

ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

BRONZE

This AntiGravity Fitness Affiliation Agreement (this "Agreement") is entered into on **January 13, 2022** between AntiGravity Fitness, LLC ("AG Fitness") and **Ascension Fitness & Wellness, LLC d/b/a/ Ascend Hot Fitness** ("Affiliate").

RECITALS

WHEREAS, AG Fitness has developed aerial and suspension fitness programs ("AntiGravity Classes") that utilize proprietary and specially designed hammocks ("AntiGravity Hammocks") to elevate the student's body off the floor;

WHEREAS, AntiGravity classes are identified to the public using the service mark "ANTIGRAVITY FITNESS and ANTIGRAVITY YOGA" (the "Marks"), which AG Fitness licenses from AntiGravity, Inc.;

WHEREAS, Affiliate currently operates existing studios listed in the Addendum to this Agreement (the "Studio"), which offers various fitness programs; and

WHEREAS, Affiliate desires to offer AntiGravity Classes and Teacher Trainings at the Studio, and AG Fitness is willing to allow Affiliate to do so pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

1. **DEFINITIONS**. As used in this Agreement, the following terms shall have the following meanings:

"Effective Date" means the date of this Agreement as set forth in the header, unless specified differently in the Addendum.

"AntiGravity Room" means each room in the Studio in which AntiGravity Hammocks will be installed and AntiGravity classes will be taught.

"Instructor" means any person who teaches AntiGravity classes at the Studio.

"Instructor Trainer / Master Instructor" means any person who is qualified to deliver AntiGravity teacher training courses to prospective Instructors.

"Classes" means AntiGravity technique classes offered to the general public.

"Trainings / Teacher Trainings" means AG Fitness certification courses to individuals who, upon successful completion of that training will then be certified to offer Classes to the public.

2. **APPOINTMENT AS AFFILIATE**. Solely during the Term, AG Fitness hereby appoints Affiliate as an authorized "AntiGravity Studio" that may offer AntiGravity classes and trainings to the public. Affiliate may only offer AntiGravity classes and trainings from the Studio and from no other location, unless with prior written permission from AG Fitness.

3. **MARKS**. This Agreement does not grant Affiliate any license to any of the Marks other than the right to market the fact that it is a licensed provider of AntiGravity Fitness at the Studio. Use of the Mark is subject to all of the following: a) Affiliate may only use original AntiGravity Hammocks; b) only persons who hold active certification status from AntiGravity may teach the classes; and c) those persons may only teach material for which they are certified. Breach of any one of those three conditions automatically results in a revocation of any right to use the Marks. You may not use "AntiGravity" in the name of your studio without AG Fitness' prior written consent.

4. **SET UP FEE**. For each studio location that Affiliate operates, and which carries or will carry an AntiGravity Fitness Program, Affiliate agrees to pay AG Fitness a set-up fee according to the terms and conditions set forth in the Addendum and which is due and payable upon execution of this Agreement. The set-up fee is earned in full upon execution of this Agreement and is not refundable under any circumstances.

5. **ANTIGRAVITY HAMMOCKS**. AntiGravity Classes were created on a specific apparatus (the "AntiGravity Hammocks") that meets AntiGravity's sizing and quality control standards. AntiGravity Classes may only be taught on AntiGravity Hammocks. AG Fitness will provide Affiliate with access to its online Order Form on <http://antigravityfitness.com/studio-login> to order AntiGravity Hammocks. For international locations, Affiliate is responsible for all local import and customs taxes and any shipping fees. Additional provisions are outlined in paragraph 7.2. Upon receiving an AntiGravity Hammock shipment, it is

ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

BRONZE

Affiliate's responsibility to immediately check every piece of fabric for possible irregularities, which sometimes occur in the manufacturing process. Affiliate must report an irregularity in writing and with the inclusion of a photograph within 7 after receipt of an order. AG Fitness, upon review, will replace the fabric at no additional cost. Requests for replacement of damaged fabric after 7 days will not be considered. Fabric that has been used is excluded from exchanges, regardless of when an irregularity is reported.

6. TERM AND RENEWAL. The initial Term of the Agreement is for One (1) year. Provided that all material components of this agreement have been met, this agreement renews automatically for an additional year at the anniversary of the Term. The yearly renewal fee is outlined in the Addendum.

7. QUALITY CONTROL. Affiliate agrees to strictly comply with each provision in this paragraph in order to protect the goodwill associated with the Marks and the AntiGravity program.

7.1 AntiGravity Room. Affiliate is responsible for identifying and purchasing the attachments (i.e., eye hooks) that Affiliate feels are appropriate and safe for purposes of attaching the AntiGravity Hammocks to the ceiling and that meet the approval of Affiliate's insurance company.

7.2 AntiGravity Hammocks. To ensure the safety of the students, Affiliate shall only offer AntiGravity classes using official AntiGravity Hammocks that must be purchased from AG Fitness or another supplier designated by AG Fitness. Affiliate agrees to keep all AntiGravity Hammocks in good condition and to clean all AntiGravity Hammocks on a regular basis to ensure the comfort of, and enjoyment by, the students. Affiliate understands that the use of AntiGravity Hammocks for any purpose other than AntiGravity classes may create an unreasonably dangerous condition for students. Accordingly, to ensure the safety of all students, Affiliate agrees that it will not use, or allow the use of, the AntiGravity Hammocks for any purpose other than AntiGravity classes taught by a Certified AntiGravity Instructor. AntiGravity Hammocks are certified for 2 years or 1000 classes, whichever comes first, provided recommended care instructions are followed. They are not guaranteed against cuts or tears resulting from clients' wearing of jewelry or other sharp objects. After 2 years / 1000 classes, we require changing the equipment.

7.3 Certified AntiGravity Instructors ("CAGI"). All individuals who serve as CAGIs must successfully complete AntiGravity Certification courses, starting with the Fundamentals 1&2 course. CAGIs must comply with any recertification requirements, as imposed by AG Fitness from time to time. AG Fitness offers certification and recertification training on a regular basis at its training studio in New York and through certain designated AntiGravity Training Studios. All authorized certification courses are listed on AG Fitness' website. Affiliate shall require each CAGI to provide evidence that he or she is certified and has 'active' status prior to teaching any AntiGravity classes at the Studio. Active CAGIs are listed on AG Fitness' website. Affiliate shall require each Instructor to provide evidence, on at least an annual basis, that he or she has successfully fulfilled any recertification training required by AG Fitness, or at minimum, that he/she maintains active membership status. CAGIs maintain active membership status on the AntiGravity Digital Academy (AGDA) by paying a yearly membership fee. It is Affiliate's responsibility to ensure that Instructors only teach the courses and levels for which they hold valid certifications. Affiliate shall ensure that all classes meet the highest teaching standards. From time to time, or upon request, Affiliate shall provide AG Fitness with a current list of CAGIs teaching at Affiliate's studio.

7.4 Inspections. AG Fitness and its representatives shall have the unrestricted right to enter the Studio during normal business hours to verify Affiliate's compliance with the quality control provisions described in this Section 7. Affiliate agrees to cooperate with AG Fitness (or its representatives) in connection with any such inspection.

8. TEACHER TRAININGS. Affiliate may request to host teacher trainings, open to the public under the conditions in the Addendum. Since the goodwill of the AntiGravity mark is highly dependent on the reputation and delivery of these types of trainings, AG Fitness reserves the exclusive right to grant or deny any request to offer Teacher Trainings. Following, is a non-exhaustive list of rules that must be observed in order to be granted permission to offer Teacher Trainings.

8.1 Staff. Affiliate's staff must be knowledgeable in all matters regarding AG trainings. They must be courteous and helpful. They must present themselves in an appropriate manner so as to leave a positive impression on all trainees.

ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

BRONZE

8.2 Studio. The Studio in which the trainings are to be held must be in superb clean condition and smell pleasant. Floors must be wiped clean after every day. AG Hammocks must be in next to new condition (i.e. no holes or tears) and smell good. All AG Hammocks must bear the AG logo and all hardware must be original hardware, supplied by AG Fitness. The studio must be temperature controlled, provide ample ventilation and outfitted with a mirror and a sound system. A mirror is required for safety. In instances where a mirror is not present, there must be an instructor hammock in the front of the room and another one in the back of the room.

8.3 Schedule. Affiliate must request training dates in writing by using a format provided by AG Fitness. All trainings must be listed on AG Fitness' website well in advance in order to be authorized. No training day shall be less than 8 hours or exceed 9 consecutive hours. The Studio must be available for the entirety of the training. Lectures that do not involve the use of AG Hammocks may be held at an alternative space, not too far from the Studio.

8.4 Instructor Trainers (IT) / Master Instructors (MI). Only IT / MI may deliver trainings. It is Affiliate's responsibility to check with AG Fitness to ensure that an IT / MI has the proper credentials and is currently 'active' on AG Fitness' roster.

8.7 Social Media. All trainees are should be encouraged to tag / link to AntiGravity Fitness as we; as Affiliate when posting images of the training.

AntiGravity reserves the right to add additional rules to the above list, at its own discretion, in order to improve the training experience.

9. MARKETING. You agree to include the AntiGravity logo and program on your website and any other materials that identify fitness services offered at your location(s). The inclusion of the AntiGravity brand on your site must be done no later than 30 days after commencement of the program at your location(s). All of your marketing relating to AntiGravity must be completely factual and conform to the highest standards of ethical advertising and comply with all applicable laws. You must ensure that your advertisements and promotional materials do not infringe upon the intellectual property rights of others. Before you use them, we must approve all marketing materials that relate to the AntiGravity program. All advertising and marketing shall bear the AntiGravity mark and be clear to identify AntiGravity. Whenever

feasible, Christopher Harrison, shall be identified the creator of the technique. You may operate a Website featuring AntiGravity Fitness and market AntiGravity on the Internet as long as we approve all initial and modified content and marketing activities related to AG Fitness prior to publication or use. You agree to provide a link to our Website from any Website that you establish relating to AntiGravity Fitness. You may not register a domain name that includes the word "AntiGravity" (in English or local language) or any confusingly similar variation thereof. We encourage you to market AntiGravity classes and trainings through social media sites. Although you do not need our prior approval of materials you post through social media sites, we may disapprove of any such content at any time. All social media posts must link to or tag AntiGravity Fitness. You may not post any of our proprietary, confidential or copyrighted material or information on the Website or any social media site without our prior permission. We reserve the right to impose additional restrictions or prohibitions in the future relating to your marketing activities on the Internet or through social media sites or other methods of digital or electronic means of communication.

10. INSURANCE / INDEMNIFICATION.

Affiliate must operate and manage the Studio in full compliance with all applicable laws. For the protection of both parties, Affiliate must obtain and maintain commercially reasonable insurance relating to the AntiGravity program. Where applicable, the insurance policy must: (i) name AG Fitness as additional insured; (ii) contain a waiver by the insurance carrier of all subrogation rights against AG Fitness; and (iii) provide that AG Fitness receive ten (10) days prior written notice of the termination, expiration, cancellation or modification of the policy. Affiliate agrees to indemnify AG Fitness and its owners, officers and directors and hold them harmless for, from and against any and all damages, losses and expenses incurred by any of them (including reasonable attorneys' fees) as a result of or in connection with: (i) Affiliate's marketing, use or operation of the Studio or any programs offered at the Studio; (ii) any AntiGravity class offered at the Studio; and/or (iii) Affiliate's breach of any of the terms of this Agreement. Affiliate's indemnification obligation shall survive the expiration, termination or transfer of this Agreement.

11. REPRESENTATIONS AND OF RELATIONSHIP OF PARTIES.

Nothing in this Agreement creates a fiduciary relationship between the parties or is intended to make either party a general or special agent, legal representative,

ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

BRONZE

subsidiary, franchisor, franchisee, joint venture, partner, employee or servant of the other for any purpose. The parties further intend and agree that the relationship between the parties does not qualify as a "franchise" or a "business opportunity." AG Fitness does not control or provide any recommendations relating to Affiliate's method of operation. Affiliate is solely responsible for determining its method of operation. Further, AG Fitness will not provide Affiliate with any assistance in connection with the business conducted by Affiliate. AG Fitness will not provide Affiliate with a marketing plan (whether suggested, recommended or required). Affiliate acknowledges that its Studio will not be substantially associated with the Marks. AG Fitness does not represent that Affiliate will earn any income from the business conducted pursuant to this Agreement.

12. ASSIGNMENT. AG Fitness has the unrestricted right to transfer this Agreement without notice to Affiliate. Affiliate may assign this Agreement only with AG Fitness's prior written consent, which may be withheld in its commercially reasonable judgment. AG Fitness's consent to a transfer may also be conditioned on satisfaction of commercially reasonable transfer conditions. In the event that Affiliate is moving its physical location of the studio in the Recitals, it must notify AG Fitness in writing.

13. TERMINATION. Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure the breach within 30 days after receipt of a notice of default from the non-breaching party. Upon termination or expiration of this Agreement, Affiliate shall immediately: (i) cease to market and/or offer AntiGravity classes and trainings or reference any Marks; and (ii) pay any remaining balance of the affiliation set up fee.

14. DISPUTE RESOLUTION. The parties agree to submit any claim, dispute or disagreement to mediation before a mutually-agreeable mediator prior to litigation. Any mediation shall take place in the United States in the county in which AG Fitness maintains its principal place of business at the time the mediation begins. If the dispute cannot be resolved by mediation, either party may file a lawsuit in any state or federal court of general jurisdiction in the county in which AG Fitness maintains its principal place of business at the time the lawsuit is filed, and each party irrevocably submits to the jurisdiction of such courts and waives any objection to either the jurisdiction or venue of such courts. If a party must enforce this

Agreement in a judicial proceeding, the substantially prevailing party will be entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees. THE PARTIES EACH IRREVOCABLY WAIVE: (i) TRIAL BY JURY; AND (ii) THE RIGHT TO LITIGATE ON A CLASS ACTION BASIS, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES.

15. GENERAL PROVISIONS.

15.1 Governing Law. This Agreement shall be governed by the laws of the State of New York (without reference to its principles of conflicts of law), but any law of the State of New York that regulates the offer and sale of franchises, licenses or business opportunities or governs the relationship of a franchisor and its franchisee or licensor and its licensee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

15.2 Severability and Substitution. Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable.

15.3 Binding Effect. This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest.

15.4 Integration. THIS AGREEMENT AND ITS ADDENDUM CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. Attachment(s), if any, are part of this Agreement, which, together with any Amendments or Addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between the parties about the subject matter of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement.

15.5 Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

BRONZE

15.6 Withholdings for Taxes. Except to the extent provided in this Section, any amount that Licensee is required to pay to Licensor shall be paid without withholding or deduction for any taxes, duties, assessments, fees or other governmental charges imposed or levied by or on behalf of any jurisdiction or taxing authority.

15.7 Notice. All notices given under this Agreement must be in writing, delivered by hand or first-class mail, to the following addresses (which may be changed upon 10 days' prior written notice):

AFFILIATE: To the Studio address listed in the Recitals

AG FITNESS: AntiGravity Fitness LLC, 265 West 37th Street, Suite 1100, New York, NY. 10018

Notice shall be considered given at the time delivered by hand or three (3) business days after placed in the mail, postage prepaid, by certified mail with a return receipt requested.

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized as of the Effective Date.

AG FITNESS:

AntiGravity Fitness, LLC, a New York limited liability company

Signature: _____
Name (Print): Alexander Schlempp
Its (title): Managing Partner

AFFILIATE:

Ascension Fitness & Wellness LLC,

Your Signature: _____

Your Name (Print): Janine Tarlecki

Your title: Owner / Founder

ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

BRONZE

ADDENDUM – BRONZE

This Addendum to AntiGravity Fitness Affiliation Agreement (this “Addendum”) is entered into on **January 13, 2022** between AntiGravity Fitness, LLC (“AG Fitness”) and **Ascension Fitness & Wellness, LLC d/b/a/ Ascend Hot Fitness** (“Affiliate”).

WHEREAS, this Addendum is an integral part of the Affiliation Agreement.

WHEREAS, if there is an inconsistency between the Affiliation Agreement and the Addendum, this Addendum shall be the valid version.

1. **Effective Date.** The Effective Date of this Agreement shall be amended to be **March 1, 2022** or the date in which the first class is offered to the public, whichever comes first. If left blank, the Effective Date shall be the date in the header of the Agreement.
2. **Studio.** The name of the Studio where AG Classes will be held, and as known to the public is **Ascend Hot Fitness**, and having a physical address at **450 Amwell Road, Hillsborough, NJ 08844**.
3. **Setup Fee.** For each studio location that Affiliate operates, and which carries or will carry an AntiGravity Fitness Program, Affiliate agrees to pay AG Fitness a setup fee of \$500 which is due and payable upon execution of this Agreement; for future locations, the setup fee becomes due on the date on which the AntiGravity class is advertised to the public or on the date the first class is offered, whichever comes first. The setup fee is earned in full upon execution of this Agreement and is not refundable under any circumstances. The setup fee may be waived if Affiliate purchases a minimum of 6 AntiGravity Hammocks at the time of executing this agreement.
4. **AntiGravity Hammocks.** AG Hammocks can be purchased at the Bronze discount of **10%** off retail per AG Hammock kit.
5. **Renewal.** Provided that all material components of this agreement have been met, this agreement automatically renews on the anniversary date of the Effective date for \$350 per year per location. If Affiliate wishes to terminate the agreement, it must give AG Fitness a minimum of 90 days’ notice.
6. **Teacher Trainings.** Affiliate may request to host an initial Training at its location. Please contact AG Fitness for details and pricing.
7. **General Provisions.** All general provisions outlined in paragraph 15 of the Affiliation Agreement stay in effect.

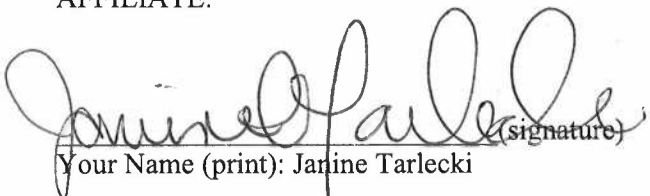
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized as of the Effective Date.

AG FITNESS:

Alexander Schlempp

Managing Partner

AFFILIATE:


(signature)
Your Name (print): Jarine Tarlecki

Your Title: Owner / Founder