

CORPORATE PROGRAM TERMS AND CONDITIONS

These Terms and Conditions (“Corporate Terms”), effective as of the date you agree to the commercial terms by clicking “Purchase now” or sign the Proposal (hereinafter collectively referred as “Proposal”) (the “Effective Date”), govern the relationship between the company set forth on such Proposal (the “Company”) and Gympass US, LLC, doing business as Wellhub, a Delaware limited liability company (“Wellhub”). The Proposal 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 digital) that are included in the Wellhub System.
- 1.2. “Billing Period” – thirty (30) days, unless otherwise stated within the Proposal.
- 1.3. “Enterprise Subscription Fee” -- the fee set forth on the Proposal that Company pays to Wellhub for Company and Eligible Employee access to the System.
- 1.4. “Eligible Employee” -- a Company employee designated by Company as eligible for the Program.
- 1.5. “Eligible Employee Database Update” – an accurate list of all active employees of the Company, including full names and standard unique identifiers , and other mutually agreed on information.
- 1.6. “Family Members” – eligible family members of an Eligible Employee, as defined in Wellhub’s end-user terms and conditions.
- 1.7. “Subscriber” -- any Eligible Employee or Family Member with an active Subscription.
- 1.8. “Subscription ” – an individual subscription to the Wellhub System.
- 1.9. “Program” or “Corporate Program”-- the Wellhub corporate program, which offers Company and Eligible Employees access to the System.
- 1.10. “System” or “Wellhub System” -- the Wellhub system, platform and technology that provides access to Wellhub mobile apps, Affiliate Partners, a portal for the Wellhub for Companies platform, data tracking tools, reports, and other functions available to the Company in connection with the Program.

2. WELLHUB RESPONSIBILITIES

- 2.1. Wellhub shall provide the Company with access to the Wellhub System, including the Wellhub for Companies platform after the Effective Date.
 - 2.1.1. Through the Wellhub for Companies platform, Company can : a) maintain an Eligible Employees list; b) view Wellhub generated reports on Eligible Employee enrollment ; and c) view certain data relating to Subscribers
 - 2.1.2. Through the Wellhub 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
- 2.2. If Payroll is enabled, as set forth in Section C of the Order Form, Wellhub shall prepare and provide Company with a debit memo (the “Debit Memo”).
 - 2.2.1. Company shall receive the Debit Memo, as set forth in Section C on the Order Form.
 - 2.2.2. The Debit Memo will be accompanied by a payroll deduction file which will include (a) a list of all Eligible Employees who have elected payroll as a payment method and are subscribed to the Program (“Payroll Subscribers”); (b) the fees to be paid by Payroll Subscribers for a Subscription (“Subscription Fees”), set forth for each Payroll Subscriber, to be deducted from the payroll; and (c) the total amount of payments for Subscription Fees due by the Company to Wellhub (“Payroll Deduction Amount”).
 - 2.2.2.1. The Debit Memo and the payroll deduction file will be available on the Wellhub for Companies.

3. COMPANY RESPONSIBILITIES

- 3.1. Company shall maintain at all times a current Eligible Employee Database Update. Company acknowledges it is responsible for updating the list of Eligible Employees as necessary and as soon as possible after any changes have been made and that such list shall include all active employees of Company. As such, Company shall upload an initial list of Eligible Employees within thirty (30) days from the Effective Date. Additionally, Company acknowledges that Company shall provide Wellhub with the Eligible Employee Database Update via upload on Wellhub for Companies or via the form of integration mutually agreed upon between the Parties at least monthly.
 - 3.1.1. In the event an Eligible Employee Database Update includes less than eighty percent (80%) of all of Company’s active employees, then, notwithstanding any other remedies Wellhub may have, Company shall pay Wellhub a fee equal to \$8.93 per month for each missing active employee required to reach such eighty

percent (80%) threshold for such month and each subsequent month that such Eligible Employee Database Update(s) include less than eighty percent (80%) of Company's active employees. Company confirms that these fees are reasonable and proportionate to protect Wellhub's legitimate interest and investment in the performance of this Agreement.

- 3.2. Company will make reasonable best efforts to promote the Program by: (i) sending an initial welcome email to all Eligible Employees prior to the Effective 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; and (iv) placing materials about the Program in Company offices for the duration of the Term. Company further agrees that Wellhub shall be entitled to send emails directly to Eligible Employees, as determined by Wellhub in its reasonable discretion, to facilitate and promote the Program.

4. PAYMENTS TO WELLHUB

- 4.1. As of the Effective Date, Company shall pay the Company Fees within thirty (30) days from date of invoice. Wellhub shall invoice Company monthly, unless the Proposal states otherwise. On all payments past due, Company shall pay Wellhub 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 Wellhub's remedies under section 8 (Termination).
- 4.1.1. If the Effective Date is after the twenty-eighth day of the calendar month and Company is paying the Enterprise Subscription Fee by a method other than credit card, then the Effective Date shall automatically be adjusted to the twenty-eighth day of such month.
- 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 Wellhub's request, will provide evidence of such payment) and (ii) all sales, use, excise, value added and any other taxes attributable to the Enterprise Subscription Fees as set forth on the invoice to Company.
- 4.3. Enterprise Subscription Fee Adjustments
- 4.3.1. If Company does not pay Wellhub a Subscriber Flexible Fee as part of the Enterprise Subscription Fee, Wellhub shall, at the end of each Billing Period, calculate the total number of Eligible Employees during such period. In the event such number exceeds the number of Pre-Paid Eligibles set forth in the Proposal, Wellhub shall charge Company the fee set forth in the Proposal for each Eligible Employee over the Pre-Paid Eligibles for such period. Wellhub shall invoice Company for any such fees in the invoice covering the Billing Period with such overage and such invoice shall be payable as set forth in the Proposal. If Company fails to submit timely the Eligible Employee Database Update, Wellhub shall base the Enterprise Subscription Fee Amount on the latest available Eligible Employee Database Update.
- 4.3.2. If Company pays Wellhub a Subscriber Flexible Fee as part of the Enterprise Subscription Fee, Wellhub shall, at the end of each Billing Period, calculate the total number of unique Eligible Employee Subscribers that had remained subscribed after any applicable free trial period and paid a subscription fee at any time during such month. Wellhub shall charge Company the fee set forth in the Order Form for each such Eligible Employee Subscriber for such period. Wellhub shall invoice Company for any such Subscriber Flexible Fees in the invoice covering the Billing Period with such overage and such invoice shall be payable as set forth in the Order Form.
- 4.4. On each anniversary of the Effective Date (each, an "Adjustment Date"), the Enterprise Subscription Fee will be adjusted based on the average Consumer Price Index (CPI) during the year immediately preceding each such Adjustment Date.
- 4.5. If applicable, in the event Company pays Wellhub for access to Wellhub+ as part of the Enterprise Subscription Fee, Wellhub shall, at the end of each month, calculate the total number of Eligible Employee Subscribers that had remained subscribed after any applicable free trial period at any time during such month (each a "Wellhub+ Subscriber"). Wellhub shall charge Company the fee set forth in the Proposal for each Wellhub+ Subscriber (the "Additional Seat Fee"), provided, however, that in the event that Company pays Wellhub a set amount for Pre-Paid Seats, such Additional Seat Fees shall only apply to total number of Wellhub+ Subscribers during such month in excess of the Pre-Paid Seats set forth in the Proposal. Wellhub shall invoice Company for any such Additional Seat Fees in the invoice covering the month with such usage and such invoice shall be payable as set forth in the Proposal.
- 4.5.1. In the event Company wishes to change either the Pre-Paid Seats or the Wellhub+ Discount, as applicable, Wellhub 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.
- 4.5.2. Wellhub reserves the right in its sole discretion to adjust membership plan pricing. Should the price of the membership plans increase or should a Subscriber choose to upgrade their membership plan, the Subscriber shall be responsible for any resulting difference in price in excess of the Wellhub+ Discount.

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);

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

6.1.3. that all Company Data, including all data provided for use as an eligibility key, and its provision to Wellhub complies with any applicable laws, including but not limited to data protection laws, and that Client has obtained any consents and provided fair processing notices as necessary under applicable law to provide the Company Data to Wellhub.

7. INTELLECTUAL PROPERTY

7.1. During the Term of this Agreement, Company grants to Wellhub a royalty-free, worldwide, nonexclusive license to reproduce and display Company's names and logos ("Company IP") to enable Wellhub 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 Wellhub 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 Wellhub.

7.3. Wellhub exclusively owns and retains all right, title and interest in and to (including after the termination of this Agreement) the Wellhub System. Nothing in this Agreement shall be deemed to transfer or assign any ownership in the Wellhub System, or information or intellectual property related thereto, to Company. Company may use the Wellhub System solely in connection with the Program and in accordance with these Corporate Terms during the Term. Wellhub grants to Company a royalty-free, nonexclusive license to use the Wellhub 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 Wellhub is accurate and up-to-date.

8. CONTRACT TERM AND TERMINATION

8.1. This Agreement takes effect on the Effective Date and is valid for an initial term of one (1) year from the invoice date for the first full Billing Period (excluding any prior partial invoices) (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").

8.1.1. Either Party may terminate this Agreement at any time with prior written notice (a "Termination Notice"). Following receipt of a Termination Notice, the Agreement shall remain in effect until the end of the full Billing Period immediately following the Billing Period such notice was received.

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 bankruptcy, out-of-court reorganization, or suspension of payment being granted to any of the Parties.

8.2.2. Fraudulent conduct by a Party, as determined in the other Party's sole reasonable discretion.

8.3. In addition to the above, Wellhub may terminate this Agreement immediately in the event Company appoints individuals as Eligible Employees who are not actual employees, members or associates of Company, and, once notified by Wellhub, does not provide a justification acceptable to Wellhub within 5 (five) days.

- 8.4. Upon termination of the Agreement, all rights granted to Company in the Program shall terminate and Company shall no longer have access to any Wellhub reports or other services provided under this Agreement.
- 8.5. In addition to the above, in the event Wellhub makes changes to this Agreement in accordance with section 10.5 below, and Company does not agree to such changes, Company may terminate this Agreement without cause by providing Wellhub with written notice prior to the end of the Notice Period (as defined below) and such termination shall be effective thirty (30) days following the date of such notice.
- 8.6. For the avoidance of doubt, upon termination, Wellhub will not refund any amounts paid by the Company to Wellhub.

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. Wellhub 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, Wellhub's 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 Subscribers 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 Wellhub, 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 Enterprise Subscription Fee set forth in the Proposal.
- 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. The Company is forbidden to act on behalf of Wellhub as its agent, representative or proxy and may not, in any form or pretext, act on its behalf nor commercialize eligibility in any way.
- 10.3. 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 Wellhub 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.

- 10.4.** 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.
- 10.5.** Wellhub may update this Agreement from time to time, as determined in its sole reasonable discretion. In the event Wellhub makes any such changes that are material to the Parties' rights and obligations under this Agreement, Wellhub shall provide Company with no less than thirty (30) days prior written notice via email or through Wellhub for Companies (the "Notice Period"). Such notice shall include a summary of all such changes. In the event Company does not agree to such changes, Company may terminate this Agreement in accordance with section 8.5 above. In the event Company does not terminate during such period, any such changes shall be binding to the Parties as of the expiration of such period.
- 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 Proposal.
- 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.