



RECURRING DUES MEMBERSHIP AGREEMENT CALIFORNIA

SECTION 1: BUYER'S RIGHTS IN CALIFORNIA

1.1 Notice to Consumer. "You, the buyer, may cancel this agreement at any time prior to midnight of the fifth business day of the health studio after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement, or words of similar effect. The notice shall be sent to: UFC GYM, with an address of 1241 E. Dyer Road, Ste. 100 Santa Ana, CA 92705.

1.2 Cancellation If Club Fails To Open. The performance of the agreed-upon services will begin within six months after the date the contract is entered into. The consumer may cancel the contract and receive a pro rata refund if the UFC GYM club location fails to provide the specific facilities advertised or offered in writing by the time indicated. If no time is indicated in the contract, the consumer may cancel the contract within six months after the execution of the contract and shall receive a pro rata refund. If the UFC GYM club location fails to meet a timeline set forth in this section, the consumer may cancel the contract at any time after the expiration of the timeline. However, if following the expiration of the timeline, the UFC GYM club location provides the advertised or agreed-upon services, the consumer may cancel the contract up to 10 days after those services are provided.

1.3 Cancellation For Death Or Disability. If, by reason of death or disability, the person agreeing to receive services is unable to receive all services for which he has contracted, he and his estate shall be relieved from the obligation of making payment for services other than those received prior to death or the onset of disability, and that if he has prepaid any sum for services, so much of such sum as is allocable to services he has not taken shall be promptly refunded to him or his representative. In every case in which a person has prepaid a sum for services under a contract for health studio services, and by reason of death or disability, is unable to receive all such services, the party agreeing to furnish such services shall, on request, immediately refund to such person or his personal representative such amount of the sum prepaid as is proportionate to the amount of services not received. For the purposes of this section, "disability" means a condition which precludes the buyer from physically using the facilities and the condition is verified by a physician. Notwithstanding the provisions of any contract to the contrary, whenever the contract price is payable in installments and the buyer is relieved from making further payments or entitled to a refund under this section, the amount of the contract price allocable to services not received shall represent at least as great a proportion of the total contract price as the sum of the periodic monthly balances not yet due bears to the sum of all the periodic monthly balances under the schedule of installments in the contract.

1.4 Relocation. If the person agreeing to receive health studio services moves further than 25 miles from the health studio and is unable to transfer the contract to a comparable facility, such person shall be relieved from the obligation of making payment for services other than those received prior to the move, and if such person has prepaid any sum for health studio services, so much of such sum as is allocable to services he or she has not taken shall be promptly refunded. If the person agreeing to receive health studio services moves further than 25 miles from the health studio and is unable to transfer the contract to a comparable facility, such person may be charged a predetermined fee not exceeding one hundred dollars (\$100), or, if more than half the life of the contract has expired, such person may be charged a predetermined fee not exceeding fifty dollars (\$50).

1.5 Equipment and Services. Champion members or Ultimate members will have access to (a) various cardio, strength and selectorized equipment; (b) bag racks; (c) MMA classes and training facilities including an Octagon; and (d) group exercise classes which are subject to change from time to time. Fitness only members have access only to cardio, strength and selectorized equipment. Members are permitted access to the club between the hours of 24 hours a day in most cases.

1.6 Cancellation. You may cancel your membership at any time by giving at least 21 days written notice via Registered or Certified U.S. Mail to: U Gym, LLC 1241 E. Dyer Road, Ste. 100, Santa Ana, CA 92705.

1.7 Contract Term. In no event shall this contract extend for a period longer than three years or thirty-six months.

SECTION 2: RIGHTS AND RESPONSIBILITIES

2.1 Default. Monthly dues shall be due and payable on the Due Date. A default occurs when any payment due under this agreement is not paid on or before the Due Date. Should any payment become past due, You will be charged a late fee of \$10 for each billing cycle where dues remain in arrears. Should any payments be returned for insufficient funds, You will be charged a returned item fee of \$25 to cover administrative expenses and other expenses related to obtaining payment. Should any payment become past due, UFC GYM reserves the right to suspend or cancel your membership privileges and send the matter to collections. If the account is sent to collections, you may be charged interest, service fees, and processing fees. Past due accounts are subject to Credit Bureau Reporting and collection attempts by postal mail, telephone, and email.

2.2 Minors. If the Member is less than 18 years of age, then the Agreement shall be signed by his/her adult parent or guardian as Payor, who shall be liable for payment of all financial and other obligations under this contract.

2.3 Club Rules. Members shall obey all posted and oral rules and regulations regarding operation, management or use of the club facilities, which are incorporated by reference herein, including UFC GYM's Terms of Use and Privacy Policy as posted on its website. In the sole and absolute discretion of UFC GYM, violation of the rules and regulations may result in eviction from the premises and/or suspension and/or termination of membership privileges. Member shall be responsible for damages caused by his/her careless use of equipment or facilities. Please use a towel and wipe down all equipment after use; all weights must be racked when you are finished using them; weights are not to be dropped; no loud or inappropriate behavior; solicitation without the consent of UFC GYM is prohibited. In UFC GYM's sole discretion, your membership may be revoked or suspended at any time if, in the judgment of UFC GYM: (i) you, or your guests, consistently fail to observe the rules and regulations; (ii) you have otherwise behaved in a manner contrary to the best interests of UFC GYM or any of UFC GYM's members or employees; (iii) you have instituted any type of legal action against UFC GYM, including but not limited to civil actions, arbitrations and/or mediations; and/or (iv) UFC GYM has instituted any type of legal action including, but not limited to civil actions, arbitrations and/or mediations against you.

2.4 Level of Access. "CHAMPION" memberships allow access to all UFC GYM locations in the U.S., except for certain markets (such as New York City) where additional fees may apply. "ONE GYM ACCESS" memberships allow access to only one designated UFC GYM location). From time to time, other membership plans may be offered; please ask UFC GYM management for details. If you have a ONE GYM ACCESS membership, you may change this membership to another UFC Gym location by written request and upon payment of an administrative fee, plus the difference, if any, in membership dues.

2.5 Limitation on Availability. It is to be expected that there may be occasional delays, especially during peak hours, in using the fitness equipment or that you may not always be able to attend a preferred exercise class. The availability of classes and equipment are subject to demand and are available on a first-come-first-served basis.

2.6 Member's Health Warranty. Member represents that he/she is in good physical condition and has no impairment, ailment or condition which would prevent the member from engaging in active or passive exercise which could be harmful to his/her health, safety, comfort or physical condition. Member understands and agrees that all exercises and all other use of equipment and facilities, and all exercise instruction, are taken at the sole risk of the member and that UFC GYM and any/all employees shall not be liable to the member for any personal injuries caused by any service or condition of the equipment or the facilities or by UFC GYM's negligence regarding the same. UFC GYM club facilities, equipment, policies, agreement terms, and services may be added, changed, subject to additional costs, rescheduled or discontinued in whole or in part from time to time, at the sole discretion of UFC GYM, with or without notice.

2.7 Consent to Image Use. You understand and acknowledge that while on UFC GYM premises, you, your guests, or your minor child's image (including live or recorded video images), may be used or shown on the UFC

GYM website and/or social media outlets (Facebook, Instagram, YouTube, etc.), and on any video, commercial, webinar, or other publication, regardless of the type of media, without limitation, and that by entering the premises you consent to the use of these images in this manner.

2.8 Consent to Contact. This Agreement shall constitute your express written consent for UFC GYM, or any third-party vendor affiliated with UFC GYM, to contact you by telephone, email or SMS text regarding any matter related to your account, including but not limited to, collection of any amounts past due, at the phone number and/or email address listed in this Agreement. In addition, by entering into this Agreement, you expressly consent to receiving promotions and other information from UFC GYM, its franchisees and affiliates, and understand and agree that your information will be used for these purposes. You consent to receiving up to five (5) autodialed text messages per month from and on behalf of UFC GYM at the phone number provided herein. You understand that not all carriers are covered and UFC GYM will not charge you for the text messages; however, message and data rates may apply. You understand that your consent is not required and is not a condition of any purchase; your signature below, however, constitutes your consent to this provision. You may opt-out from receiving unsolicited text message from UFC GYM at any time, and you consent to receiving a text message confirming your opt-out selection. These terms and instructions do not apply to messages sent by franchisees, which are independent companies not operated by U Gym, LLC. Contact them directly for instructions

2.9 Loss of Property. You and your guests are encouraged not to bring valuables onto the premises of a UFC GYM facility. UFC GYM shall not be liable for the disappearance, loss, theft, or damage to personal property whether inside or outside of the club, including, among other things, money, jewelry, negotiable securities, and other items left in lockers or storage compartments by you or your guests.

2.10 Club Use. Your failure to make use of the facilities or other privileges shall not relieve you of the financial obligations under this Agreement.

SECTION 3: RELEASE OF LIABILITY; ASSUMPTION OF RISK; CONSENT TO ARBITRATION; CLASS ACTION WAIVER

3.1 USING THIS FACILITY OWNED BY UFC GYM, OR ANY OTHER UFC GYM FACILITY INVOLVES THE RISK OF INJURY TO YOU OR YOUR GUEST, WHETHER YOU OR SOMEONE ELSE CAUSES IT. SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES TO MAJOR INJURIES, SUCH AS CATASTROPHIC INJURIES INCLUDING DEATH. EXCEPT AS OTHERWISE PROVIDED BY STATUTE, IN CONSIDERATION OF YOUR PARTICIPATION IN THE ACTIVITIES OFFERED BY UFC GYM, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND RELEASE BY U GYM, LLC, UG MANAGEMENT CO., LLC, ULTIMATE NEV, LLC, UG FRANCHISE OPERATIONS LLC, NeV, LLC, ZUFFA, LLC, CLUBREADY, LLC, AND EACH OF THEIR RESPECTIVE AFFILIATES, AND EACH OF THE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS AND INDEPENDENT CONTRACTORS THEREOF (THE "RELEASEES"), FROM LIABILITY FOR INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO YOU, YOUR SPOUSE, GUESTS, UNBORN CHILD, OR RELATIVES, RESULTING FROM YOUR USE OF UFC GYM, BUT NOT INCLUDING ORDINARY NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE RELEASEES OR ANYONE ACTING ON THE RELEASEES' BEHALF OR ANYONE USING UFC GYM FACILITIES, WHETHER RELATED TO EXERCISE OR NOT. YOU FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES FROM ALL LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS BROUGHT BY YOU, YOUR GUESTS, OR MINORS ACCOMPANYING YOU OR UNDER YOUR CARE; PROVIDED, HOWEVER, THAT YOUR OBLIGATION TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES SHALL BE WAIVED IF AND TO THE EXTENT THAT AN ARBITRATOR OR COURT OF PROPER JURISDICTION FINDS THAT ONE OR MORE OF THE RELEASEES EXHIBITED ORDINARY NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT IN

RELATION TO THE ACTION OR INACTION LEADING TO THE LIABILITY INCURRED BY YOU. FURTHER, YOU UNDERSTAND AND ACKNOWLEDGE THAT UFC GYM PROVIDES INSTRUCTIONAL, NOT RECREATIONAL, SERVICES, AND THE RELEASEES DO NOT MANUFACTURE FITNESS OR OTHER EQUIPMENT, BUT PURCHASE AND/OR LEASE EQUIPMENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES AND UFC GYM ARE PROVIDING RECREATIONAL SERVICES AND MAY NOT BE HELD LIABLE FOR DEFECTIVE PRODUCTS. BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE FOREGOING AND KNOW OF THE NATURE OF THE ACTIVITIES AT UFC GYM. TO THE EXTENT ANY PORTION OF THIS RELEASE IS DEEMED TO BE INVALID UNDER THE LAWS OF THIS STATE, THE REMAINING PORTIONS OF THE RELEASE SHALL REMAIN BINDING AND AVAILABLE FOR USE BY THE RELEASEES AND THEIR RESPECTIVE COUNSEL IN ANY PROCEEDING. BY AGREEING TO THIS RELEASE, UNDER NO CIRCUMSTANCES ARE YOU WAIVING YOUR RIGHTS TO SUE, ALTHOUGH YOU ARE LIMITING YOUR RIGHTS TO CERTAIN DAMAGES.

3.2 Dispute Resolution/Arbitration. At the election of either you or UFC GYM (including its employees, parents, subsidiaries, affiliates, agents, successors and assigns, collectively "UFC GYM Parties"), any claim, dispute or controversy, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory ("Claim") by either you or UFC GYM Parties against the other, arising from or relating in any way to (i) this Agreement, (ii) your UFC GYM membership or use of UFC GYM facilities, or (iii) (except as specifically provided in this Agreement) the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date a demand for arbitration is made. A copy of the AAA rules may be obtained from the AAA website at www.adr.org or by contacting UFC GYM. Claims made and remedies sought as part of a class action, private attorney general or other representative action (hereafter all included in the term "class action") are subject to arbitration on an individual basis, not on a class or representative basis. The arbitration will not determine class claims and will not be consolidated with any other arbitration proceedings. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to address that party's individual Claims. **ARBITRATION IS BINDING AND NEITHER YOU NOR UFC GYM PARTIES WILL HAVE THE RIGHT TO LITIGATE A CLAIM WHICH IS SUBJECT TO ARBITRATION IN A COURT. YOU AND UFC GYM PARTIES WILL NOT HAVE THE RIGHTS IN ARBITRATION THAT ARE PROVIDED IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION.** Alternatively, you and UFC GYM Parties may pursue a Claim within the jurisdiction of any appropriate Small Claims Court, or the equivalent court in your home jurisdiction (each a "Small Claims Court"), provided that the action remains in that court, is made on behalf of or against you only and is not made part of a class action, private attorney general action or other representative or collective action. You and UFC GYM Parties also agree not to seek to enforce this arbitration provision, or otherwise commence arbitration based on the same claims in any action brought before the Small Claims Court. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Agreement and your membership will be governed by the laws of the state where you reside and, as applicable, federal law. Judgment upon any arbitration award may be entered in any court having jurisdiction. In the event that there is a dispute about whether limiting arbitration of the parties' dispute to non-class proceedings is enforceable under applicable law, then that issue shall be resolved by litigation in a court rather than by the arbitrator. If it is determined that resolution of a Claim shall proceed on a class basis, it shall proceed in a court of competent jurisdiction rather than in arbitration. Unless the parties expressly agree otherwise, any in-person arbitration proceeding will take place in Orange County, California. UFC GYM will pay, or reimburse you for, all arbitration fees or costs to the extent required by law or the rules of the AAA. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against UFC GYM, UFC GYM will reimburse you for any fees paid to the AAA in connection with the arbitration proceedings. If you are required to advance any fees or costs to the AAA, but you ask UFC GYM to do so in your stead, UFC GYM will consider and respond to your request. This arbitration agreement applies to all Claims now in existence or that may arise in the future. This arbitration agreement survives the termination of this Agreement and the completion of your UFC GYM membership, including your

payment in full, and your filing of bankruptcy. The above notwithstanding, any Claim that relates to allegations of your personal injury shall be outside the scope of this arbitration provision as shall any Claim required to be filed in a court by state or federal law.

3.3 Class Action Waiver. You and UFC GYM agree that any proceedings to resolve or litigate any dispute, whether in arbitration, in court, or otherwise, will be conducted solely on an individual basis, and that neither you nor UFC GYM will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you or UFC GYM acts or proposes to act in a representative capacity.

3.4 Governing Law. This Agreement shall be interpreted under the laws of the State of California. Any litigation under this Agreement shall be resolved in the courts of the State of California.

3.5 Entire Agreement. This Agreement, and all rules and regulations of UFC GYM, as revised from time to time, constitute the entire and exclusive agreement between you and UFC GYM, and supersede all prior written and/or oral promises, representations, understandings and/or agreements relating to this membership purchase. UFC GYM can void this Agreement if it is not completed by a UFC GYM employee in accordance with the current pricing and payment programs, or if there has been any misrepresentation by you (whether as Member or Payor). You acknowledge and understand that UFC GYM employees at UFC GYM facilities are not authorized to make any written or verbal changes, additions or modifications to this Agreement.

SECTION 4: DUES, FEES AND CHARGES; PAYMENT AUTHORIZATION

4.1 Payment Obligations. You, as the Buyer or Payor, agree to pay all amounts due under this Agreement 1 (collectively, "Dues, Fees and Charges"). Except as expressly provided in this Agreement, Dues Fees and Charges which have been paid to UFC GYM are not refundable. No deduction from any payments shall be made because of your failure to use UFC GYM's facilities or services.

4.2 Authorization For Payment By Credit Card Or ACH/EFT. By signing below, I hereby authorize UFC GYM or its agent to charge my debit/credit card, or initiate ACH/EFT transfers, from my Designated Account for the purpose of paying all Dues, Fees and Charges, including any fees or charges for fitness services or other ancillary services, which I owe to UFC GYM per the terms of this Agreement, or until my membership is properly cancelled or terminated, whichever occurs first. I understand and acknowledge that the amounts charged or transferred from my Designated Account may vary each month between the Recurring Dues charged herein and three times that amount, due to a change in monthly dues, past unpaid dues, applicable taxes, and other fees and charges. I understand that I have a right to receive notice in writing at least 10 days in advance of any ACH/EFT debit (checking, savings, credit/debit card) that will fall outside of this range. If I choose to pay by credit card, I agree to allow my checking account to be drafted should my credit card be rejected for any reason until new credit card information is provided.

4.3 Lost Card Fee. Lost membership cards will be replaced for a fee of \$15.

4.4 Freeze Policy. (i) *Medical.* If you are temporarily unable to use the UFC GYM facilities for medical reasons, you may request a freeze of your membership in monthly increments for a minimum of one (1) month to a maximum of six (6) months per year. You are required to provide a written doctor's note at the time of requesting a freeze, and must complete our Membership Freeze Form and return it to the general manager of the UFC GYM facility. UFC GYM reserves the right to verify the note with the doctor and you agree to waive any Doctor/Patient privilege, and execute any releases required by such doctor solely with regards to the medical reasons stated in the doctor's note for the medical freeze. (ii) *Non-medical.* If you desire to freeze your account for a non-medical reason, you must complete our Membership Freeze Form and return it to the general manager of the UFC GYM facility. You acknowledge and understand that freezing your membership will extend the term of the Agreement and that you will still be obligated to pay your monthly dues as per your original Agreement after the freeze period until the minimum term has expired. A fee of \$15 per month will be assessed for freezing a membership. UFC GYM reserves the right to adjust this freeze policy from time to time in its sole discretion. All requests must be received at least fourteen (14) days prior to your next billing date period. Retroactive freezes will not be accepted.

