

FIT-BYRD LLC

d/b/a FIT-BYRD

Fit-byrd@outlook.com

STATEMENT OF WORK

AND

PAYMENT AUTHORIZATION

This Statement of Work and Payment Authorization (the “Agreement”) is entered into as of the date this Statement is fully executed by and between the undersigned individual (“Client”) and FIT-BYRD LLC, a California Limited Liability Company (“Service Provider”). The individual parties to this Agreement may be referred to herein individually as “Party” or collectively as “Parties.”

1. Name and Description of Project:

(a) Service Provider has designed four fitness coaching programs (collectively referred to as the “Program” herein) with the intent of assisting the Client’s journey to achieve certain measurable health and exercise goals set out by Client.

2. Description of Services and/or Deliverables:

(a) The Service Provider has trained and competent staff (the “Coach”) that will deliver the Program. Said Program will consist of the following options:

(i) **Monthly Fitness Membership:** Online only

(A) Billed **every** four (4) weeks

(B) General fitness programming via app

(C) Videos and photos of exercise demonstrations

(D) Weekly check ins via app

(ii) **Custom Online Coaching Program:**

- (A) Sixteen (16) week commitment for this program with billing every four (4) weeks
- (B) Monthly CUSTOM fitness programming via app
- (C) Video and photo of exercise demonstration
- (D) Weekly check ins via app

(iii) Hybrid Coaching:

- (A) Sixteen (16) week commitment for this program with billing every four (4) weeks
- (B) Monthly fitness programming
- (C) Videos and photos of exercise demonstrations
- (D) Weekly check ins
- (E) One (1) Weekly live session - session expires at the end of each week. Weekly live sessions can be virtual or in person

(iv) Post Rehab Coaching:

- (A) Sixteen (16) week commitment for this program with billing every four (4) weeks
- (B) Monthly fitness programming
- (C) Videos and photos of exercise demonstrations
- (D) Weekly check ins
- (E) Two weekly live sessions - sessions expire at the end of each week. Weekly live sessions can be virtual or in person

3. Term/Fees/Pay Schedule:

(a) **Monthly Fitness Membership:** Client agrees to participate in the Monthly Fitness Membership for an initial period of four (4) weeks from the date of the Client's first meeting with the Coach. The Client agrees to pay the Service Provider a fee of \$79 every (4) weeks. This four (4) week billing will be paid by Client automatically every four (4) weeks on the Anniversary date of this Agreement and will cover the Client's participation in the Program for

four (4) weeks until cancelled. The first payment will be made at the time of signing this Agreement.

(b) Custom Online Coaching Program, Hybrid Coaching and/or Post Rehab Coaching:

Client agrees to participate in the Custom Online Coaching, Hybrid Coaching and/or Post Rehab Coaching for an initial period of sixteen (16) weeks from the date of the Client's first meeting with the Coach. The Client agrees to pay the Service Provider a fee of \$200, \$375 and \$750 respectively for the sixteen (16) week program, which will be paid by Client automatically every four (4) weeks on the Anniversary date of this Agreement for a total of four (4) installment payments. The Client agrees that they may not quit or withdraw from this program for any reason and have no right to a refund.

(c) Upon completion of a sixteen (16) weeks program, the Client may elect to continue with another sixteen (16) week program, elect a different service provided by Service Provider, or may elect to not continue with any programs.

(d) The Service Provider provides membership allowing Clients the flexibility to use the Program as they see fit. Automatic billing will continue as long as the membership is active, regardless of participation. By signing this agreement, the Client acknowledges that billing is based solely on membership status and not contingent on service usage.

(e) The purpose of the Initial Period commitment is to ensure the Client fully commits to the Online Custom Coaching, Hybrid Coaching or Post Rehab Coaching for a period adequate to begin seeing results. This benefits the Client by providing consistency and focus. The Coach relies on the Client's commitment in order to effectively provide services.

(f) Written notice of cancellation via email sent to the email address listed above is required to terminate this Agreement. If the Client wishes to cancel this Agreement, notice of cancellation must be sent no less than four (4) weeks prior to the next installment payment. If Client provides a notice of cancellation in less than four (4) weeks prior to Client's next payment, Client authorizes the Service Provider to process a final payment and Client will receive services for this final payment.

4. Payment Authorization:

(a) Automatic Payment Authorization. Client hereby authorizes Service Provider to automatically charge Client's credit card, debit card, or bank account via ACH transfer for payment of fees or other amounts due under this Agreement. Client agrees to provide Service Provider with valid and updated account information for the selected payment method. Service Provider will charge Client's payment method periodically as specified in this Agreement.

(b) Payment Method. Client shall provide the payment information to be stored on file for automatic payments.

(c) Authorization. By providing the payment information above, Client authorizes Service Provider to automatically charge the selected payment method periodically for all fees, charges, and other amounts due to Service Provider under this Agreement.

(d) Changes. Client may change the payment method by providing written notice to Service Provider at least 15 days prior to the next payment date.

(e) Failed Payments. Client shall pay any fees imposed by the payment processor and reimburse Service Provider for any fees, penalties, or other expenses incurred in connection with failed payment transactions.

(f) Confidentiality. Service Provider shall keep Client's payment information strictly confidential and shall not disclose it to any third party except for the purposes of processing payments.

(g) Chargeback. The Client agrees not to dispute or initiate chargebacks for valid fees or other charges authorized under this Agreement, except in cases of verified fraud not committed by the Client. Valid charges include but are not limited to monthly fees, annual fees, enrollment fees, maintenance fees, or fees for other services provided by the Service Provider. In the event the Client disputes a charge and initiates a chargeback, the Service Provider will have the opportunity to present evidence to the Client's credit card issuer showing the charge was valid under the terms of this Agreement.

(i) If the credit card issuer approves the chargeback despite the Service Provider's evidence, the Client agrees to reimburse the Service Provider for the amount of the chargeback within 30 days of request for reimbursement. Acceptable forms of reimbursement include cash, certified check, or money order.

(ii) The Client agrees not to initiate chargebacks in bad faith as a means of avoiding or delaying payment owed to the Service Provider under this Agreement. Doing so constitutes a material breach of contract. In the event of a material breach, the Service Provider may immediately suspend or terminate Client access and pursue reimbursement for any losses.

(iii) This chargeback policy is intended to protect the Service Provider against losses from fraudulent or abusive chargeback practices while preserving the Client's rights in cases of a legitimate billing dispute. The Service Provider will make every effort to resolve any chargeback issues amicably and in good faith.

5. Intellectual Property Ownership and Protection

(a) The Service Provider retains all ownership rights in the proprietary programming, content, materials, and other intellectual property provided or made accessible to the Client in connection with the virtual training services (collectively, the "Service Provider IP").

(b) The Client acknowledges and agrees that the Service Provider IP contains valuable trade secrets and proprietary information of the Service Provider. The Client shall not duplicate, record, share, disseminate or otherwise use the Service Provider IP, in whole or in part, for any purpose other than participating in the virtual training services as authorized under this Agreement, without the Service Provider's prior written consent.

(c) The Client shall implement reasonable administrative, technical and physical safeguards to prevent unauthorized access to, use, or disclosure of the Service Provider IP. The Client shall promptly notify the Service Provider upon discovery of any loss, theft, or unauthorized access, use or disclosure of any Service Provider IP, and cooperate with the Service Provider to mitigate the consequences.

(d) The obligations in this section shall survive termination of this Agreement. In the event of a breach of this section, the Service Provider shall be entitled to seek injunctive relief and any other remedies available at law or equity, in addition to any other rights and remedies under this Agreement.

6. Miscellaneous

(a) Disclaimer of Responsibility and Warranty: The Service Provider makes no representations or warranties regarding the quality, safety, or effectiveness of the Program or the quality, safety, or effectiveness of the Coach.

(b) Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

(c) Entire Agreement; Modification; Binding Effect: This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

(d) Governing Law and Venue: This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the principles of

conflicts of law. Client agrees that any action arising out of this Agreement must be brought exclusively in Santa Barbara County, California.

(e) Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond their reasonable control, including without limitation, acts of God, war, riots, strikes, fire, flood, shortage of supplies, or governmental action. The delayed party shall provide prompt written notice to the other party of the cause and expected duration of the delay and shall use reasonable efforts to minimize the effects of the delay.

(a) Certain laws and regulations may require the Service Provider to provide Clients with written notices and disclosures on paper. With Client's consent, this information may be provided to Client electronically. Clients's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that the Service Provider may provide Client. Clients's consent to receive the Documents electronically shall continue until expressly withdrawn by Client. Notwithstanding, Client may request a paper copy of all electronic Documents by contacting the Service Provider and requesting a paper copy. Client may withdraw its consent at any time by notifying the Service Provider. Upon withdrawing consent, Client shall no longer receive the Documents electronically. Client acknowledges that withdrawing consent may result in additional fees for Client's receipt of the Documents. Client agrees to maintain a valid email address with the Service Provider, and to promptly notify the Service Provider of any changes to Client's email address. If Client has provided another type of electronic contact information, such as a phone number, then Client may change that contact information by contacting the

Service Provider. To access, view and receive the Documents electronically, Client 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 Client'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 Client desires to print any electronic Documents. Client acknowledges that it may also need a certain brand or device that can support applications intended for Client'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 Client to access the Documents electronically, then the Service Provider will notify Client following such material modification. By accepting the terms of this Agreement, Client does hereby agree to the terms and conditions of this paragraph and consents to the same. Client does also confirm that Client has the software and hardware described above, that Client has the means necessary to access, view and receive the Documents electronically, and that Client has provided a valid and active email address to the Service Provider.

Electronic Signatures: By accepting the terms of this Agreement and any other documents provided by the Service Provider, the Client agrees that their electronic signature, whether provided by typing their name, clicking a checkbox, or using another form of electronic acknowledgment, is legally binding and has the same validity and enforceability as a handwritten signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year indicated below.

CLIENT

By:

Name:

Date: [date]

THE SERVICE PROVIDER: FIT-BYRD LLC

By:

Name: Wendy Smith

Title: Manager of LLC

Date: [date]