

APPLICANT CERTIFICATION

I understand and agree that as a condition of employment with 10 Fitness (the Company) and to the extent permitted by federal, state, and local law, I will be required to sign a Non-Disclosure, Employment and Confidentiality Agreements.

I understand and agree that if driving is a requirement of the job for which I am applying, my employment and/or continued employment is contingent on possessing a valid driver's license and automobile liability insurance in an amount equal to the minimum required by the state in which I reside.

I understand that the Company has a drug-free workplace or drug and/or alcohol testing program consistent with applicable federal, state, and local law. If I am offered a conditional offer of employment I understand that if a pre-employment (post-offer) drug and/or alcohol test is positive, the employment offer may be withdrawn. I agree to work under the conditions requiring a drug-free workplace, consistent with applicable federal, state, and local law. I also understand that all employees of the location, pursuant to the Company's policy and federal, state, and local law, may be subject to urinalysis and/or blood screening or other medically recognized tests designed to detect the presence of alcohol or controlled drugs. If employed, I understand that the taking of alcohol and/or drug tests is a condition of continual employment and I agree to undergo alcohol and drug testing consistent with the Company's policies and applicable federal, state, and local law.

If employed by the Company, I understand and agree that the Company, to the extent permitted by federal, state, and local law, may exercise its right, without prior warning or notice, to conduct investigations of property (including, but not limited to, files, desks, vehicles, and computers) and, in certain circumstances, my personal property.

I UNDERSTAND THAT NEITHER THIS APPLICATION NOR ANY COMMUNICATION BY A MANAGEMENT REPRESENTATIVE IS INTENDED TO CREATE OR DOES CREATE A CONTRACT OF EMPLOYMENT, OFFER, OR PROMISE OF EMPLOYMENT. I ACKNOWLEDGE THAT IF HIRED BY THE COMPANY, EMPLOYMENT IS ON AN AT-WILL BASIS. This means the Company is free to terminate my employment at any time, with or without cause or advance notice, in accordance with state law, and acceptance of employment is not a contract of employment for any specified time. Similarly, I am free to terminate my employment with the Company at any time for any reason. I agree to conform to the rules and regulations of the Company, and I understand that the Company has complete discretion to modify such rules and regulations at any time, except that it will not modify its policy of employment at-will.

I certify that all the information on this application, my resume, or any supporting documents is complete and accurate to the best of my knowledge. I understand that any falsification, misrepresentation, or omission of any information may result in disqualification from consideration for employment, or, if employed, disciplinary action, up to and including immediate dismissal.

I authorize the company or its agents to confirm all statements contained in this application and/or resume as it relates to the position I am seeking and to the extent permitted by federal, state, or local

law. I agree to complete any requisite authorization forms for the background investigation (“Consumer Authorization” document).

I authorize and consent to, without reservation, any party or agency contacted by this employer to furnish the above-mentioned information. I hereby release, discharge and hold harmless, to the extent permitted by federal, state and local law, any party delivering information to the Company or its duly authorized representative pursuant to this authorization from any liability, claims, charges, or causes of action which I may have as a result of the delivery or disclosure of the above requested information. I hereby release from liability the Company and its representative for seeking such information and all other persons, corporations, or organizations furnishing such information.