

## **Agreement of Terms and Conditions**

This Agreement of Terms and Conditions ("Agreement") is entered into between Kintortion ("Kintortion") and the instructor ("Instructor") participating in the annual renewal process. By engaging in the renewal process, the Instructor agrees to the following terms and conditions:

### **Purpose of Annual Renewals:**

The annual renewals aim to promote the continuous growth and proficiency of our instructors in teaching methodologies and business practices within the fitness industry. These renewals are designed to ensure that our instructors remain well-informed and up-to-date, enabling them to deliver the highest level of training.

### **Private 2-Hour Meeting:**

As part of the renewal process, each Instructor will be provided with a private 2-hour meeting. This personalized session offers an opportunity to discuss various subjects directly relevant to teaching and the intricacies of the fitness business. These discussions contribute to the ongoing professional development of our instructors, fostering excellence in their instruction.

### **Emphasis on Safety:**

Safety is of paramount importance in our training programs. Therefore, all instructors are required to maintain active CPR and First Aid certifications. During each renewal process, instructors must provide proof of their current and valid CPR and First Aid certifications, demonstrating their commitment to prioritizing the well-being and security of our students.

### **Certification Renewal Fee:**

To facilitate the valuable renewals and ensure smooth administrative processes, there is a certification renewal fee of \$200 USD, payable annually. Renewal fees must be submitted by **January 15th of each year** to avoid late fees.

### **Late Fee Policy:**

Renewals made after January 15th are subject to a late fee of **5% per month**, calculated on the base renewal fee. Late fees continue to accumulate until the renewal fee and all associated penalties are paid.

### **Example of Late Fees:**

- January: \$210 USD (Base fee + 5% starting January 16th)
- February: \$221 USD (Base fee + 5% for January)
- March: \$232 USD (Base fee + 5% for February)
- December: \$359 USD (Base fee + 5% for each month of late payment)

Instructors are encouraged to pay promptly to minimize financial burden.

### **Reinstatement After Extended Non-Payment:**

Instructors who fail to renew for more than one year will be subject to the following terms for reinstatement:

- 1. Reinstatement Fee:** A one-time reinstatement fee of \$100 USD is required to reactivate credentials.
- 2. Back Dues:** Payment of all unpaid annual fees for the years of lapse, capped at three years of dues (\$600 USD).
- 3. Late Fee Cap:** Cumulative late fees will be capped at \$200 USD, applied in addition to back dues and the reinstatement fee.

**Example of Reinstatement After 3 Years:** For a 3-year lapse, the total owed would be:

- Base dues (3 years): \$600 USD
  - Late fee cap: \$200 USD
  - Reinstatement fee: \$100 USD
- Total: \$900 USD**

#### **4. Refresher Course Requirement (3+Year Lapse Only):**

Instructors who have lapsed for **three or more years** will be required to complete a **refresher course** (for an additional fee), in order to align their skills and knowledge with current standards and helps the instructor catch up with any changes in the training materials, methods, and policies that have occurred during their absence.

### **No Refund Policy:**

Please note that the certification renewal fee is non-refundable. Once payment is made, no refunds will be issued, regardless of whether the Instructor chooses to continue with the renewal process or withdraws at any point.

### **Commitment to Instructor Success:**

Kintortion is dedicated to supporting our instructors and ensuring their continued success. By participating in the annual renewals, instructors affirm their commitment to professional growth and maintaining the high standards of excellence upheld by Kintortion.

By proceeding with the annual renewal process, the Instructor acknowledges that they have read, understood, and agreed to comply with the terms and conditions outlined in this Agreement, including the no refund policy. This Agreement is binding upon both parties and shall be governed by the laws of the applicable jurisdiction.