

Sheila Kelley's S Factor New York, LLC Student Agreement

Welcome to Sheila Kelley's S Factor. This Student Agreement ("Agreement") is being entered into by you and Sheila Kelley's S Factor New York, LLC.

When you sign up for an S Factor class, we are committing to provide you a specific time slot in a specific class with an S Factor instructor subject to the terms and conditions contained in this Agreement, thereby making this time slot unavailable to others. Please understand the commitment we are making to you does force us to adhere to a set of policies and prior to being admitted to any class or other S Factor activity, you must agree to the terms of this Agreement. These policies and the other terms are outlined below and are subject to change from time to time.

Please read this Agreement carefully and ensure you understand the obligations you are undertaking before you sign this Agreement.

SECURING A CLASS

Original Series Memberships:

To secure a time slot in a specific series class, your first week's payment is required for deposit. This payment is refundable only 14 days prior to the start of your membership. After this grace period, class payments are non-refundable, non-transferrable. Once you are registered for any series class you will be auto-enrolled for that class, each session for the duration of your membership. If you need to change your class day or time you may do so by contacting the studio (subject to availability).

Non-Original Series Classes:

All classes are non-refundable, non-transferrable. Full payment is required in advance to secure space in class. If you need to reschedule your class you may do so within 48 hours prior to the class date. If notification is received less than 48 hours prior, your payment/class will be forfeited.

REFUND POLICIES

Classes / Memberships:

S Factor Membership New York is refundable up to 14 days prior to the start date of your first session. After this grace period, the membership is non-refundable, but you may deactivate your membership during an active session between weeks 4&6 (notice must be received no less than 14 days prior to the end of the Original Series you are currently enrolled in). Once the next session is locked at week 6 of your current session, you will be obligated to pay for the next session. To deactivate your membership you must email sfnymemberships@sfactor.com. Please allow 5 business days from the date received for processing.

Payment/AutoBill Policies for Memberships:

Class payments are automatically billed weekly. By agreeing, you authorize S Factor to keep your signature on file and charge your credit card account on an ongoing basis through the duration of your membership. I agree to contact S Factor if there are any changes to your credit card account information that could interrupt billing. If S Factor is unable to collect payment on the scheduled day of billing due to declined transaction, I authorize S Factor to continue to bill my card until payment can be collected. I understand that in the event that my payment/s are unable to be processed due to a declined or expired card I have 5 business days after being notified of the issue to resolve the matter or you will be

subject to a \$25 late payment fee. If you are not signed up for an AutoBill program, we reserve the right to remove you from the class roster and any payments, will be forfeited. In addition, should you wish to sign up for future S Factor classes, you remain obligated to pay any outstanding amounts from prior sessions.

Medical Exception/Rollover for Memberships:

We understand that circumstances such as pregnancy, an injury or illness may cause you to miss some of your session. In such cases you may apply for a medical rollover and if approved you will be billed for the remainder of that session, however you will be removed from any future sessions/billing. When you are able to return your membership will be re-activated and any unused class funds from your previous session will be applied to your next membership.

Sheila Kelley's S Factor New York Membership Cancellation Guidelines are subject to change.

Private Classes:

Full payment is required to book a private class and such payment is nonrefundable. In consideration of your Instructor's schedule and others who may want the same time slot, 24 hours advance notice is required to reschedule your private class or your ability to reschedule will be forfeited. Any and all rescheduling will be at the sole discretion of Sheila Kelley's S Factor New York and subject to class availability.

Parties:

Full payment is required to book a party and such payment is nonrefundable. In consideration of your Instructor's schedule and others who may want the same time slot, 7

days advance notice is required to reschedule your party, or your ability to reschedule your party will be forfeited. Any and all rescheduling will be at the sole discretion of Sheila Kelley's S Factor New York and subject to class availability.

I have read and understand the above refund policies. I understand that once monies have been paid to Sheila Kelley's S Factor New York, there will be no refunds for classes, privates or parties scheduled, other than as expressly provided above.

OTHER POLICIES

Reschedule Policy:

If you are unable to attend any S Factor class that you are scheduled for, you must sign out of class at least 4 hours prior to the start of that class. If class is not rescheduled within 4 hours of the scheduled class time, you will incur a \$20 no-show fee per class that will be billed to the card on file after the missed class.

Wait List Policy:

If you wish to take a class that is already full, you may log into your student profile and sign up for the wait list for your desired class. Alternatively, you may phone the studio and ask to be put on the wait list. If a space becomes available in the full class, due to a sign out, all wait listed students will receive an email that explains there is a class opening for the first student to register.

Safety:

In the interest of safety, any individual who appears intoxicated or otherwise disruptive to the conduct of a class, private or party may, at the sole discretion of Sheila Kelley's S Factor New York, be asked not to participate in class,

forfeiting any deposits and payments made by that person for that session, private or party.

Arrival and Departure Times:

We ask that you are considerate of other students and arrive a few minutes prior to your sessions' scheduled start time. Students arriving 10 minutes past the start time of class will not be permitted into the class. You may depart at any time once the class has started.

Section 2: Confidentiality and Non-disclosure:

By signing below, you acknowledge that all class content, including but not limited to teaching method, curriculum, discussions, written materials, movements, dance steps, routines, choreography and scenery (the "Proprietary Information") are the property of Sheila Kelley's S Factor and constitute confidential and proprietary business information and trade secrets, the unauthorized disclosure of which will irreparably harm Sheila Kelley's S Factor. You further agree that in exchange for Sheila Kelley's S Factor agreeing to take you on as a student, you agree to keep the Proprietary Information confidential and that you will not disclose the Proprietary Information to anyone without the prior written consent of Sheila Kelley's S Factor. You further agree that you will not teach to any third party any of the Proprietary Information, and that you will refer any person wishing to learn any of the Proprietary Information to Sheila Kelley's S Factor. You further expressly agree that you will not use the Proprietary Information for the purpose of soliciting any students or employees of Sheila Kelley's S Factor or to otherwise compete with Sheila Kelley's S Factor.

I have read and understand the above confidentiality and non-disclosure policies.

Section 3: Release of All Claims (Including Negligence), Hold Harmless and Indemnification Agreement

In consideration for your acceptance into the classes provided by Sheila Kelley's S Factor and other good and valuable consideration paid, the receipt of which is hereby acknowledged, you hereby covenant and agree as follows:

A. I acknowledge that the activities undertaken in the class sessions, private classes, parties or any other activity provided or facilitated by Sheila Kelley's S Factor are hazardous and I recognize that my participation in the activities is strictly voluntary. I assume all responsibility and risk associated with any and all activity, program, course, or class that I participate in, and assume all responsibility and liability of physical fitness and capability to perform any and all activity or effort related to and/or associated with the class activities performed by me or which I am involved in. The risks that I am agreeing to assume include the risk that an injury may be caused by physical conditions at the class location or by the negligence of Sheila Kelley's S Factor, its agents, employees, representatives, by me, or by other students. I represent that, to the best of my knowledge, I have no medical, physical, mental or emotional health condition which would affect, hinder or prevent my active participation in any class sessions, private classes, parties or other activities provided or facilitated by Sheila Kelley's S Factor. I acknowledge that I am 18 years of age or older.

B. I, including my heirs and assigns, to the maximum extent allowed by law, agree to release, give up and forever discharge Sheila Kelley's S Factor (as defined in footnote) and S Factor, and all of their agents, employees, managers, representatives, officers, directors, attorneys, partners, insurers, heirs, predecessors-in-interest, advisors, successors and assigns, including SK Movement, Inc. and

Christine Ventures, LLC (hereinafter, the "Releasees") from any and all acts of negligence and all other claims and/or demands whatsoever which I, any third party, or any persons acting on my or their behalf have or may have against any of the Releasees by reason of any accident, illness, injury to or death of any person or persons, or damage to or loss or destruction of any property arising or resulting directly or indirectly from participation in the class sessions, private classes, parties or other activities (including but not limited to any injury or damage occurring while I am on S Factor premises or while using S Factor facilities or equipment in any way) provided or facilitated by Sheila Kelley's S Factor whether such injury or damage occurs during the participation or at any time subsequent to the participation.

C. I further agree that, to the maximum extent allowed by law, I shall indemnify, release, and hold harmless the Releasees from any and all claims, losses, illnesses, demands, and injuries to my person or property, foreseen or unforeseen, resulting from, caused by, or related in any way to my participation in and/or presence at any class, program, party or activity (including but not limited to any injury or damage occurring while I am on Sheila Kelley's S Factor premises or while using Sheila Kelley's S Factor facilities or equipment in any way) provided or facilitated by Sheila Kelley's S Factor, including acts of negligence on the part of myself, any of the Releasees or any third party). I agree to indemnify the Releasees, and any of them, to the maximum extent allowed by law, for any cost, expense (including reasonable attorneys' fees and costs), and loss caused in any way by me. This Hold Harmless Agreement is not in derogation of, but rather supplements, any common law rights to indemnification to which Sheila Kelley's S Factor, its legal representatives, successors, and assigns may have. I

acknowledge that this Hold Harmless Agreement is binding on and on my successors and assigns.

D. I hereby acknowledge and affirm that I have read the contents of this Agreement, I understand its terms, and I knowingly and voluntarily execute this agreement under my own free will, without relying on any statement or representation of Sheila Kelley's S Factor or any of the Releasees. I understand this Section 3: Release of All Claims (Including Negligence), Hold Harmless and Indemnification Agreement is a release of legal liability, an assumption of risk of hazardous activity and an agreement to indemnify for the acts of myself and others. I expressly agree that this Section 3: Release of All Claims (Including Negligence), Hold Harmless and Indemnification Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of this Section 3 is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read and understand the above Release of All Claims (Including Negligence), Hold Harmless and Indemnification Agreement provisions.

Section 4: Arbitration of Disputes

I acknowledge and agree that the terms outlined herein are contractual. Any and all disputes or claims arising out of or in any way related to this Agreement, including without limitation, fraud in the inducement of this Agreement, or relating to the general validity or enforceability of this Agreement, as well as any claims arising out of my participation in any activity, program, course or class provided by Sheila Kelley's S Factor shall be submitted to final and binding arbitration before an arbitrator of AAA in New York County, New York in accordance with the rules of

that arbitration service provider governing commercial disputes. The cost of the arbitration shall be split equally by all parties to the arbitration. The prevailing party shall be entitled to reasonable costs and attorneys' fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Section 5: Severability, Amendment, Third-Party Beneficiaries, Governing Law, Assignment

If any provision of this Agreement is held to be unenforceable, each such unenforceable provision shall be excluded from this Agreement, and the balance of the agreement shall be interpreted as if each such unenforceable provision were excluded; provided, however, that if a provision is held unenforceable because it is excessively broad or unreasonable as to scope or subject, such provision shall continue to be enforced to the extent necessary to be reasonable under the circumstances and consistent with applicable law while reflecting as closely as possible the intent of the parties as expressed herein. This Agreement may only be modified by a writing signed by an authorized representative of Sheila Kelley S Factor. The parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto, except that the parties agree that SK Movement, Inc. and/or Christine Ventures, LLC shall be entitled to enforce the terms of this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. This Agreement and all rights under this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective personal or legal representatives, executors, administrators, heirs, distributees, devisees, legatees, successors and assigns. The relevant S Factor entity with whom you have contracted

(see footnote) may assign any or all of its rights and obligations under this Agreement to any of its related, parent, affiliated or subsidiary entities.

For students attending Non-Original Series classes please note that this agreement shall be applied to your Original Series Membership should you convert into one.

Footnote: All references in this Agreement to “Sheila Kelley’s S Factor” or the “S Factor” shall mean SK Movement, Inc., as well as all affiliated, related, parent and subsidiary entities including but not limited to Sheila Kelly’s S Factor New York, LLC, S Factor Texas, LLC, S Factor San Francisco, LLC and Christine Ventures, LLC.

Medical Rollover Guidelines Addendum

We understand that circumstances such as pregnancy, an injury or illness may require you to defer your membership. S Factor New York Memberships are refundable up to 14 days prior to the start date of the first session in your membership. After this grace period payment made towards memberships are not refundable.

Alternatively, if members are to miss more than 3 consecutive classes in a session, members may apply for a medical rollover and if approved you will be billed for the remainder of that session, however you will be removed from any future sessions/billing. When you are able to return your membership will be re-activated and any unused class funds from your previous session will be applied to your next membership.

To apply, please review and complete a medical rollover application and return it to the studio as soon as possible by

fax (212-989-8050), email (alambdin@sfactor.com), or you may drop it off at the front desk. Please allow 5 business days from the date received for processing.

Per the Student Agreement signed by all students or accepted online by all students, Medical Rollover of funds are approved based on the following conditions:

- 1) Should a student become injured or ill to the extent that participation in class is not advisable by your physician, you may apply for a Medical Rollover of your unused classes toward a future session. Unused S Factor NY classes are non-refundable.
- 2) In order to be eligible for a Medical Rollover you must provide Sheila Kelley S Factor NY with relevant dates of injury or illness and you must provide a physician's note that states you are unable to attend classes.
- 3) Failure to notify S Factor within 72 hours after missing class due to said injury or illness will cause forfeiture of the eligibility for a Medical Rollover of your unused classes.
- 4) Any request for medical exception may be granted or denied at Sheila Kelley S Factor NY sole discretion and is provided only for injuries or illness that legitimately prohibit participation in an S Factor class.
- 5) In order to be eligible for a Medical Rollover your membership/account at Sheila Kelley S Factor NY must be in good standing.

Once a Medical Rollover is approved your membership will be deactivated and any unused funds are available upon your return for up to 6 months from the date of deactivation.

If not used within 6 months these funds will be forfeited unless a renewal application is received; to renew simply contact the studio for another application. If a rollover is granted we cannot guarantee enrollment in your original registered home class upon your return. It will be based upon class availability. You can re-activate your membership at anytime during a session but we will need to be notified no less than 7 days prior to the date of which you would like return.