



VeriFit Trainer Agreement

This is a legal and binding agreement (“Agreement”) between you (“Trainer”) and VeriFit, LLC (“VeriFit”). The parties expressly agree to enter into this Agreement by electronic means within the meaning of the Uniform Electronic Transactions Act (“UETA”).

1. Permission to use VeriFit’s marketplace. Trainer acknowledges that VeriFit operates an Internet-based marketplace allowing individuals seeking the services of a Trainer (each, a “Client” and collectively, “Clients”) to identify and retain the services of individuals who provide personal fitness training services (each, a “Trainer” and collectively, “Trainers”). By entering into this Agreement, Trainer seeks permission to access VeriFit’s marketplace for the express purpose of promoting his/her/their independent business, subject to the terms and conditions set forth in this Agreement. Trainer may not advertise or offer to sell any goods or services for any commercial purpose on the Site that are not directly related to the provision of personal fitness training services on an independent basis.

2. Trainer status. Trainer acknowledges that VeriFit provides nothing more than an Internet-based marketplace for prospective Clients to identify and retain the services of prospective Trainers. Trainer further acknowledges that VeriFit is directly or indirectly engaging Trainer to render any services whatsoever to VeriFit, and that any engagement of Trainer’s services through the VeriFit website (the “Site”) is undertaken exclusively by the Client who has selected Trainer through the Site to provide personal fitness training services (“Trainer’s Client”). Neither this Agreement, the Terms of Use, nor use of the Site creates an independent contractor, employee/employer, partnership, joint venture, or franchisor-franchisee relationship between Trainer and VeriFit. It is the parties’ express intention that Trainer will operate an independent business providing personal fitness training services to Clients. For avoidance of doubt, Trainer is not, and shall at no time be deemed under this Agreement or otherwise to be, an independent contractor or employee of VeriFit for any purpose whatsoever, including, without limitation, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any state or local income tax law, any state workers’ compensation laws, any state unemployment insurance law, and any other applicable federal, state, or local law.

3. Background Check. (a) VeriFit may utilize third party consumer reporting agencies that perform, among other things, criminal background checks, sex offender registry checks, motor vehicle records checks, credit checks, and identification verifications (“consumer reports”). VeriFit does not endorse or make any representations or warranties regarding the reliability of such consumer reports or the accuracy, timeliness or completeness of any information in the consumer reports. VeriFit has no obligation to independently verify information in the consumer reports.

(b) VeriFit may collect, use and disclose the information in the consumer reports. VeriFit may, in its sole discretion, review and rely on the information in the consumer reports in deciding whether to suspend or terminate a Trainer or to investigate a complaint

about a Trainer, but VeriFit shall not be responsible or liable in any way in the event that any information in the consumer reports about any person, including without limitation any Trainer, is not accurate, timely or complete. Trainers who are the subject of consumer reports may contact the service provider to dispute the accuracy, timeliness or completeness of such information. VeriFit reserves the right to suspend and/or terminate a Trainer based on information in the consumer reports or for any other reason in VeriFit's sole discretion.

4. Representations, Warranties and Covenants. Trainer hereby represents, warrants and covenants with VeriFit and with each Client to whom Trainer may provide personal training services:

(a) All information provided to VeriFit and all information appearing on Trainer's VeriFit profile is true and correct, and is not misleading in any way;

(b) With the exception of minor traffic violations, Trainer has not been convicted of any felony or other serious crime; and

(c) Trainer shall comply with all building access requirements established by the location at which personal training services are provided.

5. Non-exclusivity. Trainer and VeriFit acknowledge that this Agreement is nonexclusive. For avoidance of doubt, during the term of this Agreement, Trainer shall at all times be free to engage in any other work or business, whether or not related to personal fitness training, and whether or not such other work is full-time, part-time, piecemeal, or pursuant to any other scheduling arrangement. Nothing herein precludes Trainer from advertising or providing Trainer's services to the general public.

6. Hours/Cancellation Fee. Trainer shall set its own hours and schedule its own sessions with Clients. Trainer shall be solely responsible for determining its own cancellation policy and/or fees (if any) in the event a Client cancels or does not show for a training session.

7. Platform Fee. Trainer shall exclusively determine its own session rate. Trainer expressly agrees to pay a fee for the use of the Site ("Platform Fee") and authorizes VeriFit to deduct the Platform Fee directly from the payments collected from Clients by VeriFit on Trainer's behalf. The Platform Fee shall be determined pursuant to VeriFit's Trainer Payment Policies. Trainer agrees that under no circumstances will Trainer attempt to seek or receive compensation for services provided directly from Clients.

8. Payment system.

(a) Trainer agrees to abide by VeriFit's Trainer Payment Policies and agrees not to attempt to subvert or otherwise avoid same, or to divert funds ordinarily payable to Trainer through VeriFit. Prior to commencing personal fitness training sessions or meeting with any Client for any purpose, Trainer must verify with VeriFit that the prospective Client has submitted appropriate billing information to VeriFit. VeriFit is not responsible for payments for sessions given before a prospective Client has appropriate billing information on file. Upon completion of each personal fitness training session, Trainer shall (utilizing the Site) report the

length of such session, in order to enable VeriFit to initiate collection of Trainer's fees. If requested by a Client, Trainer shall also include a summary of services performed, solely for Client's use.

(b) Trainer shall not seek to engage, either directly or indirectly, in any personal training relationship with any Client except through the VeriFit Site.

9. Expenses. Trainer acknowledges that VeriFit will not reimburse Trainer for any expenses incurred by Trainer related to Trainer's rendering of services hereunder, including, without limitation, expenses associated with preparing for and administering training sessions, educational and other materials, and transportation.

10. Supplies. Trainer acknowledges that VeriFit will not provide any supplies, materials or equipment required by Trainer to complete any services rendered to any Client pursuant to this Agreement.

11. Taxes. Trainer is responsible for all federal, state, and/or local taxes due as a result of the services provided hereunder by Trainer. VeriFit shall not withhold (or allocate in any other manner) any amount of Trainer's fees toward any federal, state, or local income tax, or toward payroll tax of any kind.

12. Benefits. Trainer acknowledges that Trainer is engaged in an independent business, and as such, is not (and shall at no time become) eligible to participate in any pension, health, or other fringe benefits plan of VeriFit.

13. Insurance. No Workers' Compensation Insurance shall be obtained by VeriFit for or on behalf of Trainer. Trainer understands that it is Trainer's responsibility to comply with any applicable workers' compensation law. Trainer further understands it is Trainer's responsibility to obtain any other insurance coverage applicable to the services Trainer provides hereunder.

14. Confidentiality. Trainer acknowledges that, during the performance of services, Trainer will may access to information relating to Client's identity, address, contact information, and other personal information or requests for services ("Confidential Information"). Trainer agrees that Trainer owes a duty to Trainer's Clients, during the term of this Agreement and thereafter, to hold all such Confidential Information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the services provided hereunder.

15. Trainer documents. Trainer acknowledges that a copy of all documents created by or received from Trainer in connection with the services performed hereunder ("Trainer Documents") may be retained by VeriFit and used solely for administrative and/or record-keeping purposes.

16. Indemnity and hold harmless. Trainer shall indemnify and hold harmless VeriFit, its subsidiaries, affiliates, other independent contractors and their respective directors, officers, employees and agents, from and against any and all claims, losses, expenses, costs,

liabilities and damages (including legal fees and expenses), any and all injuries, whether direct, consequential or incidental in nature, which result from, are connected with or arise out of the performance by Trainer of work performed pursuant to this Agreement, including any act by Trainer inconsistent with Trainer's obligations and duties under this Agreement. Trainer understands that VeriFit offers an Internet-based marketplace for prospective Clients to connect with prospective Trainers. Accordingly, VeriFit makes no representations to Trainer about the suitability, character or background of any Client, nor does VeriFit perform any type of background check on Clients. It is Trainer's sole duty to exercise Trainer's own judgment, protocols and/or standards when considering whether to engage in personal fitness training services with a prospective Client. Trainer understands and agrees that it is Trainer's responsibility to conduct any and all background and reference checks regarding prospective Clients and other Site users.

17. **Copyright Assignment.** VeriFit does not claim ownership or licensure of content that Trainer provides on the Site including, but not limited to, articles, lessons, worksheets, testimonials, reviews, video submissions, and blog entries ("Site Content"). Unless otherwise stated herein, any Site Content that Trainer provides in connection with the Site shall be deemed to be provided on a non-confidential basis. VeriFit shall be free to use or disseminate such Site Content on an unrestricted basis for any purpose, and Trainer grants VeriFit an irrevocable, worldwide, royalty-free, nonexclusive license to use, reproduce, modify, distribute, transmit, display, perform, adapt, resell and publish any Site Content (including in digital form). Trainer represents and warrants that Trainer has proper authorization for the worldwide transfer and processing (among VeriFit, its affiliates, and third-party providers) of any information that Trainer may provide on the Site.

18. **Assignment.** Trainer may not assign or transfer this Agreement without the express prior written consent of VeriFit.

19. **Deactivation of Platform Use.** Trainer may deactivate their account at any time. VeriFit may deactivate a Trainer's account for the following reasons:

- (a) Trainer's failure to meet VeriFit's platform vetting requirements.
- (b) Trainer's material breach of this Agreement, violation of the VeriFit Terms of Use or Trainer Payment Policies, or misuse of the Site.
- (c) Trainer's misappropriation of Trainer's Clients from the Site for Trainer's own pecuniary gain.
- (d) Entry of a restraining order or conviction of any felony or misdemeanor involving violence, sexual conduct, conduct involving a minor, abuse, fraud, larceny, or endangerment.
- (e) Trainer's failure to cooperate in good faith to resolve a Client's complaint or excessive complaints.

(f) Trainer's repeated failure to respond timely to direct contacts through Trainer's account.

(g) For any other reason or for no reason, on 30 days' written notice to Trainer.

(h) In the event VeriFit terminates Trainer's platform use, VeriFit will provide an email notification of deactivation.

20. Amendment. This Agreement may only be amended or modified by a writing which makes express reference to this Agreement as the subject of such amendment and which is signed by Trainer and, on behalf of VeriFit, by its duly authorized officer. The parties agree that any amendment or modification hereunder may be transacted by electronic means within the meaning of the UETA provided that any such amendments or modifications otherwise comply with the requirements in this paragraph.

21. Severability. If any term, provision, covenant or condition of this Agreement or part thereof, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant, or condition shall remain in full force and effect, and any such invalid, unenforceable or void term, provision, covenant or condition shall be deemed, without further action on the part of the parties hereto, modified, amended and limited to the extent necessary to render the same and the remainder of this Agreement valid, enforceable and lawful.

22. Incorporation of Other Agreements. The VeriFit Terms of Use, Privacy Policy, and Trainer Payment Policies are hereby incorporated into this Agreement.

23. Governing law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia, without regard to conflict of law rules.

24. Arbitration. Any dispute between the parties related to this Agreement shall be resolved by binding arbitration in accordance with the Arbitration provision in the VeriFit Terms of Use.

25. Entire agreement. This Agreement contains the entire agreement and understanding between the parties hereto in respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral agreements, understandings, commitments, and practices between them respecting the subject matter hereof, including all prior agreements, if any, between VeriFit and Trainer, which agreement(s) hereby are terminated and shall be of no further force or effect.



VeriFit Client Agreement

This is a legal and binding agreement (“Agreement”) between you (“Client” or “you”) and VeriFit, LLC (“VeriFit”). The parties expressly agree to enter into this Agreement by electronic means within the meaning of the Uniform Electronic Transactions Act (“UETA”).

1. Permission to use VeriFit’s marketplace. Client acknowledges that VeriFit operates an Internet-based marketplace allowing individuals seeking the services of a Trainer (each, a “Client” and collectively, “Clients”) to identify and retain the services of individuals who provide personal fitness training services (each, a “Trainer” and collectively, “Trainers”). By entering into this Agreement, Client seeks permission to access VeriFit’s marketplace for the express purpose of engaging with a Trainer.

2. Trainer Selection.

(a) Clients are responsible for selecting the right Trainer for their needs. In making such decisions, Clients should review and investigate each Trainer’s self-reported credentials, education, and experience, as well as reviews from other Clients. Trainer fees and policies are set forth in the Trainer’s profile on the VeriFit website.

(b) When Client purchases training sessions, Client represents as follows: (i) the payment information you supply VeriFit is true, accurate, and complete; (ii) charges incurred by Client will be honored by Client’s credit card company or financial institution, and (iii) Client will pay the posted price for the training session, even if Client is unable to attend that session. Client is responsible for paying any charges imposed by the fitness club where the training session occurs, if any, and Client is responsible for paying Trainer directly for any additional services incurred at the session, if any.

(c) By engaging a Trainer for a training session, Client agrees to honor those sessions by arriving at the designated location on time and ready to train. By booking a session, Client further agrees to be bound by the applicable location or fitness club’s terms of use, if any. Transfer, resale or the attempted transfer or resale of sessions is prohibited, and is grounds for, among other things, cancellation of Client’s account.

(d) Client acknowledges and agrees that Client will receive session confirmation emails, session change confirmation emails, session cancelation confirmation emails, account change confirmation emails and other emails relating to sessions booked by Client through the VeriFit Site, or changes made to Client’s account through the VeriFit Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that these communications be in writing.

(e) VeriFit attempts to be as accurate as possible with regards to content on the Site and description of services offered. If you have reason to believe that a session you purchased through the Site does not meet the claims advertised, you must contact VeriFit

within three (3) days following the training session. Your failure to contact us within in this period may affect our ability to investigate and resolve your claim.

(f) While VeriFit strives to keep information on the Site accurate, complete, and up to date, VeriFit does not guarantee, and are not responsible for, the accuracy, completeness, or timeliness of any such content, whether provided by us or others. VeriFit does not have any obligation to prescreen, edit, or remove content that is posted on or available through the Site. Any opinions, advice, statements, or other information expressed or made available on the Site, including but not limited to bloggers or Trainer reviews, are those of the person posting same, and not of VeriFit. We do not endorse and are not responsible for the accuracy or reliability of any opinion, advice or third party statement made on the Sits.

3. Physical Condition.

(a) Client understands that services provided by Trainers are intended for use only by individuals healthy enough to perform strenuous exercise and follow a general nutrition plan and, may not be suitable or recommended to all individuals, including but not limited to, pregnant women or people who suffer from an underlying medical condition or who have special dietary needs.

(b) Trainer services may utilize the Physical Activity Readiness Questionnaire (“PAR-Q”) in assessing the safety of, or possible risks of, exercising for you based on your answers. This assessment requires that all information provided by you is true, complete, and correct and further, requires that you not omit any relevant information regardless of whether we have asked about such information. Furthermore, in becoming a Client and engaging with a Trainer, you affirm that a physician has specifically approved your use of the Trainer’s services, or that all the following statements are true:

(i) No physician has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician;

(ii) You have never felt chest pain when engaging in physical activity;

(iii) You have not experienced chest pain when not engaged in physical activity at any time within the past month;

(iv) You have never lost your balance because of dizziness, and you have never lost consciousness;

(v) You do not have a bone or joint problem that could be made worse by a change in your physical activity;

(vi) Your physician is not currently prescribing drugs for your blood pressure or heart condition;

(vii) You do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems;

(viii) If female, you are not pregnant, breastfeeding or lactating;

(ix) You do not have a condition of high-cholesterol, diabetes, obesity, or arthritis; and

(x) You do not know of any other reason you should not exercise or follow a general nutrition plan.

(c) BEFORE USING TRAINER SERVICES, CLIENT SHOULD CONSULT WITH A DOCTOR OR OTHER PROFESSIONAL HEALTHCARE PROVIDER. THE USE OF ANY INFORMATION OR PROGRAMS PROVIDED IS SOLELY AT CLIENT'S OWN RISK. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

(d) IF AT ANYTIME DURING CLIENT'S TRAINING SESSION YOU DO NOT FEEL WELL, MAKE SURE YOU STOP IMMEDIATELY AND SEEK MEDICAL ADVICE OF A MEDICAL PROFESSIONAL IF REQUIRED.

(e) THE CONTENT AVAILABLE VIA THE SERVICES IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER VeriFit NOR ITS AFFILIATES OR USERS ARE ENGAGED IN RENDERING MEDICAL, COUNSELING, LEGAL, OR OTHER PROFESSIONAL SERVICES OR ADVICE. SUCH CONTENT IS INTENDED SOLELY AS A GENERAL EDUCATIONAL AID. IT IS NOT INTENDED AS MEDICAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES ARE INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE. OUR RECOMMENDED WORKOUT PLANS AND EXERCISES OR NUTRITION PLANS, EVEN IF THEY ARE TAILORED TO INDIVIDUAL USERS, SHOULD NOT BE MISCONSTRUED AS MEDICAL ADVICE, DIAGNOSES OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION AND BEFORE STARTING ANY NEW TREATMENT.

(f) Neither VeriFit nor any of the Trainers or VeriFit affiliates will be liable for any physical or mental injury or illness that may result, whether directly or indirectly, from any of our recommended workout plans or exercises or nutrition plans. While VeriFit or Trainers may provide guidelines such as written descriptions, pictures, or videos describing how to perform specific exercises or activities, Client assumes sole responsibility for performing those exercises or activities with proper form, as risk of injury or illness increases with improper form.

4. No Show Policies.

(a) VeriFit is committed to providing superior quality services to its Clients and Trainers. To assist us in maintaining a consistently high level of service, Clients are asked to cancel or reschedule online any session that they will be unable to honor at least 48 hours in advance of the start time of the original session in order to receive a credit for the full value of

the original session. If Client is unable to keep the session and fails to cancel, Client will be charged the full value of the session and no credit will be given.

(b) If Client cancels a session more than 48 prior to the scheduled start time of the session, VeriFit will allow the Client to reschedule that session with the same Trainer directly on the Site. If Client would like to change Trainer, please email VeriFit at Info@GetVeriFit.com with details of the requested change.

5. Trainer Background Check. (a) VeriFit may utilize third party consumer reporting agencies that perform, among other things, criminal background checks, sex offender registry checks, motor vehicle records checks, credit checks, and identification verifications with respect to Trainers ("consumer reports"). VeriFit does not endorse or make any representations or warranties regarding the reliability of such consumer reports or the accuracy, timeliness or completeness of any information in the consumer reports. VeriFit has no obligation to independently verify information in the consumer reports.

(b) VeriFit may collect, use and disclose the information in the consumer reports. VeriFit may, in its sole discretion, review and rely on the information in the consumer reports in deciding whether to suspend or terminate a Trainer or to investigate a complaint about a Trainer, but VeriFit shall not be responsible or liable in any way in the event that any information in the consumer reports about any person, including without limitation any Trainer, is not accurate, timely or complete. VeriFit reserves the right to suspend and/or terminate a Trainer based on information in the consumer reports or for any other reason in VeriFit's sole discretion.

6. Registration.

(a) To access a Trainer's services, you are required to register with VeriFit. If you register, you will (i) provide accurate, current and complete information about you as may be prompted by any signup, login and/or registration forms, which shall include billing and related financial information (collectively, the "Registration Data"); (ii) maintain and promptly update the Registration Data, and any other information you provide to VeriFit, in order to keep it accurate, current and complete; and (iii) accept all risk of unauthorized access to the Registration Data and any other information you provide to VeriFit.

(b) VeriFit is under no obligation to retain a record of your account or any data or information that you may have stored by means of your account or your use of the services offered by VeriFit. You are only authorized to create and use one account for such services and are prohibited from using alter egos or other disguised identities when using the Site. You are under no obligation to use or continue to use the services offered on the Site, and may stop using the Site without notice to VeriFit.

(c) Client shall not seek to engage, either directly or indirectly, in any personal training relationship with any Trainer except through the VeriFit Site.

7. Use of VeriFit services. Client's use of the Site and services provided thereunder and your contact, interaction, or dealings with any Trainer or third parties arising out of your

use of the Site is solely at your own risk. The fitness clubs, Trainers, advertisers, other third parties and other suppliers of VeriFit are not agents or employees of VeriFit. VeriFit does not make any representations or warranties with respect to any content or privacy practices, or otherwise with respect to such third parties or any items or services that may be obtained from such third parties. VeriFit is not responsible for, and will not be held liable for, the acts, errors, omissions, representations, warranties, breaches or negligence of any of these fitness clubs, Trainers, advertisers, other third parties or other suppliers for any personal injuries, death, property damage, loss, theft or other damages or expenses resulting therefrom.

8. Amendment. This Agreement may only be amended or modified by a writing which makes express reference to this Agreement as the subject of such amendment and which is signed by Trainer and, on behalf of VeriFit, by its duly authorized officer. The parties agree that any amendment or modification hereunder may be transacted by electronic means within the meaning of the UETA provided that any such amendments or modifications otherwise comply with the requirements in this paragraph.

9. Severability. If any term, provision, covenant or condition of this Agreement or part thereof, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant, or condition shall remain in full force and effect, and any such invalid, unenforceable or void term, provision, covenant or condition shall be deemed, without further action on the part of the parties hereto, modified, amended and limited to the extent necessary to render the same and the remainder of this Agreement valid, enforceable and lawful.

10. Incorporation of Other Agreements. The VeriFit Terms of Use and Privacy Policy are hereby incorporated into this Agreement.

11. Governing law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia, without regard to conflict of law rules.

12. Arbitration. Any dispute between the parties related to this Agreement shall be resolved by binding arbitration in accordance with the Arbitration provision in the VeriFit Terms of Use.

13. Entire agreement. This Agreement contains the entire agreement and understanding between the parties hereto in respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral agreements, understandings, commitments, and practices between them respecting the subject matter hereof, including all prior agreements, if any, between VeriFit and Trainer, which agreement(s) hereby are terminated and shall be of no further force or effect.