

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

This AntiGravity Fitness Affiliation Agreement (this "Agreement") is entered into between AntiGravity Fitness, LLC ("AGF") and Navi co., ltd. ("Affiliate") on January 01, 2023.

RECITALS

WHEREAS, AGF 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 AGF licenses from AntiGravity, Inc.;

WHEREAS, AGF owns the ANTIGRAVITY trademark in Japan, registration #5657912;

WHEREAS, AGF licenses its marks to fitness facilities;

WHEREAS, Affiliate desires to act as representative for AGF in the Territory by: a) organizing local, in-person AGF Teacher Trainings; b) selling AntiGravity Hammocks; and c) sublicensing the Marks to studios / facilities;

WHEREAS, AGF 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. UNDERSTANDING. The Parties are entering into this Agreement with the understanding that its economic components are negotiated as a result of the COVID-19 pandemic. The Term of this agreement is purposefully limited to one year to give the Parties the opportunity to assess market conditions. The financial terms have been significantly reduced to minimize risk and encourage investment by Affiliate.

2. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

"*AntiGravity Room*" means each room in a

Studio in which AntiGravity Hammocks will be installed and AntiGravity classes and teacher trainings will be taught.

"*Classes*" means AntiGravity technique classes offered to the general public and which follow AGF's curriculum as outlined in instructor manuals.

"*Certification Course / Teacher Training*" means AGF certification courses offered to individuals who, upon successful completion of that training will be awarded a certification to offer Classes to the public. AGF controls all aspects of Certification and Certification courses, including the terms for maintaining such certification. Affiliate may not alter any aspect of Certification Process or the rules pertaining to Certification without the written consent from AGF, which may be withheld at its sole discretion.

"*Effective Date*" means the date of this Agreement as set forth in the Addendum.

"*Instructor*" means any certified and qualified person who teaches AntiGravity Classes at the Studio.

"*Instructor Trainer / Master Instructor*" means a person who is certified and qualified to deliver AntiGravity Certification Courses to prospective Instructors.

"*Exclusive*" means that AGF will not enter into a Gold Agreement with other parties within the Territory. However, AGF retains the right to enter into direct relationships with third parties, such as multi-national brands with presence in the Territory. AGF retains the right to provide any and all services in the Territory in those instances where Affiliate is unwilling or unable to provide AGF products or services in a timely manner.

"*Sub-licenses*" means the offering and selling of AntiGravity Affiliation agreements to studios and facilities in the Territory.

"*Territory*" means **Japan**

3. APPOINTMENT AS AFFILIATE. Solely

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during the Term, AGF hereby appoints Affiliate as an authorized "AntiGravity Gold Affiliate". A Gold Affiliate is AGF's business representative in the Territory. Its responsibilities include a) organizing and promoting AntiGravity Certification Courses; b) soliciting and recruiting studios to become AntiGravity Affiliates; c) promoting and selling AntiGravity Hammocks; and d) actively promoting the AntiGravity brand.

4. **MARKS.** AGF is the owner of the Marks. This agreement gives Affiliate the right to exploit the Marks only as set forth in this Agreement, including the right to identify itself as the brand's representative in the Territory. Sales data, including but not limited to customers, agreements, demographic information, and databases which is acquired through the use of the Marks, shall be made available to AGF at the time it is acquired by Affiliate, and upon request.

4.1 **Authority.** The AGF website is the sole authority with respect to its system, including, but not limited to the listing of certified instructors and the listing of affiliated studios. While Affiliate may operate its own, Japanese language website according to paragraph 11, it may not maintain a database that is substantially different from AGF.

4.2 **Enforcement.** AGF gives Affiliate limited authority to pursue legal actions toward trademark violations related to the mark in the Territory. However, any legal action brought by Affiliate on behalf of AGF is subject to AGF's prior review and written approval. AGF explicitly reserves the right to approve or disapprove any legal action in its sole discretion. For the avoidance of doubt, no legal action may be pursued on behalf of AGF without prior written permission from AGF. Any recovery or settlements, including but not limited to compensation for damages sustained, after Affiliate's pleading or legal action pursuing towards the third party, shall be shared, 60% to Affiliate and 40% to AGF, after disbursement of mutually approved legal fees. Unless previously agreed to in writing, any legal actions, procedures, tax, and registration fees shall be paid by Affiliate.

5. **LICENSE FEE.** Affiliate agrees to pay AGF a license fee according to the terms and conditions set forth in the ADDENDUM. The license fee is earned in full upon execution of this Agreement and is not refundable under any circumstances.

6. **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 Certification Courses, and related Trainings, may only be taught on AntiGravity Hammocks. Affiliate may only allow Certification Courses and related Trainings to happen in Studios that are outfitted exclusively with AG Hammocks. Allowing a Certification Course, or related Training to occur in a studio that does not have all AG Hammocks is grounds for immediate termination of this Agreement.

7. **TERM AND RENEWAL.** The Term of this Agreement is for **one (1)** year. Provided that all material components of this agreement have been met, the parties agree to negotiate the terms for a renewal according to the ADDENDUM.

8. **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.

8.1 **AntiGravity Room for Trainings.** Affiliate is responsible for ensuring that the room in which Trainings are conducted is set up according to AGF's standards. Affiliate hereby acknowledges that it has full understanding of those requirements.

8.2 **AntiGravity Hammocks.** Affiliate shall maintain a database of all Affiliated Studios, their AntiGravity Hammock count and, if available, the date the AG Hammocks were purchased. Such database shall be shared with AGF on a regular basis. Affiliate shall ensure and enforce that AG Hammocks are not used beyond their expiry date. AG Hammocks and its components require replacing after 2 years / 1000 classes, whichever comes first.

8.3 **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 AGF from time to time. Before admitting a person into an AGF Training Affiliate shall require each CAGI to a) register on AGF's website (for new CAGI's); or b) ensure that he or she is holds a valid AGF certification prior to attending continued, or advanced trainings. Active CAGIs are

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listed on AGF's website. In order to maintain a valid certification, each CAGI is required to maintain active membership status on the AntiGravity Digital Academy (AGDA) by paying a yearly membership fee and may be required to participate in a periodic refresher course.

9. TEACHER TRAININGS. The goodwill of the AntiGravity mark is highly dependent on the reputation and delivery of AGF Teacher Trainings and Certification Courses. As such, AGF considers proper organization and delivery of trainings as essential to its business. Affiliate is granted permission to organize teacher trainings and certification courses provided it follows AGF's policies and procedures with respect to Trainings, outlined in ATTACHMENT A. AGF is the sole authority in granting certification. AGF reserves the exclusive right to grant or deny any request for a Teacher Training if it has knowledge that such a training is not being delivered according to its standards. AGF reserves the right to periodically change its policies and procedures with respect to the certification process. While AGF will make best efforts to keep Affiliate abreast of any such changes, 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.

10. SUB-LICENSING. Every studio that offers AntiGravity classes to the public should be encouraged to execute an Affiliation Agreement with AGF that outlines the terms and conditions for that studio. Affiliate has the obligation to solicit prospective studios on AGF's behalf. In countries where English is the primary language of business, AGF 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 AGF's standard agreement, must be approved by AGF. A copy of executed agreements must be provided to AGF.

11. MARKETING. Affiliate agrees to include the AntiGravity logo and relevant information about its Affiliation status on its website and any other materials

that identify fitness services it offers. The inclusion of the AGF brand on Affiliate's site must be done no later than 30 days after the Effective Date. All marketing relating to AGF must be completely factual and conform to the highest standards of ethical advertising and comply with all applicable laws. Affiliate must ensure that advertisements and promotional materials do not infringe upon the intellectual property rights of others. All advertising and marketing shall bear the AntiGravity mark and be clear to identify AntiGravity. Affiliate may operate a Website featuring AGF and market AGF on the Internet as long as AGF approves all initial and modified content and marketing activities related to AGF prior to publication or use. Affiliate agrees to provide a link to AGF's Website from any Website that it establishes relating to AGF and to clearly identify that AGF's website is the sole authority with respect to its Certification and Affiliation business. Affiliate may not register a domain name that includes the word "ANTIGRAVITY" (in English or local language) or any confusingly similar variation thereof without AGF's written consent. Within 10 days of expiration or termination of this Agreement Affiliate must surrender to AGF any URLs that were registered and contain AGF's Mark. We encourage Affiliate to market AGF classes and Trainings through social media sites. Although Affiliate does not need AGF's prior approval of materials it posts through social media sites, AGF may disapprove of any such content at any time. All social media posts must link to or tag AGF. Affiliate may not post any of AGF's proprietary, confidential or copyrighted material or information on the Website or any social media site without AGF's prior permission. AGF 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.

12. INSURANCE / INDEMNIFICATION. Affiliate must operate and manage its business in full compliance with all applicable local laws. For the protection of both parties, Affiliate must obtain and maintain commercially reasonable liability insurance with respect to its AGF business. Where applicable, the insurance policy must: (i) name AGF as additional insured; (ii) contain a waiver by the insurance carrier of all subrogation rights against AGF; and (iii) provide that AGF receive ten (10) days prior written notice of the termination, expiration, cancellation or modification of the policy. Affiliate agrees to indemnify AGF and its owners, officers and directors and hold them harmless

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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 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.

13. 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." AGF 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, AGF will not provide Affiliate with any assistance in connection with the business conducted by Affiliate. AGF will not provide Affiliate with a marketing plan (whether suggested, recommended or required). AGF does not represent that Affiliate will earn any income from the business conducted pursuant to this Agreement.

14. ASSIGNMENT. AGF has the unrestricted right to transfer this Agreement without notice to Affiliate. Affiliate may assign this Agreement only with AGF's prior written consent, which may be withheld in its commercially reasonable judgment. AGF's consent to a transfer may also be conditioned on satisfaction of commercially reasonable transfer conditions.

15. CONFIDENTIALITY / NON-COMPETITION. Affiliate acknowledges that AGF's Intellectual would not be acquired except through implementation of this, and previously issued Agreements. Affiliate agrees that, during the term of this Agreement and for a period of three (3) years thereafter. Affiliate will not, directly or indirectly, for its own benefit or as agent for another party, use any Proprietary Information to carry on or participate in the ownership, management or control of, or be employed by, or serve as director of, or consult for, or license or provide know-how to, or otherwise render services to, or allow AGF's name or reputation to be used in or by, any other present or future business enterprise that competes with AGF,

its subsidiaries or affiliates in any of the lines of business in which AGF or affiliates are then engaged regarding bodyweight-based movement and training systems using a hammock. Affiliate acknowledges and agrees that due to the unique nature of the Proprietary Information, any breach of this agreement would cause irreparable harm to AGF for which damages are not an adequate remedy and that Company shall therefore be entitled to equitable relief in addition to all other remedies available at law. **Proprietary Information.** Proprietary Information includes, but is not limited to financial information, current and anticipated marketing plans and strategies, specific know-how related to the execution of AGF's programs and techniques, rigging concepts, and equipment development. New concepts, whether developed by AGF alone, or together with Affiliate remain the intellectual property of AGF. **Employees and Others Associated with Affiliate.** Affiliate must ensure that all of its employees, officers, directors, partners, members, independent contractors, and other associates, who may have access to AGF's Proprietary Information, comply with the terms of this non-competition provision. Affiliate must immediately notify AGF of any breach that comes to Affiliate's attention. This paragraph survives the Term of this Agreement.

16. 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 AGF or reference any Marks; and (ii) pay any remaining balance of the affiliation license fee. A violation of AGF's Certification and or Teacher Training policies and procedures or making false representations in the sub-licensing process will result in immediate termination without recourse.

17. 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 AGF 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

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AGF 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.

18. GENERAL PROVISIONS.

18.1 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.

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

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

18.4 Integration. THIS AGREEMENT, ITS ADDENDUM AND ATTACHMENT 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.

18.5 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.

18.6 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 address listed on the Signature page.

AGF: 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.

18.7 US Currency / Withholdings for Taxes / Payments. All amounts in the Agreement are in US currency. Any payments from Affiliate to AGF shall be paid without withholding or deduction for any taxes, tariffs, duties, assessments, fees or other governmental charges imposed or levied by or on behalf of any jurisdiction or taxing authority. It is Affiliate's responsibility to find out if a tax treaty regarding double taxation between the US and Affiliate's Territory exists. In the event it does, it is Affiliate's responsibility to comply with any necessary filing requirements.

[signature page to follow]

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(GOLD)

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized as of the Effective Date.

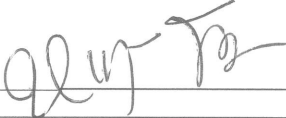
AGF:

AntiGravity Fitness, LLC, a New York limited liability company

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

AFFILIATE: Navi co., ltd.

3-6-3 Takaban, Meguro-ku
Tokyo, 152-0004
Japan

Signature:  _____
Name (Print): _____
Its (title): _____

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ADDENDUM – GOLD

This ADDENDUM (“ADDENDUM”) to the AntiGravity Fitness Affiliation Agreement entered into between AntiGravity Fitness, LLC (“AGF”) and Naví co., ltd. (“Affiliate”) is an integral part of the Affiliation Agreement, dated January 01, 2023.

WHEREAS, if there is an inconsistency between the Affiliation Agreement and the ADDENDUM, this ADDENDUM shall be the valid version.

1. **Effective Date.** The Effective Date of this Agreement shall be **January 1, 2023**.
2. **License Fee.** Affiliate agrees to pay AGF a license fee of \$65,000 which is due and payable as follows:
 - a. \$25,000 due upon signing of this agreement, but no later than March 17, 2023
 - b. \$25,000 due by April 1, 2023
 - c. \$15,000 due by May 1, 2023

The license fee in its entirety is earned in full and is not refundable.

3. **Renewal / New Agreement.** This Agreement is limited in scope due to ongoing economic difficulties resulting from the COVID-19 pandemic. Provided that all material components have been met, the Parties agree to negotiate in good faith a new agreement, subject to the following conditions and agreed upon timeline:
 - a. By June 1, 2023, Affiliate shall provide AGF with a marketing and business plan, including financial projections, for 2024.
 - b. The Parties agree to enter into a new Agreement by September 1, 2023
4. **Minimum Requirements.** Not applicable.
5. **Hammock Pricing.** Affiliate’s price for an AntiGravity Hammock kit (2 carabiners, 2 daisy chains, 2 choke loops, 1 fabric) is \$230. All shipping and local import or sales taxes are the responsibility of Affiliate.
6. **AGF Training Pricing.** Affiliate shall have access to an unlimited amount of training SKU codes for in-person, local Certification Courses offered in the Territory, provided it complies with all protocols governing AGF’s Courses, as outlined in ATTACHMENT A. Any violation of these protocols will result in the forfeiture of the unlimited nature in this paragraph, in which case, each SKU code will be charged at 33% of the retail value of that Course. The retail value of AGF’s Certification Courses can be found on the AGF website. All SKU codes must be used within the Term. Any unused SKU codes expire at the end of the Term.
7. **AGDA Renewals.** Affiliate shall have access to unlimited amount of AGDA renewals for Instructors maintaining a permanent address in Japan. No one person may be renewed for a duration of more than one year, or beyond an expiration date of 2024. The rules and policies governing AGDA subscriptions and / or Certification requirements for instructors remain at the discretion of AGF.

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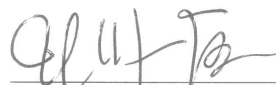
8. **Sub-Licensing.** Affiliate shall have the unlimited ability to sub-license studios in the Territory. It is a requirement that Affiliate provide to AGF detailed information about all studios, including but not limited to its name, location, and management contacts, within 10 business days of any change. Affiliate shall request approval for any new studio at least 10 days in advance of such studio offering AGF products or services or using the Mark. Any failure to request approval or provide AGF with timely information, will result in the forfeiture of the unlimited nature in this paragraph, in which case Affiliate shall pay to AGF at minimum the following fee schedule:
- a. Silver Affiliate: \$3,500
 - b. Bronze Affiliate: \$1,000
9. **Modification of AGF's policies and rules.** Affiliate shall follow and adhere to AGF's policies and rules with respect to requirements regarding training, certification, sub-licensing, and any other commercial area of business. If Affiliate wishes to change, modify, or alter in any way, AGF's policies and rules it must first obtain AGF's written approval. AGF has the right to deny any requests if they contradict or otherwise are in conflict the policies and rules then in effect. In cases of policy discrepancies, AGF shall have the right to make the final determination.
10. **Affiliate's Responsibility to Provide Information.** Affiliate is required to provide to AGF the following information:
- a. Complete and accurate list of studios which offer AGF products and services in Japan. This list to include: past and current studios; opening and (if applicable) close dates; address; type of license purchased; services they purchase from Affiliate, to include training provided, AG Hammocks, instructor staffing;
 - b. Copies of all communications with AGF instructors and studios in their original format and language; to include past, present, and future, as currently planned;
11. **General Provisions.** All General Provisions outlined in the General Provisions section 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.

AGF:

AFFILIATE: Navi co., ltd.

Alexander Schlempp
Managing Partner

 (signature)

Name (print):
Title:

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**ATTACHMENT A
AntiGravity Teacher Training Policies and Procedures**

This ATTACHMENT A (“ATTACHMENT A”) to the AntiGravity Fitness Affiliation Agreement entered into between AntiGravity Fitness, LLC (“AGF”) and Navi co., Ltd. (“Affiliate”) is an integral part of the Affiliation Agreement, dated January 01, 2023.

AGF has spent significant amount of time and resources in developing its Teacher Training courses and the methodology in which they are delivered. AGF’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. Violations of these policies and procedures or any other action that negatively impacts the customer experience with the AGF brand may be grounds for immediate termination. Due to the ever-evolving nature of the market, AGF reserves the right to periodically update these policies and procedures. Any updates will be posted on AGF’s website or communicated to Affiliate via electronic mail.

- 1) **Staff.** All persons who are in a position to answer prospective trainees’ inquiries about AGF Trainings must be knowledgeable in matters regarding AGF 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.
- 3) **AG Hammocks.** 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 AGF. The studio must be temperature controlled, provide ample ventilation and outfitted with a mirror and a sound system. It is Affiliate’s responsibility to periodically inspect that the host Studio for a Training complies with these guidelines and all other provisions outlined in the Affiliation Agreement.
- 4) **Instructor Trainers (IT) / Master Instructors (MI).** Only a(n) IT / MI may deliver Trainings. It is Affiliate’s responsibility to check with AGF to ensure that a(n) IT / MI has the proper credentials.
- 5) **Schedule.** Affiliate must provide AGF with a detailed list of all Certification Courses or related Trainings it intends to hold, with no less than 10 days’ advance notice. Under no circumstance shall Affiliate advertise or promote a Course / Training prior to having notified and received approval from AGF. Any schedule changes / deviation from AGF’s prescribed way of delivering Trainings must be approved by AGF’s training department in advance, and in writing.
- 6) **SKU Codes.** No person may attend a Certification Course or related Training without AGF’s authorization. Presently, such authorization is provided by a unique SKU code. In order to provide trainees with access to AntiGravity’s Digital Academy (“AGDA”), Affiliate shall ensure that each trainee has registered on AGF’s website.

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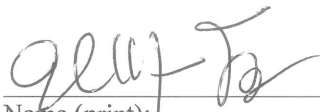
- 7) **Administrative Work.** Affiliate understands that there is a fair amount of administration involved when delivering an AGF training. It is Affiliate's responsibility to follow each of AGF's protocols with respect to the administration requirements. A certificate will only be issued to a trainee if documentation is complete. Repeated failure to comply with administrative protocols may impact the discount on SKU codes afforded to Affiliate.
- 8) **Communication.** Affiliate must maintain ongoing and timely communications with AGF's training department to ensure trainees' certification process is managed in a timely manner. No email from AGF 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.

AGF:

Alexander Schlempp
Managing Partner

AFFILIATE: Navi co., ltd.

 (signature)

Name (print):
Title: