**MEMBERSHIP AGREEMENT**

FOUND STRENGTH LLC
d/b/a Found Strength
259 Moffett Blvd,
Mountain View, CA 94043-4723
hello@foundstrength.club
Version: November 2026

This Membership Agreement ("Agreement") is entered into by and between FOUND STRENGTH LLC, a California limited liability company doing business as FOUND STRENGTH, located at 259 Moffett Blvd, Mountain View, CA 94043-4723 (the “Gym”), and the undersigned individual (the “Client”).

This Agreement sets forth the terms and conditions under which the Client will be granted membership access to the Gym’s facilities and services.

## 1. Membership Terms and Options

The Client hereby agrees to enroll with the Gym in one of the following membership tiers, “Studio” or “Studio+” (each, a “Tier”), as selected from **Exhibit 1** attached hereto and made a part hereof, with specific membership terms selected and confirmed by the Client at the time of registration. The membership attributes shall be defined in the enrollment process and are incorporated by reference. The benefits of each Tier, including any guest or buddy-pass privileges included with the Studio+ Tier, are described in Exhibit 1. Unless the Client elects a Commitment Option (defined below), the membership is month-to-month. It renews automatically and is billed monthly (each such monthly period, a “Billing Cycle”) until cancelled in accordance with Section 2.

As an alternative, where offered by the Gym, the Client may elect a discounted committed term (each, a “Commitment Option”), such as a 6-Month Commitment (six (6) Billing Cycles) or a 12-Month Commitment (twelve (12) Billing Cycles). The Gym may introduce, change, or discontinue Commitment Options from time to time. The availability, number of Billing Cycles, per-cycle rate, and total payment obligation for any Commitment Option shall be published by the Gym and clearly disclosed to the Client in writing at enrollment, before the Client agrees to it. Early exit from a Commitment Option, and renewal following one, are governed by Section 2.

Each new Client shall pay a one-time enrollment fee of one hundred seventy-five dollars ($175.00) (the “Enrollment Fee”) at the time of signing this Agreement. The Enrollment Fee covers an initial assessment, orientation, and a personalized starting plan. The Gym may, in its sole discretion, offer founding-member or other early-enrollment promotions, such as a discounted or waived Enrollment Fee or a promotional membership rate. The specific terms, eligibility, and duration of any such promotion shall be disclosed to the Client in writing at

enrollment. A Client who cancels and later rejoins shall pay the Enrollment Fee again, which the Gym may waive in its discretion. No training sessions are required to rejoin.

If this Agreement is signed prior to the Gym's opening date, the Agreement will become effective on the date the Gym officially opens. If this Agreement is signed after the Gym's opening date, the Agreement will become effective on the date of signing.

**2. Payments, Refunds, and Financial Commitments**

**A. Advance Payment and Refund Policy:** Membership dues are billed in advance on a recurring monthly Billing Cycle, and all fees under this Agreement must be paid in advance. Except where otherwise required by law, all payments made to the Gym are strictly non-refundable. The one-time Enrollment Fee, which covers the Client's assessment, orientation, and personalized starting plan, is non-refundable except as required by law, including the Client's right to cancel this Agreement within five (5) business days as described in the Customer's Right to Cancel section below.

**B. Nature of Access-Based Membership:** The Client understands that their membership is predicated on access, not usage. Fees are due regardless of whether the Client avails themselves of the services or facilities offered. No refund or credit shall be granted for missed sessions or voluntary non-attendance.

**C. Fee Schedule and Acknowledgement:** By executing this Agreement and submitting payment, the Client affirms that they have reviewed and accept the current fee schedule. In the event of a discrepancy between oral representations and published rates, the written schedule shall govern.

**D. Cancellation by Client:** To initiate cancellation, the Client must submit a request by email to membership@foundstrength.club or, if the Client enrolled online, through the Gym's online cancellation process, which the Gym shall make available as required by California Business and Professions Code Section 17602. Cancellation will be processed immediately and shall become effective only after the passage of the minimum required notice period, which shall be no less than *twenty-eight (28) days from the date* such notice is received. All fees accruing during the notice period remain payable and shall not be waived. If the Client has elected a Commitment Option under Section 1 (the term of any such Commitment Option, a "Committed Term"), the Client may cancel before the end of the Committed Term on the same twenty-eight (28) day notice, but the Client shall also pay an early termination fee (the "Early Termination Fee") equal to the difference between the discounted Committed Term rate paid and the Gym's standard month-to-month rate for the Billing Cycles actually used; in no event shall the Early Termination Fee exceed the total dues remaining for the unexpired portion of the Committed Term. No Early Termination Fee shall apply where the Client cancels under the death, disability, relocation, or five (5) business day cancellation rights described in the Customer's Right to Cancel section of this Agreement, or as otherwise provided by law. AUTOMATIC RENEWAL NOTICE: MONTH-TO-MONTH MEMBERSHIPS RENEW AUTOMATICALLY EVERY BILLING

CYCLE UNTIL CANCELED. AT THE END OF ANY COMMITTED TERM, THE MEMBERSHIP WILL AUTOMATICALLY CONVERT TO A MONTH-TO-MONTH MEMBERSHIP AT THE GYM'S THEN-CURRENT STANDARD RATE. THE CLIENT'S PAYMENT METHOD ON FILE WILL BE CHARGED MONTHLY UNTIL THE CLIENT CANCELS AS PROVIDED IN THIS SECTION.

**E. Cancellation by Gym:** The Gym may terminate this Agreement immediately upon notice to the Client for cause, including the Client's material breach of this Agreement or violation of the Gym's conduct standards or posted rules. The Gym may also terminate this Agreement for any other reason upon twenty-eight (28) days' written notice to the Client. If the Gym terminates this Agreement without cause, or permanently closes the facility, the Gym shall refund to the Client a prorated portion of any prepaid dues attributable to unused time, and no Early Termination Fee shall apply. Except as required by law, no refund shall be due upon a termination for cause.

**F. Membership Suspension:** Upon written request, the Client may suspend their membership for up to three (3) Billing Cycles in total per calendar year, with each suspension (a "Hold") lasting a minimum of one (1) full Billing Cycle. Requests for suspension must be received via email to membership@foundstrength.club at least five (5) days prior to the next scheduled billing date and will start on the next billing date. During suspension, membership access is restricted, and regular billing will resume automatically at the end of the suspension period. A non-refundable hold fee of twenty-five dollars ($25.00) will be charged for each Hold at the time the Hold is placed. If the Client is in a Committed Term, the Committed Term shall be extended by the length of each Hold. If Client wishes to cancel the membership while on hold, Client must terminate the hold and request cancellation as required in this Agreement.

**G. Right to Adjust Rates:** The Gym expressly reserves the right to adjust membership dues or fees applicable to month-to-month memberships, or to a Committed Term membership upon its renewal or conversion to month-to-month, upon providing no less than thirty (30) days' advance written notice to the Client. The dues rate for a Committed Term is locked and shall not increase during that Committed Term. Should the Client elect not to accept the revised rates, the Client may cancel their membership in accordance with the notice provisions of this Section, without incurring any early termination penalties.

**H. Changing Tiers:** The Client may switch between Tiers by request to membership@foundstrength.club. Requests received at least five (5) days before the Client's next billing date take effect on that billing date; later requests take effect on the following billing date. Tier changes do not require the twenty-eight (28) day cancellation notice, and no Enrollment Fee applies.

**3. Electronic Funds Transfer (EFT) Authorization**

The Client hereby authorizes the Gym to initiate recurring charges against the payment method provided at the time of registration. This includes charges for membership dues billed monthly on the Client's Billing Cycle, the one-time Enrollment Fee, hold fees, any applicable Early Termination Fee, drop-in and guest fees where applicable, maintenance fees, training sessions, applicable taxes, and any other authorized purchases or penalties. The Client affirms that the provided account or card is valid, under their control, and not subject to any dispute or restriction.

The Client further understands that billing shall recur monthly in accordance with the Client's Billing Cycle and that if the billing date falls on a weekend or banking holiday, payment may be processed on the following business day.

The Client agrees to maintain valid payment information on file at all times and to promptly update any changes. Failure to do so may result in late fees or suspension of access to the Gym's facilities.

_____ (initial)

**4. General Policies and Conduct Requirements**

**A. Class Reservations and Cancellation Protocol:** Participation in group fitness classes requires advance registration through the Gym's designated scheduling software. To avoid disruption, Clients must cancel reservations for classes at least twenty-four (24) hours in advance. Failure to cancel in a timely manner will result in forfeiture of the session.

**B. Private Training Session Cancellation:** Participation in private training requires advance registration. To avoid disruption, Clients must cancel reservations for private training at least twenty-four (24) hours in advance. Failure to cancel in a timely manner will result in forfeiture of the session.

**C. Holiday Closures and Schedule Adjustments:** The Gym reserves the right to adjust operating hours, close for holidays, and modify class schedules as deemed necessary. All such changes will be communicated through the Gym's scheduling software or posted on its website.

**D. Posted House Rules and Sauna Use:** The Client shall comply with all house rules posted at the Gym or published through the Gym's scheduling software or website, including the posted sauna rules governing time limits, health precautions, and hygiene. The Gym may update the posted house rules from time to time, and any updated rules shall be effective upon posting. Use of the sauna is voluntary and at the Client's own risk.

**E. Staffing Disclosure:** The Client acknowledges that certain operating hours may be staffed only by front desk personnel who are not certified coaches or trainers. During such hours, no coaching, instruction, or spotting is provided by the Gym, and the Client trains under the Client's own supervision and at the Client's own risk.

**5. Modifications to Services, Equipment, and Offerings**

The Gym retains full discretion to alter, expand, curtail, or otherwise modify the services and equipment it offers. This may include, without limitation, the rearrangement of training areas, substitution or retirement of fitness equipment, changes to class schedules or programming, and the introduction or cessation of ancillary services.

Such changes are intended to enhance overall quality and efficiency and shall not constitute grounds for early cancellation, refund, or credit unless otherwise explicitly provided for in this Agreement or required by law.

**6. Dress Code and Hygiene Standards**

To preserve the cleanliness, safety, and professional environment of the Gym, all Clients shall adhere to the following requirements:

A. **Attire:** Clients are required to wear appropriate athletic clothing, including a shirt or tank top, and athletic bottoms Clothing that is excessively revealing or displays obscene, offensive, or discriminatory content is strictly prohibited.

B. **Personal Hygiene:** Clients must maintain a standard of personal hygiene that does not negatively impact the experience of other Gym members. The use of deodorant is requested, and Clients must refrain from using excessive cologne or perfume while inside the facility.

C. **Equipment Cleanliness:** All Clients shall wipe down equipment, mats, and shared surfaces immediately after use with the cleaning products provided by the Gym.

Noncompliance with these provisions may result in a verbal warning, suspension of access, or permanent revocation of membership privileges.

**7. Client Conduct and Behavioral Standards**

All Clients are expected to engage in respectful, courteous, and lawful conduct while on Gym premises. The following behaviors are strictly prohibited:

- Physical or verbal harassment, intimidation, or abuse of other Clients, staff, or third parties.
- Use of profane, vulgar, or discriminatory language.
- Theft, vandalism, or destruction of Gym or personal property.
- Unauthorized photography or videography.
- **Personal Training:** Providing paid or ongoing personal training, coaching, or instruction to other Clients or guests on Gym premises, other than through the Gym's own staff. Casual spotting, informal help, and mutual encouragement between Clients are permitted and are not restricted by this provision.
- **Tailgating:** Admitting, or allowing the entry of, any non-member who has not checked in, signed the Gym's waiver, and either paid the applicable drop-in fee or

used an authorized guest privilege, including by holding doors open or sharing access credentials, which shall constitute a violation of this Agreement.

Any conduct that the Gym deems disruptive, dangerous, or unlawful may result in the immediate suspension or termination of membership, without refund.

**8. Age Requirements and Supervision of Minors**

Clients must be at least eighteen (18) years of age to become a member of the gym. Individuals under the age of eighteen (18) may participate in Gym activities only as provided in this Section.

Minors between approximately fourteen (14) and seventeen (17) years of age may access the Gym only to participate in events or programs designated by the Gym for minors. A minor may participate only if (a) a parent or legal guardian is physically present on the Gym premises for the entire duration of the minor's participation, and (b) the parent or legal guardian has executed the Gym's minor participation waiver and release on the minor's behalf before the minor participates. Minors may not otherwise access Gym training areas, and participation in a designated event or program does not create a membership. The specific eligibility ages, designated events and programs, and supervision requirements applicable to minors are set forth in the Gym's posted house rules, which the Gym may update from time to time.

Proof of age may be requested at any time. The Gym reserves the right to revoke access to any minor who is unsupervised or otherwise not in compliance with this Section or the Gym's posted house rules at its discretion.

**9. Responsibility for Damages**

Clients shall be held financially responsible for any damage to Gym equipment, facilities, or personal property caused by their negligence, willful misconduct, or the actions of their guests or dependents. This includes, but is not limited to, defacement, breakage, and improper use of equipment.

In the event of such damage, the Gym shall notify the Client in writing and provide a reasonable estimate of repair or replacement costs. Payment shall be due within thirty (30) calendar days of notice.

**10. Lost or Stolen Property**

The Gym is not responsible for lost, misplaced, or stolen personal belongings. Clients are encouraged to secure valuables in lockers or avoid bringing them to the facility altogether. Items left unattended are done so at the Client's own risk.

Found items will be held in the Gym's lost and found area for a maximum of thirty (30) days. Thereafter, unclaimed property may be discarded or donated at the Gym's sole discretion.

**11. Privacy and Confidentiality**

The Gym is committed to protecting the confidentiality and privacy of each Client's personal, financial, and health-related information. Information collected during enrollment or

throughout the course of membership shall only be used for operational purposes, and shall not be shared, sold, or disclosed to third parties without the Client's prior written consent, unless required by law.

The Gym implements reasonable administrative and technical safeguards to protect against unauthorized access to Client records. In the event of a known data breach, the Gym shall promptly notify all affected Clients and take appropriate remedial actions.

**12. Membership Non-Transferability**

Memberships are granted solely to the individual named in this Agreement and are strictly non-transferable. Clients shall not assign, lend, sell, or otherwise permit another person to use their membership or access credentials, except through guest privileges expressly provided under the Guests, Drop-In and Day Passes section of this Agreement. Any such attempt shall constitute a material breach of this Agreement and may result in immediate termination without refund.

**13. Guests, Drop-In and Day Passes**

**Guest Access:** Guests are welcome at the Gym. Every individual who is not a current member (each, a "Guest") must, before entering any training area, (i) check in at the front desk, (ii) sign the Gym's waiver and release of liability, and (iii) either pay the posted drop-in or day-pass fee or use a guest privilege included in the host member's membership tier (for example, buddy passes included with the Studio+ membership, as described in Exhibit 1).

**Host Responsibility:** A Client who brings a Guest is responsible for the Guest's compliance with this Agreement and all posted rules and for the Guest's conduct while on Gym premises. The Client is also financially responsible for any damage caused by the Guest, in accordance with the Responsibility for Damages section of this Agreement.

**Drop-In and Day Passes:** Drop-in and day passes grant access for a single day only and confer no membership rights. Drop-in and day-pass fees are posted at the Gym and on its website and are non-refundable except where otherwise required by law. All drop-in and day-pass users must follow all Gym rules, including posted house rules and facility-specific rules. The Gym reserves the right to refuse entry to any Guest or drop-in or day-pass user at its discretion, consistent with applicable law. Drop-in and day-pass users must be at least eighteen (18) years of age, except for minors participating in designated events or programs in accordance with the Age Requirements and Supervision of Minors section of this Agreement.

**Tailgating Prohibited:** No Client or Guest may bring, admit, or allow any person into the Gym in a manner that bypasses the check-in, waiver, and payment process described in this Section. This includes holding a door open, sharing access credentials, or following another person through an access point ("tailgating"). Any such conduct shall constitute a material breach of this Agreement and may result in suspension or termination of membership without refund.

**14. Assignment by the Gym**

The Gym reserves the right to assign its rights and obligations under this Agreement, in whole or in part, to any successor entity in the event of a sale, merger, reorganization, or transfer of ownership. Such assignment shall not require additional notice or consent by the Client.

The Client acknowledges and agrees that this Agreement shall remain binding upon any such successor or assignee.

**15. Chargeback and Payment Disputes**

The Client agrees not to initiate a chargeback or payment dispute for any charge incurred in accordance with the terms of this Agreement unless the charge was the result of proven fraud or billing error. In the event of a good-faith dispute, the Client must notify the Gym in writing within fifteen (15) days of the disputed charge.

The Gym shall have the right to respond to and contest any chargeback and, if the chargeback is denied or reversed, the Client shall promptly remit full payment of the disputed amount. Any Client who initiates a chargeback in bad faith may be subject to termination of membership and legal action to recover the disputed funds, in addition to any applicable collection or legal fees.

**16. Entire Agreement**

This Agreement constitutes the full and complete understanding between the Gym and the Client with respect to the subject matter contained herein, and supersedes all prior or contemporaneous agreements, representations, negotiations, or understandings, whether oral or written. No oral statements or prior written materials not specifically incorporated herein shall be of any force or effect.

Any modifications, amendments, or additions to this Agreement must be in writing and signed by both parties to be enforceable.

**17. Waiver**

The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any future enforcement of such provision or any other provision. Any waiver must be in writing and signed by the party against whom it is asserted. No waiver by either party of a breach or default shall operate as a waiver of any continuing or subsequent breach or default.

**18. Severability**

If any term, provision, clause, or portion of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect, and such invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to render it enforceable and consistent with the original intent of the parties.

**19. Governing Law and Dispute Resolution**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws principles. To the extent a claim is not

resolved in small claims court or by arbitration under this Section (if adopted), any legal action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the state or federal courts located in Santa Clara County, and the parties hereby consent to the personal jurisdiction and venue of such courts.

**OPTIONAL – ARBITRATION AND CLASS ACTION WAIVER. PLEASE READ THIS PARAGRAPH CAREFULLY; IT AFFECTS HOW DISPUTES ARE RESOLVED AND WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION.** Except for claims that qualify for small claims court (which either party may bring in the small claims court for Santa Clara County, California, so long as the claim remains in that court and is pursued on an individual basis), any dispute, claim, or controversy arising out of or relating to this Agreement, the Client's membership, or the Gym's facilities or services shall be resolved by final and binding individual arbitration administered by JAMS under its Consumer Arbitration Minimum Standards and Streamlined Arbitration Rules before a single neutral arbitrator. The arbitration shall take place in Santa Clara County, California, or by video or telephone at the Client's election, and the arbitrator shall apply California substantive law and may award any individual relief that would be available in court. This arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The Gym shall pay all filing, administrative, and arbitrator fees and costs of any consumer arbitration, other than any portion of the initial filing fee that does not exceed the fee the Client would pay to commence an action in court, and shall pay such fees within the time required by California Code of Civil Procedure sections 1281.97 and 1281.98. Each party shall bear its own attorneys' fees except as otherwise provided by applicable law or awarded by the arbitrator.

**CLASS AND REPRESENTATIVE ACTION WAIVER. THE CLIENT AND THE GYM EACH AGREE THAT ANY DISPUTE SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.** The arbitrator shall have no authority to consolidate the claims of different members or to preside over any form of class or representative proceeding. If this waiver is found unenforceable as to any claim, that claim shall be severed and heard only in the state or federal courts located in Santa Clara County, California, and shall be stayed pending completion of the individual arbitration of any remaining claims. Nothing in this Section waives any right the Client may have to seek public injunctive relief in court to the extent such right cannot be waived under California law.

**Right to Opt Out.** The Client may opt out of the arbitration and class action waiver provisions of this Section by sending written notice of the decision to opt out to hello@foundstrength.club within thirty (30) days after the date the Client signs this Agreement. Opting out will not affect any other term of this Agreement or the Client's membership, and if the Client opts out, disputes shall be resolved in court as provided above.

All claims under this Agreement must be brought within one (1) year from the date on which the cause of action accrues, or such claims shall be forever barred.

20. **Consumer Rights Protections.** Client has read, and fully agrees to the terms of this Agreement and understands and agrees that by signing this Agreement Client has given up considerable future legal rights. Client has signed this Agreement freely, voluntarily, under no

duress or threat of duress, without inducement, promise or guarantee being communicated to him/her.

## CUSTOMER'S RIGHT TO CANCEL

**You, the buyer, may choose to cancel this agreement at any time prior to midnight of the fifth business day after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail, email, or deliver a signed and dated notice that states that you, the buyer, are canceling this agreement, or words of similar effect. If you cancel within this period, all payments made under this agreement, including the one hundred seventy-five dollar ($175) Enrollment Fee, will be refunded to you. The notice shall be sent via first-class mail, via email from an email address on file with the Gym, or delivered in person to**

**FOUND STRENGTH LLC**
**259 Moffett Blvd,**
**Mountain View, CA 94043-4723**

**If, during your membership, you become disabled in a manner that affects your capacity to use or enjoy the Gym's facilities, You may cancel your membership with no further payments and a prorated portion of any amount prepaid for your thirty (30) days will be refunded to you. You must provide the Gym verification of your disability from a physician and you must request the refund.**

**If, during your membership, you die, your estate representative may cancel your membership with no further payments and a prorated portion of any amount prepaid for your thirty (30) days will be refunded to you. Your representative must request the refund.**

**If, during your membership, you move more than twenty-five (25) miles from any Gym, you may cancel your membership with no further payments and a prorated portion of any amount prepaid for your thirty (30) days will be refunded to you. You must provide the Gym with proof of your new residence and you must request the refund.**

**(1) If a contract for Gym services requires payment of one thousand five hundred dollars ($1,500) to two thousand dollars ($2,000), inclusive, including initiation fees or initial membership fees, by the person receiving the services or the use of the facility, the person shall have the right to cancel the contract within 20 days after the contract is executed.**

**(2) If a contract for Gym services requires payment of two thousand one dollars ($2,001) to two thousand five hundred dollars ($2,500), inclusive, including initiation fees or initial membership fees, by the person receiving the services or the use of the**

**facility, the person shall have the right to cancel the contract within 30 days after the contract is executed.**

**(3) If a contract for Gym services requires payment of two thousand five hundred and one dollars ($2501) or more, including initiation fees or initial membership fees, by the person receiving the services or the use of the facility, the person shall have the right to cancel the contract within 45 days after the contract is executed.**

**(4) A Gym entering into a contract for Gym services that does not require payment in excess of one thousand dollars ($1000), including initiation or initial membership fees and exclusive of interest or finance charges, by the person receiving the services or the use of the facilities, is not required to comply with the provisions of this subdivision that are added by the act adding this paragraph.**

**Upon cancellation, the consumer shall be liable only for that portion of the total contract payment, including initiation fees and other charges however denominated, that has been available for use by the consumer, based upon a pro rata calculation over the term of the contract. The remaining portion of the contract payment shall be returned to the consumer by the Gym.**

## 21. Acknowledgment and Voluntary Execution

The Client acknowledges that they have read and fully understood this Agreement, that they have been afforded the opportunity to ask questions, consult independent counsel, and receive clarification regarding any of its provisions, and that they are executing this Agreement voluntarily and without reliance upon any representation, warranty, or inducement not expressly set forth herein.

## 22. Electronic Signatures and Notices

The Client agrees that their electronic signature, whether digital or encrypted, and whether provided via checkbox, typed name, secure login, or electronic platform, shall be deemed to have the same legal effect as a hand-written signature.

The Client also consents to receive notices, updates, invoices, and other communications from the Gym in electronic form, which may include but is not limited to email or postings through a client portal. The Client further acknowledges and agrees that electronic communications shall be governed by this Section and by Section 23 (Consent to Receive SMS Text Message and Email Communications), and that notices, updates, invoices, account information, and other communications transmitted electronically shall be deemed delivered on the date sent unless returned as undeliverable.

## 23. Consent to Receive SMS Text Message and Email Communications

By executing this Agreement, the Client expressly consents and opts in to receive communications from the Gym by electronic mail ("Email") and by text message ("SMS") at

the email address(es) and telephone number(s) provided by the Client now or in the future. Such communications may include, without limitation, membership information, billing notices, payment reminders, appointment confirmations, scheduling updates, class reminders, account notifications, customer service communications, promotional offers, marketing materials, special events, surveys, newsletters, and other information relating to the Gym's services.

The Client acknowledges that consent to receive promotional SMS messages is voluntary and is not a condition of purchasing any goods or services from the Gym except to the extent certain operational communications are necessary to administer the Client's membership. Message frequency may vary. Standard message and data rates imposed by the Client's wireless carrier may apply.

The Client understands that they may revoke their consent to receive promotional SMS messages at any time by replying "STOP" to any text message received from the Gym or by providing written notice to the Gym. The Client may similarly unsubscribe from promotional email communications by using the unsubscribe mechanism contained in the applicable email or by contacting the Gym directly. The Client acknowledges that opting out of promotional communications shall not prevent the Gym from sending transactional or administrative communications reasonably necessary to administer the Client's membership, process payments, respond to inquiries, or otherwise perform its obligations under this Agreement.

Date:

Client Signature:

# EXHIBIT 1

**Month-to-Month Membership (Default)**
**Billing Frequency:** Monthly (one (1) Billing Cycle, as defined in Section 1) – for Clients enrolling under the Gym's written founding-member offer, the first payment will be charged on the Gym's opening day; for all other members, the first payment will be charged at the time of enrollment, and each subsequent payment will be charged monthly thereafter
**Initial Term:** One (1) Billing Cycle (see Committed Membership Options below for six (6) month and twelve (12) month terms)
**Renewal Term:** Successive one (1) Billing Cycle terms
**Auto Renew:** Yes – automatically renews monthly until canceled in accordance with Section 2D
**Cancellation Notice Requirement:** twenty-eight (28) days, consistent with Section 2D; no early termination fee applies to month-to-month memberships

**Membership Tiers**
**Studio: Two hundred thirty-five dollars ($235) per Billing Cycle (month-to-month rate).** Includes four (4) guest passes per calendar year, with each guest subject to the Gym's check-in, waiver, and guest policies.
**Studio+: Three hundred seventy-five dollars ($375) per Billing Cycle** (month-to-month rate). Includes one (1) thirty (30) minute 1:1 coaching session per Billing Cycle, individual programming, regular progress check-ins, nutrition guidance, and twelve (12) guest passes per calendar year, with each guest subject to the Gym's check-in, waiver, and guest policies.

**Committed Membership Options**
**6-Month Commitment:** Committed Term of six (6) consecutive Billing Cycles, where offered, at a discounted rate to be published by the Gym and disclosed in writing at enrollment.
**12-Month Commitment:** Committed Term of twelve (12) consecutive Billing Cycles, where offered, at a discounted rate to be published by the Gym and disclosed in writing at enrollment.
**Early Termination:** A Client who cancels a committed membership before the end of its Committed Term shall pay the Early Termination Fee set forth in Section 2D, except where cancellation results from death, disability, relocation, or exercise of the five (5) business day cancellation right as provided in the Customer's Right to Cancel, or as otherwise required by law.
**Conversion After Term:** Upon expiration of the Committed Term, a committed membership automatically converts to a month-to-month membership billed each Billing Cycle at the then-current month-to-month rate for the applicable tier, cancelable on twenty-eight (28) days' notice in accordance with Section 2D.

**Other Fees**
**Enrollment Fee:** One hundred seventy-five dollars ($175), one-time, charged at signing for each new member, covering an initial assessment, orientation, and a personalized starting plan. Founding members may receive a discounted or waived Enrollment Fee where offered by the

Gym in writing. Clients who enroll before the Gym’s opening day under the Gym’s written founding-member offer, while founding spots remain available, shall have the Enrollment Fee waived.

**Rejoin Enrollment Fee:** One hundred seventy-five dollars ($175), charged when a former member rejoins after cancellation; this fee may be waived at the Gym's sole discretion.

**Hold Fee:** Twenty-five dollars ($25) per hold. Holds are limited to a maximum of three (3) Billing Cycles in total per calendar year, with a minimum of one (1) full Billing Cycle per hold, as set forth in the Membership Suspension provisions of Section 2.

**Drop-In / Day Pass Fee: Forty dollars ($40) per visit (up to two (2) hours);** every drop-in visitor must check in and sign the Gym's waiver before using the facility.