

ACTIVE&FIT DIRECT™ AGREEMENT

THIS ACTIVE&FIT DIRECT AGREEMENT ("Agreement") is made and entered into as of the first day of date executed (the "Effective Date") by and between Williamson County, TX ("Client") and American Specialty Health Fitness, Inc. ("ASH Fitness"). The launch date of the Active&Fit Direct program will be the first of the month following sixty (60) days from the last date of execution of this Agreement (the "Commencement Date"). The Commencement Date may be changed by mutual written agreement between the Parties, without the necessity for a separate amendment to this Agreement.

RECITALS

WHEREAS, ASH Fitness has developed the Active&Fit Direct program whereby eligible Client employees and the employee's legal spouse or registered domestic partner, ages eighteen (18) and older, are provided the opportunity to access memberships at participating fitness locations to assist them in potentially becoming more physically fit, lowering risk for disease and improving quality of life.

WHEREAS, Client wishes to arrange for the Active&Fit Direct program to be available to Client employees and the employee's legal spouse or registered domestic partner, ages eighteen (18) and older.

WHEREAS, Client and ASH Fitness desire to establish an independent contractual relationship by which ASH Fitness will provide the Active&Fit Direct program, as specified in the Agreement to Enrolled Members (as defined below in Section 1.04).

AGREEMENT

NOW, THEREFORE, ASH Fitness agrees to provide Active&Fit Direct Services, subject to all the terms and conditions of this Agreement, as follows:

1 DEFINITIONS

Whenever used in this Agreement, the following terms shall have the following definitions:

- 1.01 **Active&Fit Direct Services** means those services, as described further in this Agreement, which comprise Active&Fit Direct.
- 1.02 **Affiliate** means, as to ASH Fitness or Client, any entity that, at any given time, directly or indirectly, controls, is controlled by or is under common control with ASH Fitness or Client, as applicable, whether through ownership of voting securities, by contract or otherwise.
- 1.03 **Eligible Members** are Client's employees, and may include that employee's legal spouse or registered domestic partner, ages eighteen (18) and older, who are located and reside in the same household in the United States, herein defined to be limited to the fifty states and the District of Columbia.
- 1.04 **Enrolled Members** are Eligible Members who have registered for the Active&Fit Direct program and have paid the Enrollment Fee and Monthly Fee required for participation in the Active&Fit Direct program.
- 1.05 **Enrollment Fee** is a fee the Eligible Member will pay to ASH Fitness at the time of enrollment into the Active&Fit Direct program.
- 1.06 **Fitness Location(s)** may include participating fitness centers, fitness clubs, fitness studios, organizations that provide group exercises sessions, and other like entities providing fitness services, as described in Section 2.03 of this Agreement. Participating Fitness Locations are not subcontractors of ASH Fitness.
- 1.07 **Members** refers to Eligible Members, Enrolled Members, and Registered Members collectively.
- 1.08 **Monthly Fee** is the fee that Enrolled Members will pay ASH Fitness for access to the Active&Fit Direct program each month. The Enrolled Member's method of payment must have a billing address located within the United States, herein defined to be limited to the fifty states and the District of Columbia.

ⁱ Active&Fit Direct™ is a trademark of American Specialty Health Incorporated. All rights are hereby reserved.

- 1.09 **Party(ies)** is/are the entity(ies) that execute this Agreement.
- 1.10 **Registered Members** are those Eligible Members who registered with the Active&Fit Direct program but who have not yet enrolled by paying the Enrollment Fee and Monthly Fee.
- 1.11 **State and Federal Law** is any and all state and federal laws and regulations and orders of any state or the United States and other requirements of any federal or state government or regulatory agency which are applicable to the Active&Fit Direct program.

2 OBLIGATIONS AND RESPONSIBILITIES OF ASH FITNESS

- 2.01 **Affiliates.** ASH Fitness may arrange for any of its Affiliates to assist ASH Fitness with the fulfillment of its obligations under this Agreement and with the development, maintenance and management of the Active&Fit Direct program.
- 2.02 **Active&Fit Direct Services.** Active&Fit Direct Services for Enrolled Members includes access to Fitness Locations they select from the Active&Fit Direct Network. Enrolled Members also have access to the website activeandfitdirect.com to manage their account and interact with program features, such as a digital fitness program and, access to the Active&Fit Direct Healthy Living Program with telephonic coaching. Registered Members will have access to the website activeandfitdirect.com to manage their account and interact with select program features. ASH Fitness reserves the right to increase, modify, or otherwise change the associated program features with the Active&Fit Direct program, including a material change to any aspect or feature, at any time and for any reason upon thirty (30) days advance notice of the effective date of such increase, modification, or change.
- 2.03 **Active&Fit Direct Network.** ASH Fitness will maintain a network of participating Fitness Locations that Enrolled Members can select from to participate in the Active&Fit Direct program. Client and Members may nominate a fitness location for ASH Fitness to recruit and contract with. The Active&Fit Direct Network of participating Fitness Locations is subject to change at any time based on network turnover due to additions, terminations, resignations or closure of Fitness Locations.
- 2.04 **Non-Discrimination.** ASH Fitness shall not discriminate against an Eligible Member for any reason, including but not limited to age, sex, marital status, religion, ethnic background, national origin, ancestry, race, sexual orientation, mental or physical disability, health status, medical history, evidence of insurability, gender identity, veteran status or geographic location.
- 2.05 **Enrollment.** To register or enroll, Eligible Members must access the Active&Fit Direct website through a conspicuous link on Client's log-in secured non-public home page, or the log-in secured non-public webpage of Client's third party vendor ("Benefits Vendor") if applicable, where applicable benefits are made available. Registration and enrollment is not offered on the public Active&Fit Direct home page. A toll free Active&Fit Direct customer service number is available for Members who have questions. Once enrolled, the Enrolled Member will be allowed to visit any Fitness Locations within the Active&Fit Network.
- 2.06 **Member Inquiries and Complaints.** ASH Fitness shall handle any inquiries or complaints an Eligible Member has with ASH Fitness or a Fitness Location arising under the terms of this Agreement, which is presented to ASH Fitness for resolution. ASH Fitness shall address any inquiries or complaints in accordance with its policies, processes, procedures and standards.
- 2.07 **Member Communications.** ASH Fitness shall have the opportunity to engage any Registered Member who has expressed interest in enrolling in the Active&Fit Direct program to encourage enrollment and participation. ASH Fitness shall have the opportunity to also engage any Enrolled Member to encourage ongoing participation in addition to soliciting periodic feedback regarding satisfaction with the Active&Fit Direct program. Registered Members and Enrolled Members shall be provided the opportunity for such communications to be discontinued at their request.

3 OBLIGATIONS AND RESPONSIBILITIES OF CLIENT

- 3.01 **Link to the Active&Fit Direct Website.** Client must post the conspicuous link to the Active&Fit Direct website on Client's log-in secured non-public website or the log-in secured non-public webpage of Client's Benefit Vendor if applicable, where applicable benefits are made available. Client will provide ASH Fitness a unique URL

("Referral Link"). Access to register and enroll in the Active&Fit Direct program will only be available when an Eligible Member accesses the Active&Fit Direct website through the Referral Link that links the member to the Active&Fit Direct website. If Eligible Member attempts to register or enroll from any other source, other than via the Referral Link, they will not be able to do so. Client will work with ASH Fitness to test the connection from the Referral Link to the Active&Fit Direct website at least fifteen (15) days prior to the date the Referral Link will be made available for use by the Eligible Member.

3.02 Removal of Active&Fit Direct Link at Termination. In the event of the termination of this Agreement, Client shall promptly remove the link to the Active&Fit Direct website from Client's website. Removal of the Active&Fit Direct link shall not result in the termination of Enrolled Members so long as they continue to make monthly payments to participate in the Active&Fit Direct program.

3.03 Removal of Marketing and Promotional Materials at Termination. In the event of termination of this Agreement, Client shall promptly cease from using and/or distributing any and all marketing and/or promotional materials. In addition, Client shall ensure removal of the marketing and promotional materials from its website.

3.04 Client's Use of Benefits Vendor. Client may now or at some future date use a Benefits Vendor to operate its benefits website where employee benefits are made available. If Client has permitted the link to the Active&Fit Direct website to be placed on a Benefits Vendor website, Client shall: (i) provide sixty (60) days advance notice to ASH Fitness, and ii) ensure that the Benefits Vendor understands and agrees to all applicable terms and obligations of this Agreement including, but not limited to, Section 2.05 Enrollment, Section 2.06 Member Inquiries and Complaints and, Section 2.07 Member Communications, this Article 3 Obligations and Responsibilities of Client, Article 4 Marketing and Promotion, Article 7 Confidentiality of Business Information, and Article 8 Trademarks. ASH Fitness reserves the right to object to use of Benefits Vendor if determined, at ASH Fitness's sole discretion, it would be detrimental to ASH Fitness.

4 MARKETING AND PROMOTION

4.01 In General. Client shall use only ASH Fitness approved communications (including but not limited to emails), marketing and promotional materials to promote the Active&Fit Direct program, as further explained below.

4.02 Marketing and Promotional Materials Library. Prior to the Commencement Date and for as long as this Agreement is in effect, ASH Fitness will provide Client with unlimited access to select pre-approved Active&Fit Direct marketing and promotional materials via a marketing portal at no charge to communicate and promote the Active&Fit Direct program to Client's Eligible Members. Client shall promote the availability of the Active&Fit Direct program to Eligible Members by making available and distributing to Eligible Members the Active&Fit Direct marketing and promotional materials described herein. Client shall perform marketing tactics to be completed on a quarterly basis as described in Section 4.03.

4.03 Quarterly Marketing Requirements
Client will perform the following marketing tactics:

1. Use best efforts to send at least one Active&Fit Direct dedicated/solo email sent to all employees.
2. Prominent placement and quarterly refresh on Client intranet or other secure Benefits Vendor website(s) via dedicated web page and/or Active&Fit Direct Web banner above the fold (i.e. pre-login – As described in Section 3.01, Eligible Members are required to then login into Client intranet or other Benefits Vendor website(s) to access Active&Fit Direct post-login).
3. Perform at least one other tactic from the below on at least a quarterly basis:
 - a. Active&Fit Direct flat screen displays as alternative for clients focused on going green.
 - b. Active&Fit Direct featured in group/newsletter emails (where multiple programs are mentioned).
 - c. Active&Fit Direct promoted during wellness events, health fairs, etc.
 - d. Active&Fit Direct dedicated direct mail, print pieces, or open enrollment materials including:
 - i. Postcards
 - i. Mail inserts
 - ii. Fliers

iii. Company social media

Client is prohibited from editing, changing or supplementing any of these materials other than inserting Client's logo for co-branding and the Client's secure unique URL for post-log in access to the Active&Fit Direct program in the specified locations in approved marketing materials. ASH Fitness will inform Client when marketing and promotional materials are changed or become obsolete and Client shall immediately discontinue use of the affected material. ASH Fitness will provide Client with substitute material. Any marketing or promotional materials not described above that Client and ASH Fitness agree can be used to promote the Active&Fit Direct program shall be agreed to in writing (such as email or other) and may be defined specifically in an exhibit or amendment to this Agreement that is mutually agreed upon by the Parties.

5 FEES

5.01 **Fees.** The Parties agree that no compensation shall be payable to ASH Fitness from Client for the Active&Fit Direct program. All fees owed to ASH Fitness will be paid by and are the financial responsibility of the Enrolled Member until the Enrolled Member elects to terminate their participation voluntarily or payment is no longer made. ASH Fitness shall not recover any unpaid member fees from Client.

ASH Fitness reserves the right to revise its fees for the Active&Fit Direct program to be paid by the Eligible Members upon sixty (60) days' notice to Client and at least thirty (30) days' notice to Registered Members or Enrolled Members.

6 TERMINATION

6.01 **Termination With or Without Cause.** Either Party may terminate this Agreement at any time, with or without cause, by providing sixty (60) days prior written notice to the other party. However, ASH Fitness may immediately terminate this Agreement for breach of Section 3.01 for failure by Client to ensure the link to the Active&Fit Direct website on Client's and/or Client's Benefit Vendor's website is a log-in secured non-public website.

6.02 **Effect of Expiration or Termination.** No expiration or termination of this Agreement shall affect the rights and obligations of the Parties incurred prior to the effective date of the expiration or termination.

6.03 **Survival.** Any provision of this Agreement that imposes continuing obligations upon a Party or, by its nature or terms, would be reasonably understood to impose continuing obligations upon a Party, shall remain in force and effect after the expiration or termination of this Agreement for so long as intended, including this Section 6.03 Survival, and including the provisions of Sections 3.02 Removal of Active&Fit Direct Link at Termination, 3.03 Removal of Marketing and Promotional Materials at Termination, 6.02 Effect of Expiration or Termination, Article 7 Confidentiality of Business Information, Article 8 Trademarks, Article 9 Dispute Resolution, Sections 10.02 Responsibility for Own Acts, 10.05 Notice, and Section 10.10 Governing Law.

7 CONFIDENTIALITY OF BUSINESS INFORMATION

7.01 **Confidential Information.** Confidential Information includes all information in any form that should reasonably be considered as confidential or proprietary, including, but not limited to trade secrets, internal business practices, business records, processes, plans, goals, strategies, software systems, protocols, policies, procedures, customers, employees, business partners, finances, products, services and pricing, as well as any information specifically identified by the disclosing Party as confidential or propriety. Notwithstanding the foregoing, Confidential Information does not include information which (a) is generally available to the public at the time of disclosure by the Party disclosing the information ("Disclosing Party"); (b) was rightfully and legally available to the Party receiving the information ("Receiving Party") on a non-confidential basis prior to the information's disclosure by the Disclosing Party; (c) becomes rightfully and legally available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that the source is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; or (d) is independently developed by the Receiving Party.

7.02 **Disclosures Required By Law.** Where Confidential Information is required to be disclosed by court order, subpoena, regulatory agency or otherwise required by law, the Receiving Party shall notify the Disclosing Party as soon as reasonably practical so that the Disclosing Party may seek any such protective orders or other

confidential protections, in its sole discretion and expense, as it may elect. If disclosure is required, the Receiving Party shall only disclose such Confidential Information as necessary to comply with the order. The Disclosing Party shall have the right to inspect the information being disclosed by the Receiving Party. ASH Fitness acknowledges that Client may be subject to the requirements of its state's Public Records Act and that some information which ASH Fitness deems confidential or proprietary may be disclosed under this Act. In the event that any such confidential or proprietary information of ASH Fitness is required to be disclosed by Client by law or valid order of a court or other governmental authority, Client shall, to the extent legally permitted, give notice to ASH Fitness prior to disclosure such that ASH Fitness has reasonable time in which to object to such disclosure. ASH Fitness shall be responsible for objecting to such disclosure or for obtaining a protective order requiring that the confidential or proprietary information so disclosed be used only for the purposes for which the order was issued.

7.03 **Protection of Confidential Information.** During the term of this Agreement and at all times thereafter, both Parties agree to receive and maintain Confidential Information in strictest confidence and shall use such Confidential Information solely for the purpose of performing obligations under this Agreement. Either Party shall be permitted to disclose or provide access to the other Party's Confidential Information to their employees, attorneys, consultants or agents only as necessary for the performance of obligations under this Agreement. Each Party shall take sufficient steps to require that its employees or any other third parties to whom Confidential Information is disclosed shall maintain the confidentiality of the Confidential Information. Neither Party shall otherwise disclose such information to any third party without the prior written consent of the other Party.

7.04 **Ownership of Confidential Information.** Receiving Party acknowledges and agrees that the Disclosing Party is the exclusive owner of the Confidential Information. A Receiving Party receiving acknowledges and agrees that it shall not have any right in that Confidential Information.

7.05 **Return of Confidential Information.** Upon the request of the Disclosing Party, or automatically upon the expiration or termination of this Agreement, a Receiving Party shall promptly return to the Disclosing Party all materials (including any and all copies thereof) containing any of the Disclosing Party's Confidential Information, unless the Disclosing Party otherwise directs the Receiving Party to destroy any of the materials. Upon the return or destruction of the materials the Receiving Party shall promptly certify in writing to the Disclosing Party that all materials have been returned or destroyed. If destruction is not possible due to record retention policy or by regulation, the Receiving Party will notify the Disclosing Party that destruction is not possible and provide the reason destruction is not possible. In the event destruction is not possible, the Receiving Party is obligated to protect Confidential Information pursuant to the terms of this Agreement for as long as it maintains such information and agrees not to use the information, unless otherwise permitted to do so writing.

8 TRADEMARKS

8.01 **Use of Names and Marks.** This Agreement does not grant either Party a license or sublicense, except as provided in this Section 8, to use the names, trademarks, service marks, corporate names, trade names, domain names, or logos owned by or licensed to the other Party ("Marks"). During the term of this Agreement, each Party may use the other Party's name solely in connection with promoting and providing information about the Active&Fit Direct program to Members in accordance with the obligations of this Agreement. Client may use the pre-approved promotional and marketing materials Active&Fit Direct, and the Active&Fit Direct design logo ("Active&Fit Direct Marks") on its websites, print media and other such media, as described above, as long as such use complies with this Agreement. Client may not alter any portion of the pre-approved materials including the trademark in any way, including, but not limited to, skewing, changing the color, rotating, separating logo elements or changing the typeface.

9 DISPUTE RESOLUTION

9.01 **Disputes between Client and ASH Fitness.**

9.01.1 **Informal Discussions.** The Parties will attempt to resolve disputes under this Agreement by informal discussions.

9.02 **Injunctive Relief for Articles 7 and 8.** The Parties agree that a breach of the terms and conditions of Articles 7 and 8 may cause immediate and irreparable harm. Therefore, in addition to any other rights or remedies available at law or in equity, the non-breaching Party is entitled to seek injunctive relief to restrain or enjoin the breach, without any requirement of bond or security, and without limiting other remedies a non-breaching Party may have against the breaching Party.

10 GENERAL PROVISIONS

- 10.01 **Independent Contractor Relationship.** The relationship between the Parties is an independent contractor relationship. Neither Party nor their employees or agents are employees, partners, or agents of the other Party. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the Parties other than that of independent parties contracting solely for the purpose of effectuating this Agreement. Nothing contained in this Agreement shall cause either Party to be liable or responsible for any debt, liability or obligation of the other Party or any third party unless such liability or responsibility is expressly assumed by the Party sought to be charged therewith.
- 10.02 **Responsibility for Own Acts.** Each Party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that Party or its employees or representatives in the performance or omission of any act or responsibility of that Party under this Agreement.
- 10.03 **Severability.** Neither the invalidity nor unenforceability of any term or provision in this Agreement shall affect the validity, enforceability or approval of any other term or provision of this Agreement.
- 10.04 **No Third Party Beneficiaries.** Except for the Parties no other individuals or entities are intended to be or are in fact beneficiaries of this Agreement, and this Agreement's existence shall in no way whatsoever create any right on behalf of any third party vis-à-vis either of the Parties.
- 10.05 **Notice.** All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by registered or certified mail or nationally recognized overnight couriers that guarantees next day delivery, electronic mail, or by facsimile transmission, and shall be deemed sufficiently given if served in the manner specified in this Section. Notice to ASH Fitness shall be sent to the address as noted below and notice to Client shall be sent via the address provided in the Client's signature block.

If to ASH Fitness:
American Specialty Health Fitness, Inc.
10221 Wateridge Circle
San Diego, CA 92121
Facsimile: 619-237-3831
Attention: Chairman & CEO

With a copy to:
American Specialty Health Fitness, Inc.
10221 Wateridge Circle
San Diego, CA 92121
Attention: Chief Legal Officer

The Parties may change the names and addresses noted within through written notice in compliance with this Section. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. Notices delivered by nationally recognized overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the notice to a nationally recognized overnight courier. If any notice is transmitted by facsimile transmission or similar means, the notice shall be deemed served or delivered upon telephone confirmation of receipt of the transmission, provided a copy is also delivered via mail or overnight courier.

- 10.06 **Assignment.** This Agreement and the rights, interests and benefits hereunder shall not be assigned, transferred or pledged in any way by ASH Fitness or Client and shall not be subject to execution, attachment or similar process. However, either Party may assign this Agreement and its rights, interests and benefits hereunder to any entity which is a corporate Affiliate of that Party.
- 10.07 **Entire Agreement.** This Agreement, including all exhibits and attachments hereto, represents the entire agreement between the Parties concerning the subject matter hereof and supersedes all previous agreements and understandings, oral or written, between the Parties regarding the subject matter for this Agreement.
- 10.08 **Amendments.** Except as provided below, this Agreement may only be amended by the mutual written consent of the Party's duly authorized representatives.
- 10.09 **Waiver of Breach.** Neither Party shall be deemed to have waived any provision of this Agreement or any breach or default by the other Party unless the waiver is in writing and executed by a duly authorized representative of the Party waiving compliance. Any such waiver so signed shall be effective only in the specific instance and for

the specific purpose stated in the writing; no waiver shall be deemed a waiver of any other provision, breach or default, irrespective of whether similar to the provision, breach or default waived. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any partial exercise preclude the exercise of any other right, power or privilege under this Agreement.

10.10 **Governing Law.** Unless governed by federal law, this Agreement shall be governed by and construed in accordance with the internal laws of the state of locale of the Client, without regard to its choice of law principles.

10.11 **Headings.** Titles to Articles and headings of Sections are inserted for convenience of reference only and shall neither be deemed a part of nor affect the meaning or interpretation of this Agreement.

10.12 **Interpretation.** Notwithstanding that one Party may have prepared the initial draft of this Agreement or played the greater role in preparation of subsequent drafts of this Agreement, each Party agrees that it has negotiated at arm's length and had the opportunity to engage legal counsel of its choice. Accordingly, both Parties shall be deemed the drafter of this Agreement and this Agreement shall be construed as though jointly prepared by the Parties, without favor to either Party.

10.13 **Compliance with Laws and Regulations.** Each Party shall comply with all applicable State and Federal Law in connection with its activities pursuant to this Agreement. Registered Member may, and Enrolled Members will, provide personal information in order to participate in the Active&Fit Direct program. Some of that information may be protected by State or Federal Law. In accordance with applicable State and Federal Law, ASH Fitness maintains a privacy and security program to protect such information it receives from those persons against unauthorized or non-permitted uses and disclosures.

10.14 **Force Majeure.** Neither Party will be liable for delay in delivery or nonperformance in whole or in part (other than a failure to pay any amount due hereunder), nor will the other Party have the right to terminate this Agreement where delivery or performance has been affected by a Force Majeure Event, except as otherwise specifically provided in this Section or in any Termination provisions of this Agreement. "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that prevents a nonperforming Party, in whole or in part, from performing its obligations under this Agreement, or satisfying any conditions to the obligations of the performing Party under this Agreement where: The act or event is beyond reasonable control of and not the fault of the nonperforming Party, e.g. war, terrorism, riot or insurrections, law or regulation, strike, flood, fire, explosion, pandemic, epidemic, quarantine, or other similar event; the nonperforming Party has been unable to avoid or overcome the act or event by the exercise of best efforts; and the nonperforming Party gives notice to the performing Party as soon as is practicable after the act or event (or commencement of the act or event if the Force Majeure event lasts more than three (3) calendar days) stating the nature of the act or event, its anticipated duration, and any action the nonperforming Party is taking to avoid or minimize its effect.

The suspension of performance will be of no greater scope and no longer duration than is reasonably required and the nonperforming Party must use commercially reasonable efforts to remedy its inability to perform. In the event the suspension of performance continues for twenty-one (21) calendar days after the initial occurrence of the Force Majeure Event, and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the performing Party may terminate this Agreement immediately by providing written notice to the nonperforming Party.

10.15 **No Publicity.** Client, and its parent company, affiliates, and subsidiaries, are prohibited from referencing ASH Fitness and any of its affiliates and subsidiaries as a vendor, client, or as a customer in any promotional materials, including without limitation, on Client's website, brochures, marketing materials, social media accounts and the like, without ASH Fitness's prior written consent, unless otherwise permitted by this Agreement. This provision shall survive termination of this Agreement. Should Client, in performing its obligations under this Agreement, need to disclose its relationship with ASH Fitness to its subcontractor, vendor, consultant, or any other third party ("Third Party"), Client shall ensure that such Third Party agree to the same or similar obligations in a written agreement, and that such obligations shall survive termination of that agreement.

10.16 **Counterparts and Authority.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All executed counterparts together shall constitute one and the same document, and counterpart signature pages may be detached and attached to form a single original document. Electronic signatures shall constitute original signatures for the purposes of this Agreement. Each person executing this Agreement represents that it has the legal capacity to enter this Agreement on behalf of such Party and upon its execution, this Agreement is a legally enforceable and binding obligation of such Party.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement.

American Specialty Health Fitness, Inc.

Williamson County, TX

BY:		BY:	
NAME:	George DeVries	NAME:	
TITLE:	Chairman & CEO	TITLE:	
DATE:	4/13/2023	ADDRESS:	
		FACSIMILIE:	
		E-MAIL:	
		ATTN:	
		DATE:	