

CORPORATE PROGRAM TERMS AND CONDITIONS

These Terms and Conditions (“Corporate Terms”), govern the relationship between the company (the “Company”) set forth on the Corporate Order Form (the “Order Form”) and Gympass UK, Limited (“Gympass”). The Order Form and Corporate Terms are referred to herein as the “Agreement”.

1. DEFINITIONS

- 1.1. “Affiliate Partners” -- gyms, studios, personal trainers, wellbeing solutions, and other resources (including online) that are included in the Gympass System.
- 1.2. “Enterprise Subscription Fee” -- the fee set forth on the Order Form that Company pays to Gympass for Company and Eligible Employee access to the System.
- 1.3. “Dependents” -- a life partner, spouse or dependent child of an Eligible Employee.
- 1.4. “Eligible Employee” -- a Company employee designated by Company as eligible for the Program.
- 1.5. “Enrolled User” -- any Eligible Employee or Dependent with an active Membership.
- 1.6. “Membership” -- an individual subscription to the Gympass System.
- 1.7. “Program” or “Corporate Program”-- the Gympass corporate program, which offers Company and Eligible Employees access to the System.
- 1.8. “System” or “Gympass System” -- the Gympass system, platform and technology that provides access to a Company webpage (“Company Webpage”), Gympass mobile apps, Affiliate Partners, portal for the Company HR team (“HR Portal”), data tracking tools, reports, and other functions available to the Company in connection with the Program.

2. GYMPASS RESPONSIBILITIES

- 2.1. Gympass shall provide the Company with access to the Gympass System, including a Company Webpage, available only to the Company and Eligible Employees at [www.gympass.com/us/\[name-of-company\]](http://www.gympass.com/us/[name-of-company]), and the HR Portal after the date on which the Program is launched to Eligible Employees (the “Launch Date”).
 - 2.1.1. Through the HR Portal, Company can: a) maintain an Eligible Employees list; b) view Gympass-generated reports on Eligible Employee enrollment; and c) view aggregated Enrolled User usage data.
 - 2.1.2. Through the Gympass System, Eligible Employees can: a) search for Affiliate Partners; b) download the user terms and privacy policy governing use of the System; c) create an account; d) purchase a Membership; e) use the System to access Affiliate Partners; f) upgrade, downgrade, and cancel a Membership; and g) add Dependents to the Program.
- 2.2. If applicable, Gympass shall prepare and provide Company with a Debit Memo Invoice (as described below).
 - 2.2.1. Company shall receive the Debit Memo Invoice, as set forth on the Order Form.
 - 2.2.2. The Debit Memo Invoice will be accompanied by a copay file which will include (a) a list of all Eligible Employees who are subscribed to the Program (“Payroll Users”); (b) the membership fees to be paid by Payroll Users for a Membership (“Membership Fees”), set forth for each Payroll User, to be deducted from the payroll; and (c) the total amount of payments due by the Company to Gympass (“Payroll Deduction Amount”)
 - 2.2.2.1. The Debit Memo Invoice and the copay file will be available on the HR Portal and sent to the Company contact indicated on the Order Form.

3. COMPANY RESPONSIBILITIES

- 3.1. Company shall maintain at all times an updated list of Eligible Employees, including full names and standard unique identifiers (corporate ID and active email address), and other mutually agreed on information (hereinafter referred to as “Eligible Employee Database Update”). Company shall provide Gympass with the Eligible Employee Database Update via upload on the HR Portal or via SFTP on a regularly scheduled basis as set forth on the Order Form.
- 3.2. Company will promote the Program by: (i) sending an initial welcome email to all Eligible Employees prior to the Launch Date; (ii) including information about the Program as part of the onboarding process for new Eligible Employees; (iii) posting information about the Program on its intranet; (iii) placing materials about the Program in Company offices for the duration of the Term; and (iv) together with Gympass, running in-workplace initiatives and webinars.
- 3.3. Company agrees that it shall not enter into any partnership or business arrangement with any company providing intermediating or aggregator services or third-party benefits providers in competition with Gympass for the initial 3 years of the Term.
 - 3.3.1 Company recognizes that this section 3.3 is key to the Agreement and the Enterprise

Subscription Fee pricing. Accordingly, without affecting any other right or remedy available to Gympass, Company's Enterprise Subscription Fee Amount to be Paid will be increased by 20% should Company breach this section effective from the date of the breach.

- 3.4 For all Eligible Employees that elect payroll deduction for themselves (and Dependents if applicable) through the employee payroll deduction authorization form ("Authorization Form"), Company will deduct the Membership Fees from such Eligible Employees' pay and pay such Membership Fees to Gympass on such Eligible Employees' behalf.

3.4.1 Company is responsible for deducting the Membership Fees from the pay of all Payroll Users, including Payroll Users who leave Company or who cancel the Program, provided such Payroll User's Membership Fees are included on the monthly Debit Memo Invoice.

3.4.2 The Membership Fees will cover a calendar month that commences from the receipt of the Debit Memo Invoice.

4. PAYMENTS TO GYPASS

- 4.1. As of the Effective Date, Company shall pay launch costs ("Setup Fee"), Professional Services Fees and the Enterprise Subscription Fee Amount to be Paid as set forth in the Order Form. On all payments past due, Company shall pay Gympass a late charge of the lower of: (a) 1% per month; and (b) the highest amount allowed to be charged under applicable law, calculated from the due date for the invoice, without limiting Gympass' remedies under section 8 (Termination).

4.1.1. If Company fails to submit timely the Eligible Employee Database Update, Gympass shall base the Enterprise Subscription Fee Amount to be Paid on the latest available Eligible Employee Database Update.

- 4.2. Company agrees to pay promptly: (i) all sales, use, excise, value added, and any other taxes which are required to be paid to any other governmental authority (and, at Gympass' request, will provide evidence of such payment) and (ii) all sales, use, excise, value added and any other taxes attributable to Enterprise Subscription Fee Amount to be Paid as set forth on the invoice to Company.

- 4.3. Upon any increase of ten percent (10%) or more to the number of Eligible Employees from that set forth in the Order Form, the Enterprise Subscription Fee Amount to be Paid will likewise be increased on a pro rata basis going forward ("Fee Adjustment"). Notwithstanding the foregoing, no Fee Adjustment will take place if the increase in the number of Eligible Employees is less than 10 people. Gympass will calculate any Fee Adjustment on a monthly basis, on the day set forth in the Order Form. Once a Fee Adjustment takes place, the adjusted amount will be the baseline from which future Fee Adjustments are calculated.

4.3.1. Any true-up payments due from Company as a result of Fee Adjustments shall be computed and paid on a quarterly basis for the preceding quarter.

- 4.4. If applicable, the Payroll Deduction Amount shall be due as set forth on the Order Form and will be made by ACH or wire transfer.

4.4.1. Company will provide Gympass with any required Purchase Order as indicated on the Order Form.

5. CONFIDENTIALITY

- 5.1. Each Party (the "Receiving Party") will keep confidential and not disclose to any other party or use (except as expressly authorized by this Agreement) technology, software, business or technical information ("Confidential Information") obtained from the other Party (the "Disclosing Party"). Confidential Information shall not include any information that the Receiving Party can show was: (a) already known by it without restriction; (b) rightfully furnished to it without restriction by a third party not in breach of any obligation hereunder; (c) generally available to the public without breach of this Agreement; or (d) independently developed by it without reliance on Confidential Information. The Receiving Party may disclose Confidential Information pursuant to the order of a court, administrative agency or other governmental body, provided that the Receiving Party gives reasonable notice to the Disclosing Party to contest such order or requirement. Promptly after the termination of this Agreement, at the Disclosing Party's request, the Receiving Party shall return or destroy all of the other's tangible Confidential Information and any materials developed therefrom. The terms of this Agreement are confidential and shall not be disclosed. The obligations in this section shall survive any termination of this Agreement and shall continue in full force and effect until the information becomes generally available to the public through no fault of either Party or for the maximum time period permitted by applicable law, whichever is earlier.

6. REPRESENTATIONS AND WARRANTIES

- 6.1. Company represents that it:

6.1.1. owns the Company IP (as defined below); and

6.1.2. has all rights necessary to grant to Gympass the licenses to Company IP as contemplated herein, and Gympass' use thereof will not violate the rights of any third parties or applicable law.

7. INTELLECTUAL PROPERTY

- 7.1. During the Term of this Agreement, Company grants to Gympass a royalty-free, worldwide, nonexclusive license to use, edit, reproduce and display any of Company's trademarks, names and logos ("Company IP") in the Gympass System to enable Gympass to offer the Program to Eligible Employees and to include Company in a client list.
- 7.2. Company exclusively owns and retains all right, title and interest in and to (including after the termination of this Agreement) all data provided by Company to Gympass in connection with this Agreement ("Company Data"), provided however that, once an Eligible Employee enrolls in the Program, Enrolled User data will be subject to the terms agreed to between that Enrolled User and Gympass.
- 7.3. Gympass exclusively owns and retains all right, title and interest in and to (including after the termination of this Agreement) the Gympass System. Nothing in this Agreement shall be deemed to transfer or assign any ownership in the Gympass System, or information or intellectual property related thereto, to Company. Company may use the Gympass System solely in connection with the Program and in accordance with these Corporate Terms during the Term. Gympass grants to Company a royalty-free, nonexclusive license to use the Gympass name and logo on the Company's own webpage.
- 7.4. The Company will take reasonable measures to ensure that the Company Data and any material provided by Company to Gympass is accurate and up-to-date. Furthermore, Company shall ensure that all Company Data and its provision to Gympass complies with any applicable data protection laws including that it has obtained any consents and provided fair processing notices as necessary under applicable law to provide the Company Data to Gympass.

8. CONTRACT TERM AND TERMINATION

- 8.1. This Agreement is effective as of the date of the last signature on the Order Form ("Effective Date"), and is valid for an initial term of one (1) year (the "Initial Term"). Thereafter, this Agreement shall automatically renew for consecutive one (1) year terms (each a "Renewal Term" and collectively with the Initial Term, the "Term").
- 8.2. After the Initial Term, either Party may terminate this Agreement at any time with ninety (90) days' prior written notice (a "Termination Notice"). Following receipt of a Termination Notice, the Agreement shall remain in effect until termination.
 - 8.2.1. This Agreement may be terminated immediately by either Party at any time without a Termination Notice in the event of:
 - 8.2.2. Breach that is irremediable or remains uncured after 20 days written notice, by either Party, of any material obligation in this Agreement, including but not limited to Company's payment obligations hereunder; or
 - 8.2.3. bankruptcy, out-of-court reorganization, or suspension of payment being granted to any of the Parties.
- 8.3. Upon termination of the Agreement, all rights granted to Company in the Program shall terminate and Company shall no longer have access to any Gympass reports or other services provided under this Agreement.
- 8.4. For the avoidance of doubt, upon termination, Gympass will not refund any amounts paid by Company to Gympass.

9. INDEMNIFICATION AND LIABILITY

- 9.1. Subject to 9.6, each Party shall fully indemnify, defend and hold harmless the other Party, its affiliates, and their officers, directors, employees, agents, successors and assigns ("Indemnitees") from and against any and all Liabilities incurred by or asserted against any Indemnitee of whatever kind or nature due to (a) a breach or alleged breach by the indemnifying Party of any obligation, representation or warranty in this Agreement, or (b) claim related to the gross negligence or willful misconduct of the indemnifying Party or its employees. The Party seeking indemnification shall promptly notify the indemnifying Party of any such claims, suits and actions, and upon request, provide assistance to the indemnifying Party. The indemnifying Party shall not enter into any settlement or compromise related thereto without the prior written consent of the indemnified Party.
- 9.2. Gympass acts solely as an intermediary to facilitate and promote access and use of Affiliate Partners by Enrolled Users, and does not provide any physical activity or fitness facilities. As such, for the avoidance of doubt, Gympass' obligation as set forth in section 9.1 shall not apply to the extent any such Liability arises from use of Affiliate Partners' services that are accessed by Enrolled Users through the System.
- 9.3. Except as expressly stated herein, and subject to section 9.7, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from this Agreement.
- 9.4. Liability shall mean liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in this Agreement and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a Party's obligations under this Agreement, in each case howsoever caused including if caused by negligence or if caused by a deliberate and/or repudiatory breach by that Party.
- 9.5. Subject always to section 9.7 neither Party will have any Liability to the other Party for any of the following losses (in each case whether direct, indirect or consequential): i. loss of profit, ii. loss of use, loss of revenue, loss of production or loss of business, iii. loss of goodwill, loss of reputation or loss of opportunity, iv. loss of anticipated

- savings or loss of margin, v. loss of bargain ,
- vi. liability to third parties; vii. loss of use or value of any data or software , viii. wasted management, operational or other time, ix. wasted expenditure incurred in reliance upon the anticipated performance of this Agreement by Gympass, x. loss or damage arising out of any failure to keep full and up to date security copies of any computer program and data held or used by or on behalf of the other Party or xi. indirect, consequential or special loss.
- 9.6. Subject always to section 9.7, a Party's maximum aggregate Liability under this Agreement shall be limited to the amount equal to six (6) months of the Standard Pricing set forth in the Order Form.
- 9.7. Nothing in this Agreement will operate to exclude or restrict one Party's Liability (if any) to the other: i. for death or personal injury resulting from its gross negligence or willful misconduct or the gross negligence or willful misconduct by a person for whom it is vicariously liable; ii. for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable, or iii. for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

10. MISCELLANEOUS

- 10.1. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement in respect of its subject matter. If there is any inconsistency between this Agreement and any required Company terms or agreements, the provisions of this Agreement shall govern.
- 10.2. Neither Party has entered into this Agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by a Party or any other person) which is not expressly set out in this Agreement. The Parties are independent contractors and nothing herein shall be construed to create an agency relationship, joint venture or partnership between the Parties.
- 10.3. This Agreement and any amendments hereto may be executed in two or more counterparts, scanned and electronic signature acceptable, all of which together shall be considered one agreement.
- 10.4. Neither this Agreement nor any interest herein may be assigned by either Party without the prior written approval of the other Party, which approval shall not be unreasonably withheld, except that Gympass may assign this Agreement in its entirety to any purchaser of all or a substantial portion of its business or assets or to any subsidiary or other affiliate without the prior approval of Company.
- 10.5. The failure of any Party to enforce any part of this Agreement shall not be construed as a waiver, nor shall it forfeit any rights to future enforcement.
- 10.6. If any part of this agreement is declared unenforceable or invalid, the remainder of the agreement will continue to be valid and enforceable.
- 10.7. All notices to either Parties required under this Agreement shall be made in writing and shall be, if sent by email, deemed as received on the date of receipt, and, if sent by any other means, on the date of actual receipt by the recipient at the address on the Order Form.
- 10.8. This Agreement and any obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provision thereof. The Parties specifically consent to the exclusive jurisdiction of the courts located in the Southern District of New York to determine any dispute arising out of or in connection with the Agreement.
- 10.9. Any provisions of this Agreement that by their nature are intended to survive the termination of this Agreement will remain in force after any termination or expiration of this Agreement, notwithstanding the cause of termination.