
AGREEMENT OF COOPERATION

Preamble

This document shall clarify the partnership between 3 individuals, namely:

Randy Ali (Radwan Ahmad Ali) – founder of Gymscanner.com

Qutaibah Hassan – investor

Maher Rahal – investor

Randy Ali has approached the other two individuals seeking their strategic partnership in www.gymscanner.com and to re-structure the existing entity as a partnership among the three individuals. The following terms and clauses will detail their roles and ownership structure in www.gymscanner.com

This agreement of COOPERATION is being signed between:

- 1). Gymscanner LLC / Gymscanner.com / Company represented by Randy Ali (hereby known as First Party)
- 2). _____ represented by Qutaibah Hasan (hereby known as Second Party)
- 3). _____ represented by Maher Rahal (hereby known as the Third Party)

It is agreed upon:

- 1). All parties are in agreement that the second and third parties are invited by the first party to become partners on the profit generated by user membership purchases, advertising and events at www.gymscanner.com website and associated mobile application. This allotment is being awarded to the second party to act as partner of Gymscanner.com globally and in exchange of finance and networking services rendered by the second party.
- 2). The second and third party agree to invest a total of KD. 4100/- in lieu of 25% of partnership in Gymscanner.com globally divided between them at a rate of 12.5% individually.
- 3). The networking services will be mentioned in clause 4 of this contract.
- 4). The networking services that will be rendered by the second party are:
 - contacts in the gym industry that will adopt the gymscanner.com platform and sell their gym memberships online
 - potential advertisers that will display their advertising to gymscanner.com customers
- 5). The first party agrees to apply all digital marketing, strategy, research and development of the platform to grow at the best possible rate.
- 6). It is the responsibility of the first party to manage and grow the project of Gymscanner.com by coordinating with sales personnel, IT development and marketing team.

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- 7). All parties agree to distribute profits on a monthly basis.
- 8). All parties agree to re-divert proportional share of their profits back to the promotion and enhancement of the business.
- 9). All parties agree to acquire 3rd party venture capital funding, if presented, to further the penetration of Gymscanner.com platform in regions of Europe and North America or any region thereafter. Dilution of shares will occur accordingly to current percentage of ownership.
- 10). All parties will be required to agree, with written approval, to acquisition of Gymscanner.com by the 3rd entity in exchange for cash or stock buyout or a combination of both.
- 11). All clauses mentioned in this contract are deemed confidential and cannot be disclosed to an external party without the express consent of both parties mentioned in this document.

Exit

- 12). Should the second or third party disclose its intent to exit this contract, it shall notify the other parties in writing prior to 90 days of their intended date of exit. Within the 90 day time period, the intended party will continue to fulfill its obligations uninterrupted and in accordance to the terms mentioned in this contract.

Data Protection

- 13). All user data collected on www.gymscanner.com remains the property of Gymscanner LLC and is protected by US CAN-SPAM Act of Congress of 2003. The second party agrees to abide by the terms and conditions and privacy policy of Gymscanner LLC as mentioned on www.gymscanner.com.

Limitation of Liability

- 14). All parties agree that no dividends can be obtained from refunds / charge backs that will occur due to a user-gym conflict. While Gymscanner.com and its partners make every effort to deliver the highest level of service and offer 100% transparency, customers are free to request refunds / chargebacks on their transactions which Gymscanner LLC will honour as long it falls under the terms and conditions of the company and the associated fitness center.

- 15). Should a refund / chargeback be issued, all parties will be notified immediately and will accept it as such into its audit and no financial claim can be demanded on that transaction by either party.

Indemnification

- 16). The parties hereof shall not cause damage to each other and shall indemnify each other from and against any of or all losses, expenses, damages or costs (including the attorney fees and court expenses), incurred thereby resulting from any violation by the other party of the representations, guarantees and obligations stated herein. Each party shall have the right to claim such indemnification, even after expiration or termination hereof.

- 17). The agreement shall be governed by the Kuwaiti law and the parties hereof shall agree to submit all lawsuits and disputes arising here from or in connection hereto to the jurisdiction of Kuwaiti courts.

On Behalf of _____
Signatory: Randy Ali
Title:

Signature: _____
Date:

On Behalf of _____
Signatory:
Title:

Signature: _____
Date:

On Behalf of _____
Signatory:
Title:

Signature: _____
Date: