

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Membership Privileges, Notices, Disclosures & Agreements

RENEWAL PROGRAM OPTIONS:

AUTOMATIC EFT MONTH-TO-MONTH EXTENSION PROGRAM: Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the term membership will automatically extend on a month-to-month basis, for the rate indicated. Extended month-to-month memberships may be cancelled at any time and for any reason provided (1) a 30-day written notice from receipt by US Mail, preferably via certified or registered mail, to ABC Financial Services, LLC, Client Services, PO Box 6800, Sherwood, AR 72124 or email at customercare@abcfinancial.com, or (2) 30-day written notice delivered in person to the CLUB at: The Workout Club 16 Pelham Rd, Salem, NH 03079.

It is also understood that the club has the option to increase month-to-month EFT dues without notice during any extension period by \$5.00 of each individual member's scheduled dues or 25%, the greater thereof. Provided member is not in default, member may retain use of all privileges and lock their rate to its current price by renewing on or before the Membership Anniversary Date for an additional period of 12 months.

PRE-PAID TERM MEMBERSHIP:

This membership will expire on the indicated date.

CANCELABLE MEMBERSHIP: Cancellation requires 30 day notice in writing, delivered in person to: **ATTN: General Manager, 16 Pelham Rd, Salem, NH 03079**, or by certified or registered mail, to **ABC Financial Services, LLC, Client Services, PO Box 6800, Sherwood, AR 72124** or email at customercare@abcfinancial.com, prior to the next billing cycle.

Annual Fee: In order to keep our rates as competitive as possible, WCWC charges an Annual Fee of the indicated amount per member, per year. This fee also helps to subsidize club enhancements, maintenance and capital improvements. WCWC reserves the right at its sole discretion to increase the Annual Fee by up to an additional \$10.00 per member, per year. Members shall be automatically drafted the Annual Fee on their below listed billing account. All term and open end month-to-month EFT members' accounts will be drafted each year 3 months after startup date, and then every year on the same date thereafter.

Accounts that are insufficient for two (2) consecutive drafts will automatically cancel with all unpaid dues plus associated late fees and collection costs being escalated and due immediately. All open end month-to-month EFT contracts shall continue to be billed indefinitely unless given proper written notice of cancellation provided the original contract obligation has been met.

By signing below, I consent to receive calls, emails, and texts from Workout Club, including information concerning my membership, special offers from Workout Club, and advertising and telemarketing messages. Calls and messages may be sent to me through an automatic telephone dialing system or an artificial or prerecorded voice. Signing this consent is NOT a condition of membership or a condition of purchasing any property, goods, or services from Workout Club. I may unsubscribe from future emails at any time by sending an email to WCWC with my request.

WAIVER: The use of the facility at WCWC naturally involves the risk of injury to yourself or your guest, whether you or someone else causes it. This risk includes but is not limited to (a) injuries arising from the use of any WCWC centers or equipment, including any accidental or "slip and fall" injuries; (b) injuries arising from participation in supervised or unsupervised activities and programs; (c) injuries or medical disorders resulting from exercise at a WCWC center including but not limited to heart attacks, strokes, heart stress, sprains, broken bones and torn muscles or ligaments; and injuries resulting from the actions taken or decisions made regarding medical or survival procedures, and (d) injuries arising from exposure to highly contagious bacterial

and viral diseases, including without limitation the 2019 novel coronavirus disease ("COVID-19"). As such, you understand and voluntarily accept this risk and agree that WCWC will not be liable for injury, including without limitation, personal, bodily or mental injury, economic loss or damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence or other acts of anyone else using WCWC while you using or present at a WCWC. I waive any and all claims or actions that may arise against the WCWC. If there is any claim by anyone based on injury, loss or damage described here, which involves you or your guest, you agree to 1) defend WCWC against such claims and pay WCWC for all expenses relating to the claim and

2) indemnify WCWC for all liabilities to you, your spouse, guests, relatives or anyone else resulting from such claims. The member or guest will defend and indemnify WCWC for any negligence EXCEPT the sole negligence of the club. This agreement is not effective until you sign it. By signing below, you agree to the terms above.

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

YOU THE BUYER MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF CLUB'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO: ATTN: GENERAL MANAGER, 16 PELHAM RD, SALEM, NH 03079. (BASED ON SIGNED DATE OF PURCHASE BELOW.) WRITTEN NOTICE CAN BE MAILED TO ABC FINANCIAL SERVICES, LLC, PREFERABLY BY CERTIFIED OR REGISTERED LETTER, OR DELIVERY OF A NOTICE IN PERSON TO THE CLUB WITHIN THE CANCELLATION PERIOD. THE CLUB WILL PROVIDE A RECEIPT FOR IN PERSON DELIVERY OF NOTICE.

***NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT. ALSO, DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.**

STATE LAW REQUIRES THAT THIS HEALTH CLUB REGISTER WITH THE BUREAU OF CONSUMER PROTECTION AND ANTITRUST OF THE DEPARTMENT OF JUSTICE AND MAY REQUIRE THAT THIS CLUB POST A BOND TO PROTECT CUSTOMERS WHO PAY IN ADVANCE FOR MEMBERSHIP OR SERVICES IN THE EVENT THIS CLUB CLOSES. YOU SHOULD ASK TO SEE EVIDENCE THAT THIS CLUB HAS EITHER POSTED A BOND IN COMPLIANCE WITH THE LAW OR HAS BEEN EXEMPTED FROM THIS REQUIREMENT BY THE ATTORNEY GENERAL BEFORE YOU SIGN THIS CONTRACT. IF THIS CLUB HAS NOT POSTED SUCH A BOND, AND YOU PAY THIS HEALTH CLUB FOR MORE THAN ONE MONTHS MEMBERSHIP OR SERVICES IN ADVANCE, THEN YOU ARE PAYING FOR FUTURE SERVICES, AND YOU MAY BE RISKING THE LOSS OF YOUR MONEY IN THE EVENT THAT THE CLUB CEASES TO CONDUCT BUSINESS.

I represent that I am in good physical condition and I have no disability or impairment preventing me from engaging in active or passive exercise or that would be detrimental to my health. The undersigned states that he/she has read and understands the Membership Rules and Regulation of The WORKOUT CLUB and Wellness Center, and agrees to be bound by such terms and conditions and acknowledges that he/she has received a copy of these rules. Acceptance and approval by The WORKOUT CLUB and Wellness Center constitutes a contract between the parties granting the applicant all rights and privileges afforded a club member under the current terms and conditions. This legally binding agreement represents the complete understanding between the member and The WORKOUT CLUB and Wellness Center. No representations, written or oral, other than those contained within this agreement are authorized or binding on The WORKOUT CLUB and Wellness Center. **YOU, THE BUYER, ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.**



REQUEST FOR PREAUTHORIZED PAYMENT

I/We hereby request the privilege of paying to ABC Financial Services, LLC ("The Company"), Sherwood, AR 72124, 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 the Company 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. If the regular payments set forth in the Membership Agreement should vary in amount, You are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, You choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment You have made.
4. By executing this Agreement, You acknowledge Your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for Your review at the Company's website: www.abcfinancial.com under terms and conditions.
5. The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
6. If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.
7. If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee will be assessed and drafted. A late fee will be assessed and drafted should any monthly payment become past due.
8. By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), 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.
9. This preauthorization payment arrangement shall apply to the following Applicant(s): _____

REGISTRATION (CHECK-IN): All Members receive a WORKOUT CLUB and Wellness Center Membership card. A Member may gain access to the Club upon presentation of a valid Membership card only. There is a replacement charge of \$5 for a lost or stolen Membership card.

MEMBER'S GUEST: All guests must be accompanied by a member and are required to register at the reception desk. The guest fee is \$15.00 per visit and must be paid prior to the guest's admittance to the club. All Club policies and procedures are applicable to the Member's guest.

ATTIRE AND EQUIPMENT: Proper attire is required for all participants using the Facilities. Shirts and shoes are required in the exercise room(s). No jeans, sandals,

street pants or work boots allowed. Children under age 13 must be accompanied by an adult and are not permitted to use the exercise equipment.

LOCKERS: Day lockers are provided for Members and their guest's daily use. Guests may be asked to present an acceptable I.D. in exchange for a locker. WORKOUT CLUB and Wellness Center does not guarantee locker security. Member acknowledges that the Club will not accept responsibility for theft or damages to personal property left in the locker or in the Club or its property, whether the locker is a rental or a day-locker. Locks will be removed if personal property is left overnight. Workout Club and Wellness Center reserves the right without any liability to remove any belongings left overnight in non-rental lockers. Locker rental fees are non-refundable.

ADMITTANCE: The Club reserves the right, at its sole discretion, to terminate a Membership or deny access to the facilities by any individual in violation of any policies, procedures, provisions or guidelines including behavior deemed inappropriate by a Director or Club Manager without compensation to the member.

RIGHTS TO TRANSFER: Membership is fully transferable in which case the individual to whom you transfer this Membership shall take over financial responsibility for the remaining term subject to registration fee.

MEMBERSHIP POLICY: Membership in good standing entitles use of the Facility seven (7) days a week or other such hours may which be established by the Club from time to time. Not all programs and facilities may be available at all times.

MEMBERSHIP CHANGES: The Club reserves the right to add, alter or rescind Club policies and procedures, programs and classes, as well as, close any area of the Club for new construction, repairs and maintenance, or special occasions such as tournaments, meets or practices, acts of God, flood, fire, earthquake, epidemic, pandemic, or explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or actions, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns, or other industrial disturbances, shortage of adequate power or transportation facilities, and other events beyond the control of the Club, without compensation to the Member.

MEMBERSHIP SHORT TERM FREEZE (NOT TO EXCEED 3 MONTHS): The WORKOUT CLUB & Wellness Center, Inc. will grant a Member a freeze on his or her Membership account for a period not to exceed three (3) months per contract year. A fee of ten dollars (\$10.00) per month per member will be applied to the account. Member may freeze account by calling ABC Financial Services, LLC at 1-888-827-9262 or by e-mail to customercare@abcfincial.com. Please note that your obligations under this Agreement will continue for twelve months of active Membership, and your obligations will automatically resume once the freeze term has ended. If You pay by preauthorized EFT, ABC Financial will commence such transfers beginning at that time.

MEMBERSHIP LONG TERM FREEZE/MEMBER SHIELD PROGRAM: The WORKOUT CLUB & Wellness Center, Inc. will grant a Member a freeze on his or her Membership account for a period of between four (4) and six (6) months. A fee of five dollars (\$5.00) dollars per month per member will be applied to the account. Member may freeze account by calling ABC Financial Services, LLC at 1-888-827-9262 or by e-mail to customercare@abcfincial.com. Please note that your obligations under this Agreement will continue for twelve months of active Membership, and your obligations will automatically resume once the freeze term has ended. If You pay by preauthorized EFT, ABC Financial will commence such transfers beginning at that time. REQUESTS FOR LONG TERM FREEZES WILL BE ACCEPTED UNTIL APRIL 30, 2021. ALL LONG TERM FREEZES WILL EXPIRE ON AUGUST 31, 2021.

ANNUAL FEE: In order to keep our rates as competitive as possible, WCWC charges an indicated amount per member, per year. This Annual Fee also helps to subsidize club enhancements, maintenance and capital improvements. WCWC reserves the right at its sole discretion to increase the Annual Fee by up to an additional \$10.00 per member, per year. Members shall be automatically drafted the Annual Fee on their below listed billing account. All term and open end EFT members' accounts will be drafted each year 3 months after startup date, and then every year on the same date thereafter.

MEMBERSHIP RATE CHANGES: WORKOUT CLUB and Wellness Center reserves the right to change Membership rates at any time.

HOURS: The Club may be used by Members only during posted hours of operation. The Club reserves the right to alter hours without prior notice, and to inform Members of the changes by posting notice thereof. The Club also reserves the right to close the Facility up to one week per year for the purpose of renovation or upgrades, without compensation to the Member.

LOSS OR DAMAGE TO MEMBER'S PERSONAL PROPERTY/BELONGINGS/VEHICLE: Valuables and other personal property left anywhere in or outside the Club are left at the sole personal risk of the Member. The Club advises all Members and guests to keep their valuables on their person or in their control at all times. The Club maintains a lost and found area. All items maintained for a reasonable time and not claimed will be donated to charity. The Club shall be held harmless for losses incurred

in club parking lot. Member acknowledges that the Club will not accept responsibility for theft or damages to personal property left in the locker or in the Club or its property. The Club suggests that Members do not bring valuables to the Club premises. WCWC and or its representatives at no time assumes liability for theft that may occur in or on the owner's premises or associated parking area. Member agrees and fully understands that they are personally responsible for the safe keeping of their own personal property, vehicles and belongings. The Club, corporation owning the Club or employees shall not be responsible for damaged, lost or stolen property of any Member. Member agrees to indemnify and hold WCWC and its representatives harmless by any loss that the member may sustain while utilizing the club.

REJOINING AFTER TERMINATION: Members who terminate Memberships, or who do not renew within 30 days of their contract expiration date, and subsequently wish to rejoin the Club must pay the full enrollment fee, as well as any outstanding fees they may owe.

CONDUCT: Members shall conduct themselves in a quiet, well-mannered fashion when at the Club. The Club reserves all rights to revoke or terminate this Membership if Member fails to comply with any rules or conditions and no part of Member's payments shall be refunded. Member agrees they are responsible for any damages caused by them to the facilities and equipment of the gym.

TERMINATION OF MEMBERSHIP: A Membership may be cancelled by the Workout Club and Wellness Center or suspended for any period of time by the management with or without cause in its sole and exclusive discretion. Any Member or guest found maliciously or willfully destroying or abusing the facilities of the Club will be subject to immediate expulsion without refund of enrollment fees or prepaid dues, and the member shall be liable to the Workout Club and Wellness Center for all damages resulting from such actions. Termination by the Workout Club and Wellness Center does not relieve the Member contract obligation. All debts and bills due to the Workout Club and Wellness Center are immediately due in full.

HEALTH ADVISORY: The Club urges you and all Members to obtain a physical examination from doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be Member's entire responsibility at own risk, and the Club shall not be liable to Member for any claims, demands, injuries, damages, or actions arising due to injury to Member's person or property arising out of or in connection with the use by member of the services, facilities, and premises of the Club. Member hereby holds the Club, its officers, owners, agents and employees harmless for any such injuries or claims may occur. Member hereby assumes all risk associated with Club Facility, waives all rights and rights of Member's heirs, administrators, executors, successors, and assigns and hereby agrees to release the Club and indemnify the Club against any and all claims including, but not limited to, personal injury including bodily injury or death whether or not based on the acts or omissions of the Club, arising out of or in any way connected with the use of Club Facilities by Member.

Member hereby consents to receive medical treatment deemed necessary if Member is injured or requires medical attention during Member's participation in any activity at the Club. Member understands and agrees that Member is solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. Member hereby releases, forever discharges, and holds harmless the Club from any claim based on such treatment or other medical services.

PERSONAL TRAINING: The WORKOUT CLUB and Wellness Center offers a vast array of programs conducted by certified personal trainers and fitness instructors. Member may not bring a personal trainer into the Club who is not a Club employee. Fitness Assessments and personal training sessions must be scheduled in advance

ENROLLMENT FEE: This is a sum of money charged at the initiation of your Membership for the incurred costs including, but not limited to, advertising, administration, commissions, and orientation. Any enrollment fee shall not exceed 100 percent of an annualized monthly fee. No renewal enrollment fee will be charged if Membership is renewed within thirty (30) days of expiration date. If Membership is not renewed within the thirty (30) day period, enrollment fee at the present time will be charged.

LENGTH OF PRE-PAID TERM MEMBERSHIP CONTRACT & RENEWAL RIGHTS: No pre-paid term contract shall be for a term of more than one year nor shall it automatically renew. The only exception is if the club provides free months. All renewals must only be accepted by the Member signing a new written Membership contract no earlier than ninety (90) days from the original Membership contract expiration date. The annualized price of any subsequent term contract or other Membership option may not exceed the annualized price of the original Membership contract by more than 25 percent

MONTH-TO-MONTH CANCELABLE CONTRACTS: Month-To-Month contracts are available and offer the same access to health club facilities and services that term contracts offer. A Buyer may cancel a month-to-month Membership option with proper written notice as specified below provided that the original contract obligations have

been met, for any reason, and have no further obligation to the Workout Club and Wellness Center. The annualized price of a month-to-month Membership shall not exceed the annualized price of any term contract the Club offers by more than 25 percent. **EFT AUTOMATIC EXTENSION:** Upon reaching your anniversary date of your term Membership, your membership will continue to be billed indefinitely on a month-to-month basis for your convenience. If you wish to cancel your month-to-month membership, you may do so by providing a 30 day written notice which must either be (1) received by ABC Financial Services, LLC, 30 days prior to the next billing period, delivered in writing to ABC Financial Services, LLC, Client Services, PO Box 6800, Sherwood, AR 72124 or email at: customercare@abcfinancial.com, or (2) delivered to the Club in person. The notice period begins from ABC Financial or the Club's receipt thereof, not from the date of mailing.

CANCELLATION RIGHTS FOR MONTH-TO-MONTH EFT CONTRACT DURING CONTRACT OBLIGATION PERIOD OF A TERM MEMBERSHIP: A 30 DAY WRITTEN NOTICE MUST BE

RECEIVED 30 DAYS PRIOR TO THE NEXT BILLING PERIOD. THE NOTICE PERIOD BEGINS FROM ABC FINANCIAL SERVICES, LLC'S RECEIPT THEREOF, NOT FROM THE DATE OF THE MAILING. EFT CANCELLATIONS FOR MONTHLY PAYMENTS FOR TERM MEMBERSHIP ARE ONLY ALLOWED FOR ONE OF THE FOLLOWING FOUR CONDITIONS.

1. In the event of the Member's death, the Member's estate may cancel the contract for health club services.
2. In the event the Member becomes disabled, the health club may require that the disability be confirmed by an examination of a physician agreeable to the Member and the Club. In the aforementioned event, the member will be subject to a cancellation fee per member, not more than 25 percent of the pro rata cost of unused services on all contracts, not to exceed \$250.
3. In the event Member changes their residence more than 25 miles from the Workout Club and Wellness Center or any other WCWC affiliated facility (i.e. IPFA Club) Member must provide proof of change of address. In the aforementioned event, the member will be subject to a cancellation fee per member, not more than 25 percent of the pro rata cost of unused services on all contracts, not to exceed \$250.
4. A member may terminate the membership for any reason by paying a \$250 early cancellation fee per member, or by paying the balance owed for the Membership obligation, the lesser thereof.

CROSSOVER USAGE: Unless otherwise noted, membership rights include use of only the primary Club at which the member joined, as governed by the particular type of Membership purchased. Since individual locations may be separately owned or incorporated, all Members should determine their own primary Club of use as certain amenities and Membership privileges may vary from Club to Club. Additional fees for crossover usage may apply. See club for details.

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 ten days late. A SERVICE FEE WILL BE CHARGED IMMEDIATELY FOR ANY CHECK, DRAFT, CREDIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON. SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN TEN 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, ABC Financial Services, LLC, 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 dues by EFT are subject to \$5.00 per invoice increase of monthly dues if EFT payment is stopped or changed. This will not affect any other provisions of this agreement.**

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 The Workout Club and ABC Financial Services, LLC, 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 The Workout Club and/or ABC Financial Services, LLC.

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. The place of the arbitration shall be in the city of your club location and the State of your club location law shall apply. In the event of a claim arising out of or relating in any way to the Membership Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after

two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with whom the Club 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 ABC Financial Services, LLC.

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. NEITHER THE MEMBER NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

E-SIGN CONSENT: Certain laws and regulations may require The Workout Club and/or ABC Financial Services, LLC, to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that The Workout Club and/or ABC Financial Services, LLC, may provide Member. Member's consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting The Workout Club and/or ABC Financial Services, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of The Workout Club and/or ABC Financial Services, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with The Workout Club and/or ABC Financial Services, LLC, and to promptly notify The Workout Club and/or ABC Financial Services, LLC, of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of The Workout Club and/or ABC Financial Services, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that they must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that they may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then The Workout Club and/or ABC Financial Services, LLC, will notify Member following such material modification. **By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view and receive the Documents electronically, and that Member has provided a valid and active email address to The Workout Club and/or ABC Financial Services, LLC.**

CONSUMER'S RIGHT TO CANCELLATION

You may cancel this Contract without penalty or further obligation by causing a written notice of your cancellation to be delivered in person or postmarked by US mail within (3) business days of the date of this Contract or the date of your receipt to the address specified on this Contract.

Other than the Cancellation Rights listed above, submittal of request in no way constitutes an approved cancellation. Final approval shall be determined by The Workout Club's authorized third party billing company, ABC Financial Services, LLC as governed by your membership contract. A request for cancellation will be automatically declined if the Membership Billing Account is not current of all outstanding dues and fees. Request for cancellation must be delivered in person or sent by certified mail to the club address on this agreement.

PLEASE NOTE: Submission of a Request to Cancel to ABC Financial does not in itself constitute a valid or approved cancellation. In order for a membership cancellation to be approved, member must be in good standing and must meet all the terms and conditions of cancellation listed on the membership agreement. Verification of cancellation must be approved and confirmed by ABC Financial in writing.

In addition to the notice, all contract forms, Membership cards, and any other documents or evidence of Membership previously delivered to the Member, must be returned. If above notice is delivered, the Member shall be entitled to a receipt. If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Recovery by the Member shall not exceed the total amount paid by the Member to the club pursuant to this contract. If the third operating day falls on a

Sunday or holiday, notice is timely given if it is mailed or delivered as specified in this notice on the next operating date. Refunds must be made within fifteen (15) days of receipt of cancellation notice to ABC Financial Services, LLC or the Club, as the case may be. "Operating Day" means any calendar day on which patrons may inspect and use the Club's Facilities and services during a period of at least eight hours, except holidays and Sunday.

ADDITIONAL BUYER'S RIGHTS NH RSA358-I:6

- I. Every seller of a prepaid health club services contract shall:
 - (a) Refund to the buyer the pro rata cost of any unused services, within 15 days after request therefore, if:
 - (1) The buyer is unable to receive benefits from the seller's services by reason of death or disability. The health club may require that the disability be confirmed by an examination of a physician agreeable to the member and the health club; provided, however, that this subparagraph shall not operate to prevent the buyer from proving the disability in a judicial proceeding; or
 - (2) The seller relocates his facility more than 8 miles from its present location, or the services provided by the seller are materially impaired.
 - (b) Refund to the buyer the pro rata cost of any unused services under all contracts between the parties, within 15 days after request therefore, if the aggregate price of all contracts in force between the parties exceeds \$1,000. Provided, however, if the contract so provides, the seller may retain a cancellation fee of not more than 25 percent of the pro rata cost of unused services on all contracts, not to exceed \$250.
 - (c) Refund to the buyer the pro rata cost of any unused services within 15 days after the club ceases operation.
- II. Upon the occurrence of any of the circumstances enumerated in subparagraphs I(a) or (b) or (c) of this section, the buyer or his estate shall be relieved of any further obligation for payment under the contract not then due and owing.

**The rules and regulations contained herein are not all inclusive.
Member agrees to follow Club rules as promulgated from time to time.
Violation of these rules may be the cause for suspension or cancellation of membership.**

Medical Clearance Form

Physical Activity Readiness Questionnaire (PAR Q and YOU)

PAR Q is designed to help you help yourself. Many health benefits come along with exercise! For most people, physical activity should not pose any problem or hazard. PAR Q. has been designed to identify the small number of people for whom physical activity might be inappropriate or who should have medical advice concerning the type of activity most suitable for them.

Common sense is your best guide in answering these questions. Please read them carefully then check YES or NO opposite the question as it applies to you.

1. Has your doctor ever said you have heart trouble?
2. Do you frequently have pains in your heart or chest?
3. Do you often feel faint or have spells of severe dizziness?
4. Has a doctor ever said your blood pressure was too high?
5. Has your doctor ever told you that you have bone or joint problems that can be aggravated by exercise?
6. Is there a good physical reason not mentioned here as to why
You should not follow an activity program even if you wanted to?
7. Are you over age 65 and not accustomed to vigorous exercise?

If you answered "NO" to all of the above questions, please read and sign the following:

"I have read and answered the previous questions honestly and to the best of my knowledge."

If you answered "YES" to one or more of the above questions, please read and sign the following:

"I have read and answered the previous questions honestly and to the best of my knowledge." A Workout Club and Wellness Center staff member has advised that I consult a physician before embarking on a fitness program.

WAIVER: The use of the facility at WCWC naturally involves the risk of injury to yourself or your guest, whether you or someone else causes it. This risk includes but is not limited to (a) injuries arising from the use of any WCWC centers or equipment, including any accidental or "slip and fall" injuries; (b) injuries arising from participation in supervised or unsupervised activities and programs; (c) injuries or medical disorders resulting from exercise at a WCWC center including but not limited to heart attacks, strokes, heart stress, sprains, broken bones and torn muscles or ligaments; and injuries resulting from the actions taken or decisions made regarding medical

or survival procedures, and (d) injuries arising from exposure to highly contagious bacterial and viral diseases, including without limitation the 2019 novel coronavirus disease (“COVID-19”). As such, you understand and voluntarily accept this risk and agree that WCWC will not be liable for injury, including without limitation, personal, bodily or mental injury, economic loss or damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence or other acts of anyone else using WCWC while you using or present at a WCWC. I waive any and all claims or actions that may arise against the WCWC. If there is any claim by anyone based on injury, loss or damage described here, which involves you or your guest, you agree to 1) defend WCWC against such claims and pay WCWC for all expenses relating to the claim and 2) indemnify WCWC for all liabilities to you, your spouse, guests, relatives or anyone else resulting from such claims. The member or guest will defend and indemnify WCWC for any negligence EXCEPT the sole negligence of the club. This agreement is not effective until you sign it. By signing below, you agree to the terms above.

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