

**AMENDMENT #1 TO THE APPLICATION SERVICES AGREEMENT  
BETWEEN GOODLIFE FITNESS AND SMASHFLY TECHNOLOGIES, INC.**

This Amendment #1 (the "Amendment") to the Application Services Agreement between Goodlife Fitness Centres Inc. ("Goodlife Fitness") and SmashFly Technologies, Inc. ("SmashFly") dated September 16, 2016 (the "Agreement") is entered into this 16 day of September, 2019 (the "Amendment Effective Date").

**WHEREAS**, the Parties wish to extend the Agreement and its corresponding Service Order dated September 16, 2016 (the "Service Order") for two (2) years (with an option to terminate as set forth below), and to update certain related provisions of the Agreement; and

**WHEREAS**, in accordance with Section 17 of the Agreement, the Parties wish to execute this written amendment to the Agreement, reflecting those updates;

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. Capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Agreement.
2. The Parties hereby agree that the term of the Agreement, and the Service Order, has been extended for a further period of two (2) years (the "Extension Term"), commencing on the Amendment Effective Date, at an annual fee as set out below.
3. Notwithstanding the Extension Term, Goodlife Fitness shall have the option to terminate the Agreement and the Service Order on the expiry of the first year of the Extension Term, provided that GoodLife Fitness provides written notice to SmashFly at least ninety (90) days prior to September 15, 2020.
4. Payment Terms. Goodlife Fitness agrees to pay SmashFly according to the following schedule:
  - 1st Year: \$124,125 invoiced on the Parties' signing of this Amendment (payment due net 30 days). This consists of the annual subscription price of the Platform renewal rate, \$116,000, as well as the Goodlife Fitness career site rebranding efforts (65 service hours) valued at \$16,000 and discounted by 50%, for a final, one-time rebranding fee of \$8,125.
  - 2nd Year: \$116,000 invoiced on September 16, 2020 (payment due net 30 days)

Except as stated in this Amendment, all other terms and conditions of the Service Order and Agreement remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused their authorized representatives to sign this Amendment as of the Amendment Effective Date.



**AGREED TO AND ACCEPTED BY:**

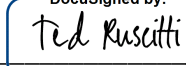
GOODLIFE FITNESS CENTRES INC.

By:   
(Authorized Signature)

Name: Steve Groves

Title: VP, Information Technology

SMASHFLY TECHNOLOGIES, INC.

By:   
(Authorized Signature)

Name: Ted Ruscitti

Title: Chief Customer Officer