

**ANTIGRAVITY FITNESS AFFILIATION AND TRADEMARK
DISTRIBUTION AGREEMENT - GOLD
(NON-EXCLUSIVE)**

This AntiGravity Fitness Affiliation Agreement (this “Agreement”) is entered into this 15 day of June, 2018 between AntiGravity Fitness, LLC (“AG Fitness”) and Athleticum Ltd / Morelli Enterprises Ltd, 24 Ives Street, London SW3 2ND, United Kingdom, (“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 desires to offer AntiGravity Teacher Trainings to the public at AntiGravity Affiliated Silver studios in the Territory, 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.

“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.

“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.

“Sub-licenses” means the offering and selling of AntiGravity Affiliation agreements.

“non-exclusive” means no other Gold license agreements will be awarded to third parties within the Territory. However, AG Fitness reserves the right to enter into direct relationships with others.

“Territory” means The United Kingdom and the Republic of Ireland

2. APPOINTMENT AS AFFILIATE. Solely during the Term, AG Fitness hereby appoints Affiliate as an authorized “AntiGravity Gold Affiliate” that may offer AntiGravity trainings to the public. Affiliate may offer AntiGravity trainings from its own location, governed by a separate Affiliation Agreement, or any other Silver Affiliated Studios in the Territory. Trainings at any non-Silver location require the written approval by 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. LICENSE FEE. Affiliate agrees to pay AG Fitness an initial license fee according to the terms and conditions set forth in the ADDENDUM and which is due and payable upon execution of this Agreement. The license 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. Affiliate may only allow Trainings to happen in Studios that

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are outfitted exclusively with AG Hammocks. Allowing a training to occur in a studio that does not have all AG Hammocks is grounds for immediate termination of this 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 renews automatically on an annual basis. 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 ensuring that the room in which 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 agrees to ensure that all AntiGravity Hammocks are clean and in good condition.

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. Before admitting a person into an AG Training Affiliate shall require each CAGI to a) register on AG Fitness' website (for new CAGI's); or b) provide evidence that he or she is certified and has 'active' status prior to attending continued, or advanced trainings. Active CAGIs are listed on AG Fitness' website. CAGIs maintain active membership status on the AntiGravity Digital Academy (AGDA) by paying a yearly membership fee.

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 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. SUB-LICENSING. Every studio that offers AntiGravity classes to the public must execute a license agreement ("Affiliation Agreement") with AG Fitness that outlines the terms and conditions for that studio. In the Territory only, Affiliate has the non-exclusive right to solicit prospective studios on AG Fitness' behalf. In cases where Affiliate successfully enlists a new Affiliate, Affiliate shall be compensated on a commission base, as outlined in ADDENDUM A. For those new studios, for which Affiliate receives compensation, Affiliate is responsible to ensure that the new studio stays in compliance with the terms of the Affiliation Agreement. In countries where English is the primary language of business, AG Fitness shall issue all contracts to prospective studios. In countries, where English is not the primary language used in business, Affiliate shall provide the prospective studio with a dual language agreement whereby the English language version is set side by side with the local language version. All agreements, including special provisions that are not part of AG Fitness' standard agreement, must be approved by AG Fitness. All agreements must be signed by an officer of AG Fitness. This Affiliation agreement does not grant Affiliate the right or legal authority to sign agreements.

10. MARKETING. On a yearly basis, Affiliate shall provide AG Fitness with a marketing plan which outlines a marketing strategy for the AG Fitness products. It must include at minimum major initiatives, quantifiable goals and a budget. Affiliate agrees to include the AntiGravity logo and information on its website and any other materials that Affiliate's offerings. The inclusion of the AntiGravity brand on Affiliate's site must be done no later than 30 days after execution of this agreement. All of Affiliate's marketing relating to AntiGravity 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

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promotional materials do not infringe upon the intellectual property rights of others. Before Affiliate uses them, AG Fitness 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. Affiliate may operate a Website featuring AntiGravity Fitness and market AntiGravity 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 AG Fitness' Website from any Website that Affiliate establishes relating to AntiGravity Fitness. Affiliate may not register a domain name that includes the word "AntiGravity" (in English or local language) or any confusingly similar variation thereof. We encourage the marketing of AntiGravity classes and trainings through social media sites. Although Affiliate does not need AG Fitness' prior approval of materials it posts through social media sites, AG Fitness may disapprove of any such content at any time. All social media posts must link to or tag AntiGravity Fitness. Affiliate may not post any of AG Fitness' proprietary, confidential or copyrighted material or information on the Website or any social media site without prior 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.

11. 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.

12. 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.

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

14. 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 license 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.

15. DISPUTE RESOLUTION. The parties

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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.

16. GENERAL PROVISIONS.

16.1 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.

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

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

16.4 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.

16.5 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.

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

AFFILIATE: To the Studio address listed in the Recitals

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

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

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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:

AntiGravity Fitness, LLC, a New York limited liability company

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

AFFILIATE:

Athleticum Ltd / Morelli Enterprises Ltd.

Signature: 
Name (Print): Sarah Morelli
Its (title): Director

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ADDENDUM – GOLD (non-exclusive)

This ADDENDUM (“ADDENDUM”) to the AntiGravity Fitness Affiliation Agreement entered into on the ___ day of ____, 2018 between AntiGravity Fitness, LLC (“AG Fitness”) and **Athleticum Ltd / Morelli Enterprises Ltd, 24 Ives Street, London SW3 2ND, United Kingdom**, (“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. **License Fee.** Affiliate agrees to pay AG Fitness a license fee of \$5,500 which is due and payable in full upon execution of this Agreement. The license fee is earned in full and is not refundable.
2. **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 \$2,000 per year. Affiliate shall notify AG Fitness of its intent to renew no less than 90 days prior to the expiration of the Term.
3. **AntiGravity Hammock Pricing.** Affiliate shall receive a 25% discount on AntiGravity’s retail price of the AG Hammock kit. Should Affiliate fall short of the minimum purchase requirements, set out below, Affiliate’s discount shall decrease to 20%. One kit is comprised of: 1 AG branded piece of fabric, 2 choke loops, 2 daisy chains, 4 carabiners.

Minimum AG Hammock Purchases. Affiliate shall purchase no less than 50 AntiGravity Hammock kits for the Term. This requirement shall be subject to increases based on current market conditions at the time of renewal of the agreement.

4. **SKU Code Pricing.** SKU codes are priced at a 75% discount from AntiGravity’s published training fees, listed on AG Fitness’ website at https://antigravityfitness.com/training_programs. Excluded from this are Instructor Training Courses, which are charged at full retail. AG Fitness reserves the right to adjust SKU code pricing from time to time, to reflect current market conditions. The above discount is guaranteed for the initial term of this agreement only.

Minimum SKU Code Purchases. Affiliate shall purchase no less than \$3,000 worth of SKU codes per calendar quarter. All payments and orders must be made in advance of the quarter. SKU codes have an expiration date that coincides with the expiration of this agreements term. This requirement shall be subject to adjustments based on market conditions at the time of renewal of the agreement.

5. **Sub-Licensing.**
 - a. **Bronze:** With the purchase of a minimum of 6 AntiGravity Hammocks at full retail price, Bronze Affiliation Agreements shall be offered at no cost. All AntiGravity Hammocks must be purchased at the time the Affiliation Agreement is signed. Locations that already have AntiGravity Hammocks at the time they sign an Affiliation Agreement shall be charged

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\$500 (Five Hundred US Dollars), all of which shall be to the benefit of Affiliate. Renewal fees are to the sole benefit of AG Fitness.

- b. Silver: Affiliate shall offer Silver Affiliation Agreements at \$3,500. In certain circumstances, and at the discretion of Affiliate's commercial interest, Affiliate may offer certain Silver Affiliates more favorable terms. In those circumstances, Affiliate is required to notify AG Fitness in writing in advance of making such offer. In all instances, for each new Silver Affiliation Agreement that is successfully executed, and as a result of Affiliate's sales efforts, AG Fitness receives the first \$2,000. Renewal fees are to the sole benefit of AG Fitness.

Affiliate is required to sign up no less than 2 Silver Affiliates and no less than 6 Bronze Affiliates during the Term. This requirement shall be subject to increases based on market conditions at the time of renewal of the agreement.

Please refer to paragraph 9 of this Affiliation Agreement for additional Terms. Affiliate is specifically prohibited from entering into any separate (non-Affiliation) Agreements with respect to AntiGravity related business, that has not been approved by AG Fitness.

6. **General Provisions.** All general provisions outlined in paragraph 16 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)

Name (print): Sarah Morelli
Title: Director

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ATTACHMENT A

This ATTACHMENT A (“ATTACHMENT A”) to the AntiGravity Fitness Affiliation Agreement entered into on the ___ day of _____, 2018 between AntiGravity Fitness, LLC (“AG Fitness”) and **Athleticum Ltd/Morelli Enterprises Ltd, 24 Ives Street, London SW3 2ND, United Kingdom**, (“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.
- 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.
- 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

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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.
- 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.

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



Name (print): Sarah Morelli
Title: Director