

ANTIGRAVITY FITNESS SILVER AFFILIATION AGREEMENT

This AntiGravity Fitness Affiliation Agreement (this "Agreement") is entered into this 27 day of APRIL, 2017 (the "Effective Date") between AntiGravity Fitness, LLC ("AG Fitness") and **The Yoga Room Limited** ("Affiliate" – specify the corporate entity).

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" (the "Marks"), which AG Fitness licenses from its parent company, AntiGravity, Inc.;

WHEREAS, Affiliate currently operates an existing studio located at **3/F, 4/F, 6/F and 16/F at Xiu Ping Commercial building, 104 Jervois street, Sheung Wan, Hong Kong** (the "Studio"), which currently offers various fitness programs including, but not limited to Yoga, Hammock Yoga, Pilates, TRX ; and

WHEREAS, Affiliate desires to offer AntiGravity 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:

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

"*General Release*" means AG Fitness's current form of general release of all claims against AG Fitness and its parents, affiliates and subsidiaries, and each of their respective members, officers, directors, agents and employees, in both their corporate and individual capacities.

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

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

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.

4. **SET UP 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 discounted initial set up fee of \$500 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. If AG Fitness terminates this



Agreement due to Affiliate's default, any remaining balance of the affiliation set up fee shall be accelerated and immediately become due and payable in full.

5. **ANTIGRAVITY HAMMOCKS.** Upon signing of this Agreement, AG Fitness will provide Affiliate with access to its Wholesale order form on <http://antigravityfitness.com/studio-login> to order its AntiGravity® Hammocks. Affiliate understands that due to the discounted license fee, the AG Hammocks will be priced at the Bronze level for the initial year of the Agreement.

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 can be renewed on a yearly basis for \$1,000 per year at the Silver level.

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 an AntiGravity certified 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, the equipment must be replaced.

7.3 **Instructors.** Affiliate understands that all individuals who serve as Instructors must successfully complete all AntiGravity certification and recertification requirements imposed by AG Fitness from time to time. AG Fitness offers certification and recertification training on a periodic basis at its training studio in New York and through certain authorized AntiGravity Training Studios designated by AG Fitness from time to time. Affiliate shall require each Instructor to provide evidence that he or she is a certified AntiGravity instructor prior to teaching any AntiGravity classes at the Studio. Affiliate shall further 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 from time to time. It is Affiliate's responsibility to ensure that Instructors only teach the courses and levels for which they hold valid certifications. Instructors receive access and membership to the AntiGravity Digital Academy complimentary for one year. In order to keep active Instructor status, they must maintain their membership.

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.

7.5 **Teacher Trainings.** Affiliate may conduct teacher trainings from the Studio, provided it shall only do so with a qualified AntiGravity® Instructor Trainer, or Master Instructor. Trainings are available to the Studio at the Silver license pricing. Affiliate shall not have a minimum requirement for hosting trainings for



the first year, but understands that upon renewal of the Silver license agreement, minimum targets may be imposed.

8. 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, such approval not to be unreasonably withheld or delayed. If approval is not provided by us within 5 business days of your request, such request is considered approved by us. 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 the Website (and all initial and modified content on the Website) and marketing activities 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 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. You agree to link back to our social media site(s) in whatever form pertains to that site (i.e., "I like" or "friend" in the case of Facebook). 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.

9. INSURANCE AND INDEMNIFICATION. Affiliate must operate and manage the Studio in full compliance with all applicable laws. 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.

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.



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. Additionally, should Affiliate decide that at the expiration of the Term it does not wish to continue offering AntiGravity classes, it may do so by providing Licensor with a 30 day written notice. Upon termination or expiration of this Agreement, Affiliate shall immediately: (i) cease to market and/or offer AntiGravity classes or reference any Marks; (ii) pay any remaining balance of the affiliation set up fee; and (iii) cease using the AntiGravity Hammocks. Licensee may go back to using its alternative Hammock apparatus and techniques at that time.

13. **DISPUTE RESOLUTION.** The parties agree to submit any claim, dispute or disagreement to mediation before a mutually-agreeable mediator prior to litigation, unless the dispute involves an alleged breach of Section 3. 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.

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. 12.4 Integration. THIS AGREEMENT 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. 12.5 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.

14.4 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, New York 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.

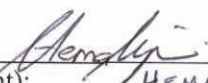
AG FITNESS:

AntiGravity Fitness, LLC, a New York limited liability company

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

AFFILIATE:

_____,
(type of corporation or individual) _____

Signature:  _____
Name (Print): HEMA MIRPURI
Its (title): DIRECTOR

