

# ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

## BRONZE

This AntiGravity Fitness Affiliation Agreement (this “Agreement”) is entered into on **January 3, 2023** between AntiGravity Fitness, LLC (“AG Fitness”) and

**The Society of the Performing Arts in Nigeria** (“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 Inc. is the owner of the trademark ANTIGRAVITY and related logos and indicia, (the “Trademark”), which it has licensed to AG Fitness.

**WHEREAS**, AG Fitness classes are identified to the public using the service mark “ANTIGRAVITY FITNESS and ANTIGRAVITY YOGA” (the “Marks”);

**WHEREAS**, Affiliate operates or plans to operate a studio listed in the Addendum to this Agreement (the “Studio”); and

**WHEREAS**, Affiliate desires to offer AG Fitness Classes 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 AG Fitness classes will be taught.

“*Instructor*” means any qualified person

who teaches AG Fitness classes at the Studio.

“*Instructor Trainer / Master Instructor*” means any person who is qualified to deliver AG Fitness Instructor Certification courses to prospective Instructors.

“*Classes*” means AG Fitness classes offered to the general public.

“*Teacher Trainings / Certification Courses*” means AG Fitness Instructor Certification courses delivered by an Instructor Trainer / Master Instructor 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 AG Fitness classes to the public. Affiliate may only offer AG Fitness 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 AG Fitness at the Studio. Use of the Marks is subject to all of the following: a) Affiliate may only use original AntiGravity Hammocks; b) only persons who hold active certification status from AG Fitness 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. Any use of the Mark that is not listed in this agreement requires the written consent of AG Fitness.

4. **SET UP FEE.** For each studio location that Affiliate operates, and which carries or will carry an AG 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. **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

Initial:  1

# ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

## BRONZE

renewal fee is outlined in the Addendum.

**6. ANTIGRAVITY HAMMOCKS.** AG Fitness Classes were created on a specific apparatus (the “AntiGravity Hammocks”) that meets AG Fitness’ sizing and quality control standards. AG Fitness Classes may only be taught on AntiGravity Hammocks. AntiGravity Hammocks must be purchased from AG Fitness or one of its licensed resellers. Upon receiving an AntiGravity Hammock shipment, it is Affiliate’s responsibility to immediately check every component 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 business days 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 business days will not be considered. Fabric that has been used is excluded from exchanges, regardless of when an irregularity is reported.

Affiliate agrees to keep all AntiGravity Hammocks in good condition and to clean them 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 AG Fitness 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 AG Fitness classes taught by a Certified AG Fitness 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. 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 AG Fitness program.

**7.1 AntiGravity Room.** Affiliate is responsible for identifying, purchasing, and installing the attachments (i.e., eye hooks) that are appropriate and safe for purposes of attaching the AntiGravity Hammocks to the ceiling and that meet the approval of Affiliate’s insurance company, or a licensed contractor.

**7.2 Certified AntiGravity Instructors**

**(“CAGI”).** All individuals who teach AG Fitness Classes must successfully complete AG Fitness Certification courses, starting with the Fundamentals 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, both in-person and virtual, and through certain designated AG Fitness Training Studios. All authorized Certification courses are listed on AG Fitness’ website. Affiliate shall require each CAGI to produce evidence that he or she is certified and has ‘active’ status prior to teaching any AG Fitness classes at the Studio. AG Fitness is happy to confirm if a CAGI is certified. Affiliate shall require each Instructor to provide evidence, on an annual basis, that he or she has successfully fulfilled any recertification training required by AG Fitness. It is Affiliate’s responsibility to ensure that Instructors only teach material for which they hold valid certifications. Affiliate shall ensure that all Classes meet the highest teaching standards. Upon request, Affiliate shall provide AG Fitness with a current list of CAGIs teaching at Affiliate’s studio.

**7.3 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. MARKETING.** Affiliate agrees to include the AntiGravity logo on its marketing material, including websites, which identify fitness services offered at Affiliate’s location(s). The inclusion of the AG Fitness brand on Affiliate’s website must be done no later than 30 days after commencement of the Classes. All of Affiliate’s marketing relating to AG Fitness must be completely factual and conform to the highest standards of ethical advertising and comply with all applicable laws. Affiliate must ensure that its advertisements and promotional materials do not infringe upon the intellectual property rights of others. AG Fitness must approve all marketing materials that relate to the AG Fitness Classes, before they are used. All advertising and marketing shall bear the AntiGravity Mark to identify AG Fitness Classes. You may operate a Website featuring AG Fitness and market AG Fitness on the Internet as long as AG Fitness approves all initial and modified content and marketing activities related to AG Fitness prior to publication or use. Affiliate agrees to provide a link to the AG Fitness website from any website that Affiliate established relating to AG Fitness.

Initial:  2

# ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

## BRONZE

Affiliate may not register a domain name (“url”) that includes the word “AntiGravity” (in English or local language) or any confusingly similar variation thereof.

Social Media: Affiliate may market AG Fitness classes and trainings through social media sites. Although Affiliate does not need AG Fitness’ prior approval of materials you post through social media sites, AG Fitness may disapprove of any such content at any time. All social media posts must link to or tag AG Fitness (i.e., #antigravityfitnes; @antigravityfitness). Affiliate may not post any proprietary, confidential or copyrighted material or information on its website(s) or any social media site without AG Fitness prior written permission. AG Fitness reserves the right to impose additional restrictions or prohibitions in the future relating to Affiliate’s marketing activities on the Internet or through social media sites or other methods of digital or electronic means of communication.

### 9. 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 AG Fitness program. For United States based Affiliates, 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 AG Fitness 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.

### 10. 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, 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.

11. 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, including the assessment of a transfer fee. In the event that Affiliate is moving its physical location of the Studio, it must notify AG Fitness in writing.

12. 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 AG Fitness Classes and reference to any Marks; (ii) pay any remaining balance of the fee; and (iii) remove the AntiGravity Mark from all materials, including, but not limited to URLs, company names, Studio names.

13. 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

# ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

## BRONZE

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.

### 14. GENERAL PROVISIONS.

14.1 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.

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

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

14.4 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.

14.5 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.

14.6 Withholdings for Taxes. Except to the extent provided in this Section, any amount that Affiliate is required to pay to AG Fitness 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.

14.7 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 Addendum

AG FITNESS: AntiGravity Fitness LLC, 265 West 37<sup>th</sup> 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.

*[signature page to follow]*

\* \* \*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized

Initial:  4

# ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

## BRONZE

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

**The Society of the Performing Arts in Nigeria**

Your Signature: \_\_\_\_\_

Your Name (Print): Sarah Fadoul Boulos

Your title: CEO and Chairperson

Address and Registration number:

Reg #: cac/it/no/ 18142

Bourdillon Ikoyi Studio

47 Bourdillon Ikoyi

201104 Lagos

Nigeria

Initial:  5

# ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

## BRONZE

### ADDENDUM – BRONZE

This Addendum to AntiGravity Fitness Affiliation Agreement (this “Addendum”) is entered into on **January 4, 2023** between AntiGravity Fitness, LLC (“AG Fitness”) and **The Society of the Performing Arts in Nigeria** (“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 **n/a** 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 **Sarah’s AntiGravity Studio**, having a physical address at **47 Bourdillon Ikoy, 201104 Lagos, Nigeria.**
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. 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.

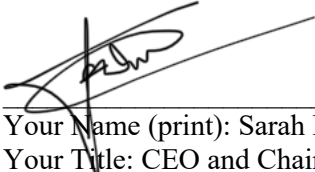
4. **Renewal.** Provided that all material components of this agreement have been met, this agreement automatically renews on the anniversary date of the Effective date for \$350 per year per location. If Affiliate wishes to terminate the agreement, it must give AG Fitness a minimum of 60 days’ notice.
5. **AntiGravity Hammocks.** AG Hammocks can be purchased at the Bronze discount of **10%** off retail per AG Hammock kit.
6. **Instructor Certification Courses.** Affiliate may request to host Certification Courses at its location. Please contact AG Fitness for details and pricing.
7. **General Provisions.** All general provisions outlined in paragraph 14 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:

AFFILIATE:

\_\_\_\_\_  
Alexander Schlempp  
Managing Partner

  
\_\_\_\_\_  
(signature)  
Your Name (print): Sarah Fadoul Boulos  
Your Title: CEO and Chairperson