

BTG Membership Agreement and Waiver

UPDATED: 2023.12.06

Please read this agreement and any others it refers to in their entirety before signing the agreement at the end. This agreement sets out the terms of your membership with The BTG, so you should take the time to read and understand it. If there is anything you do not understand and need clarification on, please contact your coach!

Please also note that by signing this Agreement, you are agreeing to the Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement contained as section 13 herein, by which you give up the right to sue for any injury or damages, howsoever caused.

1. THE PARTIES

This is a binding Agreement between JPS Body Transformation Group Inc. (The BTG), located at 2218 Champlain Drive, Abbotsford, BC (the Facility), and the Member (whose full legal name is entered at the end of this Agreement). The Member (or their Parent / Guardian if the Member is under 19 years old) signs this agreement on behalf of themselves, their personal representatives, heirs and assigns.

Each party to this Agreement is expected to perform its obligations fully and faithfully. Where a Member is unable to perform his or her obligations, please refer to section 11 of this Agreement for circumstances by which cancellation of this Agreement will be considered by The BTG.

2. TERM

a) INITIAL 3-MONTH TERM – This Agreement commences from the Agreement Date (entered at the end of this Agreement) and continues for a 3-month term (the Term) following the later of the Agreement Date or the date of the Member's first scheduled in-person training session with The BTG (the Training Commencement Date). This date will also be known as the "Renewal Date".

b) AUTOMATIC RENEWAL – The Member agrees that by signing this Agreement, the Member consents and directs The BTG to renew this Agreement automatically after the initial Term, on the same terms and conditions herein set out except that the new Term shall be monthly, until the earlier of a new Agreement or Term is agreed by The BTG, or the Member provides thirty (30) days' written notice of cancellation of this Agreement.

c) CHANGES TO RENEWAL DATE – The Member's Renewal Date may change from time to time, at The BTG's sole discretion, in order to adjust billing due to facility closures, medical issues, or other circumstances that may arise. The Member will be informed of these changes in advance of them being enacted wherever reasonably possible.

3. MEMBERSHIP FEES AND DISCOUNTS

a) The Member agrees to pay to The BTG all fees, including Membership Fees and Ancillary Services fees, as and when due, without deduction or set-off.

b) MONTHLY BASE RATES – The current Monthly Base Rates for training effective January 1, 2024 are as follows, and the Member chooses one of the options below.

- SEMI-PRIVATE 2X In-Person Membership (2 In-Person, Small Group sessions per week) - \$233.77 + GST
- SEMI-PRIVATE 3X In-Person Membership (3 In-Person, Small Group sessions per week) - \$350.65 + GST
- SEMI-PRIVATE 4X In-Person Membership (4 In-Person, Small Group sessions per week) - \$467.54 + GST

c) ANNUAL INCREASE – The BTG hereby advises the Member that effective January 1 of each calendar year, an Annual Increase to the Monthly Base Rates above will be applied automatically without any further notice to the Member. This Annual Increase will be equal to the Average Annual Rate of CPI (Consumer Price Index) Inflation as calculated by the Bank of Canada's Inflation Calculator (<https://www.bankofcanada.ca/rates/related/inflation-calculator/>) during the month of December of the preceding year (E.G. 2024's Annual Increase was calculated in December 2023), rounded up or down, at The BTG's sole discretion, to the nearest whole percentage point or zero, whichever is greater. This Annual Increase shall only be effective upon the Member's subsequent payments to The BTG and shall not be retroactive.

d) MONDAY TRAINING DISCOUNT – In 2024, In-Person Members who regularly train at least 2x per week and whose regularly-scheduled weekly training sessions fall on Mondays may, at The BTG's sole discretion, receive a monthly Monday Training Discount of 10 / 48 the equivalent value of the four Monday training sessions billed each calendar month to account for The BTG being closed on the ten statutory holidays in 2024 that fall on Mondays (New Year's Day, BC Family Day, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, The National Day for Truth and Reconciliation, Thanksgiving and Remembrance Day). This discount will equal \$24.35 per month in 2024. Members who receive the Monday Training Discount are not entitled to additional training days in lieu of the holiday Mondays listed above when we are closed.

e) OTHER DISCOUNTS – The BTG reserves the right to offer any or all members additional discounts at its sole discretion, at any time, for any duration, without notice to The Member. If no pre-determined end date or conditions for termination for such discounts are set when the discount is first offered, The BTG will provide affected members with notice of the termination of any such discount at least 30 days in advance of its termination.

f) Notwithstanding sections 3b, 3c, 3d and 3e (above), The BTG reserves the right to modify its fees or discounts from time to time, provided it has posted notice at its Facility and/or sent notification by email to the Member at least 30 days in advance of any proposed fee change. If The BTG prescribes a fee change, such change shall only be effective upon the Member's subsequent payments to The BTG and shall not be retroactive.

g) The Member authorizes The BTG to debit the Member's bank account or credit card held on file for all fees, taxes, dishonoured payment fees (\$20.00 per occurrence), and late fees (\$20.00 per occurrence).

4. SERVICES

a) In consideration of payment of the membership fees (the Membership Fees) set out in section 3 hereof for a SEMI-PRIVATE Membership, The BTG agrees to provide to the Member non-exclusive use of and access to The BTG's online training content and materials, including but not limited to the online portal, the mobile app(s), and designated member-only groups or pages on social media (collectively, the Online Resources). The manner in which this access is to be provided and the selection of the content available to The Member will be at the sole discretion of The BTG.

The BTG further agrees to provide to the Member non-exclusive use of and access to the Facility and use of The BTG's gym equipment under the direction and supervision of The BTG's staff during the Member's scheduled, in-person, small group session dates and times only, or on alternative dates and times at the sole discretion of The BTG.

b) The Member acknowledges and agrees that Membership Fees paid by the Member do not entitle the Member to ancillary services including, but not limited to, private or semi-private personal training, additional fitness classes or workshops, and nutrition/wellness coaching (collectively, the Ancillary Services), either online or in-person. Ancillary Services are available to Members at an additional cost from The BTG, or may be offered at no additional cost at The BTG's sole discretion.

5. SCHEDULED SESSIONS AND / OR COACHING CALLS

a) SCHEDULED IN-PERSON TRAINING SESSIONS

—(i) REGULARLY SCHEDULED DAYS AND TIMES — Upon joining The BTG, SEMI-PRIVATE Members commit to attending one or more regularly scheduled session days and times each week, and the expectation is that commitment will be generally adhered to in order to facilitate scheduling of other Members, The BTG's staff and other resources.

—(ii) SESSIONS CANCELLED BY MEMBERS DUE TO ILLNESS AND/OR MANDATORY SELF-ISOLATION OR QUARANTINE — Under our Rules and Regulations, and in accordance with guidance from the BC Centre for Disease Control, members are not allowed to attend in-person training if they have active cold or flu symptoms, and are not permitted to return to training for at least 5 days following the onset of symptoms. If there are other mandatory self-isolation/quarantine periods in force (E.G. when returning to BC from outside the province), members are not permitted to return to training until that period has been completed. In either case, the number of sessions missed will be accrued on file with The BTG, and any subsequent sessions missed for this reason will accrue until they equal one month's worth of the member's regular membership, at which time they will be converted to a credit towards the member's next billable month of training. These accrued sessions and any converted credit value are not transferable or redeemable in cash, can only be applied to the purchase of online or in-person training services from The BTG, and are forfeited if the membership Agreement is terminated either by The BTG or the Member.

—(iii) SESSIONS CANCELLED BY MEMBERS FOR OTHER REASONS — For sessions cancelled by the Member for reasons other than those outlined in 5(a)(ii) above, while we will make every effort to schedule make-up sessions where possible when a Member is unable to attend their regularly scheduled sessions, we cannot guarantee it will be possible, and no refund or credit will be given for any scheduled sessions missed or cancelled by a Member.

—(iv) SESSIONS CANCELLED BY THE BTG DUE TO INCLEMENT WEATHER — Your safety is important to us! If weather conditions are such that access to our facility is not deemed safe by The BTG management/staff (E.G. the street, driveway or path is extremely icy, or whiteout road conditions occur in the vicinity of the facility), we will close the facility and inform all members with subsequently scheduled sessions of the closure by whatever means we have available. While we will make every effort to schedule make-up sessions in lieu of such a closure, we cannot guarantee it will be possible, and no refund or credit for sessions missed will be given.

—(v) SESSIONS CANCELLED BY THE BTG DUE TO POWER OUTAGE — For safety (and practical) reasons, we will not train during a power outage. If a brief outage occurs during a training session, and we are able to continue in short order, we will. If an extended power outage occurs, we will close the facility. While we will make every effort to schedule make-up sessions in lieu of such a closure, we cannot guarantee it will be possible, and no refund or credit for sessions missed will be given.

—(vi) SESSIONS CANCELLED BY THE BTG FOR OTHER REASONS — For sessions cancelled by The BTG due to trainer illness, environmental conditions or other circumstances deemed as necessitating a closure by The BTG, we will make every effort to schedule make-up sessions in lieu of such a closure, but we cannot guarantee it will be possible. At The BTG's sole discretion, we may offer a refund or credit for sessions missed due to these circumstances.

b) SCHEDULED COACHING CALLS

—(i) CALLS CANCELLED BY MEMBERS — While we will make every effort to schedule make-up calls where possible when a Member is unable to attend a scheduled call, we cannot guarantee it will be possible, and no refund or credit will be given for any scheduled calls missed or cancelled by a Member.

—(ii) CALLS CANCELLED BY THE BTG — For calls cancelled by The BTG due to coach illness, technical issues, environmental conditions or other circumstances deemed as necessitating a cancellation by The BTG, we will make every effort to

schedule make-up calls in lieu of the cancelled call, but we cannot guarantee it will be possible. At The BTG's sole discretion, we may offer a refund or credit for calls missed due to these circumstances.

c) EXPIRY OF UNUSED SESSIONS AND / OR COACHING CALLS — All scheduled sessions and/or coaching calls the Member is entitled to as part of their membership will expire each calendar month on the day of the month corresponding to the Renewal Date, and the Member will then become entitled to a new monthly allotment of sessions and / or calls. No refund or credit for expired sessions or calls will be given.

6. SCHEDULED FACILITY CLOSURES AND HOLIDAYS

a) STATUTORY HOLIDAYS THAT REGULARLY FALL ON MONDAYS – The BTG Facility is closed and online coaching is not usually offered on all the Canadian statutory holidays that regularly fall on Mondays (BC Family Day, Easter Monday, Victoria Day, BC Day, Labour Day and Thanksgiving Monday). The BTG is also closed on the Fridays, Saturdays and Sundays preceding these holiday Mondays. For SEMI-PRIVATE or PRIVATE members, these closures are already accounted for with the Monday Training Discount outlined in section 3e herein, and no additional sessions will be given in lieu of the ones that would have fallen on the holiday Monday.

b) STATUTORY HOLIDAYS THAT FALL ON SPECIFIC DATES – The BTG Facility is closed and online coaching is usually not offered on all other Canadian statutory holidays (New Year's Day, Canada Day, National Truth and Reconciliation Day, Remembrance Day, Christmas Day and Boxing Day). In years when any of these holidays fall on weekdays when we would normally conduct training, an equivalent number of days will be deducted from the 20 business days allotted for Staff Holidays and Facilities Maintenance detailed in 6c below.

c) STAFF HOLIDAYS AND FACILITIES MAINTENANCE – The BTG Facility will be closed for up to 20 business days each calendar year for our staff to take holidays and for ongoing maintenance to our facility. These days may include the date-specific statutory holidays specified in 6b above when they fall on weekdays when we would normally conduct training. These closures are already accounted for in the SEMI-PRIVATE and PRIVATE membership fees by way of The BTG charging for only 48 weeks of training per calendar year, with billing split evenly over 12 calendar months for the mutual convenience of The BTG and its Members.

d) MEMBER HOLIDAYS – Because of our very limited membership capacity, The BTG does not offer any membership suspension options for members' holidays. Therefore, memberships and the automatic billing for them will continue through members' holidays, and no credit will be given for sessions missed during these absences.

7. EXTENDED CLOSURES OF THE FACILITY

a) The Member agrees that if The BTG is required to close the Facility for a period of time for reasons not covered in 6(a) through (d) above, and is unable to provide in-person training sessions during this closure, automatic billing will continue as scheduled, and SEMI-PRIVATE and PRIVATE In-Person members will accrue credits to their account with The BTG for a value equivalent to the in-person sessions missed, which will be paid out to the member during subsequent billing periods at The BTG's sole discretion. This credit is not transferable or redeemable in cash, can only be applied to the purchase of training services from The BTG, and is forfeited if the membership Agreement is terminated by either The BTG or the Member.

b) Notwithstanding 7(a) above, the conditions and requirements for termination of the Agreement laid out in sections 10 and 11 herein remain in effect. The BTG, at its sole discretion, may choose to waive the requirement for 30 days' notice in writing laid out in 11(e) if a member requests termination of their membership due to an extended closure.

8. FACILITY AND ONLINE RESOURCES RULES AND REGULATIONS

The Member acknowledges and agrees with The BTG that the Facility and the Online Resources bring together a community of interests. To balance the interests of its Members, The BTG has Rules and Regulations, which are available for viewing on

our website at <http://www.btgfitness.com/facility-rules-and-regulations>. These Rules and Regulations relate to conduct between Members and conduct between the Member and The BTG.

The Member agrees to conduct himself or herself respectfully at all times while using the Facility and/or the Online Resources. The Member acknowledges being made aware of The BTG's rules and regulations and agrees to strictly comply with same. The Member further acknowledges and agrees that The BTG may from time to time, and at any time, amend or adopt its rules and regulations in its sole discretion. For greater clarity, The BTG may, at any time, and for any reason alter its hours of operation, or add, modify and/or eliminate any program, facility, activity, class or service.

9. NON-TRANSFERABILITY OF MEMBERSHIP AND/OR MEMBER PRIVILEGES

This Agreement and any rights or privileges granted to the Member by this Agreement may not be transferred or assigned. The Member acknowledges that personal training sessions are non-transferrable. The Member is prohibited from loaning, selling, assigning, or transferring training sessions to any third party(ies) and any attempted assignment or transfer shall be null and void. The BTG reserves the right to revoke training sessions. The foregoing does not limit The BTG's right to assign all of its rights, interests and obligations pursuant to this Agreement to a third party without the consent of the Member.

10. TERMINATION OF MEMBERSHIP AGREEMENT BY THE BTG

The BTG may terminate this Membership Agreement at any time without notice should a Member fail to observe The BTG's Facility Rules and Regulations, fail to pay fees, or for any reason whatsoever in The BTG's sole discretion. In such event, The BTG shall refund any prorated Membership Fees in accordance with the Business Practices and Consumer Protection Act (the BPCPA).

11. TERMINATION OF MEMBERSHIP BY THE MEMBER

Notwithstanding the initial Term of this Agreement described in section 2a above, all training and nutrition coaching membership agreements with The BTG constitute Continuing Services Contracts under the Business Practices and Consumer Protection Act (BPCPA), and as such there are specific rights and procedures regarding contract cancellations that apply during that initial Term, outlined in sections 11a, 11b and 11c below:

a) 10-DAY COOLING-OFF PERIOD – Section 25(1) of the BPCPA states that a consumer may cancel a continuing services contract like this Agreement for any reason by giving Notice of Cancellation as outlined in 11e (below) to The BTG not later than 10 days after the date that the consumer receives a copy of the contract. For the purposes of this Agreement, that date is deemed to be the Agreement Date entered herein, because the Member is immediately provided access to an electronic form of this contract.

b) CANCELLATION DUE TO MATERIAL CHANGE – The Member may cancel this Agreement at any time pursuant to section 25(2) of the BPCPA if the Member experiences a material change in either the Member's circumstances or in BTG Fitness' services, as defined in sections 25(3) and 25(4) of the BPCPA. For further information on what constitutes material change in either case, please refer to the BPCPA, which is available online at http://www.bclaws.ca/civix/document/id/complete/statreg/04002_00.

c) CANCELLATION FOR OTHER REASONS DURING THE INITIAL TERM – If you have not yet completed the full initial Term of this Agreement, and your reason for cancelling does not fall into one of the categories in 11a or 11b above, you may cease training at any time, but may, at The BTG's sole discretion, be required to pay the entire balance owing of your initial Term to terminate this Agreement.

d) CANCELLATION AFTER THE INITIAL TERM – After the initial Term of this agreement, your membership is on a month-to-month basis. As such, if you wish to cancel and your reasons for cancelling do not fall into the categories outlined in 11b above, you can do so by providing us with 30 days' Notice in writing, as detailed in 11e below.

e) NOTICE OF CANCELLATION – For a Notice to be effective, it must be in writing and be delivered to The BTG by a method that will allow the Member to prove delivery of such Notice. The Member may give Notice by registered mail, electronic mail, or personal delivery. For a Notice under section 11b of this Agreement, the Member shall provide their reason for cancellation and The BTG reserves the right to request documentation substantiating the Member’s reason for cancellation.

12. CONSENT TO PHOTOGRAPH / VIDEO

a) The Member gives permission to The BTG and/or parties designated by The BTG to photograph/video them and use such photograph(s)/video(s) in all forms of media, for any and all promotional purposes including advertising, display, audiovisual, exhibition or editorial use.

b) The Member consents to the use of their name in connection with the photograph(s)/video(s) if needed by The BTG and/or parties designated by The BTG.

c) The Member understands and agrees that they will not receive any payment for their time or expenses or any royalty for the publication of the photograph(s)/video(s) or the use of their name and the Member hereby releases The BTG and/or any parties designated by The BTG from any such claims.

13. RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (the Waiver)

TO: JPS BODY TRANSFORMATION GROUP INC. (The BTG) and its directors, officers, shareholders, employees, representatives and agents (collectively called the Agents), and to Jean-Pierre and Raina Siou and their employees, representatives and agents (collectively called the Owners).

The Member (or their Parent/Guardian if the Member is under 19 years old) hereby signs this agreement on behalf of themselves, their personal representatives, heirs and assigns.

a) The Member agrees as a precondition to their participation in all events organized by The BTG and/or the Agents and/or the Owners, including but not limited to fitness training, nutrition coaching, and any non-training events (collectively referred to as the Activities) and/or their access to and use of the Online Resources, and in further consideration of The BTG allowing them to do so, that they will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the Waiver).

b) The Member acknowledges that the Activities involve inherent risks and dangers that may cause serious injury and possible death to participants.

c) The Member fully understands the risks and dangers associated with their participation in the Activities and accept same entirely at their own risk.

d) The Member fully understands that the BTG and/or the Agents and/or the Owners are not medical practitioners, and that any advice or direction given with regards to fitness training and nutrition coaching is not to be construed as therapy or medical treatment for any illnesses, injuries or conditions they may have or experience. Furthermore, they agree that they will advise the BTG of any such illness, injury or condition before participating in the Activities and/or using the Online Resources, and that they will also obtain clearance from a medical professional before participating in the Activities and/or using the Online Resources.

e) The Member hereby waives any and all claims which they may have against the BTG, the Agents and the Owners and release the BTG, the Agents and the Owners from all liability for injury, death, property damage or any other loss sustained by them as a result of their participation in the Activities and/or access to or use of the Online Resources and/or use of or presence at the Facility, due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care by the BTG and/or the Agents and/or the Owners.

f) The Member agrees to hold harmless and indemnify the BTG, the Agents and the Owners from any and all liability for any damage to property of or personal injury to any third party, resulting from their access to or use of the Online Resources and/or use of or presence at the Facility or participating in the Activities.

g) The Member agrees to hold harmless and indemnify the BTG, the Agents and the Owners from any and all liability for any damage to property of or personal injury to any minor child/ward of theirs, resulting from such child/ward's access to or use of the Online Resources and/or use of or presence at the Facility or participating in the Activities.

h) The Member appreciates that the Agreement limits the liability of the Agents and/or the Owners to the same extent as it limits the liability of the BTG, even though the Agents and/or the Owners are not formal parties to the Agreement.

I am 19 years of age or older, and I have fully read and understand the Agreement and any other documents referenced herein. I understand that this document contains a promise not to sue The BTG and/or the Agents and/or the Owners, and that it constitutes a release of liability and indemnity for all claims. If I am the parent and/or guardian of the Member, I have read and understand and execute the agreement on behalf of my child / ward.

This Agreement Is Dated:

Date of the Agreement

Full Legal Name of The Member

Witness Signature

Member Signature

If the Member is under 19:

Full Legal Name of the Parent / Guardian

Signature of the Parent / Guardian