

ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

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This AntiGravity Fitness Affiliation Agreement (this “Agreement”) is entered into on **June 17 2021** between AntiGravity Fitness, LLC (“AG Fitness”) and **Altea NYX Liberty Village LP, 110 Pond Street, Ottawa, ON K1L 8J3** (“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 an existing studio 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 and teacher trainings 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.

“*SKU code*” is a unique identifier for specific AntiGravity certification trainings. It is a unique code that unlocks digital materials specific to a program and which are necessary for an individual to be able to attend a certification course and maintain their certification status. Often also referred to *Training Codes*.

“*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 Silver 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. You may not use “AntiGravity” in the name of your studio or as part of your corporate name 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 and Trainings were created on a specific apparatus (the “AntiGravity Hammocks”) that meets AntiGravity’s sizing and quality control standards. AntiGravity Classes and Trainings may only be taught on AntiGravity Hammocks. AG Fitness will provide Affiliate with access to its online Order Form on <http://antigravityfitness.com/studio->

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[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 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. Affiliate is responsible for ensuring that the room in which classes and trainings are conducted is properly set up according to AG Fitness' standards. Affiliate hereby acknowledges that it has full understanding of those requirements.

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. The goodwill of the AntiGravity mark is highly dependent on the reputation and delivery of AG Teacher Training. As such, AG Fitness considers proper organization and delivery of trainings as essential to its business. Affiliate is granted permission to organize trainings

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provided it follows AG Fitness' policies and procedures with respect to trainings, outlined in ATTACHMENT A. AG Fitness reserves the exclusive right to grant or deny any request to offer Teacher Trainings. AG Fitness reserves the right to periodically change its policies and procedures with respect to how its trainings are to be delivered. It is Affiliate's sole responsibility to ensure that it is always up to date. Updates are published electronically via our secure portal, or licensee dashboard. Affiliate will receive email notifications about significant changes but is expected to review online material on a regular basis to ensure compliance with current procedures

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, 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

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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. A violation of AntiGravity's Teacher Training policies and procedures or making false representations in the sub-licensing process will result in immediate termination without recourse.

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.

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

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

Your Signature: _____



Your Name (Print): Mike Nolan

Your title: VP Operations

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ADDENDUM – SILVER

This ADDENDUM (“ADDENDUM”) to the AntiGravity Fitness Affiliation Agreement entered into on June 17, 2021 between AntiGravity Fitness, LLC (“AG Fitness”) and **Altea NYX Liberty Village LP, 110 Pond Street, Ottawa, ON K1L 8J3** (“Affiliate”) 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 the Agreement shall be amended to be **November 15, 2021** 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, as known to the public is **Altea Active** and having a physical address at **25 Ordinance Street, Toronto, ON M6K 1A1, Canada**
3. **Setup Fee.** For each studio location that Affiliate operates, and which carries or will carry a AntiGravity Fitness Program, Affiliate agrees to pay AG Fitness a setup fee of **\$3,500** which is due and payable upon execution of this Agreement. The setup fee is earned in full and is not refundable.
4. **AG Hammocks.** AG Hammocks can be purchased at the Silver Affiliate discounted price of **25% off** of retail per AG Hammock kit plus shipping.
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 \$1,000 per year. The Silver renewal is inclusive of one (1) AGDA membership renewal.
6. **SKU Code / Certification Training Pricing.** SKU codes are priced at a 65% discount from AntiGravity’s published training fees, listed on AG Fitness’ website at https://antigravityfitness.com/training_programs.

AG Fitness reserves the right to adjust SKU code pricing from time to time, to reflect current market conditions. All pricing is guaranteed for the Term of the Agreement.

Instructor Training Courses, which are training courses that elevate a certified instructor to the status of Instructor Trainer, or Master Instructor in order to provide AG Fitness certification courses to the public, are not eligible for discounts and are charged at full price. For the 2021 calendar year those prices are:

- 1-Star Instructor Trainer course (This status enables an individual to deliver Fundamentals 1&2 certification courses): \$5,995
 - AG Aerial Yoga 1, AG Suspension Fitness 1, AG Pilates, AG AIRbarre, AG Restorative: \$2,995
 - AG Aerial Yoga 2, AG Suspension Fitness 2: \$3,495
7. **General Provisions.** All general provisions outlined in paragraph 15 of the Affiliation Agreement stay in effect.

[signature page to follow]

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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: **Altea Active Club Inc.**

Alexander Schlempp
Managing Partner

 Type text here (signature)
Your Name (print): Mike Nolan
Your Title: VP Operations

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ATTACHMENT A

This ATTACHMENT A (“ATTACHMENT A”) to the AntiGravity Fitness Affiliation Agreement entered into on June 17, 2021 between AntiGravity Fitness, LLC (“AG Fitness”) and **Altea NYX Liberty Village LP, 110 Pond Street, Ottawa, ON K1L 8J3** (“Affiliate”) is an integral part of the Affiliation Agreement.

AntiGravity has spent significant amount of time, money and resources in developing its Teacher Training courses and the methodology in which they are delivered. AntiGravity’s reputation as a market leader in the field of aerial yoga and fitness greatly depends on how teacher trainings are delivered. To ensure that customers receive the same quality experience, the following policies and procedures have been developed. Offering AG Trainings to the public is a privilege, not a right, under this Agreement. Violations of these policies and procedures or any other action that negatively impacts the customer experience with the AG brand may be grounds for losing the privilege of offering AG Trainings. Due to the ever-evolving nature of the market, AG Fitness reserves the right to periodically update these policies and procedures. Any updates will be posted on AG Fitness’ website or communicated to Affiliate via electronic mail.

AntiGravity Teacher Training Policies and Procedures

- 1) **Staff**. All persons who are in a position to answer prospective trainees’ inquiries about AG Trainings must be knowledgeable in 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.
- 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 sanitized regularly. 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.
- 3) **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. Affiliate may request a specific IT / MI to deliver a training but must do so through AG Fitness’ training department. AG Fitness will do its best to honor Affiliate’s request but reserves the right to disapprove Affiliate’s request. All financial transaction in connection with a training are handled by AG Fitness. Affiliate may not negotiate training fees or other training related compensation with IT / MI directly. Travel related logistics may be arranged directly with the IT / MI.
- 4) **Schedule**. Affiliate must notify AG Fitness of its intent to host a Training in writing by using the format provided by AG Fitness. No training day shall be less than 8 hours or exceed 10 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, within Affiliate’s premises. In all instances, Affiliate must receive the written approval from the IT / MI for any schedule changes / deviation in advance of beginning of Training.
- 5) **Website listing**. All AG trainings must be listed on AG Fitness’ website in advance.

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- 6) **SKU Codes.** For every person attending a training, Affiliate must buy a SKU code. SKU codes must be purchased in bulk and well in advance of a training. SKU codes have an expiration date and must be used within the year they were purchased. No trainee shall access a training without having received a SKU code and entered it into their online AGDA account.
- 7) **Pricing Policies for the Public.** To avoid unfair competition, Affiliate should advertise AG Trainings to the public at +/- 10% of the retail prices listed on AG Fitness' website (https://antigravityfitness.com/training_programs). If Affiliate wishes to offer further discounts, or promotions, it may only do so with AG Fitness' prior written approval.
- 8) **Administrative Work.** Affiliate understands that there is a fair amount of administration involved when delivering an AG training. It is Affiliate's responsibility to follow each of AG Fitness' protocols with respect to the administration requirements. Requirements include, but are not limited to, managing all financial transactions between trainee, studio, and AG Fitness; ordering of SKU codes; ensuring that all trainees are registered on AG Fitness' website and have successfully activated their SKU codes; providing MI / IT with a complete student roster at the beginning of each training; and delivering to AG Fitness training department all necessary documentation for certification purposes. No certificate will be issued if documentation is incomplete. Repeated failure to comply with administrative protocols may impact the discount on SKU codes afforded to Affiliate.
- Note: Future Website. In an effort to streamline the registration process and reduce any related Administrative Work for the Affiliate, AG Fitness is in the process of developing a new, mostly automated website as of the date of this Agreement.
- 9) **Social Media.** All trainees should be encouraged to tag / link to AntiGravity Fitness and to Affiliate's social sites when posting images of the training.
- 10) **Communication.** Affiliate **must** maintain ongoing and timely communications with AG Fitness training department to ensure trainees' certification process is managed in a timely manner. No email from AG Fitness shall go unanswered for more than one week.
- 11) **In-Person Only.** Affiliate is authorized to conduct in-person AntiGravity teacher trainings only. In-person means that trainees must be physically present in Affiliate's studio location listed in the Addendum. Virtual teacher trainings may only be conducted by AntiGravity Fitness directly.

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: **Altea Active Club Inc.**

Alexander Schlempp
Managing Partner

 (signature)
Your Name (print): Mike Nolan
Your Title: VP Operations