to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account.
2. One-Time Transfers: When You provide a check as payment, you authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today's date.

3. By executing this Agreement, you acknowledge Your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations.

4. If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.

5. If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service "late" fee will be assessed and drafted.

6. By executing this Agreement, You authorize GetFit 24 and GetFit 24's agents, including its third party payment processing companies ("Mindbody"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying You of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement.

NOTICE OF CANCELLATION

(date of contract). You may cancel this contract for any reason at any time prior to completing a 12 month agreement if you purchased a membership contract. To cancel this contract you must deliver in person, manually, or by certified mail, return receipt requested, the signed and dated copy of this cancellation notice or any other written notice of cancellation, or send a telegram, to GetFit 24, at the address of any facility available for use by you not later than midnight of the third business day after the date on which the first service under the contract is available, and if the facility or service that is the subject of the contract is not available when the contract was signed, not later than midnight of the seventh business day after the date on which the first service under the contract is available.

ADDITIONAL MEMBERSHIP AGREEMENT TERMS

1. MEMBERSHIP PAYMENT AND TERMS

(1.1) Description of Services. This is a club membership agreement and not an optional services agreement such as personal training which is a separate agreement. This club membership agreement entitles Member to access the facility designated business hours. This club membership agreement provides Member access to cardiovascular, strength and conditioning machines. It also provides Member access to certain exercise classes if available at the facility.

(1.2) Rules, Regulations and Schedules. Member agrees to abide by the rules, regulations and schedules of GETFIT 24, LLC, which may be posted at a facility or issued orally, and which may be amended from time to time at GETFIT 24, LLC sole discretion. Upon joining, Member and or Buyer must pay the appropriate initial charges. At the sole discretion of GETFIT 24, LLC, a Member's membership may be revoked or suspended at any time if in the judgment of GETFIT 24, LLC: (a) Member consistently fails to observe the Rules and Regulations, (b) has otherwise behaved in a manner contrary to the best interests of GETFIT 24, LLC or any of GETFIT 24, LLC Members, (c) Member has instituted any type of legal action against GETFIT 24, LLC, including but not limited to civil actions, arbitrations and/or mediations, and/or (d) GETFIT 24, LLC has instituted any type of legal action including but not limited to civil actions, arbitrations and/or mediations against Member.

(1.3) Member's Obligation. Member and/or Buyer shall not be relieved of the obligation to make payments agreed to and no deduction from any payment shall be made because of Member's failure to use the GETFIT 24, LLC facilities. Dues are for the period stated in the Agreement. Members must conduct self-assessment daily and not enter the facility if they are exhibiting symptoms or have been exposed to Covid-19. Members may also not allow guests in the facility without GetFit 24's owners consent.

(1.4) Initiation Fee. There may be a one-time initiation fee which Member and/or Buyer shall be required to pay upon execution of the agreement and acceptance of these Terms and Conditions with GETFIT 24, LLC or as otherwise agreed to by GETFIT 24, LLC. This fee will change from time to time at GETFIT 24, LLC's discretion. This fee is nonrefundable. Resignation from GETFIT 24, LLC shall not terminate the obligation to pay the initiation fee in full. There will be no further initiation fee as long as the Membership has not terminated or expired.

(1.5) Monthly Dues, Annual Fee, and other Fees. Member or Buyer shall pay, in advance, monthly Membership dues as set forth in the agreement.

(1.6) Prepaid Membership Renewal Amount. If the Member has a prepaid Membership, then GETFIT 24, LLC will not increase the Initial Annual Renewal amount on page 1 of this agreement or what has been sold on the receipt, but may increase all subsequent annual renewal amounts. GETFIT 24, LLC will automatically renew all renewable memberships at subsequent renewal rate if membership is not canceled prior to expiration date. GETFIT 24, LLC has the right to add to the Prepaid Membership any tax imposed by the government.

(1.7) Form of Payment. Monthly dues and incidental charges are payable by Electronic Funds Transfer ("EFT") from the Member or Buyer's checking account, savings account, credit card account, or debit card account. Members or Buyers must authorize payments to be made through a third party administered electronic funds transfer system. Members or Buyers maintain full control and privacy over their accounts at all times, and the transfer of the funds affects only those fees that have prior authorization of the Member or Buyer. The transfer will take place automatically once every month

unless GETFIT 24, LLC notifies the Member or Buyer otherwise. If GETFIT 24, LLC does not collect Member's monthly dues using the form of payment provided by the Member or Buyer, then GETFIT 24, LLC may continue attempting to collect Member's monthly dues, plus any applicable fees, using the form of payment provided by the Member or Buyer.

(1.8) Dishonored Check or Credit Card. If any check, account debit, or credit card charge payable to GETFIT 24, LLC by Member and/or Buyer is returned, rejected or dishonored, GETFIT 24, LLC management shall, in each instance (a) assess a charge equal to any charge imposed by the financial institution, any costs and expenses incurred in connection with collection plus an administrative fee which may be adjusted from time to time, and (b) collect the current and past due balance owed GETFIT 24, LLC in any subsequent month.

(1.9) Limited Memberships. Memberships may be limited so that Members may have reasonable access to GETFIT 24, LLC facilities. It is to be expected that there may be occasional delays, especially during peak hours, in using the fitness equipment; or that Members may not always be able to attend preferred exercise classes. The availability of classes and equipment are subject to demand and are available on a first-come first-served basis.

(1.10) Unpaid Balances. All balances owed by Member and or Buyer that are 30, 60 and 90 days in arrears are subject to monthly service charges of \$15 per month in arrears. These fees may be adjusted from time to time. Any unpaid balances for membership fees, goods or services past thirty (30) days may result in suspension of membership privileges. Members and/or Buyer shall be obligated to pay any cost incurred by GETFIT 24, LLC for collection.

(1.11) Membership Term. The period covered by the first month's dues, as well as any additional days of Membership for which payment is received by GETFIT 24, LLC, are the "Paid Period" for the Dues Membership. The "Paid Period" after 12 months or dependable on membership is the term of this Membership Agreement. Your term is also based on the membership you have chosen, if you choose a membership with a contract, the term is 12 months. If purchased with no contract, it is at the end of the "Paid Period".

(1.12) TERMS AND CONDITIONS

1. All information and material of a personal or private nature that is acquired directly or indirectly from a buyer including but not limited to, answers to tests or questionnaires, photographs, or background information, shall be returned by the seller to the buyer by regular mail within thirty days after the expiration of the contract or after the expiration for any reason of the service to be rendered by the seller.

2. Performance of the contract will begin no later than thirty days from the date the contract is entered into.

3. CANCELLATION POLICIES:

A. If by reason of death or disability, the buyer is unable to receive benefits from the seller's services, the contract shall be proportionally divided by all of the days in which the facility was made available to the buyer as part of the contract offering, and the buyer shall be liable for payments only for that portion of the contract that can be attributed to the period prior to the buyer's actual death or

disability, exclusive of any period of time in which the facility was made available to the buyer free of charge as part of the contract offering, and the seller, within thirty days after receiving notice of the death or disability, shall return to the buyer or his representative the amount paid in excess of the proportional amount.

B. If the buyer relocates fifty miles or more from the facility operated by the seller or a substantially similar facility that would accept the seller's obligation under the contract and if the buyer gives the seller written notice that he intends to relocate and requests that the contract be terminated, the contract shall be proportionally divided by all of the days in which the facility was made available to the buyer as part of the contract offering, and the buyer shall be liable for payments for only that portion of the contract that can be attributed to the period prior to the buyer's actual relocation, exclusive of any period of time in which the facility was made available to the buyer free of charge as part of the contract offering, provided, that the seller may require and verify reasonable evidence of relocation, and the seller shall return to the buyer the amount paid in excess of the proportional amount. If paid-in-advance, the buyer will receive no payments at all.

(1.12.1) Written Requests. Memberships cannot be cancelled by phone or verbal conversation. Cancellation requests will only be honored if sent in writing or filled out at a GETFIT 24, LLC facility. All paperwork is deemed a request until GETFIT 24, LLC employee can validate paperwork and approve such cancellation. A cancellation that has been denied will be sent in writing back to Member along with reason of denial or instructions for acceptance and refund.

(1.12.2) Cancellation of Monthly Membership. (1.12.9.1) If you have a monthly payment membership, you may terminate this Membership Agreement by providing at least ten (10) days notice prior to the next bill date to GETFIT 24, LLC delivered (a) by U.S. mail to GETFIT 24, LLC at 523 Anchorage Rd Warsaw, Indiana 46580, or (b) have a cancellation request filled out at and signed at your facility. The termination will be effective at the end of the Paid Period, and you may continue to use the facility during the Paid Period GETFIT 24, LLC shall not charge your credit card or initiate any EFT payments which are scheduled to occur more than ten (10) days after the termination notice is received by GETFIT 24, LLC; provided, however, notwithstanding the foregoing, you shall still be liable for the full amounts of the AMF for the 12-month period in which you cancel your membership. If the termination cannot be processed prior to the scheduled date of the charge or transfer, GETFIT 24, LLC shall refund the debited amount, other than the annual fee if applicable.

(1.12.3) Cancellation of Prepaid Membership

(1.12.10.1) If you have a Prepaid Membership, you may not terminate it during the Paid Period (or receive a refund), unless specifically stated above. If you do not renew your Prepaid Membership by the renewal date, your Prepaid Membership automatically expires.

(1.13) Refunds. Refunds, if applicable, shall be made within fifteen (7) days of receipt of notice of cancellation.

(1.14) Change of Membership Type. Any membership can be changed by buying a new membership at the standard price and canceling the previous membership.

(1.15) Freeze Policy. Member should consult with Member's GETFIT 24, LLC facility. GETFIT 24, LLC reserves the right to adjust this freeze policy from time to time at its sole discretion. All requests must be

submitted at least ten (10) days prior to Member's next billing date period. Retroactive freezes will not be accepted. Certain fees may apply to any freeze of a Member's membership.

(a) If Member is unable to use the GETFIT 24, LLC facilities, Member may request a freeze of his or her membership for 1 month per year.

(b) Notices must be sent by certified mail to the club's address or signed in person at the club.

(1.16) Buyer's Indemnity. Buyer assumes full responsibility for any person who becomes a Member under the Agreement and these Terms and Conditions and shall indemnify GETFIT 24, LLC, its affiliates, agents and employees against any and all liability incurred by such Member during his or her use of any and all GETFIT 24, LLC facilities.

2. MEMBER RISK. Member and Member's guests shall hold GETFIT 24, LLC harmless from any loss, theft, cost, claim, injury, damage or liability ("Damages") incurred as a result of the use of a GETFIT 24, LLC facility and any other membership activities, except such Damages which result from the willful misconduct or gross negligence of GETFIT 24, LLC, its affiliates, agents or employees.

(2.1) Member's Health Warranty. Member and Buyer represent that Member is in good health and has no disability, impairment, injury, disease, or ailment, preventing him or her from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise. Member assumes full responsibility for his or her use of a GETFIT 24, LLC facility and shall indemnify GETFIT 24, LLC, its affiliates, agents and employees, against any and all Damages arising out of Member's use of the facilities except as otherwise set forth in these Terms and Conditions. Physical examinations by Member's physician are recommended for members before commencing any exercise program, and especially for Members who are at risk, including but not limited to elderly or pregnant Members, or Members unaccustomed to physical exertion, or who have physical limitations, a history of high blood pressure, heart problems or other chronic illnesses, or members who have a history of heart disease.

(2.2) Medical Disclaimer. Member has been informed and acknowledges that GETFIT 24, LLC has made no claims as to medical results that can or may be obtained through use of any GETFIT 24, LLC facility. GETFIT 24, LLC has neither suggested nor will it suggest any medical treatment to Members. Only licensed medical professionals are qualified to give medical advice. Member represents that there is no medical or physical conditions that would preclude the use of GETFIT 24, LLC facilities and each Member further represents that he or she has not been instructed by any physician not to use GETFIT 24, LLC facility or any similar facility.

(2.3) Activity Risk. Any strenuous athletic or physical activity involves certain risks. Member and Member's guests assume the risk of any all accidents or injuries of any kind that may be sustained by, or in connection with, use of the facilities and release, hold GETFIT 24, LLC harmless, discharge and absolve GETFIT 24, LLC, its agents and employees from any and all Damages or responsibility except if such accident or injury is the result of willful misconduct or gross negligence of GETFIT 24, LLC, its affiliates, agents or employees.

(2.4) Loss of Property. Members and Member's guests are urged not to bring valuables onto the premises of a GETFIT 24, LLC facility. GETFIT 24, LLC shall not be liable for the disappearance, loss, theft,

or damage to personal property, including money, negotiable securities or jewelry of Member or Member's guests.

(3) GENERAL PROVISIONS

(3.1) Members and Guests Rules. Members and Member's guests shall abide by GETFIT 24, LLC rules and regulations and any amendments and/or modifications thereto which may be made from time to time by GETFIT 24, LLC at GETFIT 24, LLC sole discretion.

(3.2) Proof of Membership. Member shall receive one membership card (included with Member's membership) (the "Key Fob Entry") from GETFIT 24, LLC and must present it to the reception desk personnel each time Member enters a GETFIT 24, LLC facility. Lost membership cards will be replaced for a fee of ten dollars, which may be adjusted from time to time. The card must be replaced if lost. Member is required to notify GETFIT 24, LLC immediately of the loss of his or her Membership Card, and the Membership Card must be replaced by Member. Membership privileges are limited to the person in whose name the membership is issued. Improper use of the membership will result in confiscation of the Membership Card and can result in immediate cancellation of Member's membership. A Member wishing to use GETFIT 24, LLC facilities without his or her Membership Card will be required to provide proof of identity. (valid driver's license)

(3.3) Independent Contractors. From time to time, GETFIT 24, LLC may make the services of independent contractors available to Member or Member's guests. GETFIT 24, LLC does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available to Member or Member's guests for a period of time.

(3.4) Member Guests. Member's guests are permitted in GETFIT 24, LLC, but only pursuant to such rules, regulations, fees, schedules for guests as then may be in effect. GETFIT 24, LLC reserves the right to limit the number of times any one guest can use a GETFIT 24, LLC facility and reserves the right to exclude any Member's guests whose use of the facility, in the sole opinion of GETFIT 24, LLC, would be detrimental to GETFIT 24, LLC or any of its members. All Member's guests must register at the front desk with valid identification.

(3.5) Reciprocity and Use Privileges. Regular memberships allow access only to GetFit 24 Gyms and fitness clubs associated with GetFit 24, LLC.

(3.6) Change in Membership Information. Member must promptly notify Fit Ad- dition, LLC in writing of any changes in his or her billing information, address or telephone number. Notwithstanding anything else contained herein, all communications from GETFIT 24, LLC to Member shall be presumed to have been received by Member within five (5) business days after mailing to Member's address on file with GETFIT 24, LLC at the time of the mailing.

(3.7) Change in Facilities and Operating Hours. As a result of repair, maintenance or special occasions, GETFIT 24, LLC may be required to restrict the use or temporarily close one or more GETFIT 24, LLC facilities or halt a GETFIT 24, LLC activity from time to time. There will be no reduction , suspension, abatement, or apportionment of membership fees or other charges during such time when the abovementioned occurs. GETFIT 24, LLC's hours of operation may be modified from time to time without prior notice to Member. GETFIT 24, LLC reserves the right to change the facility from time to

time, to eliminate some facilities and services, to add others, to add, modify and/or eliminate programs, activities, classes or equipment at GETFIT 24, LLC sole discretion.

(3.8) Special Events. GETFIT 24, LLC may from time to time reserve the use of its facilities for special events, competitions and private functions.

(3.9) Closing of GETFIT 24, LLC Facility. It is anticipated that a part of a part of the facility or the entire facility will be temporarily unavailable from time to time while repairs or renovations take place. Management will make every effort to minimize any disruption to members during these periods, and if possible, to schedule any work during offhours or summer months. GETFIT 24, LLC may be closed for holidays, and may be closed periodically for renovations. GETFIT 24, LLC may also offer members the use of other conveniently located GETFIT 24, LLC facilities during the period of unavailability.

(3.10) Interruption of Services. In case of a long term interruption of service (e.g. fire), GETFIT 24, LLC reserves the right to: (a) freeze memberships and add the lost time once service resumes; (b) transfer the member to another similar GETFIT 24, LLC facility within a five-mile radius. In the event that an act of God (hurricane, earthquake, national emergency, etc.) causes more than a temporary closing of GETFIT 24, LLC facility, Member's obligations under the Agreement and these Terms and Conditions will be suspended until such time as use of the facility can be resumed. Obligation for contractual dues will otherwise not be affected unless a GETFIT 24, LLC facility cannot reopen within one year of the interruption of service.

(3.11) Non-Discrimination. GETFIT 24, LLC represents that it will not discriminate against any person because of sex, race, creed, age, color, national origin, sexual orientation, or ancestry in considering applications for memberships. The minimum age for GETFIT 24, LLC membership is eighteen (18), unless parental permission and GETFIT 24, LLC consent is given and approved by GETFIT 24, LLC at GETFIT 24, LLC sole discretion.

(3.12) Children's Use. All children under eighteen (16) may not use our facility without consent for any purpose.

(3.13) Group Exercise Policies. Each class is limited to a set number of participants. Members should not enter a class late without the instructor's consent. No one will be admitted ten (10) minutes after the scheduled class time. If Member is just starting a group fitness program or has an injury, prenatal conditions or problem that may prevent full participation, please discuss this with the group fitness instructor at least five (5) minutes before class. Proper clothing and footwear must be worn in all group fitness classes. GETFIT 24, LLC reserves the right to change the group fitness schedule at any time including the addition or deletion of classes, as well as changes in instructors, class times and length of classes. GETFIT 24, LLC reserves the right to change group fitness policies when necessary and require advanced reservations for heavily attended classes. Reservations may be released within five (5) minutes prior to the scheduled class time and Member may enter on a walk in basis provided there are openings in the class. Member's attending a class shall, in addition to the Terms and Conditions, follow any rules promulgated by such class' instructors.

(3.14) Personal Training. In addition to these Terms and Conditions, any and all personal training provided by GETFIT 24, LLC shall be pursuant to any additional terms and conditions set forth in a separate personal training contract entered into by a Member and GETFIT 24, LLC. Use of personal

trainers not approved by GETFIT 24, LLC is prohibited at all GETFIT 24, LLC facilities. Member may not train other members or guests, conduct business activity or solicit any business at any GETFIT 24, LLC facility unless approved by GETFIT 24, LLC Owners. Any violation of this policy may result in legal action as well as forfeiture of any remuneration received by a Member or guest for such services.

(3.15) Changing the Rules and Regulations. GETFIT 24, LLC may at its sole discretion change these Terms and Conditions at any time.

(3.16) Entire Agreement. The Agreement, these Terms and Conditions, and all rules and regulations of GETFIT 24, LLC, as revised from time to time, constitute the entire and exclusive agreement between GETFIT 24, LLC and Member, and supersedes all prior promises, representations, understandings and/or agreements relating to this membership purchase. The Agreement may be modified only by an instrument in writing; however, GETFIT 24, LLC or any assignee of the Agreement is authorized to correct patent errors in the Agreement (and in other related documents) and Member and/or Buyer may verbally authorize payment of the outstanding balance of the membership fee by the automatic payment plan. GETFIT 24, LLC may void the Agreement if it is not completed by a GETFIT 24, LLC employee in accordance with the current pricing and payment programs, or if there has been any misrepresentation by Member. No written alterations or amendments to the Agreement and/or these Terms and Conditions shall be valid and GETFIT 24, LLC employees are not authorized to make any changes written and/or verbal, additions or modifications to this Agreement. If you have any questions regarding this Agreement or these Terms and Conditions please contact GETFIT 24, LLC Member Services at your assigned club or email GETFIT 24, LLC at info@getfit24clubs.com

(3.17) Governing Law. Governing Law. This Membership Agreement shall be interpreted under the State laws of the assigned home club. Any litigation under this Membership Agreement shall be resolved in the courts in the State of the where GetFit 24 is located.

(3.18) Contact. Member affirms, acknowledges and attests that Member's mailing address, telephone number, cellular telephone number and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that GETFIT 24 and MINDBODY, Inc, including its agents and affiliates, may contact Member at any mailing address, telephone number, cellular telephone number or e-mail address set forth on the face of this agreement, or subsequently provided by Member to GETFIT 24 and/or MINDBODY, Inc.

(3.19) Arbitration. Member agrees that any dispute, controversy, or claim arising out of or relating in any way to the Membership Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Membership Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with GetFit 24 contracts in order to perform its obligations or exercise its rights under this Membership Agreement, including without limitations, its third party payment processor, which is currently MINDBODY, Inc.

MEMBER UNDERSTANDS AND AGREES THAT THE MEMBER AND THE CLUB ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.

GETFIT 24, LLC

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