

## CORPORATE PROGRAM TERMS AND CONDITIONS

These Terms and Conditions ("Corporate Terms") govern the relationship between the Company and Gympass UK, Limited ("Gympass").

### 1. DEFINITIONS

- 1.1. "Affiliate Partners" -- gyms, studios, personal trainers, wellbeing solutions, and other resources (including digital) 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. "Eligible Employee" -- a Company employee designated by Company as eligible for the Program.
- 1.4. "Family Members" -- eligible family members of an Eligible Employee, as defined in Gympass' end-user terms and conditions.
- 1.5. "Subscriber" -- any Eligible Employee or Family Member with an active Subscription.
- 1.6. "Subscription" -- 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 Gympass mobile apps, Affiliate Partners, a 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 the HR Portal after the "Effective Date" (defined below) and when Company information is registered in the System.
- 2.2.
  - 2.2.1. Through the HR Portal, Company can: a) maintain an Eligible Employees list; b) view Gympass-generated reports on Eligible Employee enrollment; and c) view certain data relating to Subscribers.
  - 2.2.2. Through the Gympass System, Eligible Employees can: a) search for Affiliate Partners; b) access the user terms and privacy policy governing use of the System; c) create an account; d) purchase a Subscription; e) use the System to access Affiliate Partners; f) upgrade, downgrade, cancel and/or pause a Subscription; and g) add Family Members to the Program, if applicable.
- 2.3. If applicable, Gympass US, LLC (as the Gympass affiliate that holds the contractual relationship with the Eligible Employee for the Membership) shall prepare and provide Company with a debit memo (the "Debit Memo").
  - 2.3.1. Company shall receive the Debit Memo, as set forth in Section D on the Order Form.
  - 2.3.2. The Debit Memo will be accompanied by a payroll deduction file which will include (a) a list of all Eligible Employees who are subscribed to the Program ("Payroll Users"); (b) the fees to be paid by Payroll Users for a Subscription ("Subscription Fees"), set forth for each Payroll User, to be deducted from the payroll; and (c) the total amount of payments for Subscription Fees due by the Company to Gympass US, LLC ("Payroll Deduction Amount")
    - 2.2.2.1. The Debit Memo and the payroll deduction file will be available on the HR Portal.

### 3. COMPANY RESPONSIBILITIES

- 3.1. Company shall maintain at all times an accurate list of Eligible Employees, including full names and standard unique identifiers, and other mutually agreed on information (hereinafter referred to as "Eligible Employee Database Update"). Company acknowledges it is responsible for updating the list of Eligible Employees as soon as possible after any changes have been made. Company shall provide Gympass with the Eligible Employee Database Update via upload on the HR Portal or via the form of integration mutually agreed upon between the Parties no later than four (4) business days prior to the end of each calendar month.
- 3.2.
- 3.3. Company will promote the Program as set forth in section A of the Order Form.
- 3.4. 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 until the earlier of (a) the termination or expiration of the Term; and (b) the date that is 3 years from the Effective Date.
  - 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 If applicable, for all Eligible Employees that elect payroll deduction for themselves (and Family Members if applicable) through the employee payroll deduction authorization form ("Authorization Form"), Company will deduct the Subscription Fees from such Eligible Employees' pay and pay such Subscription Fees to Gympass on such Eligible Employees' behalf.
  - 3.4.1 Company is responsible for deducting the Subscription Fees from the pay of all Payroll Users, including Payroll Users who leave Company or who cancel the Program, provided such Payroll User's Subscription Fees are included on the monthly Debit Memo.
  - 3.4.2 The Subscription Fees will cover the monthly period that commences with each Subscriber's respective billing date.

#### 4. PAYMENTS TO GYPPASS

- 4.1. As of the Effective Date, Company shall pay the Company Fees 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 the Enterprise Subscription Fee Amounts 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 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. On each anniversary of the Effective Date (each, an "Adjustment Date"), the Enterprise Subscription Fee Amount to be Paid will be adjusted based on the average Consumer Price Index (CPI) during the year immediately preceding each such Adjustment Date.
- 4.5. If applicable, the Payroll Deduction Amount shall be due as set forth on the Order Form and will be made by the same payment method Company uses to pay the Enterprise Subscription Fee.
- 4.6. If applicable, in the event Company pays Gympass for access to Gympass+ as part of the Enterprise Subscription Fee, Gympass shall, at the end of each month, calculate the total number of Subscribers that had remained subscribed after any applicable free trial period at any time during such month (each a "Gympass+ Subscriber"). In the event the total number of Gympass+ Subscribers during such month exceeds the Pre-Paid Seats set forth in the Order Form, Gympass shall charge Company the fee set forth in the Order Form for each Gympass+ Subscriber over the Pre-Paid Seats (the "Additional Seat Fee"). Gympass shall invoice Company for any such Additional Seat Fees in the invoice covering the month with such overage and such invoice shall be payable as set forth in the Order Form.
  - 4.6.1. After the first year of the Term, in the event Company wishes to change either the Pre-Paid Seats or the Gympass+ Discount, Gympass and Company shall mutually agree to any such changes, along with any resulting changes in the Fee Amount, in writing (email to suffice), and such changes shall be effective as of the first day of the contractual month immediately following such written mutual agreement. Notwithstanding the foregoing, such changes may not be made more than once per contractual year.

#### 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 reproduce and display Company's name and logo ("Company IP") to enable Gympass to offer the Program to Eligible Employees and, with Company prior written consent to not be unreasonably withheld, 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, Subscriber data will be subject to the terms agreed to between that Subscriber 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 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"), unless either Party provides the other Party with written notice of its intent not to renew the Agreement at least ninety (90) days' prior to the end of the then-current Term.
- 8.2. This Agreement may be terminated immediately by either Party at any time in the event of:
  - 8.2.1. 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
  - 8.2.2. 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 the Company to Gympass.

## **9. INDEMNIFICATION AND LIABILITY**

- 9.1. Each Party shall indemnify the other Party against all liabilities, damages, and losses (excluding indirect or consequential losses, loss of profit, loss of reputation and penalties) arising out or in connection with any breach of this Agreement.
- 9.2. Gympass acts solely as an intermediary to facilitate and promote access and use of Affiliate Partners by Subscribers and does not provide any physical activity or fitness facilities. As such, for the avoidance of doubt, Gympass' liability in section 9.1 shall not apply to the extent any such liability arises from use of Affiliate Partners.

A Party total Liability under this Agreement shall be limited to the amount equal to six (6) months of the Enterprise Subscription Fee to be Paid as set forth in the Order Form. Nothing in this Agreement limits any liability which cannot legally be limited.

## 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 England and Wales, without regard to its conflicts of laws provision thereof. The Parties specifically consent to the exclusive jurisdiction of the courts of England 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.