

ANTIGRAVITY FITNESS AFFILIATION AGREEMENT

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This AntiGravity Fitness Affiliation Agreement (this "Agreement") is entered into on **February 23, 2023**, between AntiGravity Fitness, LLC ("AG Fitness") and

Sports Club LC Owner, LLC ("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, AntiGravity 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 conduct AG Fitness Classes and Instructor Certification Courses 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 and Instructor Certification Courses will be taught.

"Certification" is the process pursuant which AG Fitness certifies that certain individuals are authorized to conduct AG Fitness Classes or deliver Certification Courses, respectively. AG Fitness is the sole and exclusive entity authorized to award Certification. Certification must be renewed every two years.

"Classes" means AG Fitness technique classes offered to the general public.

"Instructor" means a qualified person who is certified by AG Fitness to teach Classes at the Studio. Instructors must recertify every two years in order to maintain their certification.

"Instructor Trainer / Master Instructor" means any person who is qualified to deliver AG Fitness Instructor Certification Courses to prospective Instructors. Instructor Trainers / Master Instructors must recertify every two years in order to maintain their certification.

"Protocols" means a set of guidelines and instructions set solely by AG Fitness, from time to time at its own discretion, for the proper operation of the Licensed Services. Protocols are communicated by AG Fitness by email, by publication on AG Fitness' website or by other means of communication elected by AG Fitness and are issued to supplement the Training Manual.

"Teacher Trainings / Instructor Certification Courses" means AG Fitness 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 Silver Studio" that may offer AG Fitness classes and Instructor Certification Courses to the public. Affiliate may only offer AG Fitness Classes and Certification Courses 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

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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 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. Affiliate is responsible for ensuring that the room in which AG Fitness Classes and Certification Courses are conducted is properly set up and according to AG Fitness' standards. Affiliate hereby acknowledges that it has full understanding of those requirements. Additional requirements are outlined in Attachment A.

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

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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. INSTRUCTOR CERTIFICATION COURSES / TEACHER TRAININGS. The goodwill of the AntiGravity mark is highly dependent on the reputation and delivery of AG Fitness Teacher Training or Certification Courses. As such, AG Fitness considers proper organization and delivery of Certification Courses essential to its business. Affiliate is hereby granted permission to organize Instructor Certification Courses, provided it follows AG Fitness' policies and procedures with respect to Teacher Trainings, outlined in Attachment A. All Certification Courses must be approved by AG Fitness and listed on AG Fitness' website. AG Fitness reserves the exclusive right to grant or deny any request to offer Certification Courses. AG Fitness reserves the right to periodically change its policies and procedures with respect to how these courses 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 Affiliate 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. Knowingly allowing an individual to conduct a Certification Course for which the individual is not certified, is cause for immediate termination of this Agreement and potential other legal action.

9. 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. 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., #antigravityfitness; @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.

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 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

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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 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.

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 AG Fitness Classes and Certification Courses or reference AG Fitness' Marks; (ii) pay any remaining balance of any fees; and (iii) remove the AntiGravity Mark from all materials, including, but not limited to URLs, company names, Studio names. A violation of AG Fitness' Teacher Training policies and procedures or making false representations 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

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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. All amounts in this Agreement are stated in US currency.

15.7 Addenda Exhibits and Attachments. Any Addenda, Exhibits and Attachments are an integral part of the Agreement.

15.8 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 Signature page, or Addendum

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 after placed in the mail, postage prepaid, by certified mail with a return receipt requested.

[signature page to follow]

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ADDENDUM – SILVER

This ADDENDUM (“ADDENDUM”) to the AntiGravity Fitness Affiliation Agreement entered into on **February 23, 2023**, between AntiGravity Fitness, LLC (“AG Fitness”) and **Sports Club LC Owner, LLC** (“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 **02/01/2023**.
2. **Studio.** The name of the Studio where AG Classes will be held, as known to the public is **Sports Club of Las Colinas** and having a physical address at **4200 N. MacArthur Blvd, Irving, TX 75038**
3. **Setup Fee.** Setup fee requirement has been met. This is a transfer agreement from Four Seasons Resort and Club at Las Colinas, with an expiration date of 01/31/2023.
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 **\$1,000** per year. The Silver renewal is inclusive of one (1) one-year membership to AGDA. AG Fitness reserves the right to revise its terms and pricing at the time of the Renewal.
5. **AG Hammocks.** AG Hammocks can be purchased at the discounted price of **25%** off of retail per AG Hammock kit plus shipping.
6. **Training Discounts.**
 - a. **In-Person.** For In-Person Trainings held at the Studio, Affiliate shall receive a **65%** discount from AG Fitness published training fees on AG Fitness’ website.
 - b. **Virtual.** For Virtual Trainings held at the Studio where attendees follow a Master Instructor via Video Link, Provider shall receive a **40%** discount from AG Fitness published training fees on AG Fitness’ website.

AG Fitness reserves the right to adjust discount levels from time to time, to reflect current market conditions. The above discount is guaranteed for the initial term of this agreement only.

7. **General Provisions.** All general provisions outlined in paragraph 15 of the Affiliation Agreement apply to this Addendum.

[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: **Sport Club LC Owner, LLC**

Alexander Schlempp

Managing Partner

 (signature)

Name (print): *Eric Timersm*

Title: *Vice President*

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ATTACHMENT A

This ATTACHMENT A (“ATTACHMENT A”) to the AntiGravity Fitness Affiliation Agreement entered into on **February 23, 2023**, between AntiGravity Fitness, LLC (“AG Fitness”) and

Sport Club LC Owner, LLC (“Affiliate”) is an integral part of the Affiliation Agreement.

AG Fitness has spent significant amount of time, money and resources in developing its Instructor Certification Courses, also referred to as “Teacher Trainings”, and the methodology in which they are delivered. AG Fitness’ reputation as a market leader in the field of aerial yoga and fitness greatly depends on how these courses are delivered. To ensure that customers receive a consistent quality experience, the following policies and procedures have been developed. Offering AG Fitness 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 Fitness brand may be grounds for losing the privilege of offering AG Fitness Instructor Certification Courses. 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 Fitness Teacher Trainings must be knowledgeable in matters regarding AG Fitness Teacher 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. AntiGravity Hammocks must be in next to new condition (i.e. no holes or tears) and sanitized regularly. All hammocks must bear the AntiGravity 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 an IT / MI may deliver trainings. It is Affiliate’s responsibility to check with AG Fitness to ensure that an IT / MI has the proper Certifications. Affiliate may request a specific IT / MI to deliver a Certification Training Course 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. In cases where Affiliate has an IT / MI on staff, it is Affiliate’s responsibility to ensure that IT / MI only delivers those types of Certification Courses for which he / she is qualified. Allowing, or inducing an IT / MI to provide Certification Courses for which they are not qualified, is grounds for immediate termination of this Agreement. Affiliate understands that an IT / MI has specific responsibilities towards AG Fitness. Preventing an IT / MI from fulfilling those responsibilities is grounds for immediate termination of this Agreement. Affiliate may not negotiate training related compensation with IT / MI directly. However, 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 6 hours or exceed 10 consecutive

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hours. The Studio must be available for the entirety of the training. Lectures that do not involve the use of AntiGravity 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 Fitness trainings must be listed on AG Fitness' website in advance.
- 6) **Participants.** Every person attending a Training must be registered on the AG Fitness website in advance of the Training start date. No trainee shall attend a Training without prior registration. Delivering a Training to any individual without prior registration may be grounds for termination.
- 7) **AGDA.** Trainees receive a free three (3) month trial membership to AntiGravity's Digital Academy (AGDA) with each Training course. Upon expiration of the trial membership, they have the ability to subscribe by paying the appropriate membership fees.
- 8) **Administrative Work.** Affiliate understands that there is a fair amount of administration involved with the Certification process. It is Affiliate's responsibility to follow each of AG Fitness' Protocols with respect to administration requirements. Requirements include, but are not limited to, managing financial transactions between trainee, Studio, and AG Fitness; ensuring that all trainees are registered on AG Fitness' website; providing IT / MI 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 discounts afforded to Affiliate.
- 9) **Social Media.** All trainees should be encouraged to tag / link to AG 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 organized by AG Fitness.

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: Sport Club LC Owner, LLC

Alexander Schlempp

Managing Partner

 (signature)

Name (print): Eric Timersan

Title: Vice President