

## **LEGAL CONTRACT BETWEEN GYM AND FITUAL**

This legal contract (the "Agreement") is made and entered on the date indicated during registration by the company specified during registration (the "Gym"), provided that it is represented in accordance with the legal principles of representation and Fitual, with a business address at Rzeszów, al. Piłsudskiego 17/4, postal code: 35-074, Poland (the "App").

### **RECITALS**

WHEREAS, the Gym provides fitness services to its customers; and

WHEREAS, the App provides a platform for its users to access fitness services through the App; and

WHEREAS, the Gym and the App have agreed to cooperate in order to provide the App's premium users with discounted one-time entrances to the Gym.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the parties agree as follows:

### **ACCESS TO THE GYM**

The Gym shall grant App's premium users a one-time entrance to the Gym for an agreed fee that is present in the App. One-time entrance pass - a pass that allows the user to access partner venues at discounted prices, can be issued multiple times a day to multiple different venues, and is valid 24 hours. If the Gym already offers one-time entries, then the one-time entry price offered by the Gym to App's premium users should be lower than the standard price of one-time entry offered by the Gym.

### **USER PASSES**

The App's premium users can access the Gym by issuing a pass on the App. The pass shall contain the user's name, surname, one-time entry code, and expiry date. The expiry date shall be 24 hours from the time of the pass issue.

### **IDENTITY VERIFICATION**

The partner location is obliged to verify the identity of the user upon entrance to the Gym and shall request a valid government-issued identification document to confirm the user's identity.

### **PAYMENT**

The user shall pay a fixed fee that was listed in the App. The Gym shall accept the user for a one-time entrance for the agreed fee.

### **PARTNER ADMIN PORTAL**

Upon signing this Agreement, the Gym shall be given access to a partner admin portal provided by Fitual. The partner admin portal shall allow the Gym to access and manage user-related data, including but not limited to pass issuance, user information, and pass expiration dates. The Gym shall be responsible for maintaining the confidentiality and security of the user-related data obtained through the partner admin portal and shall use such data solely for the purposes of providing fitness services to the App's premium users.

### **ADDITIONAL FEATURES**

The app reserves the right to develop and release additional features over time, which can enhance the user experience and benefit the gym. The gym may choose to participate in the use of these features. The app will provide the gym with prior notice of any new features and their associated costs before they are

released. However, the gym is under no obligation to use or pay for these additional features if it chooses not to do so.

### **CONFIDENTIALITY**

The parties agree to keep confidential all information received from each other in connection with this Agreement and not to disclose such information to any third party.

### **LIMITATION OF LIABILITY**

Fitual shall not be liable for any damages or losses, including but not limited to direct, indirect, incidental, special, or consequential damages or losses, arising out of or in connection with the use of the Gym facilities by the App's premium users. The Gym shall be solely responsible for any damages or losses caused by the user and shall indemnify and hold Fitual harmless from any claims, damages, or losses arising out of or in connection with the user's use of the Gym facilities.

### **TERM AND TERMINATION**

This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon written notice to the other party. Upon termination of this Agreement, all obligations and liabilities of the parties shall cease, except for those obligations and liabilities that by their nature survive termination. If additional services or functionalities are introduced in the App, the parties agree that they wish to use these functionalities. The Gym may express the will to use, in particular, by using new functionalities as part of current activities. The introduction of new functionality may involve the need to accept the regulations or update them as to the App itself. Lack of consent to use the new functionality may result in the necessity to terminate the cooperation if this functionality is inextricably linked with the key functions of the App.

### **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Poland. Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Poland. This Agreement is between Fitual and the Gym, and nothing in this Agreement shall create any partnership, joint venture, agency, or employment relationship between the parties. This Agreement is a business-to-business (B2B) agreement and neither party shall have any liability to the other party's customers, clients, or end-users.

### **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

### **AMENDMENT**

This Agreement may be updated from time to time. The Gym will be informed electronically about the App update each time. Continued use of the App will be understood as acceptance of the amended terms and conditions - effective within 30 days of receipt.

### **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Both parties confirm that the contract has been accepted and signed by a person authorized to legal representation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

### **TERMINATION FOR CAUSE**

Either party may terminate this Agreement for cause upon written notice to the other party if the other party breaches any material provision of this Agreement, and such breach remains uncured for a period of thirty (30) days after receipt of written notice of such breach from the non-breaching party. Material breaches shall include but not be limited to failure to verify user identities, misuse of user data, or any other violation of applicable law.