

Genetic Fitness Matrix, Inc.

CONTRACT TERMS AND GUIDELINES

CONTACT GUIDELINES

- I. I understand and agree that my biweekly or monthly payments will be deducted from the account given to you below and agree to make all payments in full through automatic debit using this method. "Credit / Refund Policy Disclaimer: Genetic Fitness Matrix, INC., American Pillars Contracting, LLC., The Apollos Institute, Apollos Publishing, Inc., Crawford Modern Principles, Inc. its affiliates, partners or appointees DOES NOT issue refunds on any advanced payments; no matter the product (this includes the initial consultation); once a product has been either emailed or sent by land or air mail to you. However, we may choose to provide you with equal credit on other products we offer if it is feasible. All products sold include either a month to month no contract option, term contract option, paid in full option, payment plan options or freeze options. We honor all paid in full products and at our discretion may choose to offer you a credit on products previously paid for, partially or in full, so long as it geographically and economically feasible from a business position to offer such a credit. We will exercise all options available to us to be paid per the contract(s) you sign, terms you agree to or pay for, be it partially or in full. NO EXCEPTIONS." You agree to all the terms and conditions as described in this and the following pages and understand that you have THREE (3) Calendar Days to cancel this agreement, unless your state requires a different cancellation period requirement, we will honor. Afterwards, you may cancel by following the guidelines mentioned and described in this total agreement representing our rules, regulations, policies and guidelines to do business with us. **You further understand and agree that your Mastering Self-Control Program is a vital and integral part for your overall growth and will continue to make your payment of \$15.00 per month even if your physical fitness program is paid in full or cancelled and will continue month to month after your 12 month contract is fulfilled. Your initial book, workbook and member manual is included with your initial \$59.99 startup payment. Additional materials is a separate cost as required.**
- II. I elect to pay my biweekly or monthly installment payment by Electronic Funds Transfer (EFT). I understand and agree that if I should change my payment option, other than by automatic debit, I will be charged an additional \$25.00 per month for each biweekly or monthly payment to cover costs for processing until EFT is restarted.
- III. LATE CHARGES & NON-SUFFICIENT FUNDS CHARGES: If payment is received more than 5 days late you will be charged a late fee of \$15.00 or 15% whichever is greater. In addition, if any payment returns as non-sufficient funds, we will assess an additional charge of \$35.00 for funds not being available at the time your payment is due.
- IV. AUTOMATIC DEBIT-INSTALLMENT NOTE: I, authorize my financial institution to make my personal fitness training, group fitness or Mastering Self-Control/Club Self-Control fees payment by the method indicated above in (INSTALLMENT NOTE SECTION) and debited from my account. Account information must be provided. If a copy of my savings account deposit slip or a voided check is provided by me to Apollos, this method can be used as an option for my payments to be deducted.
- V. For VALUE RECEIVED, I/We or authorized account user(s) Promise to Pay to the Order of Genetic Fitness Matrix, Inc., AMERICAN PILLARS CONTRACTING, LLC., and/or it's assigns the total amount of this contract, in installments, in full or until the total balance of this contract is paid in full. Payments will be automatically deducted from my account above/aforementioned, unless changed in writing by me with a 30 day written notice until the total contract is paid in full, unless automatically renewed.
- VI. By signing this agreement I agree to all of the information provided and given in this agreement.
- VII. If you desire to cancel this agreement, any and all cancellation requests must be in writing and must be received via certified mail, or by walk-in (Must accompany signature from Genetic Fitness Matrix, Inc., American Pillars Contracting, LLC., management staff) a legible copy of your contract, all cancellation fees, personal training fees, late fees, non-sufficient funds, collection fees or any other fees owed to Genetic Fitness Matrix, Inc., AMERICAN PILLARS CONTRACTING, LLC., must be made at time of presentation towards cancellation. All cancellation requirements must be met. If not met, we will deny your request for cancellation. Further, if this matter ends in litigation/legal court, we will assess all associated fees in attempting to collect monies owed to us, to include collection fees, attorney's fees, court fees, late fees, finance charges, interest rates, and any other fee(s) associated with collecting monies owed to us.

RULES, REGULATIONS, USING AND OPERATIONS PROCEDURES

1. CLIENT UNDERSTANDS THAT PAYMENTS ARE ALWAYS MADE IN ADVANCE.
2. **We consider any time we spend with you during the initial and all following consultations, assessments and advising a service just as if it were a personal training session and will charge for these services if you cancel this agreement during the initial 5 day or other state required cancellation option and thereafter. Fees are charged at the appropriate trainer level assigned, i.e. Levels 1 – 6 and we are only obligated to provide you with a trainer at that level.**
3. Client agrees to follow all Rules, Regulations and Guidelines outlined in this contract and any other guidelines enforced by this training center. If client violates any Rule, Regulation, or Guideline enforced by Genetic Fitness Matrix, Inc., AMERICAN PILLARS CONTRACTING, LLC., or its assigns, or the training facility, the owner of this contract reserves right to cancel this agreement and charge a minimum of 80% of the remaining balance of this contract to include charges for liquidated damages and other damages.
4. Client certifies that he/she is in good physical condition and health and able to undertake any and all physical exercises provided by this fitness training facility and by the personal fitness trainer. Client also certifies that they have been cleared by their doctor(s)/Physician(s) before beginning this program.
5. Damage to families: Client agrees to pay any extra charge for damages arising from careless use of equipment, throwing, dropping, tilting, or pushing weights, machines, & all property owned by Genetic Fitness Matrix, Inc., AMERICAN PILLARS CONTRACTING, LLC., due to client's negligence or intentional damaging..
6. Member/Client further agrees to pay any transfer, renewal or registration fees associated with the new facility, but not more than \$300.00 total to be paid to the owner of this note or the owner of the new facility and the owner of this note as required. Additional fees, upcharges and increases may be assessed for and mandated for gym memberships at the new center. Fees are generally \$100.00 to initial owner and the transfer balance to the new owner.
7. Genetic Fitness Matrix, Inc., AMERICAN PILLARS CONTRACTING, LLC., does not guarantee that the person who signed you to this contract or the person who began training you after you signed this contract will be your trainer for the duration of this contract. However, a trainer at the compatible training level pricing, i.e. Pro Trainer (LEVEL 1), Expert Pro Trainer (LEVEL 2), Advanced Pro Trainer (LEVEL 3), Master Pro Trainer (LEVEL 4) Instructor Pro Trainer (LEVEL 5) or Personal Health Expert/Director/Manager (LEVEL 6), are some of the trainer levels represented at this facility. What you were charged to take advantage of these fitness services will determine your trainer level and/or training need(s).
8. You may transfer this personal training contract, or a friend or family member may assume the balance of this personal training contract at any time (they must first qualify; manager or owner representative must approve). However, a \$250.00 transfer fee will be assessed before transfer can be made.
9. Following your cancellation period, whether you use the personal training services provided to/for you or not, you agree to continue making your payments on the agreed payment due dates. You not using the services provided or your gym or personal training membership, does not relieve you from your financial obligation to us.
10. If joining a personal training program at an approved affiliated fitness center/personal training studio you may be obligated to join that facility by purchasing a gym membership, group fitness membership or fitness center membership, immediately, upon signing.
11. If client is given any type of deferment enrollment fees, payments, or other fees and deferment is not paid by the agreed date client understands that Genetic Fitness Matrix, Inc., AMERICAN PILLARS CONTRACTING, LLC., will debit all monies owed out of their checking, savings, debit card or credit card account as soon as the day after(24 hours) these monies were due. Also, late fees on deferments will be added. Late fees may exceed 15% of any payment due.
12. Trainer and the owner of this note will not be responsible for any injuries incurred to client, client's friends, family members, associates, heirs, or client themselves while traveling to/from training facility. Nor is trainer or owner of this note responsible for any injuries incurred by any of the aforementioned people if client attempts to demonstrate or instruct anyone on techniques, form, eating instructions, or if they injure themselves while practicing fitness instruction previous demonstrated by trainer for client's personal benefit whether attempted within or outside of our facility(ies). If client uses any prescribed exercises without trainer's on hands supervision and injures his/herself, Genetic Fitness Matrix, Inc. Or AMERICAN PILLARS CONTRACTING, LLC., any of our affiliates or partners, nor the trainer will be held liable for such

injury(ies). This statement includes exercise prescription, supervision, etc., by any of our trainers / staff / contract workers / partners / affiliates.

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13. I further understand that if I offend, harass a visitor, member or staff member of Genetic Fitness Matrix, Inc. while at any of its facilities or discriminate against a visitor, member or staff member of Genetic Fitness Matrix, Inc., the owner of this note may cancel this agreement and bar me from further use. However, I will still be obligated to pay the balance of this contract and all fees associated with this cancellation. No exception.
14. Client understands that his/her training site may change within or prior to a 30 day notice due to gym, personal training studio, or spa relocating, closing, remodeling, expansion, etc. However, Genetic Fitness Matrix, Inc. AMERICAN PILLARS CONTRACTING, LLC., will be given 30 days to find client a new training center. This means that for these reasons, client cannot cancel this agreement, except otherwise stated. In addition, client agrees to continue making regularly scheduled payments and any sessions not used may be rescheduled by trainer or client within 24 hours after any prescheduled session that was deferred, postponed or previously cancelled. In such an event that client does not show up for a previously scheduled session and did not give at least a 24 hour advanced notice to the facility or the trainer, this session is forever lost and cannot be rescheduled/scheduled.
15. Trainer agrees to train client based on program that client is paying for, i.e. (Whether One on One, Partner or Group Training or specific level of trainer).
16. Client understands that he/she must fulfill the total obligation of this contract or the balance of this contract will be due to Genetic Fitness Matrix, Inc., AMERICAN PILLARS CONTRACTING, LLC., on the day of cancellation or when a payment has not been received within 30 days after having begun this contract. In the event that this agreement / relationship ends in litigation Genetic Fitness Matrix, Inc., AMERICAN PILLARS CONTRACTING, LLC., will assess all associated fees such as; collection fees, staff hours, late fees, interest rates, finance charges, court fees, and attorney's fees associated with collecting any and all monies past due and owed to Genetic Fitness Matrix, Inc. However, after having been a (Personal Training) client for 18 consecutive months AMERICAN PILLARS CONTRACTING, LLC., Genetic Fitness Matrix, Inc. will guarantee you a \$15- \$100 per session rate for a lifetime, no matter your trainer level; so long as there is no break in training time, and they have no missed, non-sufficient funds or late payments, commitment/agreement with us. You are allowed only 2 reschedules within a 30 day period. Reschedules can only be made within the 24 hour pre-notice criteria.
17. Client may be required to pay for additional days during the month. Take for instance, if you are paying for 12 sessions per month and your training days are Mondays, Wednesdays, & Fridays, however, during a particular month there may be more than 4 Mondays, Wednesdays, or Fridays, etc. therefore, the number of training days for you that particular month may be 13 or more. When this happens, Genetic Fitness Matrix, Inc., AMERICAN PILLARS CONTRACTING, LLC., will charge for the additional days that are reflected on that particular month of training. This will be the case once we have verified through your signature on Client Sign In Sheets or sign in/sign out app; these fees will be drafted from account on record.
18. You agree to continue making payments on your scheduled payment due dates with the understanding that any days that you cannot train due to sick days, vacation days, rest days, or any other day(s) that you missed (PROOF MAY BE REQUIRED). However, you will be able to make these days up as long as you give us at least 24 hour advance notice, by email or other written note and signed by you. Emergencies will be given additional consideration and flexibility.
19. Client agrees and understands that his/her success while in the program is dependent on his/her willingness to stick to a rigid eating plan and regular training and exercise, not less than 5 days per week. Other factors that may contribute to the lack of success are genetic predispositions and dispositions, no gene test on record, illnesses, and lack of consistency in proper dieting and exercise.
20. Client also understands that if GROUP TRAINING his/her group may be as large as 40 different people in his/her group in person and even larger if enrolled in an online program.
21. **Binding Arbitration:** By both parties signing this agreement; it is agreed that disputes arising under this agreement, or under any instrument made to carry out the terms of this agreement, shall be submitted to binding arbitration in accordance with the arbitration laws of the U.S. State or country this agreement is forged and, or executed. You agree to submit to and pay 100% for mediation cost in lieu of court appearance if the owner of this note chooses this route for litigation and settlement of money owes to the owner of this note.
22. Reasonable contract freezes may be requested by the client at any time. However, the owner of this contract reserves the right to accept or deny any contract freeze request. In other words, contract freezes are not guaranteed. Further, if a contract freeze request is approved or accepted, the maximum freeze period cannot extend beyond 60 days during a 12

month span. In addition, a \$75 processing fee will be accessed immediately and any past due or current monies due must be paid and made and brought current up to date before the final approval is made. Other charges such as reasonable interest rates not to exceed 25% on all remaining balances will be added to freeze balance(s), no exceptions. Any client who has monies past due prior to the freeze request will not be considered until the account is made current. Any and all request for freezes must be made at least 30 days in advance. During your freeze period you will be charged a minimum of 25% of your normal payment(s) to cover account management and processing.

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23. Total physical disability will qualify for the cancellation of this contract.
24. You further agree pay a club and program maintenance fee of \$50 within the first 30 days of your contract. If this fee is not deducted within your first 30 days of membership, this does not mean that it has been waived. You still must pay this fee for this contract to be fulfilled or officially cancelled. No exceptions. This fee will be automatically debited from your checking, savings, or credit card account referenced or provided to us by you. We will debit this charge automatically and each year that you are a personal training client. Should your contract not end prior the following February 1st after you sign, we will deduct this \$50.00 fee with the last payment of this contract. This fee cannot be waived and will be used towards fitness programs, club enhancements and program maintenance. An insurance fee of not more than \$15 per month may be added to your normal fees at any time you are a client with us.
25. If I elect to begin my actual fitness training program or If a fitness studio representative performs my initial or other physiological assessment prior to the end of my seven day cancellation period, I am waiving the right to the full seven days to cancel and I agree to honor this full contract and pay it in full.
26. I further understand that I must maintain and sustain a gym membership at the location that I am training , in addition to this agreement commitment until my personal training agreement expires. If I do not renew my gym membership, I give Genetic Fitness Matrix, Inc., American Pillars Contracting, LLC. or its assigns the authority to automatically deduct \$40.00 per month from my account on record until my personal training agreement expires. I do understand that the account on record or any such bank or credit card account provided to us by you will be used for automatic debit.
27. **WE WILL NOT ISSUE ANY REFUNDS ON ANY ADVANCED PAYMENTS made after your initial cancellation period; CONSULTATIONS INCLUDED. IF YOU USE OUR SERVICES OR PRODUCTS DURING CANCELLATION PERIOD, FEES WILL BE RETAINED OR DEDUCTED FOR VALUE RECEIVED.**
28. **IF WITHIN FIVE (7) BUSINESS DAYS YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS HEALTH SPA, YOU MAY CANCEL THIS AGREEMENT BY MAILING A NOTICE TO THE HEALTH SPA BY MIDNIGHT OF THE SIXTH BUSINESS DAY FOLLOWING YOUR PURCHASE OF THE CONTRACT STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE SHOULD BE MAILED TO THE FOLLOWING ADDRESS. Genetic Fitness Matrix, Inc., American Pillars Contracting, LLC., 1266 W. Paces Ferry Rd. #326, Atlanta, Georgia 30327**
29. After signing this agreement you understand that any and all questions regarding this contract not limited to cancellations, payment arrangements, freeze request, etc. must be made in writing to Genetic Fitness Matrix, Inc., American Pillars Contracting, LLC., 1266 W. Paces Ferry Rd. #326, Atlanta, Georgia 30327 and info@geneticfitness.org other address provided to ensure cancellation or freeze request is received.
30. **NOTICE TO THE BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT. ALSO, DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.**
31. **Health spas do not post a bond, and no other protections may be provided to you should you choose to pay in advance and you may be risking loss of your money in the event this health spa ceases to conduct business**