

GOTRIBE, INC
APPLICATION LICENSE AGREEMENT

THIS APPLICATION LICENSE AGREEMENT (this “**Agreement**”) is made and entered into as of the “**Effective Date**” set forth in Exhibit A by and between GOTRIBE FIT, LLC, a California corporation (“**Licensor**”), on the one hand, and the individual or entity identified as “**Licensee**” in Exhibit A, on the other hand, who are individually referred to as a “**Party**” and collectively referred to as the “**Parties**,” with reference to the following facts:

A. Licensor and its affiliates have, as the result of the expenditure of time, skill, effort and money, developed a proprietary software application (the “**GoTribe Application**”) for personal and group physical fitness and nutrition training (the “**GoTribe Programs**”).

B. Licensee currently operates a personal fitness training business (the “**Business**”) either ☐ at the site set forth in Exhibit A (the “**Business Premises**”) or ☐ at sites selected by Licensee’s clients. Licensee desires to obtain a license to use the GoTribe Application at the Business as an add-on program in addition to, and in conjunction with, other fitness and nutrition training programs unaffiliated with Licensor that Licensee offers to its clients at the Business. Licensor is willing to grant Licensee a license to do so on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. **DEFINITIONS.**

1.1 “**GoTribe Application**” means the software provided to Licensee by Licensor to offer the GoTribe Programs on Apple iOS and Android OS devices, all upgrades to the Application that may be created and implemented by Licensor from time to time and all software and documentation which enable Licensee to use the Application.

1.2 “**GoTribe Confidential Information**” means the confidential information that has been developed by Licensor and its affiliates, including, without limitation, the GoTribe Application, the elements of the GoTribe Application, copyrightable material, methods, formats, specifications, procedures, information, systems, and knowledge of, and experience in, the use and presentation of the GoTribe Programs, the Initial Training Program and the Extension Training Program and any other information or materials designated by Licensor as GoTribe Confidential Information.

1.3 “**GoTribe Data**” means all data created or collected by Licensee in connection with Licensee’s use of the GoTribe Application, including, without limitation, data pertaining to or concerning, Licensee’s use of the GoTribe Application with its clients (“**GoTribe Data**”). GoTribe Data is GoTribe Confidential Information and is the sole property of Licensor. Licensor shall have access to and the right to review and use the GoTribe Data in any manner that Licensor deems appropriate without any compensation to Licensee. Licensor hereby licenses use of the GoTribe Data to Licensee during the Term, at no cost, solely for Licensee’s use in connection with the use of the GoTribe Application.

1.4 **“GoTribe Marks”** means the specific names, marks, designs, logos and commercial symbols used by Licensors at any given point in time.

2. **GRANT OF LICENSE.** Licensors hereby awards and grants to Licensee, and Licensee hereby accepts, a non-exclusive, limited, non-transferable and non-delegable right and license to use the GoTribe Application and to use the GoTribe Marks only in conjunction with Licensee’s use of the GoTribe Application and only at the Business on the terms and conditions set forth in this Agreement and in the End User License Agreement set forth in **Exhibit B**. Licensee shall not use the GoTribe Application or the Go-Tribe Marks in any manner or for any purpose not expressly permitted under this Agreement.

2.1 **GoTribe Application.** Following the Effective Date, Licensors and/or its affiliates shall provide Licensee with access to the GoTribe Application. Licensors may establish, cancel, amend or otherwise modify the GoTribe Application at any time and from time to time to reflect changes that Licensors may make to the GoTribe Application. The GoTribe Application and all elements of the GoTribe Application are, and shall at all times be and remain, the sole property of Licensors and its affiliates.

2.2 **GoTribe Websites.** Licensors may establish and maintain from time to time, one or more Internet websites that shall provide information about the GoTribe Application to the public (the **“GoTribe Websites”**). Licensors shall have sole discretion and control over the establishment, design and content of the GoTribe Websites. Licensors shall configure the GoTribe Websites to include one or more interior pages that Licensors shall dedicate, in whole or in part, to the Business, at Licensee’s expense that will identify the Business as a user of the GoTribe Application. Licensors may, at its sole option, from time to time during the Term and the Extension Terms (i) change, revise, or eliminate the design, content and functionality of the GoTribe Websites; (ii) make operational changes to the GoTribe Website; (iii) change or modify the URL and/or domain name of the GoTribe Websites; (iv) substitute, modify, or rearrange the GoTribe Websites in any manner that Licensors considers necessary or desirable to comply with applicable law, or respond to changes in market conditions or technology or any other circumstances; (v) limit or restrict end-user access (in whole or in part) to the GoTribe Websites; (v) require Licensee to pay Licensors a reasonable fee for marketing and promoting Licensee’s use of the GoTribe Application and for maintenance of the GoTribe Websites; and (vii) disable or terminate the GoTribe Websites without any liability to Licensee.

2.3 **Licensee’s Website.** Licensee may maintain its own website during the Term and Extension Terms to promote the GoTribe Application offered at the Business.

2.4 **Grant of License to Licensors.** Licensee hereby grants to Licensors, and Licensors hereby accepts, a non-exclusive, limited and assignable right and license (**“Licensors’s License”**) to use Licensee’s name, address, telephone numbers, likeness and other indicia of Licensee’s identity, including, without limitation, Licensee’s trademarks, and other hallmarks identifying Licensee and the names, business addresses, business telephone numbers and likenesses of the **“Trainers”** (as defined in **Section 4.4**) as Licensors shall deem necessary or appropriate to market and promote Licensee’s use of the GoTribe Application. Licensors’s License shall terminate upon the expiration or termination of this Agreement.

2.5 **Rights Reserved by Licensors.** Licensee shall not copy, modify, create derivative works of, market, distribute, deliver, rent, lease, sublicense, sell, assign, pledge, transfer or otherwise exploit the GoTribe Application, in any form, or exercise any other right with respect to the GoTribe Application in any manner not

expressly granted in this Agreement. Licensee shall not alter, modify or change the GoTribe Application or engage in the translation, adaptation, alteration or similar manipulation of the GoTribe Application. Licensors reserves all rights in and to the GoTribe Application and Licensors intellectual property not expressly licensed to Licensee under this Agreement.

3. **TERM OF AGREEMENT.** The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall continue on a month-to-month basis from the first to the last day of each calendar month until terminated as provided in this Agreement.

4. **TRAINING PROGRAMS.**

4.1 **Initial Training Program.** Following the Effective Date, Licensors and/or its affiliates shall provide Licensee with Licensors two (2) hour initial training programs (the “**Initial Training Program**”) for the use of the GoTribe Application at no charge to Licensee. The Initial Training Program may be provided by Licensors and/or its affiliates in person, by telephone, in writing, electronically, by interactive video or by other means Licensors may establish. Licensors may cancel, amend or otherwise modify the Initial Training Program at any time and from time to time during the Term to reflect changes that Licensors may make to the GoTribe Application. Licensee shall pay any transportation costs, food, lodging and similar costs incurred by Licensee to attend the Initial Training Programs.

4.2 **Additional Training Programs.** Following the Effective Date, Licensors and/or its affiliates may offer additional voluntary training programs to Licensee (the “**Additional Training Programs**”) for the use of the GoTribe Application. The Additional Training Programs may be provided by Licensors and/or its affiliates in person, by telephone, in writing, electronically, by interactive video or by other means Licensors may establish. Licensors may cancel, amend or otherwise modify the Additional Training Programs at any time and from time to time during the Term to reflect changes that Licensors may make to the GoTribe Application. If Licensee elects to attend any Additional Training Programs, Licensee shall pay Licensors and/or its affiliates a training fee (an “**Additional Training Fee**”) for each Additional Training Program attended by Licensee in the amount set forth on **Exhibit A**, which shall be non-refundable, in whole or in part, when paid. Licensee shall pay any transportation costs, food, lodging and similar costs incurred by Licensee to attend the Additional Training Programs.

4.3 **Trainers.** Licensee may employ or engage trainers during the Term who will use the GoTribe Application with clients of the Business (“**Trainers**”). If Licensee elects to do so, all Trainers shall have the proper skill, training and background to enable them to perform in a competent and professional manner. All Trainers hired or engaged by Licensee to use the GoTribe Application shall attend an Initial Training Program and may attend Additional Training Programs to remain competent to use the GoTribe Application with clients of the Business. Only Trainers trained by Licensors may use the GoTribe Application with clients of the Business. If Licensee elects to employ or engage trainers, Licensee shall pay Licensors a training fee (a “**Trainer Fee**”) in the amounts set forth on **Exhibit A**, which shall be non-refundable, in whole or in part, when paid. Licensee shall pay any transportation costs, food, lodging and similar costs incurred by the Trainers to attend the Initial Training Program and Additional Training Programs.

5. **OBLIGATIONS OF LICENSEE.**

5.1 **Monthly Service Fee.** Licensee shall pay to Licensor, without deduction, abatement or offset, a monthly service fee for the right to use the GoTribe Application in the amounts set forth on **Exhibit A.**

5.2 **Refunds.** Licensee can easily cancel their subscription at anytime. There are no cancellation fees, though no refunds will be provided. This includes prorated refunds for periods of time where the software or app might have been not in use. Licensee is solely responsible for cancelling their subscription before a charge date. The lack of use or inactivity of the Licensee will not be grounds for refunding any licensing fees under any circumstances.

5.3 **Control of Business.** Licensee shall provide and use Licensee's own facilities, equipment and personnel to market, promote, offer and present the GoTribe Application at the Business and shall establish its own site fees, membership fees and terms of membership for users of the GoTribe Application. Licensee, alone, shall exercise day-to-day control over all operations, activities and elements of the Business and under no circumstance shall Licensor do so or be deemed to do so. Licensee acknowledges and agrees that use of the GoTribe Application does not directly or indirectly constitute, suggest, infer or imply that Licensor controls any aspect or element of the day-to-day operation of the Business.

5.4 **Compliance with Applicable Law.** Licensee shall use the GoTribe Application at the Business in accordance with all applicable law. Licensee shall, in all dealings with its clients, suppliers, and public officials, adhere to high standards of honesty, integrity, fair dealing and ethical conduct and shall refrain from engaging in any action that will cause Licensor or Licensee to be in violation of any applicable law.

5.5 **Employees/Independent Contractors.** All employees and independent contractors hired or engaged by Licensee at the Business shall be the employees or independent contractors of Licensee, and Licensee alone, and shall not, for any purpose, be deemed to be the employees or independent contractors of Licensor or subject to Licensor's direct or indirect control, most particularly with respect to any mandated or other insurance coverage, tax or contributions or requirements pertaining to withholdings, levied or fixed by any governmental authority. Licensee expressly agrees, and will never contend otherwise, that Licensor's authority under this Agreement to train Licensee's Trainers to use the GoTribe Application does not directly or indirectly vest in Licensor the power to hire, fire or control any of Licensee's employees or independent contractors. Licensee alone shall be solely responsible for all hiring and employment decisions and functions relating to Licensee's employees and independent contractors, including, without limitation, those related to hiring, firing, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline regardless of whether Licensee has received advice from Licensor on these subjects or not. Licensee acknowledges and agrees that any guidance Licensee receives from Licensor regarding Licensee's employment policies should be considered as examples, that Licensee alone is responsible for establishing and implementing its own employment policies, and that Licensee understands that Licensee should do so in consultation with legal counsel experienced in employment law. Licensee shall indemnify, defend and hold harmless Licensor and its affiliates and their respective officers, directors, shareholders, members, managers, agents, employees and other representatives arising out of any claim made by or for the benefit of any employee or independent contractor of Licensee against Licensor regarding employment decisions and employment or independent contractor functions at the Business, including those related to hiring, firing, training, wage and hour requirements, record keeping, supervision and discipline of employees and independent contractors.

5.6 **Work for Hire.** If Licensee develops any new concept, process or improvement to the GoTribe Application, Licensee shall promptly notify Licensors and provide Licensors with all necessary related information, without compensation. All new concepts, processes or improvements to the GoTribe Application made by Licensee or the Trainers (the “**Work**”) shall be deemed to be a “**work made for hire**” for Licensors and the Work and all related intellectual property rights shall immediately become the sole property of Licensors. In the event the work is not deemed a work made for hire under applicable law, Licensee hereby assigns to Licensors all rights Licensee may have or acquire in the Work and waives and releases all rights of restraint and moral rights related to the Work. Licensee shall assist Licensors in obtaining and enforcing the intellectual property rights of Licensors in and to the Work and shall execute and provide Licensors with all necessary documentation for obtaining and enforcing such rights. If the foregoing provisions of this Section 5.5 are invalid or otherwise unenforceable, Licensee hereby grants Licensors a worldwide, perpetual, nonexclusive, fully paid license to use and sublicense the use of the Work to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe Licensee’s rights to the Work.

5.7 **Insurance Obligations.** Licensee shall obtain and maintain throughout the Term insurance coverage of the type and in the amounts designated by Licensors to protect Licensee and Licensors against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Licensee’s use of the GoTribe Application. Each policy shall: (i) be written by insurers licensed and admitted to write coverage in the state in which the Business is located; (ii) name Licensors as an additional insured; and (iii) comply with the requirements prescribed by Licensors at the time the policies are obtained. At least ten (10) days prior to the time any insurance is first required to be carried by Licensee, and thereafter at least thirty (30) days prior to the expiration of any policy, Licensee shall deliver to Licensors Certificates of Insurance evidencing the proper types and minimum amounts of required coverage. All Certificates shall expressly provide that no less than thirty (30) days’ prior written notice shall be given to Licensors in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by the Certificates. Certificates evidencing the insurance required by this Section 5.5 shall name Licensors, and each of its affiliates, partners, managers, members, shareholders, directors, officers, agents, and employees as additional insureds.

6. **GOTRIBE MARKS.**

6.1 **Limitations on Use.** Licensee acknowledges that Licensee’s right to use the GoTribe Marks is derived solely from this Agreement and that Licensee may only use the GoTribe Marks to offer the GoTribe Application in compliance with this Agreement. Unless otherwise authorized by Licensors in writing, Licensee shall use the GoTribe Marks only to state that the Business is an “**Authorized User the GoTribe Application**” and only until the expiration or termination of this Agreement. Any unauthorized use of the GoTribe Marks by Licensee shall constitute a default under this Agreement and an infringement of the rights of Licensors and its affiliates in and to the GoTribe Marks. Licensee shall not use any GoTribe Marks (i) in or as the name of Licensee or the Business or on Licensee’s website; (ii) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than any logos licensed to Licensee under this Agreement); (iii) in connection with unauthorized services or products; (iv) as part of any domain name or electronic address maintained on the Internet or any other similar proprietary or common carrier electronic delivery system; or (v) in any other manner not expressly authorized in writing by Licensors.

6.2 **Ownership and Goodwill.** Licensee acknowledges and agrees that as between Licensor and Licensee (i) Licensor owns the GoTribe Marks; (ii) Licensee owns no goodwill or rights in the GoTribe Marks except for the license granted by this Agreement; (iii) Licensee's use of the GoTribe Marks and any goodwill established by that use shall inure to the exclusive benefit of Licensor; and (iv) Licensor owns all right, title and interest in and to all copies, modifications, enhancements, alterations and derivative manifestations or representations of the GoTribe Marks prepared by or for Licensee that contain or are based upon, in whole or in part, any of the GoTribe Marks. Licensee shall not contest, or assist any other person to contest, the validity of Licensor's rights and interest in the GoTribe Marks either during the Term or Extension Terms or after this Agreement expires or terminates.

6.3 **Quality Control.** Licensee shall use the GoTribe Marks in accordance with the standards of quality and conduct established by Licensor. Licensor shall have the right, as Licensor considers necessary for purposes of appropriate quality control, to inspect the manner in which the GoTribe Marks are used by Licensee and to require Licensee to modify Licensee's manner of use to the satisfaction of Licensor. Licensor's quality control rights set forth in this Section 6.2 are necessary to preserve the reputation and goodwill associated with the GoTribe Marks and the GoTribe Application. Although Licensor will not control Licensee's operation of the Business, Licensee shall follow and maintain Licensor's standards pertaining to the use of the GoTribe Marks.

6.4 **Notices.** Licensee shall use and provide all trademark, service mark and copyright designators and notifications that Licensor specifies for the GoTribe Application (whether tangible or intangible and whether or not in electronic form) or that utilize the GoTribe Marks. Licensee will ensure that: (i) the "©" and/or "TM" symbol is included prominently immediately next to the copyright items and trademarks utilized, as the case may be, and (ii) the requested trademark and/or copyright notices are included in a prominent manner that is visible in all materials that promote the GoTribe Application. No service mark other than the GoTribe Marks specified by Licensor shall be used to promote or present the GoTribe Application.

6.5 **Modifications.** Licensor reserves the right to modify or discontinue use of any of the GoTribe Marks and add new names, marks, designs, logos or commercial symbols to the GoTribe Marks and require that Licensee use them to offer the GoTribe Application in compliance with this Agreement. Licensee shall comply, at Licensee's sole expense, with Licensor's directions regarding changes in the GoTribe Marks within a reasonable time after written notice from Licensor. Licensor shall have no liability to Licensee for any cost, expense, loss or damage that Licensee incurs in complying with Licensor's directions and conforming to required changes to offer the GoTribe Application in compliance with this Agreement.

6.6 **Disputes Regarding GoTribe Marks and GoTribe Application.** Licensor shall have the sole right to manage disputes with third parties concerning Licensor's ownership of, rights in, or Licensee's use of, the GoTribe Marks and the GoTribe Application. Licensee shall immediately notify Licensor in writing if Licensee receives notice, or is informed, of any claim, challenge, suit or demand asserted against Licensee based upon Licensee's use of the GoTribe Marks or the GoTribe Application. Licensor and/or Licensor's affiliates shall have sole discretion to take all action they deem appropriate, including, without limitation, to take no action, and the sole right to control any legal proceeding or negotiation arising out of any infringement, challenge or claim or otherwise relating to the GoTribe Marks or the GoTribe Application. Licensee shall not be entitled to be reimbursed by Licensor for legal or other professional fees or costs paid to independent legal counsel or others in connection with any of these matters.

7. **GOTRIBE CONFIDENTIAL INFORMATION.** Licensee acknowledges and agrees that the GoTribe Application includes GoTribe Confidential Information that has been developed by Licensor and its affiliates, including, without limitation, copyrightable material, methods, formats, specifications, procedures, information, systems and knowledge of, and experience in, the use and presentation of the GoTribe Application, the Initial Training Program and the Extension Training Program and any other information or materials designated by Licensor as GoTribe Confidential Information. GoTribe Confidential Information does not include any information that (i) was in the lawful and unrestricted possession of Licensee prior to its disclosure by Licensor; (ii) is or becomes generally available to the public by acts other than those of Licensee after receiving it; (iii) has been received lawfully and in good faith by Licensee from a third party who did not derive it from Licensor or Licensee; or (iv) except as described in Section 5.4, is independently developed by Licensee.

8. **PROPERTY OF LICENSOR.** All GoTribe Confidential Information is the property of Licensor. Licensee shall (i) not use the GoTribe Confidential Information except to use and promote the GoTribe Application at the Business; (ii) maintain the absolute confidentiality of GoTribe Confidential Information during and after the Term and the Extension Terms; and (iii) adopt and implement all reasonable procedures during and after the Term and Extension Terms to prevent unauthorized use or disclosure of the GoTribe Confidential Information. Licensee shall divulge GoTribe Confidential Information only to its employees and independent contractors who must have access to the GoTribe Confidential Information to perform their responsibilities.

9. **ASSIGNMENT.** Licensor may transfer and assign the GoTribe Marks, the GoTribe Application, its other assets and its rights under this Agreement, may sell securities in a public offering or in a private placement, merge, acquire other entities, be acquired by another entity or undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring, all without the consent or approval of Licensee. Licensee's rights under this Agreement are personal and granted to Licensee in reliance upon the character, skill, aptitude, attitude, experience, business ability and financial condition and capacity of Licensee and that of its owners and Trainers and may not be directly or indirectly sold, assigned, transferred, delegated, sub-licensed, pledged, donated or encumbered without the prior written consent of Licensor.

10. **INDEMNIFICATION.** Licensee shall indemnify, defend and hold harmless Licensor and its affiliates and their respective officers, directors, shareholders, members, managers, agents, employees and other representatives (each, an "**Indemnitee**") against all third party damages, claims, liabilities, losses and other expenses, including, without limitation, reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that arise out of Licensee's use of the GoTribe Application at the Business. If Licensee fails to promptly indemnify and defend a claim and/or pay an Indemnitee's expenses, the Indemnitee shall have the right to defend itself, and in that case, Licensee shall reimburse the Indemnitee for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending the claims within thirty (30) days of Indemnitee's written request.

11. **TERMINATION AND EXPIRATION.** This Agreement may be terminated by either Party at any time for any reason or no reason by written notice to the other Party. If Licensee elects to terminate this Agreement, Licensee must do so on or before the last day of the applicable calendar month or Licensee will be obligated to pay Licensor the Monthly Service Fees for the subsequent calendar month. Except as otherwise provided in this Agreement, following the expiration or termination of this Agreement, all obligations of the Parties to each other shall immediately cease and terminate. Licensee shall immediately cease use of the GoTribe Application, the GoTribe Marks and the GoTribe Confidential Information and shall have no further right to access or make

any use of any GoTribe Data. The expiration or termination of this Agreement shall not relieve either Party from any obligations that accrued prior to the expiration or termination date. Further, all covenants and conditions in this Agreement, which by their express terms or by reasonable implication, are to be performed in whole or in part by the Parties after the expiration or termination of this Agreement, shall be performed by the Parties and shall survive the expiration or termination of this Agreement.

12. **REPRESENTATIONS AND WARRANTIES OF LICENSEE.** Licensee represents and warrants to Licensors that (i) the execution, delivery and performance of this Agreement by Licensee do not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Licensee is a party or by which Licensee is bound; (ii) upon the execution and delivery of this Agreement by Licensee, this Agreement shall be the valid and binding obligation of Licensee, enforceable in accordance with its terms; (iii) Licensee has read this Agreement and is fully aware of the legal and binding effect of this Agreement; and (iv) Licensee has consulted with independent legal counsel or has voluntarily elected to forgo the opportunity to consult with independent legal counsel regarding Licensee's rights and obligations under this Agreement and fully understands the terms and conditions contained in this Agreement.

13. **STATUS OF LICENSEE.** Licensee is and shall at all times be an independent contractor in all matters pertaining to this Agreement and the license granted under this Agreement. Nothing contained in this Agreement shall create or be construed to create a partnership, joint venture or agency between Licensee and Licensors. Neither Party shall be liable for the debts or obligations of the other Party unless expressly assumed in writing. Except as otherwise provided in this Agreement, neither Party shall have the right to bind the other Party, transact business in the other Party's name or in any manner make any promises or representations on behalf of the other Party, nor contract any debts or obligations on behalf of the other Party, or their affiliates, unless otherwise agreed in writing by the Parties.

14. **DISPUTE RESOLUTION.**

14.1 **Mediation.** If any dispute arises between the Parties regarding the provisions of this Agreement (a "**Dispute**"), the Parties pledge to attempt first to resolve any Dispute by mediation conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "**AAA**"), unless the Parties agree on alternative rules and a mediator within fifteen (15) days after either Party first gives written notice of mediation. Mediation shall be conducted in Los Angeles, California, and shall be conducted and completed within sixty (60) days following the date either Party first gives notice of mediation, unless otherwise agreed to in writing by the Parties. The fees and expenses of the mediator shall be shared equally by the Parties. Evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation. If the Parties fail to commence and complete mediation within the forty-five (45) day period, either Party may initiate arbitration proceedings.

14.2 **Arbitration.** If the Parties fail to resolve a Dispute by mediation within the sixty (60) day period, either Party may initiate arbitration proceedings in accordance with the Commercial Arbitration Rules of the AAA within thirty (30) days after the mediation proceedings are completed. Arbitration will be conducted before one arbitrator in Los Angeles, California, and will be completed within ninety (90) days following the date either Party demands arbitration. The fees and expenses of the arbitrator will be shared equally by the Parties. Judgment upon the arbitrator's award may be entered in any court of competent

jurisdiction. All mediation and arbitration proceedings between the Parties shall be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis. Arbitration proceedings shall not be consolidated with any other proceeding involving any other person, except for Disputes involving affiliates of the Parties.

14.3 **Attorneys' Fees.** If either Party shall bring any action, proceeding or appeal for any relief against the other Party, declaratory or otherwise, to enforce the terms of this Agreement or to declare rights under this Agreement (an "**Action**"), the prevailing Party shall be entitled to recover as part of the Action its reasonable attorneys' fees and costs, including any fees and costs incurred in bringing and prosecuting the Action and/or enforcing or collection of any order, judgment, ruling or award granted as part of the Action.

15. **GENERAL PROVISIONS.**

15.1 **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of California. Venue for purposes of any actions brought in connection with or arising out of this Agreement shall be conclusively presumed to be in the State of California, County of Los Angeles. Licensee has read this Section 15.1 and is fully aware of the legal and binding effect of this Section 15.1

15.2 **Notices.** All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail or by private overnight delivery at the addresses set forth in Exhibit A. Service shall be deemed conclusively made (i) at the time of service, if personally served, (ii) twenty-four (24) hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail, (iii) upon the earlier of actual receipt or three (3) calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail, and (iv) twenty-four (24) hours after delivery by the Party giving the notice, statement or demand if by private overnight delivery. Either Party may change its address by a written notice given in the manner set forth in this Section 15.2 to the other Party.

15.3 **Privacy Policy.** Licensor has the utmost respect for our Licensees privacy. In no way will Licensor violate this philosophy. Licensor will not release any information gathered about our Licensee's or Licensee's clients. Any information that the Licensor gathers from the Licensee's or Licensee's clients will be compiled anonymously and used solely for our statistical purposes. This statistical information will be used to help the Licensor enhance the portal and app experience for all users. Licensor will collect and use Licensee's personal information for internal purposes only. Licensor will never disclose Licensee's personal information without explicit consent. All payment information is maintained and stored and protected by Braintree and is compliant to all PCI DSS (Payment Card Industry Data Security Standard) standards. Licensor is likely to evolve its privacy policy as the company evolves. Licensor will not reduce your rights under this policy without Licensee's explicit consent. Licensor will post any policy changes to Licensees account with 30 days prior notice for Licensee to view these terms before continuing with use of their account.

15.4 **Waivers.** The delay, omission or forbearance either Party to take action to remedy or seek damages for the breach or default of any term, covenant or condition contained in this Agreement or to exercise any right, power or duty arising from such breach or default shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach or default of the same or any other term, covenant or condition this Agreement contained.

15.5 **Entire Agreement.** This Agreement and the Exhibits attached to this Agreement set forth the entire agreement and understanding of the Parties regarding the subject matter of this Agreement and any agreement, representation or understanding, express or implied, heretofore made by either Party or exchanged between the Parties are by this Agreement waived and canceled. This Agreement may be modified only by a writing instrument executed by the Parties. Neither Party, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of constructing this Agreement, and all language in all parts of this Agreement shall be construed simply and in accordance with its fair meaning, and not strictly for or against either Party. The invalidity of any one or more of the provisions contained in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision of this Agreement. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either Party, nor shall any provision give any third persons any right of subrogation or action against either Party. **LICENSEE DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

15.6 **Cumulative Remedies.** Any specific right or remedy set forth in this Agreement, legal, equitable, or otherwise, shall not be exclusive, but shall be cumulative with all other rights or remedies set forth in this Agreement or allowed or allowable by applicable law.

15.7 **Titles; Gender; Recitals.** The various titles of the Sections in this Agreement are used solely for convenience and shall not be used in interpreting or construing any word, clause, paragraph, or subparagraph of this Agreement. All words used in this Agreement in the singular shall include the plural and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine. Recitals A and B are true and correct are incorporated into the body of this Agreement.

15.8 **Assignment and Successors.** This Agreement shall be binding upon each of the Parties to this Agreement, their respective heirs, executors, administrators, personal representatives, successors and assigns, subject to the restriction on assignments by Licensee in Article 9.

15.9 **Counterparts and Electronic Transmission.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Agreement with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Agreement.

15.10 **Electronic Execution and Copies.** This Agreement and all Exhibits to this Agreement may be signed electronically by the Parties and Electronic Signatures appearing on this Agreement and the Exhibits shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement and the Exhibits. An executed copy of this Agreement (or any portion of this Agreement) may be delivered by either of the Parties by facsimile, electronic, digital, magnetic, optical, electromagnetic, or similar capability regardless of the medium of transmission (collectively, “**electronic**”), and

delivery will be effective and binding upon the Parties, and will not in any way diminish or affect the legal effectiveness, validity or enforceability of this Agreement. Licensee acknowledges and agrees that Licensor may create an electronic record of any or all agreements, correspondence or other communications between the Parties or involving third parties and may thereafter dispose of or destroy the original of any of the agreements, correspondence or other communications. Any such electronic record will be inscribed on a tangible medium or stored in an electronic or other medium and be retrievable in perceivable form, and will be maintained in and readable by hardware and software generally available. Notwithstanding any applicable law to the contrary, any electronic version of this Agreement or any other agreements, correspondence or other communications between the Parties will have the same legal effect, validity and enforceability as an original of any document, even if the original of the document has been disposed of or intentionally destroyed.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

GOTRIBE, INC
APPLICATION LICENSE AGREEMENT

EXHIBIT A
LICENSE INFORMATION

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APPLICATION LICENSE AGREEMENT

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ADDITIONAL TRAINING FEE: 1 hour of training is included in every trial of the software. After sign up, 1 additional hour is available for training and setup questions. Customer service and technical support is included in the monthly fee. All additional in depth training will be at a rate of \$100 per hour.

TRAINERS MONTHLY SERVICE FEE: Your first client is free. After 2 clients are added to the platform a fee of \$50 per month will be charged for up to 10 clients in your client list. After 11 clients are reached a fee of \$100 per month will be charged. There is no limit to the amount of clients you can have on your profile and the fee will not increase past \$100 per month.

GYM OWNERS MONTHLY SERVICE FEE: A fee of \$50 per employee, (anyone working for the Licensee) per month will be charged every month on the day that the account is activated. This fee will increase with each employee added until it reached \$500 per month. After this, new employees can be added at no additional cost.

LEAD HANDOFF: When leads are handed off to Licensees from Licensor the Licensor will receive 50% of the first month's sale upon sign up of this lead.

NOTICE ADDRESS FOR LICENSOR: 4444 Lankershim Boulevard, Suite 108, Los Angeles, California 91602.

IN WITNESS WHEREOF, the Parties have executed this **Exhibit A** on the Effective Date.

GOTRIBE, INC

EXHIBIT B APPLICATION END USER LICENSE AGREEMENT

TERMS OF SERVICE (Last updated: July 04, 2017)

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the <https://www.app.gotribefit.com/users/login> website and the GoTribe App mobile application (together, or individually, the "Service") operated by GoTribe Fit LLC ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

COMMUNICATIONS

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

SUBSCRIPTIONS

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set on a monthly basis.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or GoTribe Fit LLC cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting GoTribe Fit LLC customer support team.

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide GoTribe Fit LLC with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize GoTribe Fit LLC to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, GoTribe Fit LLC will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

FREE TRIALS

GoTribe Fit LLC may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by GoTribe Fit LLC until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your

Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, GoTribe Fit LLC reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

FEE CHANGES

GoTribe Fit LLC, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

GoTribe Fit LLC will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

REFUNDS

Except when required by law, paid Subscription fees are non-refundable.

CONTENT

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Service.

GoTribe Fit LLC has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of GoTribe Fit LLC or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

ACCOUNTS

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all

activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

INTELLECTUAL PROPERTY

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of GoTribe Fit LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of GoTribe Fit LLC.

LINK TO OTHER WEB SITES

Our Service may contain links to third party web sites or services that are not owned or controlled by GoTribe Fit LLC

GoTribe Fit LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that GoTribe Fit LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

TERMINATION

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless GoTribe Fit LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

LIMITATION OF LIABILITY

In no event shall GoTribe Fit LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

DISCLAIMER

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

GoTribe Fit LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

CHANGES

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

CONTACT US

If you have any questions about these Terms, please contact us.