



FITNESS SOLUTIONS

AUTHORIZATION FORM

CLUB DATA RELEASE

_____ (the "Club") hereby authorizes ABC FITNESS SOLUTIONS, LLC, or its affiliates, (collectively, "ABC") to provide _____ ("Vendor") with complete access to the Club's data maintained by ABC (the "Club Data") for the following Club Numbers _____.

Please choose one:

____ This authorization is to allow ABC to release club data, one time, on this scheduled date: ___/___/___

____ This authorization is to allow ABC to release club data until this date: ___/___/___

____ This authorization is to allow ABC to release club data until notified by the club or vendor to cancel services or at such time the club leaves ABC.

The purpose of the authorization is to provide Vendor access to whatever Club Data requested by Vendor to allow it to provide certain services to Club pursuant to a separate agreement between Club and Vendor. ABC is not a party to that agreement, does not necessarily receive any benefit from providing the Club Data to the Vendor and is only providing the Club Data to Vendor as a courtesy to the Club and in reliance on the authorizations and indemnifications provided to it hereunder.

ABC is hereby authorized to provide Vendor with access to the Club Data until notified by the Club or Vendor to cease providing such access. ABC may cease providing such access if Club or Vendor are in breach of any of their respective obligations to ABC or ABC believes that the Club Data has been, or is at risk of, being disclosed to unauthorized third parties or ABC is no longer providing payment processing and billing services to the Club pursuant to a valid Billing Services Agreement (the "BSA").

The Club represents and warrants that it has done reasonable due diligence and received adequate assurances from Vendor to ensure that Vendor will not access, use, store or share the Club Data in any manner or for any purpose that violates any law or regulation, any right of any person or any data security guidelines or payment card industry guidelines promulgated by any credit card association or the National Automated Clearinghouse Association and the Vendor and Club shall at all times comply with such laws, regulations and guidelines. The Club and Vendor hereby agree to indemnify, defend and hold ABC, its officers, directors, agents, employees and affiliates harmless from any liability, claim, loss, and expense, including attorneys' fees, resulting from Vendor's access to, or use of, Club Data or their violation of this Authorization.

This Authorization shall be governed by the laws of the state of Arkansas and any dispute arising in connection with shall be brought exclusively before a court of competent jurisdiction sitting in Little Rock, Arkansas.

Nothing in this Authorization shall be construed to alter any provisions of the BSA. It is the parties' intent that all terms and conditions of the BSA shall remain in full force and effect except as specifically provided herein or as required by applicable law.

Club: _____
By: _____
Title: _____
Date: _____

Vendor: _____
By: _____
Title: _____
Date: _____