

CONTRACT dated as indicated, by and between the undersigned Seller, Crunch Fitness (“Crunch or Seller”) and the undersigned buyer (“Member or Buyer”) for the sale and purchase of a Membership to Crunch at the above location according to the terms and conditions set forth herein.

RENEWAL PROGRAM OPTIONS:

AUTOMATIC RENEWAL PROGRAM:

Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew for the rate indicated below. Renewal terms may be cancelled at any time provided a 30-day written notice is delivered to the club’s address or sent by email. It is also understood that the club has the option to increase monthly renewal dues without notice during any renewal period not to exceed the indicated amount per month.

TOTAL AMOUNT: INDICATED AMOUNT PER MONTH FOR FUTURE AUTOMATIC RENEWAL.

NONRENEWABLE MEMBERSHIP:

This membership will expire on the indicated date.

An annual Club Enhancement fee of the indicated amount will be billed 60 days from begin date and will recur on your anniversary date each year thereafter.

Kick Off Session: I acknowledge and agree that I must attend a Kick Off Session to complete my membership. Failure to do so may result in the suspension or cancellation of my membership. A \$15 service fee may apply for missed appointments.

Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten days late. **SHOULD ANY MONTHLY PAYMENT BECOME PAST DUE, YOU WILL BE CHARGED A LATE FEE OF \$25.** If the Member is paying monthly dues by electronic funds transfer (EFT), the club’s billing company, ABC Global Services, reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate Provincial and Federal Law.

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

WGH Fitness Inc. is a franchisee of 2592931 Ontario Inc. O/A Crunch Canada, is independently owned and operated, and is permitted to operate under the name “Crunch”. The Member acknowledges and agrees that the Facilities are operated solely by WGH Fitness Inc. and not 2592931 Ontario Inc. O/A Crunch Canada. The Member acknowledges and agrees that neither this agreement nor use of the Facilities shall give rise to any right to bring a claim of any nature whatsoever or howsoever against 2592931 Ontario Inc. O/A Crunch Canada and hereby releases any and all claims against 2592931 Ontario Inc. O/A Crunch Canada that he or she now, or may in the future have, for any loss, injury or damages of any nature, whether arising under this agreement, from use of the Facilities or otherwise.

TRANSACTION INFORMATION

Crunch recommends that all monthly billing members allow payments to go through electronically. Crunch does not recommend members to make any payments at the gym. Crunch will not be responsible for errors made due to payments made in house. If payments must be made in advance, they must be done at least 5 days prior to the billing due date. Memberships may not be paid more than 30 days in advance. Crunch will assess a \$25 fee for all rejected credit card and/or bank account debits. Credit card and bank account changes are the sole responsibility of the member. I understand that I must notify the gym for any account information changes including: Bank issued credit cards, lost or stolen credit cards, any expiration date change.



REQUEST FOR PREAUTHORIZED PAYMENT

I/We hereby request the privilege of paying to ABC Global Services (the "Company") or its affiliates or assigns as directed by the Company, and further authorize the Company (or its affiliates or assigns, as applicable) to debit the following account (including, without limitation, the use of cheques, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees:

I/We am a/an Individual(s) / Group of Individuals / Business (Corporation or Partnership)

Subject to the following conditions:

1. The items shall be drawn on a monthly basis, pursuant to the Payment Schedule. I understand that my obligations under this agreement will include the Monthly Membership Fee, the Annual Membership Fee, service fees for uncollectible monthly dues, applicable taxes, charges and any other unpaid fees or dues, and the amounts debited from my account designated above may vary each month based on these additional amounts owed to Crunch Fitness and/or the Company in accordance with this agreement. I also understand that the payment account designated above may be used by Crunch Fitness and/or the Company to bill for any retail transactions and/or online purchases initiated by me. The transactions on my bank statement will constitute receipts for payment on my account.
2. If the regular payments set forth on the Payment Schedule should vary in amount, I am entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, I choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment. I also agree to waive the 10 calendar day pre-notification requirement of any change in the amount of a PAD including any changes to the amount of the PAD due to changes in the applicable tax rate, top-up or other adjustment.
3. The privilege of making payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
4. If this preauthorization payment arrangement is revoked for any reason, this does not release me from my obligation (Payment Schedule).
5. A service fee will be assessed and drafted for any cheque, draft, credit card, or order returned for insufficient funds or any other reason. A late fee will be assessed and drafted should any monthly payment become past due.
6. I may revoke my authorization in writing at any time, subject to providing notice of 30 days prior to such revocation. I may obtain a sample cancellation form, or more information on my right to cancel this PAD Agreement, by visiting www.cdnpay.ca. The Company may be contacted by telephone at 1-888-827-9262, and in writing by mail at P.O Box 6800, Sherwood, Arkansas, United States of America, 72124, by facsimile at: 501-992-0801, or by email at customer@abcfinancial.com.
7. I have certain recourse rights if any debit does not comply with this agreement. For example, I have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my recourse rights, I may contact my financial institution or visit www.cdnpay.ca.
8. This Agreement (including this pre-authorization consent) and any or all of its rights and obligations may be assigned by the Company at any time in its sole and absolute discretion.
9. By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club membership, as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club membership (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in this Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. The Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent agreements entered between You and Club. The transaction amounts and/or how they will be calculated are more specifically set forth in the Payment Schedule and other terms of this Agreement. If this Agreement will automatically renew at the end of the Term, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in this Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying you of such changes will be sent to the e-mail address provided on the face of this Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided.
10. This preauthorization payment arrangement shall apply to the above Applicant(s).

ADDITIONAL MEMBERSHIP CONTRACT TERMS

1. **ADDITIONAL RIGHTS TO CANCELLATION:** You may also cancel this Contract for any of the following reasons:

- a) If upon a doctor's order, you cannot physically receive the services due to significant physical disability for a period in excess of six months;
- b) If you die, your estate will be relieved of any further obligation for payment under the Contract not then due and owing;
- c) If the services of the Gym cease to be offered as stated in the Contract.

Notice of cancellation must be in writing, signed by the Buyer and mailed, by registered or certified mail to the Seller at the address indicated herein. Such notice shall be accompanied by the Contract forms, membership cards and any other documents or evidence of membership previously delivered to the Buyer. All moneys paid pursuant to this Contract and any credit or loan agreements for such payment, cancelled for any of the above reasons only, will be refunded and returned by the Seller within 15 business days of receipt of such cancellation notice; PROVIDED HOWEVER that for all moneys paid pursuant to this Contract, cancelled for any of the reasons listed in PARAGRAPH "1", Crunch may: retain money for expenses incurred and the portion of the total price representing services used or completed; can demand the reasonable cost of goods and services which the Buyer has consumed or wishes to retain after Contract cancellation; and may require written substantiation of such grounds for cancellation. The effective date of cancellation and calculation for any money subject to refund under this Paragraph is the date of receipt by the Gym of such notice and is not retroactive to any prior date. The member will be deemed to have used, completed or consumed services or goods under this Contract for which the Gym may retain money until notice of cancellation under this Paragraph is received by the Gym. Cancellation via fax, email, phone, standard mail, and any verbal agreements between staff and buyer will not be accepted under any circumstances whatsoever. Buyer is responsible to retain his copy of the Crunch cancellation form as proof of cancellation. Members agree to pay any overdue balance before they are able to cancel their contract.

2. **HEALTH WARRANTY:** Member and Buyer represent that Member is in good health and has no disability, impairment medical condition or illness preventing Member from engaging in exercise, use of Crunch facilities or that poses a health risk to other users of the Gym. Member and Buyer assume full responsibility for Member's medical condition as it relates to his/her ability to engage in exercise. Member and Buyer agree that Member will not use any of Crunch facilities with open cuts, abrasions, sores, infections, contagious conditions or maladies which may impose a health risk to others in accord with state and local health requirements. Crunch Management reserves the right to prohibit or limit the use of its facilities to Members with such conditions in accord with state and local health requirements.

3. **ASSUMPTION OF RISK / PERSONAL INJURY:** Member and Buyer assume all risks and responsibility for any personal injury sustained by Member (and child/charge) as a result of his/her physical exercise, use of facilities and equipment, class participation and/or instruction by a personal trainer, use of masseuse services, babysitting services and all other activity at the Gym. Member and Buyer release and discharge Crunch, its officers, employees, independent contractors, and agents from any and all liability, loss, or expense (including legal costs) incurred by Member and Buyer as a result of such personal injury and use of facilities and services except to the extent that such injury results from the negligence or willful misconduct of Crunch, its officers, employees, independent contractors or agents.

4. **PERSONAL PROPERTY WAIVER:** Crunch urges Members not to bring valuable personal property into the Gym. Crunch, its officers, employees, independent contractors and agents shall not be liable for the loss, theft of or damage to the Member's personal property located anywhere in Crunch, including all lockers, coat check and locker rooms. Member and Buyer further agree to waive such claims against Crunch, its officers, employees, independent contractors and agents.

5. **LOCKERS:** Crunch reserves the right to remove, dispose of and/or sell all articles left overnight in the day use lockers without prior notice. All Lockers are for day use only.

6. **RENEWALS:** All requests for membership renewals must be approved by and are at the sole discretion of Crunch. Renewal fees, terms and conditions, as may be posted in the facilities, are at the sole discretion of Crunch and may be changed or modified, without notice, at any time. Request for membership renewal must be received by Crunch no later than the expiration date of the existing membership. Renewals after the expiration date will be at the full membership price including any initiation fees.

- 7. TO PAY:** Buyer will not be relieved of his/her obligations to make payments agreed to for Member's failure to use Crunch facilities. Member dues are for the time period designated and do not relate to actual usage of Crunch.
- 8. CHANGE OF NAME/ADDRESS:** Crunch must be notified, in writing, of any name or address change.
- 9. DISHONORED CHECK, DRAFT, CREDIT CARD CHARGE OR EFT TRANSFER:** If any check, draft, credit card or EFT transfer payable to Crunch is not honored, Crunch will: assess a \$25.00 collection fee for each such item; collect the current and past due amounts. Members who dispute credit card charges through their credit card providers will be charged an additional \$25 service fee per charge back if charges are legitimate and in accordance with the buyer's contract agreement.
- 10. UNPAID BALANCES:** All balances in arrears over thirty (30) days are subject to a monthly service charge. Any unpaid balance for membership fees, goods or services past thirty (30) days may result in automatic suspension of club privileges and may be reported to third persons. Buyer is obligated to pay any collection and/or legal costs incurred by Crunch for collection. Crunch reserves the right to charge Debit/Credit Cards or Bank Accounts for all overdue balances and late fees.
- 11. RULES, REGULATIONS AND SCHEDULES:** Proper athletic attire must be worn at all times in all areas of Crunch except the locker rooms. Member agrees to abide by all Crunch rules, regulations, schedules and fees as may be posted in Crunch or issued orally. Gym rules, regulations, schedules and fees are subject to change at Crunch's sole discretion.
- 12. RIGHT TO REVOKE MEMBERSHIP:** Crunch reserves the right to suspend or revoke membership, without refund of membership fees, for a breach of Gym rules or regulations, violations of Contract terms, or generally undesirable behavior as determined by Crunch at its sole discretion.
- 13. FACILITIES, EQUIPMENT AND SERVICES:** Crunch facilities, equipment, services, classes, days and hours of operation are subject to change at Crunch's sole discretion. As a result of repairs, maintenance, or special occasions, Crunch may be required to restrict the use of the facilities, equipment, limit services or cancel one or more classes. Member agrees that there will be no reduction or refund of membership fees for such reasons. In case of long-term interruption of all services at Crunch (i.e. fire or other disaster), Crunch reserves the right to freeze memberships and add the lost time once services resume. All Crunch members must pay for any and all damages done to equipment, facilities, etc. and members will be held responsible to pay for any damages their guests may cause as well.
- 14. TRANSACTING BUSINESS:** No solicitation or conducting business of any kind is permitted at Crunch without the written approval of Management.
- 15. LIMITATION OF MEMBERSHIP RIGHTS:** Membership shall entitle the Member to the use of Crunch facilities, as set forth in this Contract. Member and Buyer shall not have any rights regarding the operation of Crunch or services offered.
- 16. PERSONAL TRAINING:** No personal fitness instruction may be conducted at Crunch without the written approval of Management.
- 17. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties. There is no reliance by Member or Buyer on any representations, oral or otherwise, not stated herein. No modification of this Contract will be effective unless it is in writing and signed by both parties.
- 18. CONTRACT APPROVAL:** All Membership Contracts are subject to final approval by Crunch Management. Crunch reserves the right to refuse this contract for any reason at our sole discretion.
- 19. GOVERNING LAW:** This Contract will be interpreted in accordance with the laws of the Province of Ontario. If any provision of this Contract is deemed invalid, the same will not affect the enforcement of any other provision of this Contract.
- 20. BILLING ON FILE:** All members must have valid and current billing information on file at all times. Members cannot have a monthly billing membership without valid and active checking, savings or credit card on file.
- 21. SALES TAX:** In addition to the cost of this membership, Member agrees to pay any and all sales, value added and other taxes levied or assessed by any government authority by reason of this Agreement and which are at law collectible from the Member.
- 22. TRUST CORPORATION:** If the services described in this Agreement are not available at the time consumer makes first payment, the following trust corporation shall hold funds until services available:

ADDITIONAL CANCELLATION INFORMATION

- 1. Written Requests.** Memberships cannot be cancelled by phone or verbal

conversation. Cancellation requests will only be honored if sent in writing to buyer's assigned Crunch facility. All paperwork is deemed a request until staff can validate paperwork and approve such cancellation. A cancellation that has been denied will be sent in writing back to the buyer along with reason of denial or instructions for acceptance and refund. Buyer must keep a copy of their cancellation request form as proof of the request.

- 2. Cancellation of Monthly Membership.** If you have a monthly payment membership, you may terminate this Membership Agreement by providing at least thirty (30) days' notice prior to the next bill date to buyer's assigned facility delivered by Canada Post at the address listed herein. The termination will be effective at the end of the Paid Period, and you may continue to use the facility during the Paid Period. CRUNCH shall not charge your credit card or initiate any EFT payments which are scheduled to occur more than thirty (30) days after the termination notice is received by CRUNCH; provided, however, notwithstanding the foregoing, you shall still be liable for the full amounts of the annual fee within the 12-month period in which you cancel your membership. If the termination cannot be processed prior to the scheduled date of the charge or transfer, CRUNCH shall refund the debited amount.
- 3. Cancellation of Prepaid Membership.** If you have a Prepaid Membership, you may not terminate it during the Paid Period (or receive a refund), unless for reasons specifically stated above in paragraph 1. If you do not renew your Prepaid Membership by the renewal date, your Prepaid Membership automatically expires.
- 4. Refunds.** Refunds, if applicable, shall be made within fifteen (15) days of receipt of notice of cancellation.
- 5. Change of Membership Type.** Any membership can be changed by buying a new membership at the standard price and cancelling the previous membership
- 6. Freeze Policy.** (a) Medical. If Member is medically unable to use the CRUNCH facilities, Member may request a freeze of his or her membership in monthly increments for a minimum of 1 month and a maximum of 6 months per year. Members must provide a doctor's note at the time of requesting a freeze. CRUNCH reserves the right to verify the note with the doctor and Member agrees to waive any Doctor/Patient privilege and execute any release required by such doctor solely with regards to the medical reasons stated in the doctor's note for the medical freeze. (b) Non-medical, if a Member desires to freeze his or her account for a non-medical reason, Member should consult with Member's CRUNCH facility. CRUNCH reserves the right to adjust this freeze policy from time to time at its sole discretion. All requests must be received at least ten (10) days prior to Member's next billing date period. Retroactive freezes will not be accepted. Certain fees may apply to any freeze of a Member's membership.

Member affirms, acknowledges and attests that Member's mailing address, telephone number, cellular telephone number and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that Crunch and ABC Global Services, including its agents and affiliates, may contact Member at any mailing address, telephone number, cellular telephone number or e-mail address set forth on the face of this agreement, or subsequently provided by Member to Crunch and/or ABC Global Services.

E-SIGN Consent. Certain laws and regulations may require Crunch and/or ABC Global Services, to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that Crunch and/or ABC Global Services, may provide Member. Member's consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting Crunch and/or ABC Global Services, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of Crunch and/or ABC Global Services. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with Crunch and/or ABC Global Services, and to promptly notify Crunch and/or ABC Global Services, of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of Crunch and/or ABC Global Services. To access, view and receive the Documents electronically, Member agrees and acknowledges that it must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is

up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that it may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then Crunch and/or ABC Global Services, will notify Member following such material modification. **By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view and receive the Documents electronically, and that Member has provided a valid and active email address to Crunch and/or ABC Global Services.**

Your Rights under the Consumer Protection Act, 2002

You may cancel this agreement at any time during the period that ends ten (10) days after the later of the day you receive a written copy of the agreement and the day all the services are available. You do not need to give the supplier a reason for cancelling during this 10-day period.

In addition, there are grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law.

For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).