Employee Handbook
Effective November 2016
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Welcome to US Fitness!

Hello!

We would like to take this opportunity to welcome you to US Fitness ("US Fitness" or the "Company"). Our mission is to provide the Ultimate Fitness Experience to every member, every time. As an employee, you will quickly come to realize why US Fitness is setting the standard for the world’s best fitness centers by improving people’s lives through health and fitness.

Employees and members alike come to US Fitness for a positive experience. Our work environment is dynamic, fast-paced and fun. We are here to provide our members with world-class customer service that is representative of the US Fitness standard of excellence. The focus should always be on serving our members to the best of our abilities to ensure they achieve their fitness goals in a positive, enjoyable, and professional environment.

Talented, motivated employees are our Company’s best guarantee of success. Therefore we will strive to provide a positive and professional work environment for all employees that will encourage and acknowledge both individual contributions and team effort and strive to continually improve productivity and customer service. We hope all our employees will find satisfaction and take pride in their work here.

So get ready and thanks for joining the US Fitness team!

Sincerely,

The US Fitness Team
Our mission is to deliver the Ultimate Fitness Experience to every member, every time.

About US Fitness

US Fitness currently manages, operates and develops multi-purpose health clubs under the Sport&Health, Onelife Fitness, and Crunch Fitness brands. Sport&Health Clubs feature state-of-the-art fitness equipment, individual and group personal training and group exercise classes for all levels including Pilates, yoga, dance, metabolic training and all of the latest in effective, fun workouts. Onelife Fitness clubs are typically large full service facilities with multiple group fitness studios, strength and cardio equipment, racquetball, basketball, pools, and extensive kids’ club areas. Crunch Fitness clubs tend to be more urban, hip, fun, energizing, and program-focused. All of these brands offer a wide variety of amenities and have the ongoing commitment to deliver unparalleled service to their members.
Our Philosophy

During your life you make many choices and one of the most important choices is how you decide to treat your body. Life requires balance and US Fitness is part of that formula. US Fitness is here because it’s time. Time for a fitness company to inspire people of all shapes, sizes and fitness levels from beginner to advanced. For goals varying from reducing stress and feeling better, to burning calories and losing weight, to training for a sport or triathlon, US Fitness offers a solution. And for those who have struggled with staying committed to their health and fitness goals, US Fitness has constructed the winning formula to help overcome those challenges. With all of the twists and turns that life presents today there has never been a more important time to commit to your health and wellness.

Our members come to US Fitness to realize their fitness goals. Recognizing the goals of each of our members, and providing the level of customer service that allows them to achieve their goals is critical to our success.

Greeting our guests with a friendly smile is essential in creating a positive impression. We want our members to have a positive experience each time they visit and the level of service you provide makes a difference. We want to instill a sense of belonging, loyalty, and comfort with our members that will encourage them to create a long and lasting relationship with US Fitness. Also, a good word from our members and guests to a friend is one of the best ways to spread the benefits of what we offer and to grow our community of members, so make sure you’re delivering the Ultimate Fitness Experience to our members and their guests, every time.

This philosophy reflects a passion for delivering the benefits of health and wellness to all our members! US Fitness welcomes everyone who desires the benefits of health and fitness, and no matter what their age, level of experience, schedule, goals or budget, US Fitness is the long term solution that will help our members accomplish their goals. US Fitness is dedicated to setting the standard for the world’s best fitness centers.

You’ve been invited to join us because we believe that you share our philosophy. To ensure outstanding customer service, US Fitness will continually seek methods to improve and evaluate our standards, including internal customer service training, outside consultation services (secret shoppers), and member/employee surveys. The feedback from these efforts will allow us to help support and train our employees to become the best at what you do.
About Sport&Health

Sport&Health started in 1973 as a single club and has grown into the most dominant club chain in the Washington DC metropolitan area, with facilities that include high-end, multipurpose health clubs, state-of-the-art fitness-only clubs, and luxurious day spas. Many of the clubs offer basketball, swimming pools and large fitness training areas. Several clubs also offer tennis. While the clubs are fantastic, the Sport&Health brand has achieved its market dominance by focusing on having team members that smile, show they care and love what they do while providing the Ultimate Fitness Experience to every member, every time. With so many convenient locations in the DC metro area the clubs offer something for everyone and are especially popular with families.

About Onelife Fitness

Onelife Fitness was formed in 2009 as a high amenity, high value health club Company that welcomes people of all fitness levels. Onelife Fitness clubs offer a wide spectrum of amenities, including a vast group fitness exercise program, state-of-the-art Onelife Cinema, dedicated BarreOne, Yoga and Pilates studios, exclusive Women’s Workout area, resistance & core training, body sculpting, spa-inspired locker rooms, basketball, racquetball, volleyball, cutting-edge Functional Training programs, Juice Bars, and more. Onelife Fitness centers are convenient, clean and friendly, with passionate staff always committed to delivering the Ultimate Fitness Experience, to every member, every time.

About Crunch Fitness

Crunch was founded in 1989 by a part-time comedian whose mission was to make fitness fun. The first location was a humble basement studio in New York City’s East Village, the root of downtown cool. Crunch built their reputation for innovation early on with their group fitness programs; inviting an spectrum of fitness experts to help make the hottest classes possible and attractive, to the public who wanted something unique and fun. Fast forward a few decades, and Crunch has gone from a single basement studio to a collection of state-of-the-art gyms throughout the world. US Fitness Crunch locations feature cutting edge, boutique group exercise and personal training programs with top of the line equipment and spa-inspired locker rooms. All Crunch Fitness centers are fun, energetic, and clean with team members who are dedicated to delivering the ultimate fitness experience to every member every time.
A Word about This Handbook

This handbook has been created to acquaint you with the general policies related to your employment with US Fitness Holdings, LLC (referred to as “US Fitness” or the “Company”). Because we operate in a dynamic environment, some policies and benefits may change from time to time. We’ll do our best to advise you of these changes as they happen. The material in this handbook is not all-inclusive. Although we’ve attempted to cover as many policies and situations as possible, we can’t cover every conceivable scenario. Excluding the dispute resolution provisions and US Fitness Arbitration Procedure explained in this Handbook, US Fitness reserves the right to make changes at any time, with or without notice, and to interpret these policies and guidelines at its discretion.

This handbook is not a contract of employment and with the exception of the dispute resolution provisions and the US Fitness Arbitration Procedure, does not confer contractual rights, either expressed or implied, on any employee, nor does it guarantee employment for any period of time.

We Want to Hear From You

Communication is a two-way street, and US Fitness encourages free and open communication between you and management. You’re encouraged to share your ideas with your supervisor or General Manager. You may be required to attend scheduled department or general staff meetings where important information will be shared. You’re expected to make the time to take advantage of these opportunities and share your ideas with others and listen to what others have to say. Try to state your views specifically and factually giving examples whenever possible. The Company is committed to listening to your ideas, needs, and concerns and to providing open, honest answers to your questions and just, equitable solutions to any issues that may arise.

Acknowledgment

Please take the time to become familiar with the information in this handbook. It will answer many of the questions you have about your employment. If you have questions or feedback, please contact your supervisor. If your questions aren’t answered to your satisfaction, please contact your General Manager, Regional Director, or our Human Resources Department.

Thank you for being a part of the US Fitness team!
The US Fitness Way
US Fitness expects its employees to adhere to the highest possible standards of ethics and business conduct with co-workers, members, vendors, and the communities we serve and to comply with all applicable laws, rules, and regulations that govern our businesses. This Code of Ethics & Business Conduct (the “Code” or “Code of Ethics”) explains our policy and standards concerning ethical conduct for all employees. Our aim is to promote an atmosphere in which ethical behavior is well recognized as a priority and practiced every day. Employees have a special responsibility to follow these standards because our everyday actions influence what people think about our Company. That’s called our reputation. A reputation is earned over years of consistently focusing on what is best for our members and communities and following the rules that govern our business.

This Code provides basic principles and concepts to guide us in the conduct of our business. You are expected to exercise good judgment and common sense in your decision-making and your dealings with others. This Code cannot provide rules to cover every circumstance. Answers to questions involving ethical considerations are often neither easy nor clear-cut. You should understand and abide by both the spirit and the letter of the policies and standards in the Code and remember that you may not do indirectly what you cannot do directly under the Code.

If you become aware of actual or potential problems in any area of US Fitness’ services or operations or in its business relationships, you should inform your supervisor or others who are in a position to effect solutions.

If you violate any provision of the Code or fail to cooperate fully with any inquiries or investigations, you will be subject to corrective action, which may include termination of your employment.
Serve the Best Interests & Reputation of US Fitness

The reputation of US Fitness has enormous value. Our outstanding reputation helps us retain and attract employees and members. Our commitment to following federal laws, rules, and regulations, as well as applicable laws, rules, and regulations of all localities and states where we do business, is not only the right thing to do, it helps maintain and protect our Company’s reputation.

As an employee of US Fitness you are expected to support this commitment to protect the reputation of US Fitness and serve US Fitness’ best interests by:

- ✔ Being knowledgeable about your job.
- ✔ Conducting all aspects of US Fitness’ business and community involvement in an honest, ethical, and legal manner and in accordance with federal laws, rules, and regulations and the applicable laws, rules, and regulations of all localities and states where US Fitness conducts business.
- ✔ Complying with US Fitness’ policies and procedures.
- ✔ Recognizing that your professional and personal conduct can positively or negatively affect US Fitness’ reputation and acting in a responsible way that upholds our reputation.

In addition, you are expected to protect US Fitness’ assets from theft, waste, or loss and ensure their efficient use. Our assets include physical property such as fitness equipment and accessories, branded gear and pro-shop items, and technology resources, as well as intellectual property, such as the US Fitness brand and all club brands, trademarks, copyrights, trade secrets, and patents, as well as the confidential and proprietary information described under the Confidential Company Information section of this Code.
Act with Honesty, Integrity, & Trustworthiness

The success of our business is dependent on the trust and confidence we earn from our employees and members. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching Company goals solely through honorable conduct. It is easy to say what we must do, but the proof is in our actions. Ultimately, we will be judged on what we do.

When considering any action, it is wise to ask:

- **✓** Will this build trust and credibility for my team and my club?
- **✓** Will it help create a working environment in which my team and my club can succeed over the long term?
- **✓** Is the commitment I am making one I can follow through with?

The only way we will maximize trust and credibility is by answering “yes” to those questions and by working every day to build our trust and credibility.
Preserve Confidentiality

Our members, employees, and vendors give us private information about themselves and rightfully trust us to keep this information in confidence. Additionally, as an employee of US Fitness you will have access to private, proprietary information that belongs to the Company. This access is a privilege that carries special responsibilities. Your role in privacy protection is critical. As a US Fitness employee, you will have access to confidential information about US Fitness, its members, employees, and vendors that you are obligated to protect from unauthorized disclosure. This section is about your responsibility to protect confidential and proprietary information from release or misuse.

Definition of Confidential Information
Confidential Information includes, but is not limited to, information of a special and unique nature and value relating to such matters as the Company's members, accounts, procedures, manuals, sales data, supply sources and resources, contracts, price lists, accounting practices, prospective members and lists and business plans. Specifically with regard to our members, all medical conditions, banking or credit card account information, credit ratings, account balances, or any other similar information must remain confidential. Your discussion of these matters and their disclosure to representatives of other organizations is permitted only as authorized by the CEO, CFO, or a Senior Vice President of US Fitness when required in the conduct of Company business.

The Company takes reasonable steps to protect all Confidential Information, including trade secrets. Employees receiving the Company's trade secrets do so on a need to know basis and agree not to disclose such trade secrets except to other employees with a need to know for Company business.

You represent that you have not brought and will not bring with you to US Fitness, or use in the performance of your responsibilities for the Company, any Confidential Information of a former employer or third party unless you have obtained written authorization from the former employer or other owner for their possession and use and provided the Company with a copy of such authorization.

This Policy is in no way intended to prohibit employees from discussing or protesting among themselves or with non-employees their wages, hours, benefits, and other terms and conditions of employment, or engaging in any other concerted activity protected under the National Labor Relations Act (“NLRA”). Nor is this Policy intended in any way to limit the employees’ right or ability to (1) make any disclosure of information required by law or report, consistent with the Whistleblower Policy in this Handbook, a possible violation of any federal law or regulation to any government agency or entity, Congress, and any agency Inspector General, or making disclosures that are protected under the whistleblower provisions of any law; or (2) initiate, provide information to, testify at, participate, or otherwise assist, in any investigation or proceeding brought by any federal regulatory or law enforcement agency or legislative body, such as the EEOC or the Company’s legal, compliance or HR Officers relating to an alleged violation of any federal, state, or municipal law.
Definition of Proprietary Information
Proprietary information is information that is the property of US Fitness. Proprietary information includes, without limitation, trade secrets and information regarding:

- US Fitness’ business.
- The Company’s financial performance, if it has not been publicly announced.
- Customers.
- Products, services, and pricing.
- Trademarks, patents and other intellectual property US Fitness has not disclosed to the public, including inventions related to any US Fitness services.
- Systems plans and information.
- Data centers or other property information.
- Passwords and computer programs.
- Business plans.
- Marketing plans, strategies, and costs.
- Potential acquisitions and divestitures.
- Any nonpublic information that would be harmful to US Fitness if disclosed.

Do NOT reveal any proprietary or confidential information about the Company or its members, or vendors to anyone except properly designated employees.
- For example, do not discuss membership or revenue numbers with members or potential members.
  - Avoid “party talk” discussions with friends and industry colleagues about US Fitness financial performance Use on behalf of US Fitness any proprietary information that you have acquired at another company.

Do Not Use on behalf of US Fitness any proprietary information that you have acquired at another company.

If you leave US Fitness, you may not:
- Disclose or use any proprietary information in a manner that is harmful to US Fitness, useful to competitors, or for your own or another's gain.
- Keep any originals or copies (in electronic or any other form) of manuals, notebooks, drawings, notes, reports, proposals, other documents, materials, tools, or equipment or property belonging to US Fitness.

Discipline
Unauthorized removal or disclosure of confidential or proprietary Company information may result in disciplinary action up to and including termination. In addition, any employee who discloses confidential information may be subject to personal liability or damages resulting from the disclosure.

Return of Company Information
Upon request by management or termination of employment, all confidential information must be returned to US Fitness. Failure to return this information may be enforced through legal action as determined by the Company.
Protect & Respect US Fitness Business Interests

All employees are expected to act at all times in the interests of the Company. This includes communications with customers, members, prospective customers or members, and fellow employees. During your employment at US Fitness, one of your duties is to promote the business of the Company and to direct customers, members and prospective customers or members to the services and products offered by the Company, in accordance with Company policies and procedures. You are prohibited from, directly or indirectly, soliciting, or directing our customers, members and prospective customers or members to leave US Fitness, to not join US Fitness, or to utilize the services or products of competitors of US Fitness. Employees are prohibited from, directly or indirectly, soliciting, directing or encouraging other employees of US Fitness to leave the employ of US Fitness, or to work with any competitor of US Fitness, or in competition with US Fitness. All e-mail communication between employees and customers, members and prospective customers or members of US Fitness must be made through that employee's US Fitness e-mail account, and go through the US Fitness e-mail server. Violation of these policies may result in disciplinary action up to and including termination of employment.

Handling Business Opportunities
You may not take advantage of opportunities that rightly belong to US Fitness. For example, you may not:

• Take for yourself personally opportunities that are discovered through the use of Company property, information, or position.

• Divert business from US Fitness.

• Personally receive a commission or fee for a transaction you have conducted for US Fitness other than compensation, commissions, or incentives paid by US Fitness or paid or earned through a US Fitness-approved program.

Avoid Conflicts of Interest & Competing or Conflicting Outside Employment
US Fitness expects business to be conducted according to the highest ethical standards. Employees are expected to devote their best efforts to the interests of the Company. Business dealings that appear to create a conflict between the interests of the Company and those of an employee are unacceptable.

The Company recognizes the right of employees to engage in outside business activities that do not interfere with the performance of their duties as US Fitness employees and that are private and unrelated to our business. However, you must disclose any actual or potential conflicts to the Company. Some employees may be required to complete a Restricted Covenant Agreement as a condition of their employment. All prohibited activities will be explained in detail in that agreement.

A potential or actual conflict of interest may also occur whenever an employee is in a position to influence a Company decision that may result in a personal gain for the employee or a family member (spouse or significant other, children, parents, or siblings). If you have any questions about whether an action or proposed course of conduct would create a conflict of interest, you
The US Fitness Way
US Fitness believes in and is committed to diversity. We recruit, hire, and promote employees based on their individual ability and experience and in accordance with Equal Employment Opportunity and Affirmative Action laws and regulations. Our policy is that we do not discriminate on the basis of race, color, gender, national origin, religion, age, sexual orientation, gender identity, genetic information, physical or mental disability, pregnancy, marital status, status as a protected veteran, or any other status protected by federal, state, or local law. We also strive to go beyond these basic guidelines to recruit and retain a high-caliber, inclusive workforce that reflects the growing diversity of our marketplace.

Employment at Will
This handbook is not a contract of employment and with the exception of the dispute resolution provisions and the US Fitness Arbitration Procedure, does not confer contractual rights, either expressed or implied, on any employee, nor does it guarantee employment for any period of time. Your employment with US Fitness has no specified term or length; both you and US Fitness have the right to terminate your employment at any time, with or without advance notice and with or without cause. This is called “employment at will.”

should contact your supervisor, manager, or General Counsel of US Fitness immediately for advice. The purpose of this policy is to protect employees from any possible conflict of interest. Violating this policy will result in immediate and appropriate discipline up to and including immediate termination.
**Equal Employment Opportunity**

US Fitness is an equal opportunity employer and conducts all hiring and employment practices strictly in accordance with applicable employment discrimination laws and regulations. Discrimination in employment on the basis of any classification protected under federal, state, or local law is a violation of our policy and is illegal. The Company does not discriminate in hiring or employment on the basis of race, color, creed, religion, sex, national origin, ancestry, age, mental or physical disability (including HIV and AIDS), pregnancy, protected veteran status, status as a uniformed service member under the Uniformed Services Employment and Reemployment Rights Act (“uniformed service member status”), marital status, sexual orientation, gender identity, genetic information, or other categories defined by federal, state, or local law.

This policy applies to all terms and conditions of employment, including, but not limited to, recruitment and hiring, upgrading, classification, placement, promotion, termination, reductions in force, layoffs and recall, transfer, leaves of absence, rates of pay, salary and all other forms of compensation.

The Company is also proud to be a U.S. government contractor and takes very seriously its affirmative action program obligations toward women and minorities, individuals with disabilities, disabled veterans, recently separated veterans (three (3) years), Armed forces service medal veterans, and other protected veterans (together, “qualified protected veterans”). The Company’s commitment to equal employment opportunity includes various active outreach efforts aimed at ensuring that all employment opportunities, including job openings and promotions, are made available to a diverse population of qualified applicants. Such outreach efforts take many forms, including broad ongoing outreach to diverse populations and targeted local efforts aimed at ensuring that qualified job seekers from various backgrounds are aware of, and encouraged to pursue, specific employment opportunities that may exist at any given time in the different locations where the Company does business.

A lynchpin of the Company’s affirmative action program covering qualified protected veterans and qualified individuals with disabilities is the Company’s ongoing commitment to affirmatively seek out such individuals for employment and advancement opportunities at the Company. The Company is committed to basing all employment decisions only on valid job requirements. The Company encourages all employees to actively refer qualified protected veterans and qualified individuals with disabilities to the Company for possible employment at the Company. As part of its affirmative action program for qualified individuals with disabilities, including disabled protected veterans, the Company will provide reasonable accommodations for known physical or mental limitations of an otherwise qualified individual with a disability if such accommodation would not impose an undue hardship on the Company. Any applicant or employee who needs a reasonable accommodation to apply for employment or to perform the essential functions of his or her job should contact the Human Resources Department. This same policy applies when an applicant or employee is in need of a reasonable accommodation because of religious beliefs or practices. For further information see the Company’s Accommodation Policy below.

Finally, as part of its commitment to make all positions available to qualified individuals with disabilities and to qualified protected veterans, the Company is committed to ensuring that there are no barriers to such qualified individuals. The Company is aware that some individuals with disabilities and/or disabled qualified veterans may require reasonable accommodation to: (1) fully and meaningfully participate in the job seeking and application process; and/or (2) fully perform essential job functions. The Company is committed to making such accommodation...
generally and as may be needed on a case by case basis. The Company is also committed to exploring the various, sometimes non-traditional ways in which the experiences and specialized skills of qualified protected veterans translate into qualifications for civilian occupations.

Any questions regarding this policy or its implementation should be directed to the Human Resources Department.

**Anti–Harassment Policy**

Statement of Philosophy. The Company has a longstanding commitment to a work environment that respects the dignity and worth of each individual. Inappropriate workplace behavior and unlawful harassment create conditions that are wholly inconsistent with this commitment. The purpose of the policy set forth below is not to regulate the personal morality of employees, but rather to foster a work environment that is free from all forms of harassment, whether that harassment is because of race, color, sex, gender, sexual orientation, gender identity, age, religion, national origin, disability, protected veteran status, uniformed service member status, genetic information, or any other characteristic protected by law. All employees at the Company can help assure that our workplace is free from prohibited discrimination or harassment. Everyone is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment. No employees are exempt from the requirements of this policy.

**Discriminatory Harassment Prohibited.** Discriminatory harassment, including sexual harassment, will not be tolerated by the Company. This policy applies to all harassment occurring in the work environment, whether on the Company premises or in any US Fitness–related setting, and applies regardless of the gender and/or sex of the individuals involved. An act may be considered/deemed harassment whether conducted in person, on the phone, or over print or electronic communications including but not limited to email, voicemail, text message; dating, social, or meet-up networks; and anonymous and/or print or electronic bulletin board communications. This policy covers all employees of the Company, including applicants for employment and third parties over whom the Company has control, to the extent that it affects the work environment or interferes with the performance of work.

**Sexual Harassment Defined.** For purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment;

- submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual; or

- such conduct is so sufficiently severe or pervasive that it has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Some examples of what may constitute sexual harassment are: threatening to take or taking employment actions, such as discharge, demotion, or reassignment, if sexual favors are not granted; demands for sexual favors in exchange for favorable or preferential treatment; unwelcome and repeated flirtations, propositions or advances; unwelcome physical contact; whistling;
leering; improper gestures; tricks; horseplay; use of stereotypes; offensive, insulting, derogatory, or degrading remarks based on sex and/or gender; unwelcome comments about appearance; sexual jokes or use of sexually explicit or offensive language; gender- or sex–based pranks; and the display in the workplace of sexually suggestive objects, pictures, or pornography. An act may be sexual harassment whether in person, on the phone, or over electronic communications, including but not limited to: email, voicemail, text message; dating, social, or meet-up networks (either print or internet-based); and anonymous and/or print or electronic bulletin board communications. Further, an act may be sexual harassment regardless of the sexual desire, sexual orientation, or intent of the harasser. The above list of examples is not intended to be all-inclusive. Care should be taken in informal business situations, including the Company parties and business trips.

Any unwelcome conduct based on gender is also forbidden by this policy regardless of whether the individual committing the harassment and the individual being harassed are of the same or different genders.

Other Harassment Defined. For purposes of this policy, other harassment is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, gender, age, religion, national origin, sexual orientation, gender identity, disability, protected veteran status, uniformed service member status, or any other characteristic protected by law, and that:

• creates an intimidating, hostile, or offensive work environment; or
• unreasonably interferes with an individual’s work performance.

Some examples of such harassment are: using epithets or slurs; mocking, ridiculing or mimicking another’s culture, accent, appearance, or customs; threatening, intimidating, or engaging in hostile or offensive acts that focus on an individual’s race, color, gender, religion, national origin, sexual orientation, gender identity, disability, veteran status, uniformed service member status, or any other characteristic protected by law, including jokes or pranks; the displaying on walls, bulletin boards or elsewhere on the Company premises, or circulating in the workplace, of written or graphic material that denigrates or shows hostility or aversion toward a person or group because of race, color, gender, age, religion, national origin, sexual orientation, gender identity, disability, protected veteran status, uniformed service member status, or any other characteristic protected by law. The above list of examples is not intended to be all-inclusive.

Reporting Discriminatory Harassment. The Company strongly encourages the prompt reporting of all incidents of discriminatory harassment. The Company also encourages individuals who believe they are being harassed to object to the conduct and clearly and promptly tell the person engaging in such conduct that a particular action, behavior, or statement is unwelcome and offensive. Further, if you believe you are being harassed or have observed harassment, The Company encourages you to notify promptly the Human Resources Department. If at any time you feel it would be unreasonable to use this procedure to report harassment because of unusual or unique circumstances, the Company encourages you to discuss your concerns with the VP of HR.

Any employee should promptly report all incidents of discrimination, harassment or retaliation by notifying his or her direct supervisor, General Manager, or the Human Resources Department. Employees also may contact the US Fitness Workplace Hotline.
The Workplace Hotline® can be accessed 24-hours per day, 7-days per week. The toll-free number is 1-800-648-7254. Callers will be asked to enter a Company ID number. Callers may provide their name and contact information or they may remain anonymous. The Company ID number for each location can be found on the Hotline Poster posted at each club location and the Corporate Office.

Once you report harassment by contacting one of the resources above, a representative of US Fitness will obtain all relevant information from you and in a timely manner and will undertake or direct an effective, thorough, and objective investigation of the harassment allegations. All employees are required to cooperate fully in any fact-finding process initiated by the Company.

Even if it would be your preference to “stay out of it,” you can’t choose to withhold information if you are asked to provide it. You are asked to respect the confidentiality of the process.

You’ll be contacted when the investigation is completed. US Fitness will take the corrective action that it determines is appropriate based on its findings. However, US Fitness will only share information regarding the investigation, including any corrective action taken, with those who have a legitimate business need to know.

Investigation. When an employee reports harassment as specified above, it is the Company’s policy to undertake a prompt investigation appropriate to the circumstances. The steps to be taken during the investigation cannot be fixed in advance, but will vary depending upon the nature of the allegations. The Company will strive to maintain confidentiality will be throughout the investigative process to the extent practicable and consistent with the Company’s need to undertake a full investigation.

Resolving the Matter. Upon completion of the investigation, appropriate remedial action will be taken, if necessary and supported by the facts. Remedial action may include oral or written counseling, referral to formal counseling, disciplinary suspension, probation, or discharge from the Company.

Non–Retaliation. An individual, who reports an incident that the employee, in good faith, believes to be a violation of this policy, or who is involved in the investigation of harassment, will not be subject to reprisal or retaliation. Retaliation is a serious violation of this policy and should be reported immediately. The report and investigation of allegations of retaliation will follow the procedures set forth in this policy. Any person found to have retaliated against an individual for reporting discriminatory harassment or participating in an investigation of allegations of such conduct will be subject to appropriate disciplinary action, up to and including discharge from the Company.

• Communication. This policy is part of the Company’s overall commitment to open communication. The Company encourages any employee with workplace concerns of any nature (including, but not limited to, any alleged discrimination) to bring those concerns to the attention of the Human Resources Department.

Your suggestions and comments on any subject are important to us, so we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.
Accommodation Policy
The Company is committed to complying with the Americans with Disabilities Act ("ADA"), Section 503 of the Rehabilitation Act of 1973 ("Section 503"), Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act ("VEVRAA") of 1974 ("Section 4212") and Executive Order 11246, all as amended. These, and other applicable state and local laws, provide for non-discrimination in employment by providing reasonable accommodation to qualified individuals with covered disabilities, disabled protected veterans, and to religious beliefs. Non-discrimination includes providing reasonable accommodations for such individuals in accordance with these laws. As specified by law, an individual may be considered disabled if he or she has a physical or mental impairment and that impairment substantially limits one or more of the individual's major activities in life, has a record or history of such impairment, or is perceived as having such impairment. It is the Company’s policy to:

• Keep all medical-related information confidential in accordance with the requirements of the ADA, as amended, and Section 503 as well as applicable state or local laws and retain such information in separate confidential files. If any employee feels that his or her confidentiality has been breached, we ask that the employee report this to the HR Director immediately. We take such concerns very seriously.

• Strictly prohibit discrimination against qualified individuals with disabilities who, with or without a reasonable accommodation, can perform the essential functions of the job. In addition, as a U.S. government contractor/subcontractor, the Company actively practices affirmative action toward both qualified protected veterans and qualified individuals with disabilities. As a key component of its focus on equal employment opportunity to qualified individuals with a disability, The Company is committed to ensuring that qualified individuals with disabilities are treated in a non-discriminatory manner in the pre-employment process and that employees with covered disabilities are treated in a non-discriminatory manner in all terms, conditions, and privileges of employment. Every good faith effort will be taken by the Company to fulfill the objectives of this Policy.

• Provide reasonable accommodations to allow qualified individuals with disabilities to perform the essential functions of their jobs. The Company is equally committed, where possible and readily achievable, to making facilities used by employees accessible and useable by individuals with disabilities. There may be instances, however, where the Company is not aware either that an employee has a disability or that such disability may impact an aspect of his or her employment or ability to perform the essential function of his or her job. Accordingly, any employee or job applicant with a disability is encouraged to alert the HR Director any time he or she believes that his or her disability needs to be accommodated so that he or she can perform the essential functions of his or her job. The Company will attempt to work with the employee to determine whether and how the employee’s disability can be reasonably accommodated. The Company is committed to considering and making reasonable accommodations in job duties, the work environment and the application process to enable a qualified person with a disability to enjoy equal employment opportunities, so long as such accommodations do not constitute an undue hardship on the Company. Requests shall be treated in a confidential manner to the extent possible, consistent with resolving the issue(s) and applicable law. The Company also encourages qualified persons with disabilities to apply for employment with the Company and to affirmatively communicate with the HR Director about any barriers
to success they may perceive so that such barriers can be addressed and equal employment opportunity ensured.

• Provide a safe work environment for all employees and clients. The Company will take reasonable precautions to ensure that an employee’s disability, or any attempted reasonable accommodations thereto, do not present a direct threat to the health and/or safety of the individual employee with a disability or to others in the workplace.

• Notify individuals with covered disabilities that the Company provides reasonable accommodation to qualified individuals with disabilities, by including this policy in the Company Employee Handbook, and by posting conspicuously throughout our facilities the Equal Employment Opportunity Commission’s poster on not discriminating against individuals with disabilities and other protected groups.

• Provide reasonable accommodation to qualified disabled veterans: the Company recognizes that among those who may require accommodation as described above are disabled veterans and uniformed service members who have sustained injury during a period of service in the United States armed services. The Company is deeply committed to providing equal opportunity to such individuals. Among the ways the Company demonstrates this commitment is by working with such individuals to provide reasonable accommodations that will allow them to perform, or return to performing, the essential functions of positions for which they are otherwise qualified at the Company. Any such individual who requires, or believes he or she requires, such accommodation is encouraged to discuss the issue with the HR Director.

• Provide reasonable accommodation to religious beliefs: The Company recognizes and respects the diversity of genuine religious beliefs that may be held by its employees. Where the requirements of work conflict with such religious beliefs, the Company is committed to exploring with the employee who is experiencing such conflict whether any accommodation may be made that will eliminate the conflict while preserving the employee’s ability to fully perform the essential functions of his or her job. Such accommodations, to be effective, must be reasonable and may not impose an undue hardship on the Company or the employee’s coworkers. Any employee who seeks such reasonable accommodations to religious beliefs is encouraged to discuss with the HR Director.

This policy governs all aspects of employment, including job selection, job assignment, compensation, employee counseling steps, termination, and access to benefits and training. Please refer to the Company’s Anti-Harassment Policy for more information on reporting and other related procedures.

Also, and in accordance with the Genetic Information Non-discrimination Act of 2008 ("GINA"), the Company does not request or require from its employees genetic information of any individual or family member of the individual, except as may be specifically allowed by law. To comply with this law, the Company asks that employees refrain from providing any genetic information when responding to any request for medical information, except in limited circumstances where required or permitted by law, such as where family member medical information is requested to support a family leave request. “Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or an individual’s family member’s genetic tests, the fact that an individual or an individual’s family member sought or received ge-
netic services, and genetic information of a fetus carried by an individual or an individual’s family member, or an embryo lawfully held by an individual or an individual’s family member receiving assistive reproductive services.

This same policy applies when an applicant or employee is in need of accommodation because of religious beliefs or practices.

Whistleblower Policy
The Company is committed to the highest possible standards of openness, propriety and accountability. In line with this commitment, we expect and want our employees or anyone else who has serious concerns about any aspect of the Company’s business to come forward and voice those concerns. However, the Company requires more than just a willingness and commitment. It requires that all employees recognize and acknowledge that it is their responsibility to promptly report any instance of suspected or known noncompliance or if they learn of, or are asked to participate in, an activity that could potentially violate or is suspected or known to violate any Company policy or any law or regulation. The Company is committed to correcting any errors and sometimes you addressing those errors may be the only way they will come to light so that they can be addressed. This policy makes it clear that you can do so without fear of retaliation of any kind, including but not limited to discrimination or harassment if you have a reasonable belief that you have made any disclosure in good faith.

All employees are encouraged to report to HR any conduct or activity by any department of the Company or employee that may constitute:

- an instance of fraud of any kind, including but not limited to corporate fraud or any other act of dishonesty;

- concerns about the quality and integrity of the Company’s accounting, auditing, and financial reporting controls and procedures and/or legal or regulatory compliance;

- unethical business conduct;

- a violation of federal, state, or local law; or

- substantial and specific danger to the employee’s or public’s health and safety.

Employees may also submit such complaints on a confidential, anonymous basis via the Company’s Anonymous Reporting/Support Line or directly to the Company’s head of Human Resources. All written complaints shall include as much specific information as possible, including names, dates, places, and events that took place, the employee’s perception of why the incident(s) may be a violation, and what action the employee recommends be taken. In addition, the complaint should state that it is being made pursuant to this policy. Finally, in order to facilitate the investigation of a complaint, the complaint should include contact information for the complainant. To submit a complaint, send it to the following address: US Fitness, Attn: VP of HR, 1760 Old Meadow Road, Suite 300, Mclean, VA 22102.
HR will investigate every complaint submitted pursuant to this policy and take or recommend corrective and disciplinary actions, if appropriate, except where the complaint involves HR, in which case one of the Company’s Managing Partners will carry out the investigation. The Company’s Managing Partner(s) may enlist employees of the Company and/or outside legal, accounting or other advisors, as appropriate, to conduct any investigation of complaints submitted pursuant to this policy.

The Company will take all measures to ensure the confidentiality of the whistleblower; however, the complainant’s identity may have to be disclosed to conduct a thorough investigation, to comply with the applicable law, or to provide the accused individual(s) with evidence against them.

The Company will not retaliate against a whistleblower. This includes but is not limited to protection from retaliation in the form of an adverse employment action such as refusal to hire, failure to promote, demotion, suspension, harassment, denial of training opportunities, termination, or discrimination in any manner in the terms and conditions of employment. Whistleblowers who believe they are being retaliated against should contact HR immediately. In addition, no employee may be retaliated against because he or she:

- Makes a good faith complaint, or threatens to make a good faith complaint, regarding the suspected Company or employee violations of the law;
- Makes a good faith complaint, or threatens to make a good faith complaint, regarding accounting, internal accounting controls, or auditing matters which may lead to incorrect, or misrepresentations in, financial accounting;
- Makes a good faith report, or threatens to make a good faith report, of a violation which endangers the health or safety of an employee, client or customer, environment or general public;
- Objects to, or refuses to participate in, any activity, policy, or practice, which the employee reasonably believes is a violation of the law;
- Provides information to assist in an investigation regarding violations of the law; or
- Files, testifies, participates or assists in a proceeding, action or hearing in relation to alleged violations of the law.

Employees with any questions about this policy should contact HR.
Employment Eligibility

Age requirement and work permit for minors
In order to be considered for employment with US Fitness, applicants must be at least 15 years of age. Some employees under the age of 18 may be required to present a valid work permit on or before the first date of their employment pursuant to the laws and regulations of the state and county where their club is located.

Work authorization
We hire only United States citizens and foreign nationals who are lawfully authorized to work in the U.S. The law imposes severe penalties if we fail to comply, so we take this matter seriously and expect all team members to cooperate in meeting this requirement.

New Employees
In conjunction with the Immigration Reform and Control Act of 1986 (IRCA), the federal government has defined certain documents that establish an individual's identity and eligibility to work in the U.S. All new team members must be able to provide the requisite documentation on or before the first day of their employment. Failure to produce valid documents that establish identity and eligibility to work in the U.S. may lead to termination of employment.

Current Employees
If your employment eligibility documentation is going to expire, you’ll need to reestablish your eligibility on or before the expiration date. Failure to produce valid documents that establish your identity and eligibility to work in the U.S. may lead to termination of employment.

Background Checks
The Company is committed to promoting a safe and secure environment for our current and future employees and customers as well as hiring qualified individuals who will contribute to the overall success of the Company. Accordingly, applicants must consent to a job-related, comprehensive background check to be considered for a position at the Company. The information we collect through background checks will aid in achieving this environment and is intended to support the verification of credentials, employment history, criminal history, and other information relative to employment decisions that assist the Company in meeting these goals. The Company complies with all applicable federal, state, and local laws, including the Fair Credit Reporting Act, fair employment practices and equal employment opportunity, when conducting background checks. All offers of employment and continued employment are contingent upon a satisfactory background check. Any applicant who refuses to consent to a background check, refuses to provide information necessary to conduct a background check, or provides false or misleading information will not be considered for the position for which he or she applied.

Unless otherwise prohibited by state law, a comprehensive background check may consist of prior employment verification, professional reference checks, education confirmation, criminal, and credit checks. The Company will not consider arrest information unless the arrest resulted in pending criminal charges or a criminal conviction. A criminal conviction does not automatically mean that the applicant is ineligible for employment with the Company. Rather, it is the policy of the Company to evaluate on an individualized basis any criminal history in light of the
job’s duties and responsibilities, as defined in the job description, and the nature and severity of the offense to determine if denial of employment for that individual is consistent with business necessity.

Any applicant who has already been hired or promoted and is subsequently found to have provided false and misleading information related to the background check, including but not limited to on a resume or employment application, may be subject to disciplinary action, up to and including termination.

All current employees are required to self-disclose post-employment criminal convictions or felony charges filed against them that occur on or after the effective date of this policy within three business days of the conviction or felony charge to HR. Employees failing to self-disclose may be subject to disciplinary action, up to and including termination.

The Company may also conduct post-employment background checks on employees as needed, such as but not limited to when it is required to do so when registering with clients, obtaining gaming vendor licenses, obtaining contracts, as a condition of employment by clients, and pursuant to state or local laws. It is critical to our survival as a business that we employ individuals who can pass such screening tests. Employees are expected to provide the requested information in such cases, and to recognize that any history of criminal conviction that precludes us from achieving such approvals as an organization may jeopardize your fitness status when it comes to employment at the Company.
Personal & Personnel Information

Every US Fitness employee who has access to personnel information by virtue of his or her position is required to respect its confidentiality. The policies outlined in this section help US Fitness protect the confidentiality of your information. To help US Fitness build and maintain the most accurate records, we encourage each employee to complete their personal information during the hiring and onboarding process to reflect their information including gender, race, disability, status as a veteran, sexual orientation, or gender identity.

Personnel File
Information related to your employment at US Fitness may be kept in the following locations:

- In a confidential department file that's kept by a club’s General Manager.
- In an Official Personnel File maintained in our Payroll Department.
- If applicable, in a confidential medical or disability file that is maintained separately from all other personnel records.

Access to Information
The Company strives to make every effort to protect employees' privacy rights and to prevent inappropriate or unnecessary disclosure of information when collecting, maintaining, and disclosing personnel information.

Your own Access
Personnel files are the property of US Fitness and access to the information is restricted. An employee may, under the supervision of his or her supervisor or General Manager, inspect his/her own individual personnel file kept at the employee’s home club location. Additionally, an employee may submit a request in writing to the Payroll Department to review his or her personnel file maintained at the Corporate Office. Any discrepancies an employee may find while reviewing his/her file should be referred, in writing, to request for deletion and/or change of the record. If the request is to delete or change anything other than fact (e.g., social security number, address, birth date, marital status, etc.) the supervisor or General Manager will make the decision to approve or deny the request. In either case, the employee will be notified within a reasonable time frame. The request and response to the request will become a part of the employee file.

External Access
The Company may be required to provide information and data on personnel records and files to federal, state, and local government agencies, and to the courts. In instances of requests for information, the Company will ordinarily advise the affected employee of the information request.

Prospective employers, financial institutions and residential property managers routinely contact employers, including US Fitness for information on a former or current employee’s work history and salary. All such requests of this type should be referred to and handled by the Human Resources Department in conjunction with the Payroll Department. Responses to written requests for verification of employment will be made on the form provided only when the request is accompanied by a former or current employee’s signed authorization to release such information.

A written verification of employment form that has been completed by the Payroll Department will be returned directly to the requesting party. Telephone requests for verification of employment by prospective employers, financial institutions and residential property managers will be limited to confirming information stated by the external party.
Updating Personal Information

Employees are responsible for notifying the Payroll and Benefits Department of any changes in personal status that change wage, benefits enrollment, or contact information on a timely basis.

Relevant changes in status may include but are not limited to:
- Name change
- Change in address
- Change in marital status
- Emergency contact
- Change in beneficiary
- Change in dependents
- Change in tax withholding
- Change in employment status

A copy of the all forms will be kept on record in the Payroll and Benefits Department, but the employee is responsible for keeping a copy of any changes and verifying that the change has been executed as requested.

US Fitness will not be responsible for any loss of wages or benefits contingent upon information that the employee failed to provide or update in accordance with his policy. Any changes to employee wage or benefits will be based on the date such information is received and any tax or other liability obligations are the sole responsibility of the employee.
Employment Verifications & Reference Requests
All written and verbal requests for verification of employment information on current or former employees must be referred to the Payroll Department at the Corporate Office. Unless required by law, we do not respond to prospective external employers’ requests for information about current or former employees’ performance and character. Information provided for employment references is limited to position title, status, and dates of employment. More extensive information will only be released if the employee first provides written authorization.

Employment Reference Requests that come to You
As a US Fitness Employee, you might be asked to provide an employment reference for another team member who is seeking employment beyond US Fitness. While we desire to support team members who are transitioning, we must ensure that we do not create risk for our Company and our employees. Please be mindful of the Company’s neutral reference policy and refrain from providing professional references to others including, but not limited to, social media postings. All external inquiries for employment references and employment verifications must be referred to the Payroll Department (see Employment Verifications & Reference Requests). Reference letters for education programs may be permitted upon your supervisor’s consultation with the Human Resources Department.

Personal References
You might be asked by a current or former team member to serve as a personal reference or to provide a personal endorsement for matters unrelated to prospective employment and unrelated to your role as a US Fitness Team Member (that is, civic or political activities). You may serve as a personal reference in such situations, as permitted by applicable law and with the acknowledgment that you:

- Do not Use US Fitness letterhead, email accounts, or other US Fitness communication mediums and media.
- Do not attach your US Fitness business card.
Internal Career Opportunities
You, your supervisor, and US Fitness all have contributing roles to play in your career development. As a Company owning and operating over 40 health clubs, we offer a diverse platform of fitness services to our members that can translate into career opportunities for you within US Fitness. We encourage you to seek out opportunities for career advancement including promotions or lateral transfers for which you qualify. This is one way we can meet our goal of retaining and developing the best people.

Your Supervisor & General Manager
Your first step should be to work with your supervisor so that he or she understands your career interests and can help you form a plan to learn new skills, explore different career paths, or assume new responsibilities within your current work environment. Working with your supervisor makes you both partners in your success, whether in your current role or as you move into different jobs within US Fitness.

Finding an Opportunity
Expressing interest in internal jobs is an important opportunity for your career development and advancement at US Fitness. You’re encouraged to explore new challenges and manage your own career progress. All jobs openings are posted at

https://www.usfitnesscareers.com

External Recruitment
Although all hiring managers are encouraged to fill open jobs with internal team members, to broaden the pool of job seekers who may qualify for the position, it may be necessary to recruit externally as well. An external search may be performed after an internal search or at the same time as the internal search.

Reemployment
Former employees may be considered for employment along with other external job seekers. There are a few conditions regarding your eligibility for rehire. Former employees who are designated as “not eligible for rehire” will not be considered for reemployment without approval from the General Manager of the hiring club. Former employees who are eligible for rehire may be required to successfully complete the new hire process again including successful completion of a background check before rehire and I-9 verification.

Reemployment Impact on Hire Date
For rehired employees, US Fitness provides a grace period commonly referred to as “continuous service” of no more than three months during which the employee’s previous initial hire date will be recognized. This means that if you leave US Fitness and are rehired within three months of your Termination Date in our system of record you’ll retain your previous initial hire date. Otherwise, your initial hire date will be your rehire date.
EMPLOYEE PROFESSIONALISM

The US Fitness Way
At US Fitness, we’re committed to providing an environment that promotes professionalism and encourages each employee’s professional development and achievement. We take this commitment seriously. Consistency, fairness, and respect are essential to good relations between employees, their supervisors, and US Fitness. This approach creates a professional and productive work environment for every employee, in the workplace such as your club and at work-related events such as Company meetings, recognition programs, and conferences. The standards and policies outlined here are the guiding principles that will help us all meet these responsibilities.
Workplace Conduct
Your actions must always reflect the highest possible standards of business conduct and ethics. You’re expected to use good judgment, integrity, and common sense in making work-related decisions and to be accountable for your actions. This includes avoiding conduct that is likely to damage US Fitness business or reputation. The way you handle interactions, in person, in writing, or electronically with members and your fellow employees is important to the success of US Fitness and your work environment. You’re expected to treat our members and your fellow employees with courtesy, respect, and professionalism. You’re also expected to treat your supervisor and other managers with respect, which includes avoiding insubordinate behavior. These examples, however, are also in no way intended to prohibit employees from discussing or protesting among themselves or with non-employees their wages, hours, benefits and other terms and conditions of employment, or engaging in any activity protected under the NLRA. Examples of unprofessional and inappropriate team member behavior includes but is not limited to:

• Outbursts
• Yelling
• Rudeness
• Sleeping/Napping during work time
• Bullying
• Using profanity or crude gestures
• Distracting behavior during work time (such as inappropriate use of electronic or mobile device)
• Conduct that interferes with your or another employee's ability to perform job duties or provide effective customer service
• It also includes conduct that may be welcome between team members but is inappropriate in the workplace or at work-related events.

Smoking & Vaping in the Workplace
We want to provide a safe and healthy work environment and ensure compliance with all applicable state and federal regulations so US Fitness does not permit smoking or vaping inside any of its clubs, on club property, or inside the Corporate Office. As our image embodies a healthy lifestyle, employees who do smoke or vape may only do so off club property and out of the view of members, prospective members, and away from all entrances and exits. Additionally employees appearing for work and smelling of smoke may be asked to change clothes or take other measures to remove the smell before being permitted to work.

Personal Relationships between Employees
All employees are expected to exercise good judgment in their relationships with all fellow employees and nonemployees. US Fitness does not wish to become involved in the personal lives of its employees. However, personal relationships between co-workers may have an impact on club operations and business. In this event, the relationship becomes a business issue and will be addressed by the Company. If a romantic, sexual, or close personal relationship between two employees who are not directly or indirectly reporting to each other has a negative impact on business operations, including the appearance of impropriety, conflict of interest, or other potential problems, the Company reserves the right to address the situation as it deems appropriate in its sole discretion. Depending on the circumstances, this may result in the transfer, demotion, or termination of one or both of the parties.
Personal Relationships of Employees in a Supervisory or Managerial Role

Managers, directors, and supervisors should avoid any relationship or activity that may be perceived as affecting their ability to remain objective in managing employees or providing work direction. A supervisor, manager, or director who becomes romantically, sexually, or personally involved with a direct or indirect subordinate must report the relationship to the General Manager of his or her club. General Managers, Area Directors, Regional Directors, other Directors, and members of the senior management team at the Corporate Office or otherwise must report romantic relationships with direct or indirect subordinates to the VP of Human Resources. The individuals involved must understand the potential issues and be ready to be transferred to another work location or, in the case of a supervisor or manager, be willing to accept a demotion out of the supervisory relationship. The Company reserves the right to address personal relationships between employees as it deems appropriate, in its sole discretion. If a manager, director, supervisor, or executive fails to report the relationship before it becomes known to the Company, immediate action, including disciplinary action up to and including termination, may be taken at the sole discretion of the Company.

Attendance & Punctuality

To successfully run our business, we need you to be at work when you’re scheduled to be and to be on time, every time. If you’re going to be absent or late, you’re responsible for notifying your supervisor at least 4 hours before the beginning of your shift (or the night before in the case of an opening shift). When an employee is absent for 3 or more consecutive days without notifying an immediate supervisor, his or her job may be considered abandoned resulting in a voluntarily termination. Absences, lateness, or early departures approved under Company policies (e.g., Family and Medical Leave Act of 1993, as amended (“FMLA”) or Accommodation Policy) will not be subject to the Company’s attendance policy. If you’re absent for 3 or more days and have notified your supervisor, you may be asked in certain instances to provide medical documentation on your absence. Exceptions to this Policy, including leave extensions and reinstatement rights, may be made in accordance with applicable law, including the ADA, as amended, when an employee with a disability is eligible for leave as a reasonable accommodation.

Dress Code & Personal Appearance

Your appearance and behavior are important elements of your job performance. Dress, grooming, and personal cleanliness contribute to the morale in our work environment and affect the business image US Fitness presents to its members, guests, and vendors. All employees may dress consistently with their gender identity or gender expression. Further, the Company also recognizes that personal appearance may reflect an employee’s religious practices or cultural norms consistent with the Company’s Equal Opportunity Employment Policy. Exceptions to this policy as a reasonable accommodation will be considered on a case–by–case basis in accordance with the Company’s Equal Opportunity Employment Policy. If you are in need of an accommodation as to this policy, please inquire with HR.

Each club, department, and the Corporate Office has its own detailed uniform and dress code requirements. The dress code standards and uniform policy you are expected to follow based on your club, department, and specific position are detailed below. See your supervisor or General Manager if you have any questions.

This policy was developed to ensure that all US Fitness employees dress consistently and are easily identifiable in their home clubs. Employees should report to their shift in a clean, well-groomed manner and strictly adhere to their home club’s uniform policy while on duty.
Supervisors and General Managers are responsible for applying and enforcing this policy within their departments and clubs. In applying dress code guidelines, all supervisors and General Managers will make reasonable accommodations for dress or grooming directly related to the employee’s religion, ethnicity, or disability. Employees should discuss any accommodation needs with their supervisor or our Director of Human Resources.

The Company also recognizes that personal appearance may reflect an employee’s religious practices or cultural norms consistent with the Company’s EEO Policy. Exceptions to this policy as a reasonable accommodation will be considered on a case-by-case basis in accordance with the Company’s EEO policy.

Grooming
All employees must appear clean, neat, and well groomed. Head hair and facial hair must be neatly trimmed, groomed, and maintained.

Tattoos & Piercings
US Fitness expects all employees to maintain a professional appearance and exercise appropriate judgment with regard to personal appearance, dress, and grooming in order to be the most effective in the performance of their workplace duties.

In keeping with this approach, US Fitness allows reasonable self-expression through personal appearance, unless it a) conflicts with an employee’s ability to perform his or her position effectively, b) is deemed unprofessional or inappropriate for a specific work environment, or c) is regarded as inappropriate, offensive, or harassing toward co-workers, members, guests, or others with whom US Fitness conducts business.

Management will consider the following factors to determine whether jewelry, piercings, or tattoos may pose a conflict with the employee’s job or work environment:

- Member perceptions or complaints,
- Personal safety of self or others,
- Potential damage to US Fitness property,
- Productivity or performance expectations,
- Offensiveness to co-workers, members, guest, vendors or others in the workplace based on racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature, and
- The societal norms and standards of professionalism for a specific geographic location, club brand, position, department, or club.

If management determines an employee’s jewelry or tattoos presents such a conflict, the employee may be instructed to remove jewelry or piercings, cover tattoos, transfer to an alternative position, or perform other corrective action as deemed necessary by management.

An environment of mutual cooperation, respect, and fair and consistent treatment for all employees is the Company’s goal. Nonetheless, US Fitness is legally responsible for ensuring that no employees are subject to harassment or a hostile work environment. As an initial step toward resolution of any complaint or offense under this policy, supervisors and managers will be responsible for explaining the policy and answering employee questions. If an agreeable solution cannot be reached at that stage, the Director of Human Resources will follow Company procedures to resolve the issue.
Nametags
Your nametag is considered an essential part of your attire no matter what position you hold! Nametags must be placed on the right side of your shirt, above the logo if there is one. You’ll be provided with a nametag at no cost when you begin work.

Hats or Headwear
Employees are not permitted to wear hats or headwear while on duty. In enforcing the US Fitness Hats or Headwear policy, all supervisors and managers will make reasonable accommodations for dress or grooming directly related to the employee’s religion, ethnicity, or disability.

Uniform Shirts
Men’s collared uniform shirts must be tucked-in. Women’s collared uniform shifts must be tucked-in if they are baggy or if the shirt hem hangs longer than 4 inches past the hipbone. Shirts are not to be tied or knotted. Women who are pregnant are not required to tuck in their uniform shirts. All shirts should be clean, wrinkle-free, and worn only while working. A white undershirt may be worn under the uniform shirt. In cold weather, a solid white or solid black long sleeved shirt may be worn under the uniform shirt. Undergarments should not be visible and bare torsos or midriffs are prohibited. All employees will be provided one uniform shirt at no cost to the employee. Employees may purchase additional shirts, nametags, and Company-approved jackets by payroll deduction.

Uniform Jackets
Any employee may purchase a Company jacket or fleece branded with their home club’s logo to wear on top of the uniform shirt.

Pants, Shorts, and Skirts
Pants are not permitted to be more than 1” longer than the bottom of the shoe (pants may not drag excessively on the floor). No pants, shorts, or skirts may have logos or other graphic designs. If permitted in your department, shorts may have no less than a 3” inseam for women and a 5” inseam for men. Mini-skirts are prohibited (skirts, when permitted, must hang past fingertips when arms are hanging straight at sides). If your department permits athletic pants, the pants must be loose fitting and professional. Spandex or other tight-fitting pants are only permissible for Personal Trainers, Group Fitness Instructors, and Kids’ Club attendants. Bike shorts or short-shorts are not permitted. Cargo pants, cargo shorts, and cargo skirts are not permitted. Denim and sweat material is not permitted in US Fitness clubs.

Department-Specific Dress Code Requirements

General Managers, Membership/Fitness Counselors, and Managers on Duty
- Club branded collared uniform shirt (tucked in), black or khaki dress pants, black or khaki skirts, belt, and dress shoes
- Black tights or skin-toned pantyhose may be worn under skirts if desired
- Black or khaki dress shorts are permitted in the summer months
- No denim, cargo pockets, sweats, or spandex (yoga pants and leggings are not permitted)
- Shoes must be dress-shoes; no flip flops, sneakers, sandals, open-toed or open-backed shoes.
Front Desk
- Club branded collared uniform shirt (tucked in), black or khaki dress pants, black or khaki skirts, belt, and dress-shoes or closed-toe athletic shoes
- Black tights or skin-toned pantyhose may be worn under skirts if desired
- Black or khaki dress shorts are permitted in the summer months.
- No denim, cargo pockets, sweats, or spandex (yoga pants and leggings are not permitted)
- Shoes must be dress-shoes or closed-toe athletic shoes; no flip flops, sandals, open-toed or open-backed shoes.

Housekeeping
- Club branded collared uniform shirt (tucked in) with black or khaki dress pants and closed-toe athletic shoes
- No dangling or hanging jewelry should be worn unless otherwise provided in this Policy or the Equal Employment Opportunity Policy; if necklaces are worn, they should be tucked inside the shirt to avoid injury
- No denim, cargo pockets, sweats, or spandex (yoga pants and leggings are not permitted)
- Shoes must be closed-toe athletic shoes; no flip flops, sandals, open-toed or open-backed shoes.

Kids’ Club, Kids Room and Programming Staff
- Club branded collared uniform shirt tucked in black warm up pants
- Black or khaki shorts are permitted in the summer months
- Closed-toe athletic shoes
- Fashion tights or non-athletic legging may not be worn
- No denim or cargo pockets
- Shoes must be closed-toe athletic shoes (no flip flops, sandals, open-toed or open-backed shoes or boots).

Personal Trainers
- Club branded short sleeved personal trainer shirt with black warm up pants or shorts
- Closed-toe athletic shoes
- No dangling or hanging jewelry should be worn unless otherwise provided in this Policy or the Equal Employment Opportunity Policy; if necklaces are worn, they should be tucked inside the shirt to avoid injury
- Fashion tights or non-athletic leggings may not be worn
- No denim or cargo pockets
- Shoes must be closed-toe athletic shoes (no flip flops, sandals, open-toed or open-backed shoes or boots).

Lifeguards
- Club branded short sleeved tech shirt with the word “Lifeguard” on the back with black swim trunks or solid colored one-piece bathing suit underneath
- No dangling or hanging jewelry should be worn unless otherwise provided in this Policy or the Equal Employment Opportunity Policy; if necklaces are worn, they should be tucked inside the shirt to avoid injury
* White “Lifeguard” shirts are available for those guards working at locations with outdoor pools ONLY.
Swim Instructors
- Club branded Rash Guard with “Swim Instructor” on the back with solid color swim trunks or solid color one-piece bathing suit underneath
- No dangling or hanging jewelry should be worn unless otherwise provided in this Policy or the Equal Employment Opportunity Policy; if necklaces are worn, they should be tucked inside the shirt to avoid injury

Mind/Body Instructors (if mind/body department is separate and distinct from other departments)
- Club branded short sleeve tech shirt with the words “Mind/Body Instructor” on the back with black warm-up pants or shorts
- Closed-toe athletic shoes
- No dangling or hanging jewelry should be worn unless otherwise provided in this Policy or the Equal Employment Opportunity Policy; if necklaces are worn, they should be tucked inside the shirt to avoid injury
- Fashion tights or non-athletic leggings may not be worn
- No denim or cargo pockets
- Shoes must be closed-toe athletic shoes (no flip flops, sandals, open-toed or open-backed shoes or boots).

Group Exercise Staff
Instructor clothing should consist of appropriate fitness/workout attire for the class being taught, but must be modest and cannot display the logos of businesses or companies that compete with US Fitness. Street attire may not be worn. The Group Exercise Director (when not teaching) shall wear a club branded uniform shirt, name tag, and black yoga style pants that are modest, (not tights) and cannot display the logos of businesses or companies that compete with US Fitness. Bare torsos or midriffs are prohibited.

Facilities & Equipment Technicians
Facilities & Equipment Technicians should wear a US Fitness branded uniform shirt with the word “Facilities Technician” on the back tucked into black dress pants. Belt and closed-toe shoes should be worn.

Racquet Pro Staff
Appropriate tennis, squash, or racquetball attire must be worn. No T-shirts or tank tops are allowed. Attire should be modest and cannot display the logos of businesses or companies that compete with US Fitness.

Corporate Office Staff
The Corporate Office observes a business casual dress code. All employees working at the Corporate Office should appear neat, clean, and well groomed. If you have any questions as to what is considered appropriate attire, please consult your supervisor. Visiting employees may wear their club and department specific uniform, business casual, or business dress unless otherwise instructed.

Personal Electronic & Mobile Devices
Personal electronic devices such as smartphones, tablets, laptops, or wearable technology may be indispensable communication tools in our lives, but when used excessively during work hours and in the workplace, they may potentially become a distraction that impacts produc-
tivity goals and the ability to serve our members. Your club and department may have specific restrictions on the use of mobile and electronic devices in the workplace that may include limiting use of personal devices to scheduled break and meal periods. Talk to your supervisor about the policy in your department. If electronic communication devices are allowed in your club, be sensitive to your coworkers when using them and make sure that they don’t disrupt work or customer interactions. In public spaces or in meetings, reduce or silence the tone settings. Additionally, the use of mobile devices is strictly prohibited in locker rooms and communal bathrooms. Be aware of your surroundings and avoid discussing or displaying sensitive or confidential information in public areas.
The US Fitness Way
To attract and retain great team members, US Fitness offers a total compensation package competitive with those offered by our key competitors in the markets where we operate. Specifically, we want our US Fitness compensation program to:

• Attract and retain the best people in the industry.
• Link pay to individual performance and our company’s overall strategic initiatives and performance.
• Provide career-growth and pay-increase opportunities.
• Be openly communicated, to enhance understanding.
• Balance brand discretion and flexibility with company-wide consistency.
• Provide opportunities to recognize individual and team performance.
• Promote individual accountability.
• Balance the needs of team members, the organization, and other stakeholders.
Total Compensation
For some employees, the total compensation package at US Fitness is much more than base pay. It includes the total cash compensation (salary or hourly wage and any incentive compensation, including but not limited to bonus, commission, and other forms of incentive compensation) seen on your pay voucher, plus Company contributions toward additional benefits. The specific details of your total cash compensation are contained in your offer whether verbal or written. Ask your supervisor or General Manager or direct supervisor if you have any questions regarding the total compensation for your position.

Payroll Schedule
All US Fitness employees are paid on a semi-monthly basis subject to applicable state law. Employees are paid on the 10th and 25th of every month unless the 10th or 25th falls on a holiday or weekend. In that event, employees are paid either on the prior Friday or the following Monday. Direct deposit is available for all employees. New employees should check with their direct supervisor or General Manager to find out when they can expect to receive their first paycheck and what time period it will cover.

The Company prohibits improper deductions being made from the salaries of exempt or salaried non-exempt employees. It is further the policy of the Company to pay all of its employees in accordance with applicable federal and state wage and hour laws. If an employee believes the Company has made inappropriate deductions from his or her salary, or that the Company has otherwise acted in violation of federal or state wage and hour laws, he or she should contact in writing the VP Human Resources immediately. The Company will promptly investigate any such complaint and reimburse the employee for any mistakes or improper deductions by the Company. The Company will exercise good faith to ensure compliance with all federal and state wage laws. The Company strictly prohibits any retaliation against employees based upon reporting of wage and hour related issues.

Fair Labor Standards Act & Exemption Status
All US employees are covered under the Fair Labor Standards Act (the “FLSA”) and applicable state and local wage and hour laws. In compliance with the FLSA and state, or local laws, jobs are classified as “non-exempt” or “exempt” based on various factors that may include responsibilities and compensation structure. These job classifications determine eligibility for overtime compensation, payroll frequency, and benefits.

Exempt employees are those who are not eligible to receive overtime pay regardless of the number of hours worked. Typically, employees in certain administrative, executive, professional, outside sales, or computer positions and who meet certain compensation requirements may be considered exempt, although other exemptions may apply as provided by federal, state, and/or local law.

Non-exempt employees are those paid overtime as required by applicable federal, state, and local laws and as set forth in the overtime policy in this Handbook, or who the Company classifies as eligible for overtime pay under its policies, regardless of whether overtime pay would be required under the law.

For confirmation of whether your job is exempt or non-exempt contact HR.
The Company is fully committed to complying with its obligations under the FLSA and applicable state or local laws.
Most exempt employees will receive a guaranteed weekly salary subject to limited permissible deductions as provided by law. For those employees receiving a weekly salary as required for certain exempt employees, it is our policy not to make deductions from the salary of exempt employees except for reasons permitted by federal, state, or local law. Such employees are not subject to deductions for variations in the quantity or quality of the work performed. Subject to state or local salary basis requirements, if an employee performs any work in a given workweek, the Company may make deductions from an exempt employee’s salary for the following reasons: (1) if the employee absents himself/herself for one or more full days for personal reasons other than sickness or disability and does not have accrued paid leave; (2) if the employee absents himself/herself for one (1) or more full days due to sickness or disability and does not have accrued or paid leave available under the Company’s benefit plans that provide compensation for sickness or disability; (3) as a penalty imposed in good faith for infractions of safety rules of major significance; (4) if the employee is suspended in good faith, for one or more full days, for infraction of the Company’s written policy on workplace Code of Conduct, which is applicable to all employees; (5) to offset amounts received by an employee as jury fees, witness fees or military pay received in a given week; (6) in the initial or terminable week of employment (a proportionate part of the salary will be paid for time worked); or (7) if the employee takes a leave of absence under the federal Family and Medical Leave Act (“FMLA”) and applicable state law.

Your salary may also be subject to reduction for certain type of benefit and tax deductions, such as your portion of health, dental or life insurance premiums, state, federal, or local income taxes, Social Security, Medicare taxes, and the costs of uniforms consistent with applicable law.

Salaried exempt employees may not receive their salary for any workweek in which they do not perform any work.

**Employment Classification**

*Employee.* An employee is an individual who receives a wage or a salary from the Company, is not an independent contractor, and is not employed by an employment agency.

All employees of the Company are classified as either “exempt” or “non-exempt” by HR:

- **Exempt** — Employees who are exempt from the minimum wage and overtime provisions of the FLSA and applicable state law. Exempt employees (including those in executive, some administrative, professional, and outside sales positions) are paid a straight salary and will not receive overtime pay.

- **Non-Exempt** — Employees who are not exempt from minimum wage and overtime provisions of the FLSA. These employees are paid according to the number of hours worked and are eligible for overtime pay.

Whether exempt or non-exempt, employees are also classified as one of the following:

“Regular” employment refers to being employed by the Company on other than a temporary basis.

*Regular Full–Time Employee.* An employee who is regularly scheduled to work, on average, a minimum of 30 hours a week on a continuing basis. Such employees are eligible for our health and welfare benefits package in accordance with their position and length of service and the requirements of the plan.
Regular Part–Time Employee. An employee who is regularly scheduled to work, on average, less than 30 hours a week on a continuing basis. These employees are covered by statutory benefits required by federal or state law. Such employees are not eligible for insurance programs, paid time off, paid sick leave, holiday pay or leaves of absence (except FLMA, leave granted as a reasonable accommodation, or other leaves that the Company must provide in accordance with federal, state, and/or local law).

Temporary Employee. An employee who holds a job of limited duration. Such employees may work full–time, but not on a continuing basis. They are covered by statutory benefits required by state or federal law, but such employees are not eligible for any other employee benefit or paid time off for any reason except where required by law.

As discussed above, all persons considered employees have an employment–at–will relationship with the Company.

The following category of individuals are not considered Company employees:
Agency Employee. A worker who is an employee of an agency with which the Company has contracted. These workers may be full–time or part–time, and are paid on an hourly basis by the employment agency. Agency employees are not employees of the Company nor are they eligible for any Company–provided employee benefits.

Work Schedules
US Fitness needs to have the flexibility to schedule employees when needed. We try to accommodate individual requests as much as possible and still meet the needs of the Company. It may, however, be necessary to require employees to work at other than their regularly scheduled times. Your supervisor or manager determines and may change your scheduled work hours based on the club’s or business needs, taking into account each position’s classification.

Recording Your Time
The Company is required by law to maintain accurate records of the time worked by non–exempt employees. Accordingly, all non–exempt employees are strictly prohibited from working off–the–clock; this means that it is the employee’s responsibility to accurately record all hours worked—even if it is outside the employee’s scheduled shift. All non–exempt employees are required each workday to clock in and out using the Company’s electronic timekeeping system as a means of accurately recording hours worked and calculating pay to report hours worked for each pay period.

That means in order to accurately record your work time, if you are a non-exempt employee you must follow these guidelines: (i) never work “off-the-clock”; (ii) all time spent performing work on a device (i.e. desktop or laptop PC, smart phone, tablet, etc.) through remote access to the Company’s Technology Systems should be recorded; (iii) all travel time during regularly scheduled hours between job sites is compensable and should be recorded; (iv) when taking a meal period, you should not perform any work duties unless your manager asks you to return to work early (in which case, you must record such meal period as work time); (v) record all hours worked even if your work day and work hours may be longer than your scheduled shift; (vi) work time must include all time you are required to read memos or notices related to your job prior to beginning or after completing your primary work function; (vii) work time must include all time you may expend retrieving, reading, and/or listening to work-related emails, text messages, or
voicemails (whether on-or off-site); and (viii) work time should include any break except for bona
die meal periods or in other limited circumstances where an employee leaves the premises for
a period of time during the workday for personal reasons.

Falsifying time records is a serious matter. Each employee is responsible for checking the accu-
racy and completeness of his or her own time-entry. By acknowledging receipt of this Employee
Handbook, each employee agrees to accurately record all hours actually worked and further
agrees not to misrepresent the hours worked either by overstating or underestimating them. Em-
ployees may not change time after it is already recorded, purposely record a false time, tamper
with time records, or record another employee’s time for him or her. If you perform any of these
actions, you may be subject to disciplinary action, up to and including termination.

Non–exempt employees may be required to sign and submit a time card to his or her direct su-
ervisor or General Manager on such days as may be specified from time to time by HR.

Window for Clocking In and Out
Employees should clock in no sooner than 5 minutes before or after the scheduled shift and
clock out no later than 5 minutes before or after the scheduled shift. Employees should be in
uniform and ready to work prior to clocking in.

If an employee misses the window for clocking into or out of the timekeeping system, the em-
ployee should notify the supervisor or General Manager as soon as possible. The supervisor will
manually enter the employee’s work hours via the manager time clock portal. Employees who
repeatedly miss time clock entries will be subject to disciplinary action.

Overtime
Nonexempt employees are permitted to work overtime only with prior authorization from their
direct supervisors. Overtime includes clocking in early or late or working through a scheduled
meal or rest break. Nonexempt employees who work overtime without prior authorization will be
subject to disciplinary procedures.

The standard Workweek is a fixed and regularly recurring period of work within the week begin-
ning on Monday at 12:00 a.m. and ending on Sunday at 11:59 pm. The Fair Labor Standards
Act (FLSA) requires that nonexempt employees receive overtime pay if they work more than 40
hours in a workweek. In some locations, there may also be additional state laws governing over-
time pay. Nonexempt employees are paid at a rate of one and one-half (1.5) times their regular
hourly rate of pay for all hours worked in excess of 40 during the established Workweek. If your
usual schedule is less than 40 hours a week and you’re asked to work some extra hours but not
enough to qualify for overtime pay as described above then you’ll receive pay for the extra hours
at your usual hourly rate. Exempt employees do not receive overtime pay.

Enforcement of Time Tracking & Time Clock Policies
Supervisors and General Managers are free to use discretion in disciplinary actions when em-
ployees have various, albeit repeated, offenses to the timekeeping policy or procedure. Situa-
tions include when employees may have clocked in, but are repeatedly absent or not ready for
work during work hours or have missed time clock entries in addition to working unscheduled
overtime.
Work Breaks
All full time, non–exempt employees are required to take an unpaid meal period of not less than 30 continuous minutes during which employees are completely relieved of all work duties or longer if required by state law. The meal period is to be taken away from the work area and separate from work activities. The scheduling of the meal period may vary by area. All full time, hourly, non-exempt employees must clock –in and clock-out with the appropriate timekeeping method to accurately record any meal period taken during the work day. Employees should contact HR should they have any questions regarding meal period guidelines. Additional unpaid meal periods may be provided where required by applicable state and local laws. In the event an employee's meal period is interrupted by a work activity, the employee must accurately record the time spent on such activity, and restart the meal period until he or she has taken an uninterrupted meal period of not less than 30 continuous minutes. Meal periods cannot be disregarded in an attempt to leave earlier than one’s normally-scheduled departure time. Where permissible under applicable state and local law, an employee may periodically elect to forgo a meal period upon the prior approval of their supervisor or General Manager.

Employees also will have a paid ten–minute (10) rest break for every four (4) hours worked. Longer rest breaks will be provided where required by applicable state and/or local laws.

Where required by applicable state and/or local law, exempt employees will also be entitled to meal periods and rest breaks.

Lactation Policy
The Company supports any employee who chooses to breastfeed her infant child and will provide additional break time during the workday in addition to the standard breaks that an employee receives to accommodate an employee’s need to express milk for her child for one year after her child birth. For non-exempt employees, break times for lactation should, if possible, be taken concurrently with other break periods already provided, but additional lactation breaks may be scheduled as frequently as necessary and may continue until the employee has completed the expression of requisite breast milk beyond breaks already provided. In certain circumstances where permitted by law, such additional breaks provided may be unpaid for non-exempt employees. We recognize that the schedule may need to vary over time. An employee should notify her direct supervisor, General Manager or HR to request time to do so. The Company will provide a private room or other private accommodations appropriate for the expression of milk. The Company will also comply with additional requirements established by state or local laws.

Holidays
US Fitness may reduce club hours on certain holidays based on a “holiday hours schedule” that will be provided prior to the holiday. US Fitness is in the service industry and in high demand after “typical” work hours, on weekends and during holidays. Since our clubs are open almost every day to better serve our members, working holidays is normal and expected. There is no shift differential provided for working on holidays, weekends, or outside “standard business hours” and standard hourly compensation rates apply.
TIME AWAY

The US Fitness Way
US Fitness believes that you are at your best when you have had the opportunity to relax and rejuvenate yourself. Our time away policies provide a variety of competitive options to accommodate diverse needs and life events such as illness, caring for a family member, vacation, volunteering, the birth or adoption of a child, the loss of a family member, and others. We encourage you to use the time away available to you.

Team Member Responsibilities
Effective use of your time away is a personal responsibility. Familiarize yourself with the eligibility requirements and the expectations and approvals for using and recording time away. You are accountable for planning appropriately for both the expected and the unexpected to ensure that you have time away available for all of your needs. Managers and team members must balance business needs with employee requests for time away.

- Exempt team members are required to use time away in either full-day or half-day increments.
- Nonexempt team members may use time away in hourly increments as approved by their supervisor or manager.

Abuse of time away policies may be considered a violation of the Code of Ethics and subject to corrective action up to and including termination.
Paid Time Off

Eligibility
You are eligible for paid time away from a regularly scheduled work shift (Paid Time Off or PTO) if you are a Regular Full-time Employee working at least 40 hours per week.

Part-time and Variable Hour Employees are not eligible for Paid Time Off and should arrange unpaid time away from work with their direct supervisor or manager.

Earning Paid Time Off
US Fitness has established a policy for Paid Time Off so that Regular Full-time Employees earn paid time off. You’ll begin earning Paid Time Off after you complete your first year of service (date of hire to your 1-year anniversary). Each year after the completion of your first year of service, on your anniversary date, you’ll earn Paid Time Off based on the following schedule:

Exempt & Non-Exempt Regular Fulltime Employees
*References to days assume an eight-hour day. This chart is based on a 40-hour week.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Paid Time Off in Days</th>
<th>Paid Time Off in Hours</th>
</tr>
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<tbody>
<tr>
<td>1 year completed</td>
<td>5 days</td>
<td>40 hours</td>
</tr>
<tr>
<td>3+ years completed</td>
<td>10 days</td>
<td>80 hours</td>
</tr>
<tr>
<td>5+ years completed</td>
<td>15 days</td>
<td>120 hours</td>
</tr>
</tbody>
</table>

Using Paid Time Off for Vacation
Although a reasonable amount of Paid Time Off should be taken annually by eligible employees, the timing and duration of successive days of vacation are subject to supervisory approval. Each year on your work anniversary date, you will receive the allotted paid time off. You may use the paid time up through your next anniversary date. You are expected to schedule your paid vacation days in advance, with your supervisor or General Manager’s approval. Your direct supervisor or General Manager will approve requests for paid vacation days based on considerations like workflow, operational requirements, business needs, and length of service. It is intended for you to use your paid vacation days during the year, and you and your supervisor have the responsibility to see that you do this. While your preferences will be accommodated when feasible, there may be times when, due to business considerations, you may need to take your paid vacation days on days other than your preferred ones. For example, the first quarter of the year is a very busy time for the health and fitness industry. Paid Time Off requests may be denied during this time. Employees are expected to manage their paid vacation day allowance throughout the year. If a team member exhausts their paid vacation days and continues to request unpaid time away, it will be considered an unscheduled absence and may be subject to corrective action.

Using Paid Time Off for Sick Leave
Eligible employees may use Paid Time Off for sick leave as well. Sick leave may be used for an employee’s personal illness, well-care, and medical and dental appointments. Sick leave also may be used in order to care for a child, parent, spouse, domestic partner or any other family member who has a physical or mental illness or needs medical care. Sick Leave also provides “safe leave” for absences related to incidents of domestic violence or sexual abuse.
If the employee is on leave under the Family and Medical Leave Act (FMLA), paid sick leave or paid vacation leave may be used congruently with FMLA leave.

An employee who has a sick leave absence in excess of three consecutive workdays must present medical documentation for the absence.

Sick & Safe Leave

Employees may be eligible for paid sick or safe leave pursuant to federal, state, and local laws and regulations based on the location of their home club. Please contact our Payroll Department to determine your eligibility for paid sick or safe leave.

Family and Medical Leaves of Absence

There may be occasions in which an employee requests to be temporarily relieved of his or her work responsibilities because of the birth, adoption, foster care or other placement of a child; the employee’s serious health condition; or the serious health condition of a family member, or for certain circumstances where a family member is serving or has served in the military.

In such instances, the Company will grant leaves of absence in accordance with the requirements of the FMLA and the D.C. FMLA.

Specifically, an eligible employee will be granted a family or medical leave of up to 12 weeks in any 12-month period, and/or up to 32 weeks in any 24-month period, with certain assurances of job security and health insurance benefits during the leave (as described below), for his or her own serious health condition; the care of a covered spouse, child, parent or other covered family member with a serious health condition as provided under D.C. law; or the birth, adoption or placement in foster care of a child; the placement of a child for whom the employee permanently assumes and discharges parental responsibilities.

Leave also may be granted under the FMLA for exigent circumstances related to the fact that a covered family member has been called to or is serving in active duty in the military. In certain circumstances as described below, employees may be entitled to up to 26 weeks of unpaid leave under the FMLA in a single 12-month period to care for a family member who is ill or injured, or whose illness or injury is aggravated as a result of active duty in the military. However, in order to receive these benefits, an employee must submit medical certification or other qualifying documentation as required below under “notice and certification.”

Because the interplay between state and federal laws can be complicated, all situations that are potentially covered under this policy should be discussed with HR. In case of any apparent conflict between this policy and the requirements of the FMLA and the DC FMLA, the Company shall comply with the requirements of these laws.

Amount of Leave. Pursuant to the D.C. FMLA, the Company will grant an eligible employee family and/or medical leave for up to 16 weeks of job-protected time during a 24-month period for family leave (to care for a family member) and an additional 16 weeks of job-protected leave for a medical leave (an employee’s own serious health condition). Alternatively, or in conjunction with this leave, pursuant to the federal FMLA, the Company will grant eligible employees up to 12 weeks of family or medical leave in a 12-month period for the medical or family reasons discussed below.
The Company will use a calendar 12- or 24 month method to measure availability of federal and/or DC FMLA leave. For an employee’s 26 week covered service member leave entitlement, the 12-month period will commence when the employee first utilizes covered service member leave. When an employee utilizes his or her twelve-week entitlement during the 12-month period used to calculate the use of covered service member leave, the 12-week entitlement will also count toward the 26-week entitlement during this 12-month period.

**Concurrent Use of Leave.** In some cases, the reason for leave qualifies under both the federal and D.C. entitlement. In these circumstances, the leave entitlement will run concurrently and shall be counted against both the federal and D.C. entitlements, or as required by law. If the circumstances are such that an employee is eligible for leave under one statute but not the other, the employee will be permitted to take the leave under the statute for which /he qualifies.

**Employee Eligibility.** To be eligible for a family and medical leave under this policy, an employee must have worked for the Company for at least 12 months total and for at least 1,250 or 1,000 hours in the 12-month period immediately preceding the commencement of the leave. Employees who do not meet these requirements may be granted a leave of absence at the Company’s discretion.

**Basic Federal Leave Entitlement.** An eligible employee may take up to 12 weeks of unpaid family and medical leave in a 12-month period for the following circumstances (together, “basic federal leave”):

- For the employee’s incapacity due to pregnancy, prenatal medical care or childbirth;

- To care for the employee’s child after birth or placement with the employee for adoption or foster care;

- For placement with the employee of a son or daughter for adoption or foster care;

- To care for the employee’s spouse, son, daughter or parent with a serious health condition;

- For a serious health condition that makes the employee unable to perform the functions of the employee’s job; and

- For qualifying exigencies when the employee’s spouse, son, daughter, or parent is a member of the Regular Armed Services and is deployed to a foreign country, or is a member of the National Guard or Reserves who is on or has been notified of an impending call to active duty under a federal call or order to a foreign country in support of a contingency operation pursuant to certain provisions of law.

Qualifying exigencies may include time needed to bond with a military member on short-term, temporary rest and recuperation leave (up to 15 calendar days beginning on the date that the military member commences each incidence of rest and recuperation leave), to arrange for alternative childcare, to address issues arising from a short-notice deployment, to make or update certain financial and legal arrangements, to attend qualified counseling sessions, to attend post deployment reintegration briefings, to arrange for care for a parent of a military member that is incapable of self-care, or to provide temporary, urgent care for a covered parent.
Generally, an eligible employee is entitled to a total of up to 12 weeks for his or her basic leave entitlement in a 12-month period, measured backwards from the date the FMLA leave is used. Leave for birth and care or placement of a son or daughter for adoption or foster care must conclude within 12 months of the birth or placement unless otherwise provided by state law.

**D.C. FMLA Basic Leave Entitlement.** Under the D.C. FMLA, an eligible employee may take up to sixteen (16) weeks of family leave and up to sixteen (16) weeks of medical leave in a 24-month period for all of the reasons covered by the FMLA above (excluding exigency leave and covered service member leave when it does not otherwise meet the definition of a serious health condition) and:

- To care for any person who is related to the employee by blood, marriage, or legal custody; any person over whom the employee has permanent parental responsibility and any person who resides with the employee; or a domestic partner; and

- The placement of a child with the employee for whom the employee permanently assumes and discharges parental responsibility.

**Covered Federal Military Member Leave Entitlement.** The Company also provides a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a spouse, son, daughter, parent or next of kin who is a covered military member recovering from a serious illness or injury related to service in the line of active military duty during a single 12-month period. A covered military member for purposes of this leave entitlement is:

A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness. A serious illness or injury is one that was incurred by the covered military member in the line of duty on active duty in the Armed Services, or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the military member medically unfit to perform the duties of the member's office, grade, rank and rating.

A covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. A “covered veteran” is defined as an individual who was a member of the Armed Forces, National Guard, or Reserves who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The covered veteran must have an injury or illness incurred in, or pre-existing but aggravated in, the line of duty on active duty, which meets one of the following conditions:

- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and that rendered the veteran unable to perform the duties of the military veteran’s office, grade, rank, or rating;

- A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) rating of 50% or greater, with such VASRD rating being based, in whole or in part, on the condition precipitating the need for military caregiver leave;
• A physical or mental condition that substantially impairs, or would do so absent treatment, the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service;

• An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

The 12-month period for purposes of this leave entitlement begins when an employee starts using his or her leave. Leave taken under the employee’s basic leave entitlement during this 12-month period also will count toward the 26-week entitlement when taken during this 12-month period. D.C. FMLA leave also may run concurrently.

Definition of Serious Health Condition. A “serious health condition” is generally defined as an illness, an injury, an impairment or a physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy or a chronic condition. Other conditions may meet the definition of “continuing treatment.”

Use of Intermittent or Reduced-Schedule Leave. Basic or military caregiver leave does not always have to be taken in one block of time. In some circumstances, employees may take this type of leave intermittently or on a reduced-schedule basis when medically necessary, in connection with a qualifying exigency, or for pre-placement activities associated with the placement of a child with an employee for adoption or foster care. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. A reduced-schedule leave is a leave schedule that reduces an employee’s usual number of working hours per workday or workweek. The Company will consider, but is not required to grant, intermittent or reduced-schedule family and medical leave for the birth and care or placement for adoption or foster care of a child.

An employee must make a reasonable effort to schedule intermittent or reduced-schedule leave to minimize disruption to work, consistent with the health care provider’s treatment plan. Under federal FMLA, when an employee utilizes intermittent or reduced schedule leave for planned medical treatment, including during the period of recovery from the employee’s own serious health condition, a covered family member’s serious health condition, or a serious injury or illness of a covered military member, the Company may temporarily transfer the employee to an alternative position with equivalent pay and benefits, if doing so will be less disruptive to the Company during the period of intermittent or reduced-schedule leave.

Only the amount of leave actually taken will count against the employee’s basic or covered military member leave entitlements.
**Employee Notice & Certification Requirements**

**Notice of Leave.** Employees must give notice to the HR Director at least 30 days in advance of the need for leave if the need is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of an employee or his or her covered family member.

If an employee fails to give 30 days’ advance, written notice for foreseeable leave, the Company may delay the taking of the leave until at least 30 days after the date notice was provided. When 30 days’ notice is not possible because the need for leave was not unforeseeable 30 days in advance, the employee must provide notice as soon as the need for leave becomes foreseeable. At minimum, the employee generally must comply with the Company’s normal call-in procedures outlined in the Attendance Policy. Absent unusual circumstances, when an employee fails to comply with the Company’s procedures for reporting absences and requesting leave, the Company may delay or deny the leave request.

Sufficient information to put the Company on notice of an employee’s need for a FMLA leave should be provided by the employee and may include that the employee is unable to perform job functions due to medical circumstances, the employee must be absent to care for a family member unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or facts supporting the need for military caregiver leave. Employees must also inform the Company if the requested leave is for a reason for which leave was previously taken or certified.

**Certification of the Need for Leave.** For leave taken because of one’s own serious health condition; to care for a parent, spouse, son, or daughter with a serious health condition; or for a covered military member with a serious injury or illness, the Company will require that the employee provide a complete and sufficient medical certification by an authorized health care provider. Other documentation may be required, consistent with law, such as confirmation of a covered family relationship.

Certification forms are available from the Benefits Administrator of Human Resources Department. If an employee requests intermittent or reduced-schedule leave for medical reasons, information that the Company will require will include certification that this type of leave is medically necessary and verification of the schedule for treatment, if applicable, as well as the expected duration and frequency of the need for such leave.

For exigency leave, the Company may require that an employee provide a complete and sufficient certification, including documentation of the military member’s active duty orders, consistent with this policy and applicable law.

The employee must provide the Company with the certification and other documentation requested within 15 calendar days of the Company’s request. Failure to provide sufficient certification in a timely manner may result in delay or denial of the FMLA leave request. An employee’s absence will not count or be protected as FMLA leave unless timely and sufficient certification is provided by the employee.

The Company may request that an employee submit to a second and third medical opinion if it has reason to doubt the validity of the initial certification provided. However, the Company will
not seek second opinions for exigency leave or, in the case of military caregiver leave, if the initial certification form is completed by a U.S. Department of Defense ("DOD"), U.S. DOD-Tricare or U.S. VA provider. The Company also may request that the employee recertify the need for continued FMLA-protected leave in certain circumstances.

**Employer Obligations.** The Company will inform an employee requesting leave (i) whether he or she is eligible under the FMLA; (ii) whether any additional information is required from the employee; and (iii) of the employee's rights and responsibilities related to the leave. If the employee is found not to be eligible for leave, the Company will provide to the employee the reason for ineligibility.

The Company also will inform the employee if leave will be designated as FMLA leave and the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not covered by the FMLA, the Company will notify the employee.

**Integration with Paid Leave and Disability Benefits.** FMLA/D.C. FMLA leave is an unpaid entitlement. The Company may require the employee, or the employee may choose, to use any accrued, unused paid leave while taking otherwise-unpaid FMLA leave consistent with the terms and conditions for using such paid leave unless waived by the Company. In such circumstances, the FMLA leave and the paid leave will run concurrently. Thus, an employee's use of PTO or PSL will not add any time to the total leave permitted under this policy. Similarly, if an employee is receiving workers’ compensation benefits, disability benefits, or family leave benefit insurance, leave taken in connection with the illness or injury for which benefits are received may be designated as FMLA-protected leave if the employee is eligible and the illness or injury qualifies as a serious health condition.

In cases where an employee is receiving workers’ compensation, disability, or family leave insurance benefits while taking FMLA leave and the employee wishes to supplement such benefits so that the employee receives 100% of his or her income while taking leave, the employee should contact the HR Director with such a request to determine if paid leave can be used to supplement such benefits in such circumstances. In no circumstance will an employee be able to receive a combination of paid leave and benefits that exceeds 100% of the employee's regular income while taking FMLA leave, unless otherwise provided by state law.

**Maintenance of Benefits.** The Company will maintain group health insurance coverage for an employee on FMLA leave on the same terms and conditions as if the employee continued to work. This means that if the employee is responsible for a portion of the premiums for such coverage while working, the employee will continue to be responsible for the same portion of those premiums and for other Company benefit plan coverage during the FMLA leave. During times of the leave that the employee is not using accrued PTO benefits from which these premiums and other benefit plan costs typically can be deducted, the employee must arrange to personally pay the amount due in accordance with the provisions of the applicable plans. If a required premium is not received within 30 days of the due date, the coverage may be dropped for the remainder of the leave.

If an employee does not return to work following FMLA leave, such individual may be required to reimburse the Company for the group health insurance premiums it paid during the leave, unless the employee cannot return to work because of the employee’s own serious health condition.
or the serious health condition of a covered family member or because of other circumstances beyond the employee's control.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Return to Work. During an employee’s FMLA leave, he or she must report periodically to the Company on his or her status and his or her intent to return to work. If an employee has a serious health condition that renders the employee unable to return to work at the conclusion of FMLA leave, an employee may be entitled to additional leave as a reasonable accommodation under the ADA and/or other state or local laws. An employee also may be entitled to on-the-job reasonable accommodations under the ADA as amended and/or other state or local laws that enable the employee to return to work to safely and effectively perform the essential functions of the employee’s job. Employees also may be entitled to reassignment in certain circumstances. Please contact the HR Director for further information.

When an employee returns from FMLA leave, the Company will return the employee to the same position the employee held when the leave commenced, or to an equivalent position that has equivalent benefits, pay, and other terms and conditions of employment to the extent the employee would have been otherwise entitled to return to such position and retain such terms and conditions of employment had he or she not taken leave.

The Company is not required to restore “key” employees to their positions or to equivalent positions upon their return to work following FMLA leave when restoration to employment will cause the Company substantial and grievous economic injury. The Company will notify such “key” employees–certain highly compensated, salaried individuals–that they qualify as a key employee at the time the leave is requested, or as soon thereafter as practicable. If the Company then determines that substantial and grievous economic injury will result if the key employees were to be reinstated, the employees will be given written notice and, if the leave has already commenced, a reasonable opportunity to return to work after such notification before reinstatement is denied. Employees receiving such notification may still take leave, and upon applying for reinstatement at the conclusion of leave will receive another notification as to whether the employees will be reinstated.

Fitness for Duty. The Company will require an employee on leave for his or her own serious health condition to submit, prior to his or her return, a medical certification from his or her health care provider of his or her ability to return to work. The Company may delay restoration to an employee who fails to provide such certification. The Company may also require fitness-for-duty certifications for an employee on intermittent leave when the Company has reasonable safety concerns relating to the employee’s return to work. If an employee is not able to provide certification that he or she is able to return to work, the employee may be entitled to additional leave as a reasonable accommodation under the ADA and/or other state or local laws.

Prohibited Practices. Under the FMLA and D.C. FMLA, the Company cannot interfere with, restrain, or deny the exercise of any right provided by the FMLA or D.C. FMLA or terminate the employment of or discriminate against any individual for opposing any practice or because of involvement in any proceeding relating to the FMLA or D.C. FMLA. In addition, the Company cannot use the taking of family and medical leave as a negative factor in employment actions, such as hiring, promotions, or other disciplinary actions.
An employee may file a complaint with the U.S. Department of Labor and/or the D.C. Office of Human Rights, or may bring a private lawsuit against the Company for FMLA violations. However, The Company encourages all employees to first bring any concerns they have regarding this policy to the attention of the Company by contacting the VP of HR. The Company prohibits retaliation against any employee for bringing any complaint forward in good faith under this policy. The FMLA and D.C. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State Law. Certain state and local laws may provide greater leave rights than those available under the FMLA. It is the Company’s policy to comply with all applicable laws.

Questions concerning this policy should be directed to the VP of HR.

Other Time Away

Leave of Absence
Under certain circumstances, you may need to be off work for more than a few days. Under the Company’s leave of absence policy, you may request unpaid leave in the following situations, or leave may be extended at the discretion of your General Manager after consulting with the Director of Human Resources or a member of the senior management team. To apply for a leave of absence of more than 3 days, you must submit a written request to your supervisor for approval, at least 30 days in advance whenever possible. Leave for 3 days or less may be granted with supervisory approval. You won’t accrue paid time off or other service credit for unpaid leave in excess of 2 weeks. If you’re absent from work on an approved leave of 15 days or less, your job will be held open for your return unless it must be filled for urgent business reasons (this does not apply to military leaves of absence or Family and Medical Leave). In such a case, you’ll be offered an available position upon your return. In the case of a leave of more than 30 days (other than military leave and Family and Medical Leave), you’ll be returned to a position in the Company whenever possible. If a job isn’t available, you may be eligible for the next suitable opening. An employee who does not return to work immediately following the expiration of any approved leave of absence will be deemed to have voluntarily quit. Exceptions to this policy, including leave extensions and reinstatement rights, may be made in accordance with applicable law, including the ADA as amended when an employee with a disability needs leave as a reasonable accommodation.

Jury or Witness Duty
US Fitness recognizes jury duty as a civic responsibility and complies with all federal, state, and local laws. If you serve as a juror or are a subpoenaed witness in a criminal or civil trial you will be granted unpaid leave during the time you serve. You must supply a written verification of your service, including, but not limited to, a jury notice, summons, or a subpoena.

An employee who is summoned for jury or witness duty and must be absent from work will continue to receive full pay and will not be charged PTO.

Certain courts require only that a juror telephone the court each morning to determine whether the juror must report to court. Under such circumstances, when not needed by the court, the employee must report to work.
Upon completion of jury or witness duty, certification of the specific dates served must be provided to your direct supervisor or General Manager.

Bereavement Leave
If you have a death in your immediate family (husband, wife, children, brother, sister, parent, in-law, or grandparent), you’re eligible for up to 5 days of unpaid leave, if no travel time is involved. If travel time is involved, you may be eligible for 1 or 2 additional days, depending on the distance. This leave will be unpaid unless eligible employees choose to use earned or accrued paid time off.

Voting
Voting is a civic obligation and privilege. The Company encourages all employees to register their vote on election days or early voting days. A reasonable amount of paid time off from work to vote may be allowed you, providing a request is made to your direct supervisor or General Manager one (1) day prior to the day of election unless otherwise provided by law.

Compensation During Leave
The following compensation policy applies to any employee eligible for Paid Time Off whose compensation is comprised of a base salary, or is eligible for bonuses and commissions, or a combination thereof.

Base Salary: Eligible employees will receive the appropriate portion of their base salary or hourly wage while using any approved, accrued or earned paid time off. Employees will not receive their base salary or hourly wage while using unpaid leave regardless of whether it is leave covered by the Federal Family & Medical Leave Act, or the DC Family & Medical Leave Act.

Monthly Bonuses: Employees will be eligible for all monthly bonuses outlined in their specific offer or compensation letter for any calendar months that they do not use more than seven (7) days of paid time off or unpaid leave. Any Regular Fulltime Employees who use eight (8) or more days of paid time off or unpaid leave in one calendar month will be eligible for a pro rata share of any monthly bonuses outlined in their specific offer or compensation letter. The pro rata share will be determined by calculating the full appropriate bonus or bonuses, determining the daily pro rata rate of the appropriate bonus or bonuses for the calendar month during which the paid time off or unpaid leave was used, and then multiplying the daily pro rata rate by the number of days worked in the calendar month. The term “day” for this calculation is defined as eight (8) or more hours worked in a given day. Employees who work at least four (4) hours but less than eight (8) hours in a given calendar day will receive a half day (.5) credit for that day.

For example: An employee would qualify for a monthly bonus of $1,000 in a calendar month that has 31 days for which they used no paid time off or unpaid leave during that calendar month. If that employee uses up to 7 days of PTO or unpaid leave during that month, he or she would still receive the full $1,000 bonus. If the employee uses 8 days of PTO or unpaid leave for the month and works at least 8 hours per day for 16 days and 4 hours for 1 day, he or she would receive a pro rata share of the monthly bonus equaling $532.29 [$32.26 ($1,000 ÷ 31) x 16.5 (actual days worked)].
Quarterly Bonuses: Employees will be eligible for all quarterly bonuses outlined in their specific offer or compensation letter for any calendar quarters that they do not use more than twenty (20) days of paid time off or unpaid leave. Any employees who use twenty-one (21) or more calendar days of paid time off or unpaid leave in one calendar quarter, will not be eligible for quarterly bonuses for that quarter. Employment must continue through the last day of the quarter in order to be eligible for any quarterly bonuses.

Annual Bonuses: Employees will be eligible for all annual bonuses outlined in their specific offer or compensation letter for any calendar year that they do not use more than sixty (60) calendar days of paid time off or unpaid leave. Any Regular Fulltime Employees who use thirty-one (61) or more calendar days of paid time off or unpaid leave in one calendar year, will not be eligible for annual bonuses for that year. Employment must continue through the last day of the calendar year in order to be eligible for any annual bonuses.

**Earned & Sales Commissions:** Employees who are compensated wholly or partly by earned commissions or sales commissions will receive any and all commissions earned during a calendar month regardless of the amount of paid time off or unpaid leave used during that calendar month.
EMPLOYEE BENEFITS

The US Fitness Way
In addition to our Time Away policies, US Fitness is proud to offer an array of benefits to meet the diverse needs of our employees. Our benefits are part of who we are, and they’re designed to take care of the whole you and keep you healthy, whether physically, emotionally, financially or socially.

This Handbook provides only a brief description and summary of a formal benefit plan and programs that are in effect at the time of publication and does not attempt to cover all of the details contained in the Plan document. The operation of the Plan, including events making you eligible or ineligible for benefits, the amount of benefits to which you (or your beneficiaries) may be entitled, and actions you (or your beneficiaries) must take to request and support a claim for benefits will be governed solely by the terms of the official Plan document. To the extent that any of the information contained in this Handbook, a summary plan description (“SPD”) or any information you receive orally is inconsistent with the official Plan document, the provisions set forth in the Plan document will govern in all cases. If you wish to review the Plan document, please refer to the section of the SPD for this benefit plan entitled “YOUR RIGHTS,” which discusses your ability to review the Plan document. Any other questions regarding your benefit plans should be directed to HR. The Company reserves the right, at its discretion, to alter, modify, change, or eliminate any and/or all of its benefits at any time consistent with applicable law.
Insurance
US Fitness offers participation in the following insurance plans to eligible employees.
- Medical/Dental/Vision
- Life/Accidental Death/Dismemberment
- Short-Term/Long-Term Disability

Medical/Dental/Vision Insurance
Regular Full-Time Employees and employees regularly scheduled to work 30 or more hours per week are eligible for participation in one of the US Fitness Health Benefits Plans after completing 30 days of qualified employment. Eligible Regular Full-Time Employees and employees regularly scheduled to work 30 or more hours per week will be offered coverage beginning on the first day of the calendar month following their 30 day introductory period. Newly hired Variable Hour Employees may be eligible for participation in the US Fitness Health Benefits Plan after 12 full months of employment if they worked at least 130 hours per month during that 12 month period using the first day of the calendar month following their initial hire date and 11 months after.

For participating employees, US Fitness provides a defined contribution to offset the cost of the employee’s health benefit premiums and the balance is deducted, pretax, from the employee’s paycheck.

Once the employee has selected a plan or plans, covered employees may terminate coverage or add dependents only under two circumstances: during open enrollment, which happens once a year, or after experiencing a qualifying event. Qualifying events include, but are not limited to, the following:
- Marriage
- Divorce
- Birth or adoption
- Change in work status
- Loss of medical insurance benefits under spouse’s group health coverage
- End of COBRA health coverage
- Court-ordered support for a dependent.

Employees may select different plans or coverage options under a selected plan for themselves and their dependents during open enrollment. Modifications to benefit coverage options under Company plans may only be made during open enrollment. Employees may not modify their coverage options or elections under Company plans during the plan year regardless of experiencing a qualifying event.

Life Insurance
Employees who are eligible to participate in a US Fitness Health Benefits Plan will be able to elect and select this discounted insurance benefit option. Eligible employees are responsible for paying the premiums for insurance in this category which are automatically deducted from their paycheck.

Short-Term & Long-Term Disability Insurance
Employees who are eligible to participate in a US Fitness Health Benefits Plan will be able to elect and select this discounted insurance benefit option. Eligible employees are responsible for paying the premiums for the insurance in this category which are automatically deducted from their paycheck.
Continuation of Coverage (COBRA)

On April 7, 1986, a federal law was enacted requiring that most employers that sponsor group health plans offer employees and their families the opportunity to temporarily extend their health plan coverage (called “continuation coverage,” or COBRA after the legislation) at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under these continuation coverage provisions. Both you and your spouse (if applicable) should take the time to read this notice carefully. If you’re a US Fitness employees covered by the Company’s health plan, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in hours of employment or termination for reasons other than gross misconduct.

If you’re the spouse of an employee covered by the Company’s health plan, you have the right to choose continuation coverage for yourself if you lose group health coverage for any of the following reasons:

• The death of your spouse
• Divorce or legal separation from your spouse
• A spouse’s eligibility for Medicare
• The termination of your spouse’s employment for reasons other than gross misconduct or reduction in your spouse’s hours of employment.

A dependent child of an employee covered by the Company’s health plan has the right to continuation coverage if group health coverage is lost for any of the following reasons:

• The death of a parent
• The termination of a parent’s employment for reasons other than gross misconduct or the reduction in a parent’s hours of employment
• The parent’s divorce or legal separation
• The parent’s eligibility for Medicare
• A change meaning that the child ceases to be a dependent under the Company’s health care plan.

Under the law, an employee or family member has the right to inform the US Fitness plan administrator about a divorce or legal separation or a child’s losing dependent status within 60 days of the date of the event or the date on which coverage would end under the plan because of the event, whichever is later. Similar rights may apply to certain retirees, spouses, and dependent children if the employer commences bankruptcy proceedings and these individuals lose coverage. When you notify the plan administrator that one of these events has happened, the administrator will in turn notify you that you have the right to choose continuation coverage. Under the law, you have 60 days from the date of the qualifying event or the date that you’re notified of your rights, whichever is later, to inform the plan administrator that you want continuation coverage. If you don’t choose continuation coverage, your group health insurance coverage will end. If you do choose continuation coverage, US Fitness is required to give you coverage that, as of the time it’s being provided, is identical to that provided under the plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for 3 years unless you lost group health coverage because of a termination of employment or a reduction in hours. In that case, the required period is 18 months. This 18 months may be extended to 36 months if other events such as death, divorce, legal separation,
or Medicare eligibility occur during the 18-month period. The 18 months may be extended to 29 months if an individual is determined to be disabled for purposes of Social Security and the plan administrator is notified of that determination within 60 days. The affected individual must also notify the plan administrator within 30 days of any final determination that he or she is no longer disabled. In no instance will continuation coverage last beyond 3 years from the date of the event that originally made a qualified beneficiary eligible to elect coverage. However, the law also provides that your continuation coverage may be cut short for any of the following reasons:

- US Fitness no longer provides group health coverage to any of its employees.
- The premium for your continuation coverage isn’t paid on time.
- You become covered under another group health plan that doesn’t contain any exclusion or limitation with respect to pre-existing conditions.
- You become eligible for Medicare.
- You extended coverage for up to 29 months because of a disability, and there has been a final determination that you’re no longer disabled.

You don’t have to show that you’re insurable to choose continuation coverage. However, under the law, you may have to pay all of the premium and an additional 2 percent for your continuation coverage. In the event of a disability, you may be charged an additional 50 percent for the period in excess of 18 months. There’s a grace period of at least 30 days for payment of the regularly scheduled premium. At the end of the continuation coverage period, you’re entitled to enroll in an individual conversion health plan provided by the insurance carrier. This right to conversion must be exercised within 31 days of termination of continuation coverage. If you have any questions about COBRA, please contact US Fitness at: 1760 Old Meadow Road, Suite 3000, McLean, VA 22102.

Complimentary Club Access
As a Company owning and operating health clubs, US Fitness values and promotes the benefits of living a healthy, active lifestyle. To help ensure that all of our employees live the healthiest life possible, we are pleased to offer Complimentary Club Access and discounted fitness services to all employees who work a minimum of 6 hours per workweek, or teach a minimum of 1 class per Workweek.

This is a wonderful benefit we encourage you to use to the fullest; however, please remember a few significant rules:

- You are responsible for learning any club-specific usage restrictions or policies.
- Policies are subject to change without notice.
- You should display the highest respect toward the club, its members, and staff.
- Remember that members always come first!

Enrollment
Upon hiring, eligible employees may enjoy complimentary access to their home club. After 90 days of qualified employment, eligible employees may use all clubs within the same brand as their home club during nonprime hours (which vary from location to location) at no charge.

Employee Usage Restrictions
Identification: You must provide proper identification at the front desk when you visit a club other
than your home club. This applies even if you have a key tag or membership card for the brand of club you are visiting.

**Attire:** You may not wear your staff uniform while using the club.

**Guests of Employees:** You may bring one guest at no charge when you’re using the club during nonprime hours. A spouse or domestic partner would be considered a guest if that person does not qualify for a complimentary membership based on your employment terms and conditions. Additional guests may accompany you and pay the club’s regular guest fee. You must accompany guests when they’re using the club and they need to leave proper identification at the front desk. You accept full responsibility for the actions of your guests and must remain in the club while they’re present. You may not invite a guest to use the club while you are working.

**Group Exercise Classes:** All employees may participate in Group Exercise Classes. All participating employees should stand at the back of the Group Fitness Studio and be prepared to give their spot in the class if the class is too crowded.

**Temporary Changes:** During certain times of the year, your use of any club and your guest privileges may be altered temporarily because of high member demand. You’ll be notified if and when this happens. Please remember that members come first. Your use of the facilities is a privilege that is granted by US Fitness and may be revoked or modified at any time.

**Cardiovascular Equipment Reservation Policy:** If members use a reservation system for the cardiovascular equipment, you may not sign up to use it. Whether or not a reservation system is used, you, your spouse, domestic partner, or children may use the equipment only if two or more pieces of the same equipment are available to members. After you get on a piece of equipment, there must always be another piece of the same equipment open for a member to use. If you get on a cardiovascular machine and there’s another piece of the same equipment open when you start, but during your workout that open piece becomes occupied and another has not become available, you must immediately get off your machine and make it available for a member. There are no exceptions to this policy.

**Court Usage and Reservations**

- You may use courts on a walk-on basis only. You may not make an advance reservation.

- The Manager on Duty needs to approve the use of racquetball, tennis, squash, or handball courts.

- Unless there’s more than one court open, you need to wait 10 minutes after the hour before taking a court.

- You may not under any circumstances bump a member from a court, even though the member may be playing over.

- Members are encouraged to play with other members; however, the Manager on Duty may approve you to play with a member. If you play on the member’s reserved court, that person is required to pay the full court fee. When you and a member play on a court on a walk-on basis, the member pays only half of the court fee.
**Tournaments and Organized Club Activities:** You may not participate in any club-sponsored tournament or activity without approval from US Fitness. This policy is intended to discourage your participation when the competitive nature of the event or activity could cause bad relations between the club and the member or your participation would cause the activity or event to become overcrowded.

**Private Parties:** You may attend private parties held at the club only if your name is on the sponsor’s guest list.

**Parking:** You must park exclusively in areas designated for US Fitness employees, if available, by the General Manager.

**Independent Contractors:** Independent contractors are prohibited from using the club unless permission is granted in their agreement with US Fitness. Substitute group exercise instructors may obtain a guest pass from the General Manager or the Director of Group Exercise to attend classes designated as instructional.

**Employee Use of Kids’ Club Services**
With the exception of Group Exercise Instructors, employees may not use Kids’ Club services during a scheduled work-shift. Group Exercise Instructors may enjoy complimentary access to Kids’ Club for up to 2 children while leading a group exercise class or program. All employees may enjoy complimentary access to Kids’ Club for up to 2 children while they are using a club outside of a scheduled work-shift. No employee’s usage of Kids’ Club, for any reason, may exceed two hours per day. An employee must be prepared to remove his or her children from Kid’s Club if necessary to allow room for a member’s child to be admitted into Kids’ Club. All other standard Kids’ Club policies apply to employee usage of Kids’ Club services.

**Complimentary Club Memberships for Employee Family Members**
Employees who work a minimum of 10 hours per Workweek or group exercise instructors who teach at least 3 classes per Workweek may extend complimentary club usage privileges to two family members to their home club’s brand of clubs. Family members eligible for complimentary membership include spouses, domestic partners, and children between the ages of 15-18 years living in the same household as the employee. Employees working for the Sport&Health brand may enroll children between the ages of 11-14 years who have successfully completed the Teens in Health program, which may require the payment of program fees.

**Discounts on Fitness Services**
All Employees may enjoy discounts on fitness services including one on one personal training, group person training, group mind/body programs, swim programs, private and semi-private swim lessons, and kids programs. Discounts may vary across US Fitness brands. Check with your supervisor or General Manager if you are interested in discounted fitness services. You may participate in discounted fitness services during nonpeak times and based on availability. You may not payroll-deduct or house-charge your payment for discounted fitness services.

**Discount on Apparel and Other Pro Shop Items**
Employees may enjoy 25% off apparel and other pro shop retail items including nutrition bars and beverages. Additional discounts may apply on a club by club basis. You must pay at the time of purchase and may not payroll-deduct or house-charge your payment.
The US Fitness Way
US Fitness believe that talent is our biggest resource and asset. Our members come to us because of our people, not just our great facilities. You make the difference for our members each and every day. That is why US Fitness is committed to helping you develop the skills and knowledge you need to be successful in your job. And we believe that open, honest, and direct communication is essential to both your success and the success of US Fitness and our employees. We encourage you to take full advantage of the opportunities open to you for developing yourself and your career and to learn each day as you interact with our employees and members. At US Fitness we believe that communication is a two-way street. We will convey information to you about the Company and your job in an accurate, timely way. Likewise, we encourage you to convey questions, problems, complaints, and suggestions to your supervisor, General Manager, or the Director of Human Resources.
Training & Development
Employee development is crucial to the success of our Company and we believe that we all can benefit from continued training and development. Through our training and development programs we aim to:

- Reinforce our mission and values
- Focus on your strengths, help you identify your talents, and encourage you to grow from good to great
- Define expectations by clearly stating the knowledge, skills, and behaviors for success and helping you identify ways to acquire or develop them.
- Target your needs and areas for improvement in a constructive, productive way

Kickoff Orientation
As a new employee, your first weeks and months on the job are important in establishing successful, productive working relationships. Your direct supervisor or General Manager will provide an initial orientation to give you the information you’ll need to do your job, participate in benefits and programs, and understand available resources. As part of your orientation, you also will participate in the US Fitness group orientation program, Kickoff Day. Kickoff Day will introduce you to our Company mission and values and provide you with practical tips and best practices to ensure that you know how to deliver the ultimate fitness experience to every member every time.

Development
Your career at US Fitness can be as dynamic as you want it to be. The Company offers a range of career development options and believes in encouraging employees to continue growing and developing to reach their full potential. At US Fitness, development can mean many things. You may focus on enhancing your current skills, growing skills toward a future role, or even taking steps to learn new skills and change directions entirely. Regardless of your career goals, your development can take on many forms. Once you’ve identified where you want to go, US Fitness has several ways to help you get there. Development options include:

- Hands-on learning in real situations, either in or outside of your current role.
- Relationships and feedback: Learning from others through coaching or mentoring relationships, networks, feedback, or observing and working with role models.
- Programs and courses: Continued learning and education through in-person or online courses and informal learning opportunities such as webinars, books or videos.

Performance Management
Performance Evaluations
You and your supervisor or General Manager are strongly encouraged to discuss your job performance and goals on an informal basis. However, to help you grow and develop, US Fitness may conduct formalized performance evaluations to help provide constructive feedback designed to address performance and skill development needs and interests. These evaluations may help
you and your supervisor work together to set monthly, quarterly, or annual performance goals and objectives. All General Managers, department heads, and full-time staff receive periodic performance evaluations. Compensation may also be reviewed at this time. It’s important to note that a performance evaluation does not guarantee a review of or an increase in compensation.

Performance Improvement and Disciplinary Action
You are responsible to the Company, yourself, and the people with whom you work for maintaining good working relationships. You’re expected to comply with Company expectations and policies regarding work performance and acceptable conduct at all times. The Company reserves the right to take disciplinary action based on what it deems appropriate in any given situation. The decision as to what action will be taken will be made on a case-by-case basis solely by US Fitness. Job performance encompasses many factors, including, but not limited to, attendance, punctuality, personal conduct, job proficiency, the achievement of expected results, and general compliance with Company policies and procedures.

If your performance is unsatisfactory, your supervisor may identify deficient areas that must be improved. Your supervisor may also establish a corrective action plan or performance improvement plan (PIP) that sets out requirements and a time frame during which your performance must improve to an acceptable level. Failure to achieve expected performance levels in the required time may result in further action up to and including informal warnings, formal warnings, and termination. While US Fitness may use corrective action plans, it reserves the right in its sole discretion not to use them or to revoke, suspend, or terminate them at any time. The fact that the Company has or has not used a corrective action plan sets no precedent and should not be relied on in future disciplinary situations relating to any employee. The Company It’s important to remember that you’re an at-will employee. You or the Company can terminate the employment relationship at any time, with or without cause and with or without notice.
LEAVING US FITNESS

The US Fitness Way
Whether the decision to terminate employment is yours or the Company’s, it is our intent that every employee who leaves the Company feels that he or she has been treated with dignity, respect, and courtesy. These decisions are never made lightly and they are never easy. This section will provide you information and support during this process.

US Fitness complies with all federal, state, and local laws governing the termination of employees. Termination of employment is an inevitable part of personnel activity for any organization, and many reasons for termination, such as resignation, are routine. All US Fitness employees are at-will employees. You or the Company can end the employment relationship at any time, with or without cause or notice, for any lawful reason.
Voluntary Termination
If you elect to terminate your employment, please make every effort to notify your supervisor or General Manager at least two weeks before your intended last day of employment. At the Company’s discretion, you may be asked to leave before the expiration of your notice period.

Job Abandonment
US Fitness considers the following situations as job abandonment, which is a voluntary termination of your employment:

- If you’re absent from work without notifying your manager for three or more consecutive scheduled business days unless otherwise designated by your state.

- If you notify your manager that you no longer intend to continue employment with US Fitness and subsequently fail to report for three or more consecutive scheduled business days, with or without notice. Exceptions to this Policy, including leave extensions and reinstatement rights, may be made in accordance with applicable law, including the ADA, as amended, when an employee with a disability is eligible for leave as a reasonable accommodation.

- If you notify your manager that although you do not intend to resign, you no longer plan to report to work with US Fitness and subsequently you fail to report to work for three or more consecutive scheduled business days, with or without notice.

- If you don’t contact your manager when you’re available for work at the end of an approved leave of absence.

Note: If you abandon your job, in most cases, you will not be eligible for rehire by US Fitness.

Involuntary Termination
If US Fitness initiates the termination of your employment, it’s considered an “involuntary” termination. Reasons for this might include, for example, policy violations and performance issues. If you have any questions or concerns about your involuntary termination, you may contact your General Manager or our VP of HR.

Immediate Dismissals
Any employee whose conduct, actions, or performance violates or conflicts with US Fitness’ policies may be terminated immediately, without warning and without the use of a corrective action plan. If you’re involved in such activities or circumstances, you may be suspended pending investigation of the circumstances or subject to immediate disciplinary action up to and including termination. Following are some examples of grounds for immediate dismissal:

- Violation of the US Fitness Code of Ethics & Business Conduct
- Conviction of a felony.
- Willful violation of an established policy or rule.
- Falsification of Company records.
- Gross negligence.
- Insubordination.
- Violation of the anti-harassment or EEO policies.
• Failure to participate fully and honestly in an investigation or fact-finding process initiated by US Fitness
• Time tracking violations.
• Undue and unauthorized absence from duty during regularly scheduled work hours.
• Deliberate nonperformance of work.
• Larceny or unauthorized possession of, or use of, property belonging to any co-worker, visitor, or member.
• Possession of dangerous weapons on US Fitness premises.
• Unauthorized possession, use, or copying of any records that are the property of US Fitness.
• Excessive absenteeism or lateness.
• Failure to call or directly contact your supervisor when you’ll be late for or absent from work.
• Fighting or a serious breach of acceptable behavior.
• Theft.
• Exhibiting violent behaviors or threatening violent behaviors.
• Willful violation or disregard of safety, health, fire, security, or employment regulations, signs, and notices.
• Use, sale, or possession of drugs, drug paraphernalia, or alcohol on Company property.
• Falsification of an application for employment or other Company records, including omission of pertinent data.

This list is intended to be representative of the types of activities that may result in immediate dismissal. It isn’t exhaustive, isn’t intended to be comprehensive, and doesn’t change the employment-at-will relationship between you and the Company.

Employees who are terminated from US Fitness by immediate dismissal may and likely will be designated as ineligible for rehire by US Fitness.

After Leaving

Address Changes
Once you leave US Fitness, you’re responsible for notifying us promptly of any address changes. We’ll need this information to make sure that you receive your year-end tax statements, benefits information, and in some cases, your final paycheck. To request an address change, please contact either the Payroll Department or Director of Human Resources. Any requests made for information made undeliverable by employee’s failure to update information may result in a processing fee.

Unemployment Benefits
Your state unemployment office, not US Fitness, determines eligibility for unemployment benefits based on the reason for your termination of employment. If you have questions about these benefits, contact your nearest state unemployment office.

Termination of Benefits
Termination also means the end of your benefits and privileges based on the following guidelines.
Unused Paid Time Off: Unused, earned or accrued paid time off including vacation pay will NOT be paid out upon voluntary or involuntary termination.

Insurance: If you’re enrolled in any of the Company’s health insurance plans, coverage ends on the last day of the month in which your employment terminates. If you participate in one of the Company’s health benefits plans and terminated for any reason other than gross misconduct, information on COBRA health coverage that you and your qualified beneficiaries may elect will be mailed to your home address. COBRA gives employees and their qualified beneficiaries the opportunity to continue medical and/or dental insurance under US Fitness plans.

Club usage: Your club usage privileges end on your last day of employment. If extended to you, your two complimentary friends and family memberships also end on your last day of employment. US Fitness reserves the right to use a cooling-off period before allowing a former employee to purchase a membership. This period is at the sole discretion of the Company and, depending on terms of separation, may last indefinitely.

Return of Company Property and/or Confidential Information
You’re responsible for returning all Company property and confidential information by your last day of employment. You should return Company property from the office or club from which it was issued. You may be billed directly for all Company property that you don’t return. Upon termination of your employment, you’re obliged to cease all use of confidential Company information. Any correspondence, memoranda, work papers, or other documents prepared by US Fitness and/or you, together with any artwork and files, ideas, and concepts created as part of your employment, shall be deemed to be the property of US Fitness and shall remain with the Company at the termination of your employment. During your employment, information about the Company’s business that may be disclosed to you in the course of providing services here-under is confidential and proprietary, and you agree to hold all such information in trust and confidence and not to make copies of it or disclose it to any third party.
The US Fitness Way
At US Fitness, we believe that one of our most important priorities is to keep you, our members, and our visitors safe. We are committed to maintaining a workplace environment that promotes and protects the safety and health of everyone who comes through our doors. Keeping our workplace safe and being ready for any emergencies that might happen requires the commitment of every team member.
**Violence-Free Workplace**

US Fitness is committed to preventing violence in the workplace and to maintaining a safe work environment and has therefore adopted the following guidelines below to deal with intimidation, harassment, or other threats of violence or actual violence that may occur during business hours or on our premises. All employees, including supervisors, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that could be dangerous to themselves or others. Firearms, weapons, and other dangerous or hazardous devices or substances are banned from the premises. Examples of unacceptable behavior include, but are not limited to, the following:

- Any physically assaultive act;
- Any behavior indicating the potential for violence, such as throwing objects, shaking fists, pranks, destroying property, and similar acts;
- Any substantial threat to harm another individual or endanger the safety of employees, members, guests, or other visitors; or
- Any substantial threat to destroy property

Any conduct that threatens, intimidates, or coerces another employee, customer, or member will not be tolerated.

All threats of violence or actual violence by employees, members, vendors, solicitors, or other members of the public should be reported immediately to your supervisor, the General Manager, or the Workplace Hotline. If the initial report is made to a supervisor or General Manager, that person should contact the Director of Human Resources immediately. Under no circumstances should you place yourself in danger.

If you see or hear a commotion or disturbance, don’t try to intercede. Remove yourself from the area and contact management or law enforcement immediately. When reporting a threat of violence, you should provide specific and detailed information starting with the place, time, date, and witnesses, as well as all other relevant information. The identity of the person making the report will be protected as much as possible.

To maintain workplace safety and the integrity of its investigation, US Fitness, at the discretion of management, may suspend employees, with or without pay, pending an investigation. At the sole discretion of the Company, anyone determined to be responsible for a threat of violence or actual violence or for any other conduct that violates these guidelines will be subject to prompt disciplinary action up to and including termination. We encourage all employees to bring their work-related disputes to the attention of their supervisor, General Manager or the Workplace Hotline without fear of reprisal. US Fitness is committed to helping investigate and resolve disputes and will not discipline employees for raising such concerns.

**Drugs & Alcohol**

US Fitness is dedicated to maintaining a drug-free workplace. All employees are required to perform their job duties unimpaired by illegal drugs, alcohol, or the improper use of legal substances. You are prohibited from working or reporting to work when impaired by alcohol or drugs.
Any team member who is unfit to work because of alcohol or drug use may be sent home. In addition, he or she is subject to corrective action, which may include termination of employment.

The Company recognizes that drug abuse and alcohol dependency are national social and health problems that have devastating consequences to individuals and their friends and families. The Company is working to adopt the following policy that balances our respect for individuals and fosters a drug-free, healthful, and safe work environment.

- This policy recognizes that Employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work, including the ability to deliver consistently excellent client service in a professional manner, pose serious health risks to users and others, and have a negative impact on productivity and morale.

- The Company also feels that employees not complying with this Policy may, in the judgment of the Company, threaten the reputation of integrity of the Company.

Our Substance Abuse Workplace Policy (the “Policy”), is intended to apply whenever anyone is representing or conducting business for the Company. Therefore, this Policy applies whenever conducting business and/or representing the Company, while on the Company’s property and at a Company-authorized and/or sponsored events.

As a condition of employment, you must abide by the terms of this Policy. In addition, you must report any conviction under a criminal drug or alcohol statute for violations occurring on or off the Company premises while conducting the Company’s business. This report must be made to HR within three (3) days after the conviction.

**Drugs.** In keeping with the Policy, the use, possession, distribution, purchase, transfer, or any facilitation related to the use, possession, distribution, purchase, or transfer of illegal drugs and/or controlled substances is strictly prohibited. Employees are prohibited from performing work for the Company while impaired by or under the influence of illegal drugs and/or controlled substances.

Employees taking prescription drugs must do so in accordance to their physician’s direction. In addition, employees must follow manufacturer’s direction when taking over-the-counter drugs.

**Alcohol.** Employees may consume alcohol, in moderation, at Company-sponsored or Company-authorized events, or during business-related meals or social occasions. In these circumstances, employees are required to act responsibly and to refrain from abusing alcohol or drinking in excess. Employees are the Company’s representatives, and their actions can directly affect the Company’s positive image and reputation among clients and in the community at-large. Employees must therefore limit the consumption of alcohol so as not to pose a risk to the safety of themselves or others, and they must continually and consistently conduct themselves in a professional manner.

**Consequences for Violating the Policy.** The Company has developed this Policy to protect its employees, itself, and those with whom the Company conducts business, from the negative impact of substance abuse. The Company takes the issue of substance abuse very seriously. Therefore, violations of this Policy will serve as the basis for disciplinary action, up to and including termination of employment.
Employee Assistance Program. The Company encourages Employees to seek help voluntarily to further support our employees’ health and well-being. If you have a substance abuse issue and desire to overcome that issue, you may contact HR regarding accommodations to overcome the issue. The Company has the discretion to establish the terms and conditions of each employee’s rehabilitation program.

Employees who undergo voluntary counseling or treatment and who continue to work are subject to the same job performance and behavior standards as other employees.

The Company’s support for treatment and rehabilitation does not obligate it to employ any person whose job performance is or remains impaired because of drug or alcohol use, even following a rehabilitation program.

Smoke-Free Workplace Policy
The Company is committed to providing a smoke–free environment so that all employees may enjoy clean, safe, and healthy surroundings while at work. For purposes of this policy, “smoking” includes smoking or carrying a lighted cigarette, cigar, pipe and the use of electronic smoking devices or vaping pens. This list is illustrative only and is not intended to be all-inclusive. The Company strictly prohibits smoking in all Company facilities and Company vehicles. This policy covers all employees of the Company and shall also be applicable to any visitors, vendors, suppliers, or guests at the Company facilities.

Subject to applicable law, Smoking will be permitted in certain designated common areas located outside of a particular Company facility and only during an employee’s scheduled break time. While these designated common areas are located outside of our facilities, please note that we must also retain a good community image, and therefore loitering around entrances to our facilities is not part of this policy and is not permitted.

HR is responsible for the administration of this policy. If you have any questions regarding this policy or if you have questions about smoking in the workplace that are not addressed in this policy, please contact HR.

Safety and Accidents
US Fitness strives to maintain a consistently high standard of safety for members, guests, and employees. To accomplish this goal, cooperation from each of us is essential. You need to be aware of safety practices and report any unsafe conditions to your supervisor or the Manager on Duty immediately. Failure to adhere to safety practices and rules can result in physical harm, damage to equipment, and possibly lost work time for you.

Employee Injuries – Incident Reporting
If you’re injured while performing your assigned duties during your scheduled work hours, you must report the injury to your supervisor, General Manager, or Manager on Duty immediately. In turn, the Manager on Duty or General Manager should complete an Employee Incident Report and the OSHA form 300 log of work related injuries and illnesses, email the reports and forms to workercompincident@usfitnessgroup.com and contact the General Counsel of US Fitness immediately to report the incident. Employees may also use the Workplace Hotline to report safety concerns that are not posing an immediate unsafe condition.
No matter how minor an on-the-job injury may appear, it must be reported through the proper channels immediately.

Workers’ Compensation
Workers’ Compensation is a statutory benefit that is available to all US Fitness employees who have a work-related illness or injury. Coverage starts on your first day of employment. If you sustain a work-related injury or illness, Workers’ Compensation pays your medical bills and provides compensation to help replace your lost income until you can return to work. When you are hurt, no matter how slightly, notify your manager immediately and report your injury to workercompincident@usfitnessgroup.com.

Non-Employee Injuries – Incident Reporting
If a member or guest of US Fitness is injured while at a US Fitness facility or on US Fitness premises, in addition to following all US Fitness incident response guidelines and procedures, you must report the injury to your supervisor, General Manager, or Manager on Duty immediately. The General Manager or Manager on Duty should complete a Member Incident Report and oversee the completion of any Witness Reports before emailing all reports to incidents@usfitnessgroup.com and contacting the General Counsel of US Fitness.

General Safety Rules
• Whenever you’re involved in an accident that results in personal injury or property damage, no matter how small, report the accident to the General Manager, the Manager on Duty, or your supervisor. Get first aid promptly.
• Report immediately to your supervisor, the Manager on Duty, or the General Manager any condition or practice you think might cause injury or damage the equipment.
• Don’t operate any equipment that, in your opinion, isn’t safe.
• Use all prescribed safety and personal protective equipment as required and maintain it in working condition.
• Obey all Company rules, government regulations, signs, markings, and instructions. Be particularly familiar with those that apply directly to you. If you don’t know—ask!
• When lifting, use the approved lifting technique: that is, bend your knees, grasp the load firmly, then raise it, keeping your back as straight as possible. Get help for heavy loads.
• Wear heavy-duty protective shoes when operating lawn mowers or any power machinery. Wear work gloves and safety glasses as well.
• Never indulge in horseplay—always be courteous.
• Always use proper tools and equipment for the job. Always use great care when operating power tools.
• Always practice good housekeeping. Return all tools, equipment, and materials to their proper places. Failing to do so wastes time, energy, and material and may lead to injury.
• When handling chemicals (cleaning, pool, etc.) always wear required protection (gloves, mask, goggles and/or boots.) and handle per manufacturer safety data sheets.

Safety Rules for Ladders
• When using a straight ladder, make sure it’s tied off during each use to prevent it from slipping.
• Remember that all straight ladders must have safety feet.
• Never place straight ladders at an angle greater than 1/4 of the length of the ladder from its base to the wall at ground level.
• Never use a ladder while carrying equipment or supplies.
• Always face the ladder.
• Always place stepladders on a firm, level surface with the spreaders extended completely and locked.
• Never stand on top of any stepladder.
• Always avoid over-reaching that will cause the ladder to kick out from underneath you.
• Never place ladder in a traffic pattern area unless restriction signs are installed around the work site.
• Never leave ladders unattended.

Safety and Personal Protective Equipment Procedures
In addition to following all Safety & Accident policies described in this Manual, all employees are required to review and acknowledge the US Fitness Safety and Personal Protective Equipment Procedures during the onboarding process. All employees are expected to adhere to the guideline and procedures details in the US Fitness Safety and Personal Protective Equipment Procedures. If you have any questions about these procedures, please consult with your supervisor or General Manager.

Emergency Preparedness
All US Fitness clubs and offices are required to have procedures in case of a fire or other emergency that requires evacuation or sheltering. These procedures are described in a pamphlet titled “Emergency Action Plan” available at each club or office.

Employee responsibilities
As an employee, you have important emergency preparedness responsibilities. Do not wait for someone else to tell you what you need to know. You are expected to:
• Understand what to do in an emergency within your building, including:
  o The pathway to at least two alternative exits from every room or area at the club or office.
  o The sounds and signaling method of the fire or evacuation alarms.
  o Whom to contact in an emergency and how to contact that person.
  o Where the fire or evacuation alarms are and how to use them.
  o Where to gather outside your club or office to ensure that everyone is safe.
• Follow all US Fitness emergency procedures.
• Participate in site emergency plans, evacuation drills, or other emergency-procedure exercises when requested.
• Communicate to your supervisor any need you have for assistance in completing emergency procedures (for example, use of a wheelchair).
• Thoroughly review your club’s Emergency Action Plan.

Cardiopulmonary Resuscitation/Automatic External Defibrillator (CPR/AED) Certification and First Aid
If you work in certain areas of the club, for example the personal training department, group exercise department, aquatics department, and childcare department, valid CPR/AED certification is required upon hire. General Managers, Membership Consultants, and Department Heads must also have a valid CPR/AED certification. Employees who are required to have valid CPR/
AED certification should present certification documentation to their supervisor or General Manager. Certifications must be provided to the Payroll Department within 30 days of hire or promotion. Additionally, all employees who open or close a club, must have CPR/AED certification. An employee who does not have a valid CPR/AED certification may not open or close a club unless another employee with valid CPR/AED certification is present in the club during the entire shift. Once a CPR/AED certification has been obtained, all employees are expected to maintain it at all times. Failure to do so may result in unpaid suspension of your employment until the required certification is obtained or other discipline up to and including termination. In addition, employees are responsible for knowing where the medical emergency equipment is stored in the facility.

Security
Security continues to be a priority for our clubs at all times. US Fitness strives to provide a safe, secure environment for all of our employees and members. Please report any theft, misconduct, or safety hazards immediately to your supervisor or to the Manager on Duty. You may be issued Company keys. We require you to protect these keys as you would the keys to your own home or car. If you lose a key, please report this immediately to your supervisor. Keys must not be duplicated unless you’re directed to do so by the General Manager. Failure to comply may result in disciplinary action up to and including termination.

Weather and Transportation Emergencies
Health clubs are often in demand regardless of inclement weather and US Fitness will make all reasonable efforts to ensure that all individual club locations are generally open regardless of weather conditions. In the event of inclement weather, employees who are unsure whether or not to report to work should contact the gym location or their supervisor. In other cases of emergency, management will contact employees with instructions on how to proceed. Should the club be open and operating, all employees are asked to make their best effort, using safe precautions and sound judgment, to report to work as scheduled. All employees not reporting to work, when the facility is open, must inform their supervisor by phone or voice mail as soon as possible. Employees not reporting to work will not be paid for missed work.

An official announcement will be made if weather conditions cause the Company to close operations before the end of the scheduled workday. If you decide to leave work before this announcement, you will not be paid for the balance of your workday. If you have accrued or earned paid time off, you may use it to substitute for the hours you missed. If severe weather conditions occur before the beginning of the workday, senior management will make a decision about closing any or all of the facilities. In these cases, the decision will be communicated to General Managers, who will contact supervisors, who will then contact employees. Hourly employees will not be paid for their scheduled hours for that day. In the absence of notification, everyone is expected to report to work. If you’re an hourly employee who’s scheduled to work and fail to report, the day will be considered an absence and you won’t be paid. Absence or lateness because of a major disruption of mass transit will be evaluated on an individual basis. In such circumstances, we expect you to make every effort to get to work on time.

Driver and Vehicle Safety Policies

Driving While Working
To drive a Company vehicle, you must possess a valid U.S. driver's license and meet the current driving requirements and criteria established by HR. Company vehicles are to be used for Company business, and only authorized personnel are permitted to be in a Company van. If you
are required to drive on work–related business, we may require that you submit proof of a valid driver’s license and, where applicable, proof of insurance, whether you drive your own vehicle or a Company owned, leased, or rented vehicle.

Driving Records
Our insurance policies, as well as our regard for public safety, require that you maintain a safe driving record if you are required to operate a motor vehicle while working for the Company. Before you are hired, and from time to time during your employment, the Company will request information about your driving record from the Department/Bureau of Motor Vehicles.

You must immediately disclose to the Company any traffic violation, suspension, or revocation of your license to operate a motor vehicle. Failure to maintain an acceptable driving record, to maintain a license to drive, to report a traffic violation, or suspension or revocation of your license as specified above is a violation of this policy and may result in discipline, up to and including termination.

While driving a Company vehicle, you must promptly report any accident, parking or moving violations, damage to the vehicle, or other property damage to your manager and HR. Vehicle accidents must be reported to the appropriate police department and your manager regardless of severity or location. Failure to report an accident, a parking or moving violation, damage to a Company vehicle, or other property damage is a violation of this policy and may result in discipline, up to and including termination.

Traffic Laws
While operating a Company vehicle, or driving a personal vehicle on the Company’s business, employees must obey all laws governing highway safety, practice safe driving techniques, and observe all Company policies and procedures.

Distraction-Free Driving
In order to increase employee safety and eliminate unnecessary risks behind the wheel, the Company has implemented a Distraction-Free Driving Policy. The Company is committed to ending the epidemic of distracted driving, and has created the following rules, which apply to any employee operating a company or personal vehicle and using a company-issued device, or personal device for Company related business:

- Company employees may not use a cell phone, or any other mobile device (collectively “mobile device”), whether personally owned or company-issued, while operating a vehicle – whether the vehicle is in motion or stopped at a traffic light. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages.

- If Company employees need to use a mobile device, whether personally owned or company-issued, they must pull over safely to the side of the road or another safe location. The Company will not request or require any employee to use such mobile devices while operating a vehicle.

- Additionally, the Company employees are required to:
  - Turn any mobile device off or put them on silent or vibrate before operating a vehicle;
  - Consider modifying voice mail greetings to indicate that you are unavailable to answer calls or return messages while operating a vehicle on company business;
o Not write, send, or read text-based communications on an electronic wireless communications device, while driving a motor vehicle;

o Immediately report conduct in violation of this policy to your manager or HR

Failure to observe the Company’s Distraction Free Driving Policy may result in discipline, up to and including termination.

Employees who are charged with traffic violations resulting from the use of their mobile device while driving (or for any other reason) will be solely responsible for all liabilities that result from such actions.
The US Fitness Way
Communication takes many forms, including verbal, written, digital, and photographic. What we communicate and how we do it can be conveyed in numerous ways with the advances of technology. We use communications to advance the US Fitness brand and share information about us with customers, stakeholders, team members, and communities in which we work. However, information that is misused or communicated inappropriately can cause harm, whether intentional or unintentional. Employees must act in ways that reflect the highest standards of business conduct and ethics that protect our Company’s reputation and confidential information.
Internet Sites & Services
US Fitness provides authorized employees access to on-line services such as Internet sites. US Fitness expects employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use technology resources to access, download, or contribute to Internet sites that contain inappropriate content, including but not limited to gross, indecent, or sexually-oriented materials, gambling, and information related to illegal drugs.

Employees may not represent, or imply that they represent US Fitness on any Internet site including but not limited to blogs, wikis or social media sites, unless specifically authorized by an officer of the Company or the General Manager. Employees are expected to protect the privacy of US Fitness members and are prohibited from disclosing personal information of the customers and any other proprietary and nonpublic information to which employees have access. Such information includes but is not limited to member information, trade secrets, financial information and strategic business plans. US Fitness employees producing online content shall be bound to the terms of this handbook for any and all content posted to the internet.

US Fitness shall assume the exclusive rights to any online service or account created by US Fitness employees to promote US Fitness goods or services, post comments or suggestions to US Fitness members or prospects, post comments about US Fitness, its employees, owners, members or services, at the sole discretion of US Fitness, including but not limited to any personal accounts as described above, internet domains, social media accounts, blogs and wikis. The terms of this policy shall survive the employee’s separation of employment from US Fitness.

Additionally, employees may not use technology resources to sign "guest books" at websites or to post information to any websites, including posting messages to Internet news groups or discussion groups unless specifically authorized by the General Manager. These actions will generate junk electronic mail and may expose US Fitness to liability or unwanted attention because of comments employees may make. US Fitness requires employees who wish to access the Internet for non-work-related activities to obtain their own computer equipment and personal Internet access accounts.

This policy applies to all employees of the Company.

Social Media Guidelines
US Fitness understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. These guidelines are in no way intended to prohibit employees from discussing the terms and conditions of their employment with others through social media or otherwise to prevent employees from engaging in concerted protected activity.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not employed or affiliated with the Company, as well as any other form of electronic com-
communication. Social Media channels include but are not limited to Facebook, LinkedIn, Pinterest, Tumbler, YikYak, Kik, SnapChat, Periscope, Instagram, Twitter, YouTube, Google+, Vimeo, blogs, websites, etc.

The same principles and guidelines found in Company policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of the Company or the Company’s legitimate business interests may result in disciplinary action up to and including termination.

Know and Follow the Rules
Carefully read these guidelines and all Company policies, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful
The Company encourages that employees be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

Be Honest and Accurate
Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow employees, members, customers, suppliers, people working on behalf of the Company or competitors.

Post Only Appropriate and Respectful Content
• Maintain the confidentiality of Company trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

• Do not use company trademarks including logos without express permission from the Director of Social Media or another member of the senior management team.
• Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as a Company employee.

• Express only your personal opinions. Never represent yourself as a spokesperson for the Company If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects employed with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Company.”

Using Social Media at Work
Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your supervisor or General Manager or consistent with the Technology Resources policies. Do not use Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Social Media Corporate Guidelines
If you are tasked with or given express prior permission to post on behalf of US Fitness to a social media page belonging to and maintained by US Fitness or a US Fitness brand, please refer to the US Fitness Social Media Corporate Guidelines. You may obtain these guidelines from your supervisor, General Manager, or our Social Media Director.

Media Contacts
To ensure that US Fitness media responses are accurate, thoughtful, and consistent with our company-wide messages and communications strategy, we have a process in place for responding to reporters and other representatives of the news media.

Most often media representatives contact employees at the Corporate Office, but sometimes a reporter may approach you or find your name and call you directly to request interviews, statements, or other information on behalf of US Fitness. If that happens, it’s important that you first contact your supervisor or General Manager.

General Managers should reach out to a member of the Senior Management or Executive Leadership team before allowing an employee to communicate with media contacts. Further instruction and guidelines will be provided on a case-by-case basis. Any employee who wishes to speak on behalf of US Fitness in the media (or identifies him- or herself as a US Fitness employee in the media such that he or she may be perceived as speaking on the company’s behalf), on any issue, needs prior approval from the CEO.

Marketing Standards and Practices
The following email, text, and telephone marketing policies and practices were devised to protect the rights of US Fitness and its subsidiaries, employees, and members. Failure to comply with these policies could result in personal legal liability as well as implications for the Company as outlined in the CAN-SPAM and Telephone Consumer Protection Act put forth by the Federal Trade Commission. All commercial or promotional materials and marketing originating from US Fitness—both in bulk delivery and by individuals—must comply with these regulations and guidelines.
Email Delivery Guidelines: Prospects and Nonmembers
Only prospects or nonmembers who have initiated or been in direct contact with you or US Fitness clubs within the past 3 months may receive outbound email communications. Qualifying contact would include a visit to the club, a phone conversation, or a reply to a previous outbound personal email. When you communicate with a prospect, we encourage you to specify that you’d like to send that person an email to obtain soft permission for future deliveries. Membership agreement and tour cards include language permitting us to legally email people listing an email address on these forms.

Email Message Content: Club Members, Prospects, and Nonmembers:
Any commercial message, whether outwardly promotional or direct one-on-one email communication with a member or prospect on behalf of US Fitness, must contain the following content to meet federal guidelines:

- Accurate (not misleading) subject lines.
- A clear Reply to address.
- A physical mailing address for the club initiating the delivery.
- The name of the individual initiating the delivery.
- A functioning Opt-Out mechanism.
- Example footer text:
  Mark Post
  Membership Director
  US Fitness Club
  703-556-6550 • mpost@shcorp.com
  This message is brought to you by US Fitness Club at 1760 Old Meadow Road, Mc Lean, VA 22102.
  Click here to opt out of email from US Fitness clubs.

SMS/Text Message and Telemarketing Guidelines: Club Members, Prospects and Nonmembers
Employees must familiarize themselves with the US Fitness policies and guidelines on contacting members, prospects, and non-members by telephone and text message. These guidelines are located on our intranet sites. In any event, employees must refrain from making telephone calls and sending text messages without following US Fitness approved procedures and using US Fitness approved CMS (customer management software) systems.

Bulk Marketing to US Fitness Club Members
Bulk email communication with members must be approved and executed by a Director or a member of the senior management team. Email marketing is limited to no more than three deliveries to a given member or segment during a 2-week period to deter the perception of spam by our members. If the three-delivery maximum is reached, a 7-day blackout period of no email communication is enforced before future campaigns can target or overlap that segment.

Please refrain from delivering mass email or text messaging campaigns—a promotional message to more than one prospect—without express permission from a a member of the senior management team.

List Management
Any list assembled or maintained outside of the US Fitness approved list management or systems or CMS should be compared against the US Fitness Master Opt-Out List before delivery.
TECHNOLOGY RESOURCES

The US Fitness Way
At US Fitness, authorized employees have access to various Technology Resources to assist them in performing their job duties. These Technology Resources are the exclusive property of US Fitness and each employee has a responsibility to use them in a manner that increases productivity, enhances US Fitness’s public image, and is respectful of other employees. Failure to follow the policies regarding Technology Resources may lead to disciplinary measures, up to and including immediate termination of employment. Moreover, US Fitness reserves the right to advise appropriate legal authorities of any violation of federal or state laws by an employee.
Technology Resources Definition
Technology Resources consist of all electronic devices, software, means of electronic communication, access to and use of the internet, accounts and logins owned or assigned by US Fitness or used during work hours including, but not limited to, the following: computers and workstations; laptop computers; mini and mainframe computers; computer hardware, such as disk drives, flash drives, tape drives or any other electronic storage; peripheral equipment, such as printers, modems, fax machines, and copiers; network and data infrastructure; wireless access devices; wireless data communication; computer software applications and employee files and data, including email, messaging and software that grants access to external services, such as the Internet; email; Company email addresses; Company web site; online social media created for the promotion of US Fitness goods and services; telephones; tablets; cellular phones; pagers; and voicemail systems.

Authorization and Use
The Company’s Technology Resources are to be used by employees for the purpose of conducting business only, at all times whether at work or during personal time. Employees may not use these resources for personal use. Access to the Technology Resources is within the sole discretion of US Fitness. Generally, employees are given access to the various technologies based on their job functions. Only employees whose job performance will benefit from the use of the Technology Resources are given permission to access the necessary resource. All others are prohibited.

Prohibited Uses
The Company’s Technology Resources, Internet, and email should not be used to engage in the following activities:

• Upload, download, post, email, display, store or otherwise transmit, any content that is unlawful, harmful, threatening, discriminatory, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable.
• Harm minors in any way.
• Impersonate any person or entity, including, but not limited to, a US Fitness employee, or falsely represent your position or level of authority with the Company.
• Forge headers or otherwise manipulate identifiers to disguise the origin of any content transmitted through the Internet or email.
• Upload, download, post, email, display, store or otherwise transmit any content that you have no right to transmit under any law or under any regulations (such as proprietary information, confidential information, relationships, or any other material that might tend to harm the Company or any of its employees).
• Upload, download, post, email, display, store or otherwise transmit any content that infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party.
• Upload, download, email, store or otherwise transmit any programs, music, movies, videos, pictures or plug-ins.
• Upload, download, post, email, display, store or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.
• Upload, download, post, email, or otherwise transmit any hyperlinks or material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
• Interfere with or disrupt the Company’s Internet access.
• Interfere with or disrupt the Company’s servers, routers, phone lines, computers, or any other equipment (including software).
• Violate intentionally or unintentionally any applicable local, state, national, or international law,
including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission or rules of any national or other securities exchange.

- Stalk or otherwise harass another person.
- Collect or store personal data about other users.
- Engage in illegal, fraudulent, or malicious activities including, but not limited to piracy, cracking, extortion, blackmail, copyright infringement or unauthorized access to ANY other computers on the Internet.
- Engage in activities by organizations with no professional or business affiliation with the Company.
- Use another individual’s account or identity, or access their files, voice mails or emails without explicit authorization.
- Click hyperlinks to other web sites unless the source is known and trusted.
- Attempt to alter, circumvent, or defeat Company security systems.
- Audit systems or system activity without prior authorization.

The Company strictly prohibits any transmission, receipt, display or storage of sexually explicit images, messages, or cartoons or any transmission or use of email communications that contain ethnic slurs, racial epithets, or anything that could be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs.

Any violation of any Company policy, in a manner contrary to the best interests of US Fitness, in any way that discloses confidential or proprietary information of US Fitness or third parties, or for personal or pecuniary gain is prohibited.

**Company Access**

All messages sent and received, including personal messages, and all data and information stored on the electronic-mail system, voicemail system, or computer systems are property of US Fitness regardless of the content. As such, US Fitness reserves the right to access all of its Technology Resources including its computers, voicemail, and email systems, at any time, at its sole discretion.

**Privacy**

The Company’s Technology Resources are intended for Company business. Therefore, users should not expect privacy and waive the right to it for any computer-related activity. Nor should you expect privacy with respect to Internet activity or email that is accessed, sent, received, or stored on US Fitness’s computer systems. Neither the Internet nor email should be used to communicate or access sensitive or confidential information. Using a password to access the Internet or your email should not be interpreted as a right to privacy. In some situations, the Company may be required (perhaps by a court of law) to reveal the content of certain email messages. The Company reserves the right to monitor any and all aspects of its computer system and use thereof. The Company may use monitoring devices that, among other things, (1) record email sent and received, (2) record Web sites visited, and (3) record computer usage, even if the activity is not Internet related.

**PIN’s and Passwords**

Only entering a PIN or password can access certain Technology Resources. PIN’s and passwords are intended to prevent unauthorized access to information. Actions taken through access with any PIN or password are the sole responsibility of the owner of the PIN or password. PIN’s and Passwords do not confer any right of privacy upon employees of US Fitness. Employees are not permitted to share passwords or access coworkers’ systems with PIN’s or passwords other than their own without express authorization. PIN’s and Passwords and access to any account may be changed or revoked at any time at the sole discretion of US Fitness.
Telephone Use and Voicemail
Records are kept of all calls made from and to a given telephone extension. Although voicemail is password protected, an authorized administrator can reset the password and listen to voicemail messages.

Electronic Mail
Electronic mail may be backed-up and archived. Although electronic mail is password protected, an authorized administrator can reset the password and read electronic mail. Note: All electronic mail sent for business purposes by employees, or email sent from a Company domain account is the property of US Fitness.

Personal Use of the Internet
The Company permits incidental personal use of the Internet and email, subject to the following conditions and restrictions:

• Personal use must be infrequent and can’t involve any prohibited activities; nor should it consume system resources in a way that adversely impacts the business use of the system.
• Employees may not use the Internet for entertainment or recreational purposes.

Confidentiality
US Fitness is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of both US Fitness and third parties ("Confidential Information") resident on any file or application accessible through the Technology Resources. Employees should avoid sending confidential information over the Internet, except when absolutely necessary. Similarly, Confidential Information should not be left visible or unattended. Employees are expected to use good judgment and to adhere to the highest ethical standards when viewing, using or transmitting Confidential Information on the Technology Resources.

Employees also should verify electronic mail addresses before transmitting any messages. If sending sensitive material over the Internet employees should password protect any documents and/or include a confidentiality statement such as:

“The information in this message may be proprietary and/or confidential, and protected from disclosure. If the reader of this message is not the intended recipient you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.”

Company Trade Secrets
Unless specifically authorized by appropriate Company employees, computer system users may not send, transmit, disseminate, or otherwise disclose any Company trade secrets including, but not limited to, database files.

Desktop Facsimile Use
Copies of all facsimile transmissions sent and received are maintained in the facsimile server.

Document Use
Each document stored on US Fitness computers has a history, showing which users have accessed the document for any purpose.

Monitoring
US Fitness may use monitoring devices that, among other things, (1) record email sent and received, (2) record Web sites visited, and (3) record computer usage, even if the activity is not Internet related. US Fitness reserves
the right to monitor the use of Technology Resources at its sole discretion and to limit access to such resources by any means available to it, including revoking access altogether.

Software Use

License Restrictions
All software in use on the Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and appropriately licensed for the use to which it is being put.

*No employee may load any software on the computers, by any means of transmission, unless authorized in writing in advance by the Senior VP of Information Technology.*

Authorization for loading software onto the computers should not be given until the software to be loaded has been thoroughly scanned for viruses, or has been purchased or furnished from a trustworthy source or vendor.

Software For Home Use
US Fitness endeavors to license its software so it may be used on portable computers and home computers, in addition to office computers. Before transferring or copying any software from the Technology Resources to another computer, employees must obtain written authorization from the Senior VP of Information Technology.

Photography and Video in the Workplace
US Fitness prohibits employee use of cameras or video recording devices inside its facilities, including camera phones, as a preventive step necessary to secure employee privacy, member, privacy, trade secrets, and other business information. However, US Fitness reserves the right to install security cameras in work areas for specific business reasons, such as security, theft protection or protection of proprietary information.

Restrictions on Employee Camera Use

- Employees are prohibited from using cameras or other visual recording devices, including camera phones, inside Company facilities unless specific advance written authorization has been obtained from their direct supervisor or General Manager.
- Authorization will be granted when a specific business purpose will be served by the possession or use of such a device and when its use will not violate employee privacy.
- Authorization may be granted in limited personal circumstances that will be reviewed on a case-by-case basis.
- Authorization may be revoked at any time for any reason. In such cases, employees will be asked to delete or submit to the Company any photographs or video recordings obtained.
- Photography and video recordings are forbidden at all times within US Fitness locker room facilities.

Company Monitoring of Work Areas
US Fitness may find it necessary to monitor work areas with security cameras when there is a specific job- or business-related reason to do so. The company will do so only after first ensur-
ing that such action is in compliance with state and federal laws. Employees should not expect privacy in work-related areas. Employee privacy in nonwork areas will be respected to the extent possible. The Company’s reasonable suspicion of onsite drug use, physical abuse, theft or similar circumstances would be possible exceptions. Legal advice will be sought in advance in such rare cases where nonwork-area privacy must be compromised.

Retaliation is Prohibited
The Company prohibits taking negative action against any employee for reporting a possible deviation from any communication or information technology policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Security
US Fitness has installed a variety of programs and devices to ensure the safety and security of the Technology Resources. Any employee found tampering with or disabling any of the security devices will be subject to discipline, up to and including termination of employment.

Audits
US Fitness may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the Technology Resources may be conducted without warning at any time.

Employee Liability
Your employment may be terminated for violation of these policies, and you may be subject to other legal remedies available to the Company for damages incurred by your actions.

Employee Acknowledgments and Understanding of Technology Resources Policies
You agree to indemnify and hold US Fitness, its affiliates, officers, agents, employees, and other partners harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of any act committed by you using the Company’s computer system, including Internet and email services. You understand and agree that US Fitness may disclose the content of any data transmission (including, but not limited to, the content of emails, documents, and files, plus the source and destination of such transmission), as well as records about Internet sites accessed using the Company’s computer system. You acknowledge and agree with the policies contained herein and agree to abide by them. You understand and agree that the Company reserves the right to modify these policies at any time by providing you with proper notification.
Although US Fitness hopes that employment disputes with its employees will not occur, US Fitness believes that when these disputes do arise, it is in the mutual interest of all concerned to handle them promptly and with a minimum of disturbance to the operations of US Fitness and the lives of its employees.

Accordingly, to provide for more expeditious resolution of certain employment-related disputes that may arise between US Fitness and its employees, USF has instituted a mandatory arbitration procedure (the USF Arbitration Procedure or the Procedure) for all employees. Under the Procedure, certain disputes that may arise from your employment with USF or the termination of your employment must (after appropriate attempts to resolve your dispute internally through USF management channels) be submitted for resolution by mandatory arbitration.

In agreeing to submit certain employment disputes for resolution to arbitration, you acknowledge that this agreement is given in exchange for rights to which you are not otherwise entitled--namely, your employment as an US Fitness employee and the more expeditious resolution of employment disputes. In exchange for your agreement to submit these disputes to binding arbitration, US Fitness likewise agrees to the use of arbitration as the exclusive forum for resolving employment disputes covered by this Agreement.

Hence, the parties shall be precluded from bringing or raising in court or another forum any dispute that was or could have been brought or raised under the procedures set forth.

The US Fitness Arbitration Procedure

As a condition of your employment at US Fitness, you agree that any controversy or claim arising out of or relating to your employment relationship with US Fitness or the termination of that relationship, must be submitted for final and binding resolution by a private and impartial arbitrator, to be jointly selected by you and US Fitness.

1. Claims Covered: This agreement to submit arbitration covers:
   a. Any dispute concerning the arbitrability of any such controversy or claim; and
   b. Includes, but is not limited to, any claim that could be asserted in court or before an administrative agency or claims for which the employee has an alleged cause of action, including without limitation claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, discrimination based on sex, pregnancy, race, national or ethnic origin, age, religion, creed, marital status, sexual orientation, mental or physical disability or medical condition or other characteristics protected by statute; claims for wrongful discharge; violations of the Family and Medical Leave Act (FMLA); violations of confidentiality or breaches of trade secrets; and/or claims for violation of any federal, state or other governmental law, statute, regulation or ordinance, and whether based on statute or common law; and
   c. All those claims whether made against US Fitness, any of its subsidiary or
affiliated entities or its individual officers or directors (in an official or personal capacity).

2. Claims Not Covered: Claims covered by this Agreement do not include:

   a. A claim for workers’ compensation benefits;
   b. A claim for unemployment compensation benefits;
   c. A claim under the National Labor Relations Act (NLRA), as amended;
   d. A claim by US Fitness for injunctive or other equitable relief, including without limitation claims for unfair competition and the use or unauthorized disclosure of trade secrets or confidential information, for which US Fitness may seek and obtain relief from a court of competent jurisdiction; and
   e. A claim based upon US Fitness current (successor or future) employee benefits and/or welfare plans that contain an appeal procedure or other procedure for the resolution of disputes under the plan.

3. Internal Efforts: As a prerequisite for submitting an employment dispute to arbitration, both you and US Fitness agree to make good faith efforts at resolving any dispute internally on an informal basis through US Fitness management channels appropriate to that particular dispute. Employees should first attempt to resolve issues with their direct supervisor or manager. If employees cannot resolve their issue with their direct supervisor or manager, the VP of Human Resources should be notified. Only when those internal efforts fail may an employment dispute be submitted to final and binding arbitration under the terms of the Procedure.

4. Binding Arbitration: If the parties are unsuccessful at resolving the dispute through internal channels the parties agree to arbitration administered by JAMS pursuant to JAMS Employment Arbitration Rules & Procedures and subject to JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness with the additional proviso that the Procedure shall be conducted on a confidential basis. These Rules, incorporated by reference into this Procedure, include (but are not limited to) the procedures for the joint selection of an impartial arbitrator and for the hearing of evidence before the arbitrator. Selected arbitrator is prohibited from presiding over class, collective or other representative claims. The arbitrator shall have the authority to allow for appropriate discovery and exchange of information before a hearing, including, but not limited to, production of documents, information requests, depositions and subpoenas. The arbitration shall be conducted in Mclean, Virginia unless an alternative location is chosen by the mutual agreement of the parties and in accordance with the rules of JAMS. Employee and US Fitness shall be entitled to retain counsel at their own expense, and shall split the costs and fees associated with the arbitration procedure. In reaching a decision, the arbitrator shall apply the governing substantive law applicable to the claims, causes of action and defenses asserted by the parties as applicable in the State of Virginia. The arbitrator shall have the authority to award the prevailing party: (a) the arbitration costs and fees, legal expenses, and expert witness and attorneys’ fees reasonably incurred in connection with the arbitration; (b) compensatory and punitive damages and other relief available under the federal, state and local laws which apply to the claims arbitrated; and (c) other relief deemed appropriate by the arbitrator. Judgment on the Award may be entered in any court having jurisdiction. A copy of the complete JAMS Employment Arbitration Rules
5. Class Actions Prohibited. Employee shall not partake in any possible class action against US Fitness. Employee expressly waives any ability to bring, maintain, or participate in any class, collective, or other representative action claims in any forum. Notwithstanding the waiver of an employee’s right to bring or participate in a class, collective or other representative proceeding, employees may have a statutory right (for example, under the National Labor Relations Act) to act concertedly on behalf of themselves and others to challenge this Procedure in any forum, and if an employee acts concertedly to pursue any such proceeding, US Fitness will not retaliate against an employee for doing so. US Fitness is entitled, however, to enforce this Procedure, including employee’s agreement to arbitrate all claims and to forego pursuing any covered dispute on a class, collective or representative basis, and is entitled to seek dismissal of any such class, collective or representative action and otherwise assert this Procedure as a defense in any proceeding.

6. No Retaliation: Under no circumstances will an US Fitness employee be retaliated against in any way for invoking the Procedure in good faith to seek the resolution of a dispute. US Fitness managers who engage in such retaliation will be subject to discipline under the appropriate US Fitness disciplinary procedures.

7. Employment at-will: The US Fitness Arbitration Procedure does not in any way alter the at-will employment status of US Fitness employees. US Fitness and its employees are always free to terminate the employment relationship at any time for any lawful reason and employment is not for any specific or definite duration.

8. The US Fitness Arbitration Procedure, as acknowledged by Employee below sets forth the complete agreement of the parties on the subject of arbitration of the covered claims defined above and supersedes any prior or contemporaneous oral or written understanding on these subjects. No party is relying on any representations, oral or written, on the subject or the effect, enforceability or meaning of this Procedure, except as specifically set forth in this Procedure.
Acknowledgement of US Fitness Arbitration Procedure

By providing your signature below, you indicate your agreement to the terms set forth above. By the provision of the signature of the US Fitness official named below, US Fitness indicates its agreement, as well, to the terms set forth in this Procedure. Both parties understand that by agreeing to the terms in this Procedure, both are giving up any constitutional or statutory right they may possess to have covered claims decided in a court of law before a judge or a jury.

Agreed to and acknowledged:

Kristy M. Byrd  
Dated: October 1, 2016  
US Fitness Holdings, LLC  
VP of Human Resources

Agreed to and acknowledged:

Employee Name: _____________________________________________________________

Employee Signature: __________________________________________________________

Date: ________________________________________________________________________
ACKNOWLEDGMENT

I acknowledge that I received a copy of US Fitness Holdings, LLC’s 2016 Employee Handbook ("Handbook").

I acknowledge that I was given sufficient opportunity to read, review and understand the Handbook.

I acknowledge that I was given sufficient opportunity to ask questions about the Handbook, and if I did have or ask questions about the Handbook, my questions were answered sufficiently.

I acknowledge that the Handbook also contains the US Fitness Arbitration Procedure and that I previously acknowledged and agreed to the terms of the US Fitness Arbitration Procedure by my signature on page 84 of this Handbook.

I declare this to be true under penalty of perjury.

Agreed to and acknowledged:

Employee Name: _____________________________________________________________

Employee Signature: __________________________________________________________

Date: ________________________________________________________________________