

Perfect Gym System

Terms of Professional Services

These Terms of Services (the "**Terms**") set out the general terms and conditions for the provision of Professional Services (as defined below) by Perfect Gym Solutions S.A. with its registered office in Warsaw, at ul. Franciszka Klimczaka 1, 02-797 Warsaw, registered in the Register of Business Entities kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the KRS (National Court Register) under number: 0000540912, NIP (Tax ID): 9512387811, ("**Perfect Gym**" or "**We**", "**Our**" or "Us"), for the benefit of any person (entity) carrying on business in the fitness industry who plans to enter into or has entered into an agreement for the provision of Professional Services with Perfect Gym ("**Customer**" or "**You**" or "**Your**").

Perfect Gym and the Customer shall be referred to collectively as the "**Parties**", and individually as a "**Party**".

1. Definitions

1.1 The terms listed below shall have the following meanings:

- a) "**Acceptance**" means the confirmation of proper performance of the Professional Services under the Agreement by Perfect Gym.
- b) "**Agreement**" means the agreement between the Parties for the provision of the Professional Services, the content of which is set out in these Terms and the Offer accepted by the Customer.
- c) "**Amendment**" means an agreement by the Parties in the course of providing the Services or Online Services, leading to a change in the scope of the Professional Services provided to date or a change in the scope of the Online Services being provided (which requires work to be carried out as part of the Professional Services).
- d) "**Business Day**" means any day from Monday to Friday, except weekends and public holidays at the location where the Professional Services are provided, unless otherwise specified in the Offer.
- e) "**Confidential Information**" means any data and information obtained by the Parties in connection with the conclusion or the performance of the Agreement, as well as any other financial, commercial, technical or organisational information. Confidential Information shall mean any material expressed in speech, writing, image, drawing, sign, sound or contained in a digital file, device, instrument or other object, as well as expressed in any other way.
- f) "**Data Controller**" means the entity determining the purposes and means of processing Personal Data.

- g) **“Definition of Done”** means the criteria for the Customer to verify the Professional Services and make an Acceptance, as specified for the purposes of the Onboarding services, or analytics services, or the Offer.
- h) **“e-Signature”** means a technical tool chosen by Perfect Gym to validate the submission of the statements specified in these Terms and to confirm their authenticity.
- i) **“Force Majeure”** means the circumstances described in section 17.1 below.
- j) **“HyperCare Service”** means a type of Professional Services provided during Onboarding where the Customer is concurrently supported by both implementation consultants and technical assistance consultants. The service begins after the Production Go-Live and lasts two weeks. As part of the service, consultants support the Customer in the operational use of the system.
- k) **“Initial Implementation Support (Onboarding)”** means a type of Professional Services where the Customer has accessed the Online Service for the first time and is additionally provided with consultation and training on its use.
- l) **“Milestone”** means a deadline for completion of a specific part of the Professional Services, as specified in the Agreement.
- m) **“Offer”** means a document (or documents, including appendices to the Offer), prepared by Perfect Gym, specifying at least the scope, dates and commercial terms and conditions for the provision of Professional Services to the Customer - the acceptance of which by the Customer leads to conclusion of the Agreement.
- n) **“Premier Success Plan” or “PSP”** means a type of Professional Services as a subscription that transform traditional technical support for Online Services by providing personalized services, resources, and expert guidance aimed at helping achieve Online Services implementation goals. PSP provides direct access to Perfect Gym experts to help with daily challenges, configuration tasks, and training.
- o) **“Production Go-Live”** means the production go-live of the Online Services and the solutions provided under the Professional Services.
- p) **“Online Services”** means Perfect Gym services consisting in providing Perfect Gym IT solutions on a 'as a Service' basis, the terms of which are available at: <https://www.perfectgym.com/en/terms>
- q) **“Personal Data”** means any information relating to an identified or identifiable individual; an individual is identifiable if they can be directly or indirectly identified, especially by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual.
- r) **“Professional Services”** means the services provided and performed by Perfect Gym for the Customer under the Agreement, in accordance with the Terms, for the purpose of preparing or optimising the use of the Online Services; including the services indicated in section 2.1 below.
- s) **“System Administrator”** means the person appointed by You to liaise with Perfect Gym and having the powers and duties in relation to the Professional Services as set out in the Terms.
- t) **“Team”** means the employees and persons engaged under civil law contracts (including self-employed individuals) delegated by a Party to work in connection with the performance of the Professional Services.

1.2 When used in the Offer, the aforementioned terms shall have the meanings given above - unless separately defined in the Offer (including any appendices thereto).

2. Introduction, structure and conclusion of the agreement

2.1 As Perfect Gym, in order to render the use of the Online Services as convenient and effective as possible for the Customer, We provide the Customer with Professional Services comprising:

- a) analytics work and design;
- b) feasibility analysis;
- c) initial implementation support (Onboarding);
- d) implementation (including relevant configuration and parameterisation work), integration and installation services;
- e) delivery and installation of hardware equipment (peripherals) - in selected countries (and from selected manufacturers);
- f) migration management;
- g) training;
- h) HyperCare Service;
- i) Premier Success Plan (PSP);
- j) preparation of dedicated functionalities.

2.2 We will provide Professional Services to You in the scope specified in the Offer accepted by Yourself.

2.3 To enquire with Perfect Gym about Professional Services You may contact Your account manager or support department, available at <https://kb.perfectgym.com/article/how-contact-perfect-gym-support-team> (if You are already using Our services or are Our former customer). The account manager or another member of Our Team will contact You by email or telephone without delay, but no later than within 10 Business Days, in order to obtain detailed information about the scope of the Professional Services You need. Subsequently, You will receive an Offer at the email address provided detailing the scope of the Professional Services, the fee payable in exchange and the relevant completion dates. If You accept the Offer, an Agreement will be entered into between the Parties: by Your signing of the completed Offer document using Your e-Signature. You can receive additional clarification on the proposed terms of cooperation or request a change to such terms, by contacting Us using the email address from which You have received communications from us. Each time, following negotiations, Perfect Gym may update the Offer. Upon such update, previous Offers become invalid.

2.4 In accordance with the provision above, the first Offer initiating the conclusion of the Agreement shall be in the form of a separate document. Subsequent Offers, following the conclusion of the Agreement, may be made and accepted by email.

2.5 The Agreement shall be deemed to have been concluded upon Your signing of the Offer document using Your e-Signature.

2.6 Alternatively, the Professional Services Agreement may be concluded as part of an order for Online Services, as set out in the terms of the Online Services available at: <https://www.perfectgym.com/en/terms>.

2.7 Exceptionally, You may request Us (via email to: sales@perfectgym.com) to enter into the Agreement using a qualified electronic signature (and send the documents so signed by email) or in hard copy form (and send the documents by courier).

2.8 You are responsible for ensuring that the person(s) entering into the Agreement on Your behalf has/have the necessary authority to do so. We will not be liable in any way for any loss that You may suffer by reason of Your representatives not being authorised to sign the Agreement.

2.9 We may ask the person signing the Agreement (using e-Signature or by its hand) on your behalf to demonstrate the power of attorney from your organisation to enter into the Agreement – by sending an appropriate document including such power of attorney (e.g., excerpt from the National Court Register [Krajowy Rejestr Sądowy], power of attorney or resolution of the relevant Company's authorities) to following e-mail address: sales@perfectgym.com.

2.10 The Agreement in each case consists of the Offer accepted by You and the Terms. It may also include any attachments, in particular technical attachments regarding Professional Services.

2.11 The Terms are an integral part of the Agreement – they define the manner of providing the Professional Services – unless the Offer explicitly excludes the application of a specific part of the Terms. In case of doubt, in the event of any discrepancy between the Terms and the Offer, the Offer shall prevail.

2.12 These Terms apply to the Professional Services only. Neither these nor the Agreement, taken as a whole, affect and in any respect govern the Online Services, even if an agreement to provide Professional Services in support of the Online Services is concluded in a single document in accordance with section 2.6 above.

2.13 By entering into the Agreement, You warrant that:

- a) You shall comply with the Terms (except for any portions thereof as may be excluded in the Offer);
- b) the information provided in the Offer accepted by Yourself or other contractual documents, is true.

2.14 If You make any changes to the details provided in the Agreement (i.e. the accepted Offer document), in particular Your correspondence or billing details, You are required to notify Us of those changes without undue delay but no later than within 3 Business Days of such changes being made, by sending an email with the changed details to Our email address given in section 7.1 below. Further data changes are subject to the same procedure. You will be held responsible for any failure to notify Us of a change of data - in particular, We will consider all correspondence and communications to have been effectively delivered.

2.15 If You make any changes to the details provided in the Agreement (i.e. the accepted Offer document), in particular Your correspondence or billing details, You are required to notify Us of those changes without undue delay but no later than within 3 Business Days of such changes being made, by sending an email with the changed details to Our email address given in section 7.1 below. Further data changes are subject to the same procedure. You will be held responsible for any failure to notify Us of a change of data - in particular, We will consider all correspondence and communications to have been effectively delivered.

2.16 The Offer may state that the scope, dates of and remuneration for, the particular Professional Services will be determined on a case-by-case basis during the term of the Agreement – based on detailed purchase orders. The placing of orders on the part of the Customer and their acceptance on the part of Perfect Gym shall be done by persons authorised to represent the given Party or persons designated for this purpose in the Offer. Purchase orders may be placed by email.

3. Term

3.1 The Agreement is entered into for the term stated in the Offer. If the Offer does not specify the term of the Agreement, the Agreement is concluded for an indefinite period of time.

3.2 Should the scope of the Agreement be exhausted during its term (i.e. if the work to be performed as part of the Professional Services as indicated in the Offer, is completed), the Agreement will be terminated upon the Parties' acknowledgement of the completeness of the work.

3.3 The Parties may terminate the Agreement in accordance with section 14 of the Terms.

3.4 In the event that the Services have not been completed by the end of the term of the Agreement, the Parties may extend such term by means of an appropriate amending annex.

4. Professional Services – general provisions

4.1 The scope of the Professional Services to be provided is specified in the Offer so as to best suit Your needs.

4.2 We will perform the Professional Services for You under the Agreement with due professional care and in accordance with applicable law.

4.3 The Professional Services will be provided immediately following Your payment of the fee (or a portion thereof as agreed under the Agreement), unless we jointly agree otherwise in the Offer.

4.4 The Offer shall specify the completion dates for the specific Professional Services, which We will use Our best endeavours to meet (unless otherwise agreed by the Parties). The Offer may also specify:

- a) a detailed time schedule for the provision of the Professional Services; or
- b) the Milestones.

4.5 If the Offer so provides, the scope and dates of completion of certain Professional Services may be jointly determined by the Parties after the conclusion of the Agreement (the same applies to the amount of remuneration for such work) – especially if you have ordered analytics or design services under the Agreement. In such a case, the documents prepared by Perfect Gym will provide the basic guidelines as to the scope and manner of providing further Professional Services

4.6 We will use Our best endeavours to ensure that the Team appointed by Us to perform the Professional Services is fully qualified and has appropriate experience.

4.7 Unless the Offer provides otherwise, Our Team members will work 8 hours on each Business Day between 8:00 a.m. and 5:00 p.m. CET/CEST.

4.8 Depending on the Parties' current arrangements, We may follow Your guidance and instructions in carrying out the Services, however, in such a case, We will not be liable for any defects or delays in the work resulting from such guidance or instructions.

4.9 Our Team will provide the Services at locations specified in the Offer and as currently agreed on by the Parties. In the absence of such arrangements or the relevant provisions of the Offer, work will be carried out remotely.

4.10 We are entitled to use subcontractors in the performance of the Professional Services. We will be liable for their acts and omissions as for Our own acts and omissions.

4.11 No employment or equivalent civil law relationship is established between the Customer and members of the Perfect Gym Team (or Our subcontractors).

4.12 You shall co-operate with Us on an ongoing basis during the provision of the Professional Services, including actively participate in any meetings and consultations, provide any necessary materials and make

available any required members of Your Team. You shall also provide the necessary access to Your ICT infrastructure and the computer programs agreed by the Parties to enable remote access and remote communication. Any delay in providing such materials or making the Team members available may bring the consequences described in sections 6.4 and 6.5 below.

4.13 When providing Professional Services at Your locations, We will comply with the rules and guidelines provided by You (reasonably in advance). In such situations, You must comply with the health and safety rules under generally applicable law and allow members of Our Team to work in safe and hygienic conditions.

4.14 Each Party shall promptly notify the other Party of any circumstances which may materially affect the performance of the Professional Services, including circumstances which may cause an extension of the time for their performance.

5. Provision of professional services

[Analytics and design services]

5.1 As part of Our analytics or design services We can:

- a) deliver relevant workshops for You;
- b) review relevant documentation and Your IT infrastructure and systems;
- c) prepare documentation defining the scope, timing, method of delivery of other Professional Services and pricing (under the same Agreement or for the purposes of any future Agreements)

- within the scope specified in the Offer.

5.2 If the Offer provides that analytics services will include preparing a specification of the scope of further Professional Services (e.g. implementation or migration services), such specification will be the primary substantive document for these Professional Services.

[Technical feasibility analysis]

5.3 If the Offer so provides, as part of the Professional Services We will carry out a feasibility analysis for You (including an analysis of Your needs for equipment or licences), or will purchase and deliver appropriate equipment for You.

5.4 W As part of the feasibility analysis, We will prepare a specification of the equipment (in particular access control devices and peripherals) required for the proper functioning of the Online Services. If included in the Agreement, the sizing may also cover requirements related to the relevant migrations and integrations.

5.5 Perfect Gym will use its best endeavours to ensure that sizing is carried out so that the purchase of operable equipment in accordance with the specification prepared by Us ensures that the requirements described in the preceding provision are met for at least 12 months from the date of delivery of the specification.

5.6 If the Agreement so requires, We shall purchase, deliver and install the equipment for You, in accordance with the specification. Ownership of the equipment purchased by Us shall be transferred to You upon delivery of the equipment to Your location.

5.7 We will provide you with all manufacturer's or vendor's manuals, warranties, documents and assurances relating to the equipment being supplied.

5.8 Perfect Gym is not responsible for the correct operation of the equipment supplied and does not give any warranty on its operation or durability. You understand that in case of defects of the equipment You should address any claims to the manufacturers or vendors identified in the documents provided by Perfect Gym.

5.9 We shall provide You, for a period of 12 months from the date of Our installation of the equipment, with a warranty on the operation of the installed equipment (which does not cover malfunctions of the equipment caused by reasons other than defects in the installation) - to the extent agreed by the Parties or stipulated in the Documentation.

[Implementation services]

5.10 In providing implementation services to You, as part of the Professional Services, to the extent stated in the Offer (or in the documentation prepared as part of the analysis), We can:

- a) install appropriate software to access or support the Online Services;
- b) install the software on appropriate peripherals and integrate them with the Online Services;
- c) configure and parameterise for Your needs the operation of the software installed and the Online Services;
- d) test the performance of the equipment and the Online Services;
- e) perform a production go-live of all installed software and the Online Services.

5.11 The Professional Services may also include assistance with the Production Go-Live. However, it is always the Customer's responsibility to perform a Production Go-Live.

5.12 Should you need to access any IT environment for implementation purposes, cooperation in this respect will be governed by the Online Services agreement.

[Onboarding]

5.13 We may carry out Onboarding as part of the Professional Services provided to You if You are using such services for the first time and if the Offer so requires.

5.14 The purpose of Onboarding is to support You in the installation and deployment of basic hardware and the configuration of software for Your use of the Online Services, and also to provide You with basic knowledge of how the Online Services work and how to use their functionality.

5.15 Following Your Production Go-Live, Onboarding will involve intensive consultancy support as part of the HyperCare Service – to remedy any problems You may encounter when using the Online Services.

5.16 The detailed scope of Our Onboarding work is set out in the Offer.

[Premier Success Plan]

5.17 As part of the Professional Services We can offer You the Premier Success Plan package.

5.18 You may find a description of the PSP in materials available after contacting our representatives.

5.19 The scope of Our PSP actions and the amount of remuneration payable to Us will depend on the package you choose as part of the Offer.

5.20 As part of the PSP You will be given access to materials as specified in the Offer.

5.21 For the purposes of the PSP We shall appoint a dedicated PSP customer manager to liaise with You. The PSP customer manager shall be Your mentor for the PSP and a single point of contact (unless we agree otherwise). We may also agree to appoint other roles on Our or Your side to improve the delivery of the PSP.

5.22 Unless the Offer provides otherwise, You may purchase access to the PSP for a period of 6 months, commencing on the date You first contact the PSP customer manager.

[Integrations]

5.23 As part of the Professional Services, We can prepare integrations for You, which are reasonable for the purposes of the Online Services.

5.24 As part of the Professional Services, We can prepare integrations for You, which are reasonable for the purposes of the Online Services.

5.25 You are solely responsible for preparing the integration on the side of the IT systems which You use and which are to be integrated with Our solutions. You shall also bear all necessary costs in this respect.

5.26 You shall provide Perfect Gym with the necessary documentation and other information for the purpose of integration.

5.27 We shall not be liable for any integration errors which may be due to causes attributable to solutions not manufactured by Perfect Gym.

5.28 In no case shall Perfect Gym be liable for any delays in integration resulting from actions or omissions of the Customer or third parties acting on the Customer's behalf.

5.29 The integrations may require You to have appropriate subscriptions or licences. You are solely responsible for purchasing and maintaining these. We shall not be liable for any malfunction of the Services or delays in connection with the Professional Services arising from subscription or licensing issues on Your part.

[Migrations]

5.30 As part of the Professional Services, We can perform appropriate migrations for You.

5.31 The scope and method of migration to Perfect Gym solutions depends on the type of content to be migrated. Any details in this respect are described in the Offer or other documents that may form part of the Offer. In some cases, migration will require prior performance of relevant analytics services.

5.32 You are solely responsible for preparing the content for migration, in particular for preparing the data (including data selection and structuring). However, depending on the scope of the Services provided, We may support You in this process. You are also solely responsible for ensuring security, if any, of the migrated data, including encryption or anonymisation.

5.33 As a Customer, you shall bear all costs of preparing the relevant content (in particular data) for migration.

5.34 We shall not be liable for any failure of Our solutions or errors in data resulting from improper preparation of the content to be migrated. You also undertake to indemnify Us against any penalties or claims against Us which may arise out of Our access to or use of, the data for migration purposes if the authorisation to access the data has been granted to Us in an improper manner.

5.35 The detailed terms of the migration process are as follows:

- a) the Customer is responsible for providing input data for migration and performing data “cleaning”;
- b) mappings between contracts and payment plans shall be provided to Perfect Gym;
- c) the payment plans currently being sold will be cleaned, configured directly by the Customer on the target environment, and their number will be limited to a maximum (i.e. no more than 10);
- d) the Customer shall provide adequate business and analytical support to perform technical data mappings between systems;
- e) additional configuration for ongoing operation (promotions, freezes, discounts, etc.) will be applied after the migration by the System Administrator (or other agreed dedicated system administrator on the Customer's side);
- f) historical payment plans (those that are no longer being sold) will be mapped in the new system as a technical reference only, without the underlying business logic (e.g. billing rules, contractual promotions);
- g) migration to the system shall cover data, as at the migration date, concerning active club members, required for the operation of the Online Services, and data, as at a date 3 years back from the migration date, concerning inactive customers. The 3-year period may be extended upon agreement, but the relevant decision may require additional feasibility analysis and the implementation of the extension may involve additional fees;
- h) files (e.g. scanned documents and/or photographs) shall be provided in a separate database (in order not to increase the copy time of relevant data). Files can be migrated in parallel or migrated later and as such will not be on the critical path for migration acceptance;
- i) the total size of the data to be migrated (SQL backup cleaned up of unnecessary objects) should not be larger than 10 GB, otherwise it may adversely affect the migration time and the sizing of the infrastructure required to perform the migration;
- j) the Customer shall isolate pilot club(s) (if any) from other clubs in the migration input layer, so that there is no need to migrate the object delta between pilot club(s) and regular clubs;
- k) the acceptable error rate for migration is 3%.

5.36 The Customer shall verify the data after migration and assume full responsibility for the quality and completeness of such data.

[Training]

5.37 Training materials are available at: kb.perfectgym.com.

5.38 The thematic scope of the training sessions, their frequency and dates result from the Offer or documentation drawn up as part of analysis.

5.39 Training will be conducted remotely unless the Agreement provides that it will take place at a specific physical location. If training will take place at the Customer's location, the Customer shall provide suitable premises and computer hardware and software for this purpose as agreed by the Parties.

5.40 The number of training sessions to be provided to participants will be determined by the Parties.

5.41 Unless We jointly agree otherwise, training shall be provided to system administrators. The purpose of training shall be to train individuals We have identified in the configuration, use and management of the Online Services, equipment or other elements under the Agreement. You shall be solely responsible for

selecting appropriate individuals who will then be able to transfer gained knowledge to the extent necessary within Your organisation.

5.42 The Customer shall be responsible for ensuring the availability of trainees and preparing necessary training infrastructure.

5.43 To ensure training performance, We will endeavour to provide lecturers having appropriate training experience and relevant expertise in training elements to be covered.

[Dedicated modifications]

5.44 If the Offer so provides, We may prepare modifications to the functionalities of the Online Services (dedicated functionalities) for You. Such works shall be preceded by analytical or design services unless We have jointly agreed otherwise. These will be used to determine the cost, scope and timing of preparation of dedicated functionalities.

5.45 We will make every effort to ensure that any additional or modified functionalities provided pursuant to the preceding provision do not adversely affect the performance of the Online Services under terms and conditions applicable thereto.

5.46 We shall not be responsible for the business suitability or usability of any dedicated functionalities provided as part of the Professional Services.

6. Obligations of the customer

6.1 As a Customer using the Professional Services, You shall:

- a) ensure the System Administrator and/or another person, if any, participate in the project to coordinate, on Your side, tasks arising from the use of the Professional Services;
- b) ensure timely access to Your premises and data, as well as to appropriate office or usable space and to necessary tools (such as IT infrastructure or an Internet connection) as necessary for Perfect Gym to provide the Professional Services – to the extent that the Professional Services will be performed at Your locations;
- c) timely provide information that We may request, ensuring that such information is accurate and complete;
- d) timely perform all activities specified under the Agreement or agreed upon between the Parties in due course. These include e.g.: acceptance tests prior to the Production Go-Live, communication with employees and club members, user training;
- e) designate a suitably qualified, available and responsive Team to work with Us;
- f) ensure third-party support necessary to provide services (e.g. migration data provider, payment service provider).

6.2 As a Customer, You shall be solely responsible for providing and maintaining IT infrastructure (including peripheral equipment) necessary for the Professional Services to be provided (subject to dimensioning and equipment supply provisions), as well as an appropriate Internet connection.

6.3 Perfect Gym shall not be liable for how You use the Services and Online Services or for their business usability. Perfect Gym shall further bear no liability for possible adverse consequences of Your business decisions.

6.4 If Our performance of the Professional Services is prevented or delayed as a result of any action or omission of the Customer (including third parties acting on behalf of the Customer such as other contractors or subcontractors), the Customer shall pay – at Perfect Gym's request – all reasonable costs, charges or any other amounts equivalent to losses incurred as a result of such action or omission, and any deadlines (or Milestones) shall be deemed to have been met by Perfect Gym. If the Agreement expires when Perfect Gym's performance of the Professional Services is prevented or hindered as a result of any action or omission of the Customer, the Customer shall pay Perfect Gym the agreed remuneration and the Customer shall not be entitled to file any claim whatsoever for performing works which were to be performed throughout the term of the Agreement.

6.5 If delays on Your part, as described in the provision above, result in:

- a) expiration of the Agreement and non-performance of works under the Agreement, You shall not be entitled to file any claim against Us for the non-performance or improper performance of the Agreement. You shall not be further entitled to the reimbursement of remuneration paid for the part of works not performed as a result of any such delay;
- b) suspension of the Professional Services exceeding 10 Business Days, in order for works to be resumed, We may require You to pay a resumption fee of 10% of the Agreement value (net) for every month of suspension which have already started, and We shall not be obliged to resume suspended works earlier than 10 Business Days after the date of Your removal of obstacles to the Professional Services. In this case, the Professional Services Schedule shall be agreed upon anew by both Parties.

6.6 We accept no liability for any delay or irregularity in the performance of the Professional Services resulting from failure by the Customer (including any third party acting on its behalf) to act in a timely or diligent manner.

6.7 If the Customer is not willing to cooperate, in particular fails to provide (or delays in providing) Us with information required for the Professional Services to be provided, We may suspend the provision of the Professional Services. In this case, deadlines for completing particular actions as part thereof (including Milestones, if any) shall not run. This may also bring the consequences described in sections 6.4 and 6.5.

6.8 You shall appoint a System Administrator (and give their full name, email address and phone number in the signed Offer). You can replace this person by notifying Us via email and such replacement shall be effective from the Business Day following the date on which the notification to that effect is received.

6.9 The System Administrator is the main point of contact for Us on Your side, in particular for technical matters.

6.10 The System Administrator shall have a good knowledge of Your business processes and the way IT systems operate in Your locations.

6.11 The System Administrator shall:

- a) be the first line of technical support for Your Team;
- b) report irregularities detected as part of the Acceptance procedure;
- c) be entitled to perform the Acceptance procedure, unless the Parties agree otherwise;
- d) coordinate the work of Your Team, unless the Parties agree otherwise.

7. Contact throughout service performance, project management

7.1 For day-to-day project matters, You may directly contact our Professional Services Team or send an email to the address indicated in the accepted Offer.

7.2 The System Administrator and Customer's Team members named in the list of contact persons, enclosed to the first Offer accepted (signed) by You, shall be authorised to contact Perfect Gym. You may change the persons included in the list or their contact details by sending an email to: onboard@perfectgym.com. The change shall be effective from the moment the receipt of the email is acknowledged by Us.

7.3 In case of a dispute over the way in which the Professional Services are provided or billing is carried out, You may contact Us at: billing@perfectgym.com – unless a different email address or a dedicated contact person is indicated in the Offer.

7.4 Unless the Offer provides otherwise, We may delegate a Perfect Gym project manager to contact You.

7.5 If it is necessary to amend the Agreement with respect to the scope, date, method of providing, or the remuneration due for the Professional Services, the Customer may make a relevant request by email to the address of the contact person (project manager) on the part of Perfect Gym, or to the contact address indicated in the Offer. The email should contain at least a description of the Agreement amendment, its brief justification and contact details of the person authorised for contacts in that respect. Our representative will contact the indicated person to discuss the details.

7.6 Immediately following the above steps, We will prepare an update to the Agreement (e.g. concerning the Offer) as requested.

7.7 The Agreement shall be amended following Your acceptance of the updated Offer including the wording of the Amendment (following Your e-Signature being affixed thereto).

8. Service acceptance

8.1 You shall accept the Professional Services within the deadline set in the Offer – or, if no such deadline is indicated in the Offer, on the date following the date of their handover to the Customer (or following the HyperCare Period for Onboarding projects) – if works We have completed fall within the Definition of Done.

8.2 If there are any Milestones in the Offer, these may be subject to separate Acceptance.

8.3 Acceptance may be preceded by tests carried out by You in accordance with test scenarios agreed upon with Us – to verify compliance with the Definition of Done.

8.4 The Customer shall carry out such tests within 5 Business Days of the Professional Services being presented for Acceptance by Perfect Gym. If:

- a) the Definition of Done has been verified as complied with – the System Administrator or other authorised Customer's Team member shall sign (in the form of a scanned signed document or using an e-Signature) an Acceptance report according to the template prepared and sent beforehand by Perfect Gym (You shall be responsible for ensuring that the person signing the Acceptance report is duly

authorised to do so; Perfect Gym shall not bear any adverse consequences of failure to ensure adequate authorisations on Your side);

b) the Customer has identified defects constituting deviations from the Definition of Done – the System Administrator (or any other person designated by the Parties) shall list and describe the defects, and Perfect Gym shall promptly, but no later than within 5 Business Days, rectify these defects (and the Acceptance procedure shall be repeated);

c) within the set deadline, the System Administrator (or any other person designated by the Parties) has neither made Acceptance nor indicated any defects hindering Acceptance in accordance with subsections (a) to (b) above – the Acceptance of the Professional Services shall be deemed to have been made by the Customer – to be confirmed by Perfect Gym via email.

8.5 In case of the Production Go-Live without prior Acceptance, the Customer is deemed to have made the Acceptance of the Professional Services. If so, Perfect Gym shall issue a relevant report (in the form of a scanned signed document or an electronic file bearing an e-Signature)

8.6 The following persons shall be authorised to sign the above reports:

a) on the part of the Customer: the System Administrator or, if so agreed by the Parties, persons authorised to represent the Parties or indicated in the Offer;

b) on the part of Perfect Gym: persons authorised to represent the Parties or indicated in the Offer.

9. Fees and payments

9.1 The nature (type) and amount of remuneration shall be indicated in the Offer, subject to the provision below.

9.2 Unless otherwise provided in the Offer, You shall pay Us remuneration for the performed Professional Services, relating to implementation services as well as integration, migration and training, on a time & material basis, calculated as the number of working hours of Our Team multiplied by Our Team member's hourly rate as per the Offer, as well as costs and expenses incurred (described in section 9.5).

9.3 Unless otherwise provided in the Offer, the rate for each working hour of Our Team member on non-Working Days or on Working Days outside 8am to 5pm shall be increased by 50% – subject to being increased by 100% on public holidays and Sundays.

9.4 Unless the Offer provides otherwise, remuneration payable on:

a) a fixed fee basis shall be paid by You in advance, prior to the Professional Services to You being commenced – within [#] days of the invoice being delivered to You;

b) a time & material basis shall be paid according to the actual working time of Our Team, monthly in arrears – within [#] days of the invoice being delivered to You.

9.5 The Customer shall reimburse Us for costs and expenses incurred (e.g. travel, accommodation, per diem payments in accordance with the guidelines of the Ministry of Labour and Social Policy regarding per diem rates) necessary for the Professional Services to be rendered, provided that such costs or expenses have been agreed upon in advance with the Customer. The Parties may agree upon a fixed sum of such costs and expenses in the Offer.

9.6 If accounts are settled on a time & material basis, We shall provide You with a report indicating the total number of working hours of Our Team, and an invoice for the relevant period, stating costs and expenses incurred.

9.7 Our invoicing time limits shall be set in the Offer. If no such time limit is indicated in the Offer, the invoice (or, as the case may be, the first invoice) shall be issued:

- a) on the date of entering into the Agreement – for works settled on a fixed fee basis;
- b) on the last day of the calendar month – for works settled on a time & material basis.

9.8 Invoices shall be issued in electronic format.

9.9 Each invoice shall be payable within 14 days of being issued and sent to the email address indicated in the Offer.

9.10 Each invoice shall be payable within 14 days of being issued and sent to the email address indicated in the Offer.

9.11 Remuneration due to Perfect Gym shall be a net amount and shall not include any applicable taxes, including but not limited to VAT or any withholding tax. Any such taxes shall be borne by the Customer. VAT shall be charged and included in the invoice in accordance with legislation in force at the time of invoicing.

9.12 If there is an obligation to collect withholding tax on any payments due to Perfect Gym under this Agreement, the Customer shall properly increase the amount of remuneration due to Perfect Gym to calculate the amount of withholding tax on such payment required by law, and transfer the amount of withholding tax as such to the competent tax authority within the deadline required by law.

9.13 The Customer, as a withholding tax payer, may apply a reduced rate of withholding tax, an exemption or conditions for not charging withholding tax if such possibility results from special provisions or the relevant double taxation convention.

9.14 You shall make Your payments by bank transfer to the bank account indicated in the invoice (or by online payment if we agree this). The Parties consider the date of crediting the Perfect Gym account as the remuneration payment date.

9.15 If the Customer's delay in the payment of any part of the remuneration due in accordance with above provisions exceeds 7 days, We may suspend the provision of the Professional Services – following a prior request for payment within a period not shorter than 3 Business Days, sent to the email address indicated in the Offer as the contact address for settlements. If the Professional Services are suspended, deadlines for their implementation shall not run. If such suspension lasts longer than 10 Business Days and if payment is made, We shall resume works, but no earlier than 10 Business Days. In this case, a new work schedule shall be agreed upon by both Parties.

9.16 If the Customer's delay in payment exceeds 14 days, whether or not We have suspended the provision of the Professional Services pursuant to the provision above, We may call upon the Customer to pay within a period not exceeding 7 days (sent by email to the address indicated in the Offer as the contact address for settlements, or in writing to the address of the Customer's registered office) – after which We may immediately terminate the Agreement pursuant to section 14.3(a) below.

9.17 Notwithstanding the foregoing, the Customer shall cover costs incurred by Perfect Gym in connection with the stoppage of, and future delay in, works.

10. Documentation

10.1 You may use Documentation concerning the Professional Services provided to You, available at: kb.perfectgym.com.

10.2 If the Offer so provides, dedicated Documentation may be provided to You at times and in forms agreed upon by the Parties.

10.3 The deliverables of Our works as part of the Professional Services shall be substantially consistent with Documentation.

11. Intellectual property rights

11.1 All intellectual property rights to the deliverables of works created as a result of the Professional Services provided to You shall be vested in Perfect Gym and shall be closely related to the performance of the Online Services. The scope of intellectual property rights concerning the Online Services shall be governed by the terms available at: <https://www.perfectgym.com/en/terms>.

11.2 Perfect Gym shall not be liable for Your rights to use firmware. By entering into the Agreement with us, You commit to familiarize Yourself with the technical requirements of Our systems and verify necessary solutions in Your company.

11.3 As part of the remuneration specified in section 9 of the Terms, We grant You a licence for using works (as defined in Article 1(1) of the Polish Act on Copyright and Related Rights) covered by Documentation developed as a result of the Professional Services provided, with effect as of the Production Go-Live: with respect to the reproduction of each work, be it in whole or in part – by copying it using any technique, including printing, reprography, magnetic recording and digital technology, in particular copying it into the memory of electronic devices through its recording on data carriers.

11.4 The licence shall be granted for an indefinite term, but not beyond the time You cease using the Online Services (i.e. upon Your cessation of use of the Online Services, the licence to works provided under the Professional Services shall automatically expire).

11.5 The licence shall be granted for an indefinite term, but not beyond the time You cease using the Online Services (i.e. upon Your cessation of use of the Online Services, the licence to works provided under the Professional Services shall automatically expire).

11.6 Without Our prior written (otherwise null and void) consent, the Customer shall not:

- a) decompile, disassemble, reverse engineer, copy, create derivative works of, take notes, reproduce, retain, store, save, document or duplicate, in any part, Our software provided in written, electronic or any other form of record; and
- b) attempt to make the variation of, modify or improve Our software.

11.7 We represent that no action taken by Us in connection with the performance of the Agreement shall infringe the rights of third parties, including the rights of employees, associates and subcontractors, in particular the author's moral or economic rights, business secrets, industrial property rights or personal interests.

11.8 During the term of the Agreement or at any time after its renouncement or expiration, You shall not permit any act or perform any act which would infringe Perfect Gym's intellectual property rights.

11.9 The Customer shall indemnify Perfect Gym against all liabilities, claims, costs and expenses that Perfect Gym may incur or incurs as a result of the Customer being in breach of copyright provisions set forth in this section of the Terms or any other provisions of the Agreement.

12. Confidential information

12.1 The Parties undertake and acknowledge that, subject to mandatory regulations, they shall keep all Confidential Information confidential and, without the prior consent of the other Party expressed in writing (otherwise being null and void), shall not disclose such information to any third party and shall not use it for purposes other than those directly arising from the Agreement.

12.2 Either Party may disclose Confidential Information to its employees, associates, subcontractors or advisors, provided that they need such access for the purposes described in section 12.1 above and provided that they have concluded a confidentiality agreement with the Party under conditions at least as strict as those contained in this Agreement.

12.3 The Customer will ensure the return or destruction of all Perfect Gym Confidential Information held by or under the control of the Customer as soon as possible, but no later than within 5 Business Days from the date of receiving a request from Perfect Gym or the date of renouncement of the Agreement. The Customer is not allowed to retain, register, store, document or save – in electronic format – any Perfect Gym Confidential Information.

12.4 The Parties' confidentiality obligation shall not apply to Confidential Information if:

- a) the Party obliged not to disclose Confidential Information can document that it possessed such information at the time of disclosure by the other Party;
- b) Confidential Information is or becomes publicly available or accessible to the public otherwise than through an act or omission of the Party obliged not to disclose such information, its representatives, employees or agents;
- c) Confidential Information is required to be disclosed to relevant third parties, authorities or courts in accordance with applicable law or in accordance with regulations and guidelines in force on the stock exchange on which Perfect Gym shares may be listed, provided that Confidential Information is disclosed only on an "as necessary" basis and the Party disclosing such information notifies the other Party of such disclosure (if not prohibited by law or by a ruling of the competent authority) immediately but in any case not later than 5 Business Days after such disclosure.

12.5 The obligation not to disclose the Parties' Confidential Information shall remain in force for the term of the Agreement and for 5 years from the date of its expiry on any basis whatsoever – but in no event prior to the Customer ceasing to use the Online Services.

13. Data protection

13.1 Perfect Gym is the Controller of the data of the Customer, its employees and customers, processed for the purpose of statistical surveys and preparation of analyses for the development of software included in the Services and the use of Google Analytics tools. In this case, personal data includes in particular personal

data sent by the Customer's employees or customers, application behaviour, browser information or cookie data which can be read or implemented by Perfect Gym; IP addresses and information about the mobile device. Information on data processing by Perfect Gym, as a Controller, can be found in the Privacy Policy available at on our website.

13.2 Each Party, as a Controller, shall ensure that the processing of personal data for the purposes of the Service has an appropriate legal basis and that data subjects are adequately informed of the processing.

13.3 Each Party shall implement appropriate technical and organisational measures to ensure the security of the personal data processed for the purposes of the Service.

13.4 Personal data whose Controller is the Customer and which is entrusted to Perfect Gym for processing, shall be processed in accordance with Appendix 1 to the Terms which form an integral part of the Agreement.

13.5 In each case where Perfect Gym is not the Controller of the data of the Customer's employees or customers, the Parties agree to apply the provisions of Appendix 1 hereto, available at: <https://www.perfectgym.com/en/terms>. If an agreement to entrust data processing is executed, such agreement will take precedence over Appendix 1 hereto.

13.6 For the avoidance of doubt, by signing the Agreement and accepting the Terms, the Customer accepts the terms and conditions pursuant to which personal data is processed by Perfect Gym.

14. Termination of the agreement

14.1 Notwithstanding the foregoing, We may terminate the Agreement without notice, with immediate effect, if:

- a) the Customer is late in paying the remuneration due to Us – after the procedure described in section 9.16 above has been completed;
- b) the Customer is at least 3 times late in paying the remuneration due to Perfect Gym for over 7 days in total;
- c) the Customer is more than 10 Business Days late in providing agreed information, materials or in making its Team members available;
- d) the Customer is in breach of the obligation not to disclose Confidential Information as described in section 12 above;
- e) the Customer is in gross breach of Our intellectual property rights to intangible goods provided as part of the Professional Services;
- f) Force Majeure circumstances (preventing or significantly hindering the performance of the Agreement by either Party) have occurred, lasting for more than 3 months – in accordance with section 17.5 below.

14.2 Notwithstanding the foregoing, You may terminate the Agreement without notice, with immediate effect, if:

- a) We default in meeting the deadline set in the Offer (if any) for completing (finalizing) the Professional Services for at least 30 Business Days (provided that the deadline for the Professional Services consisting in the provision of dedicated functionalities of the Online Services shall be 3 months);
- b) We are in breach of the obligation not to disclose Confidential Information as described in section 12 above;
- c) We are in breach of the rules of personal data processing as described in section 13 above;

d) Force Majeure circumstances (preventing or significantly hindering the performance of the Agreement by either Party) have occurred, lasting for more than 3 months – in accordance with section 17.5 below.

14.3 If the Agreement is terminated under the above provisions by either Party:

- a) We will continue to provide the Professional Services until the effective date of termination;
- b) You will pay the remuneration due to Us up to the effective date of termination (if the Agreement provides for payment in arrears; in case of payment in advance – We will refund You the excess amount for the period beyond the effective date of termination).

14.4 A notice of termination of the Agreement shall bear a handwritten signature (and shall then be scanned) or an e-Signature, and shall be sent by email to the contact address specified in the Offer.

14.5 The Offer may provide for different rules of termination.

15. Complaints

15.1 Any complaints concerning the Professional Services provided by Perfect Gym may be filed by Customers by post or to the Perfect Gym email address: billing@perfectgym.com.

15.2 All such complaints should be sent with the word “Complaint” in the email title, Your name (as an individual entrepreneur or organisation), Your email address, a detailed description of Your objections to the Professional Services, and Your postal address.

15.3 If the information You provide is insufficient or if We need some more details to respond to Your complaint, We will request You to provide such additional information. The date of receiving such additional information, being necessary to respond to Your complaint, shall be deemed to be the date on which You effectively lodge Your complaint.

15.4 We will respond to Your complaint within 30 days of its receipt.

15.5 You will be informed of the outcome of the complaint by email sent to the address from which the complaint was made.

15.6 Raising any complaint shall not release You from the obligation to timely pay Perfect Gym all fees under the Agreement.

16. Liability

16.1 To the extent permitted by law, Perfect Gym's liability of any kind whatsoever, including liability for the non-performance or improper performance of the Agreement or liability in tort, shall be limited to the value of the Agreement (i.e. the total net remuneration due to Us under the Agreement). Perfect Gym's liability for lost profits, indirect or consequential losses shall also be excluded.

16.2 Any such limitation of Perfect Gym's liability shall not apply to damage caused intentionally, as a result of gross negligence, breach of the obligation not to disclose Confidential Information (apart from damage to the Customer resulting from a possible leakage of its data) and breach of the rules of personal data processing.

16.3 Any liability under warranty for defects shall be excluded. Perfect Gym shall not grant the Customer with any express or implied warranty for the deliverables of the Professional Services.

16.4 Perfect Gym shall not be liable for:

- a) any technical problems, including delays in data transmission attributable to equipment used by the Customer and devices, IT systems and computer and telecommunication networks belonging to telecommunication service providers;
- b) malfunctions in the Customer's IT infrastructure;
- c) data transmission quality and speed resulting from services provided by the telecommunication service provider;
- d) the non-performance or improper performance of the Services due to malfunctions in telecommunication services used by the Customer;
- e) malfunctions in the deliverables of the Professional Services not used in accordance with Documentation;
- f) delays in works or errors resulting from problems with data supplied by the Customer or resulting from the operation of systems integrated with Perfect Gym solutions;
- g) any technical problems or delays resulting from actions or omissions of third parties acting on behalf of the Customer;
- h) problems resulting from Perfect Gym software configurations made by the Customer itself;
- i) problems resulting from Perfect Gym software and equipment not being tested or being tested improperly.

16.5 The Customer shall indemnify Perfect Gym against any liability, expenses, damage, obligations and costs (including legal costs) which Perfect Gym or a third party may incur as a result of:

- a) any breach of the Agreement or unlawful activity by the Customer or its Team members (including representatives or contractors);
- b) data being transferred by the Customer;
- c) IT solutions of Perfect Gym being used by the Customer;
- d) Perfect Gym being granted access to IT systems of third parties by the Customer.

17. Force Majeure

17.1 Perfect Gym shall not be liable for the non-performance or improper performance of its obligations under the Agreement if their performance or proper performance has become impossible or difficult – directly or indirectly – as a result of Force Majeure circumstances construed by the Parties as including any events external to Perfect Gym, in particular:

- a) armed violence, including: war, civil war, revolutions, riots, civil commotion, acts of sabotage and acts of terrorism;
- b) strikes, blockades;
- c) acts of natural forces such as: natural disasters, severe storms, hurricanes, earthquakes, floods, lightning, prolonged heavy rainfall;
- d) epidemics, pandemics and any restrictions related to public health threats;
- e) acts of state and international authorities, including states of emergency.

17.2 In the event of Force Majeure circumstances that make the performance or proper performance of Our obligations under the Agreement impossible or difficult, We will notify You within 14 (fourteen) days following

the occurrence thereof, of:

- a) such occurrence;
- b) probable consequences of such circumstances affecting the performance of the Professional Services.

17.3 We will also notify You of Force Majeure cessation within 14 (fourteen) days of its cessation.

17.4 The occurrence of Force Majeure circumstances shall in no case release You from the obligation to pay the remuneration already due to Us or postpone its payment.

17.5 In the event of Force Majeure circumstances, any deadlines for the performance of Perfect Gym obligations, whose performance or proper performance has become impossible or difficult due to these circumstances, shall be automatically postponed until such circumstances cease to exist.

17.6 In the event of Force Majeure circumstances preventing or significantly hindering the performance of either Party's obligations under the Agreement, and lasting longer than 3 months, the Parties may terminate the Agreement with immediate effect.

18. Contact

Perfect Gym Solutions S.A.

Ul Klimczaka 1, 02-797 Warszawa

contact@perfectgym.com

(+48) 22 307 34 04

19. Final provisions

19.1 You may not transfer Your rights or obligations under the Agreement without Our prior consent given in writing or in the form of an e-Signature document, otherwise being null and void.

19.2 The Agreement establishes an independent legal relationship between Us. Nothing in the Terms shall be construed as establishing an employment relationship, a relationship under an agency agreement, partnership, joint venture or any similar relationship between the Parties.

19.3 You are bound by the Terms applicable at the time of entering into the Agreement.

19.4 This Agreement shall be governed by and construed in accordance with Polish law.

19.5 Any disputes, controversies or claims arising out of or relating to the Agreement shall be resolved by a Polish common court having jurisdiction over Perfect Gym's registered office.

19.6 Any notices relating to the Agreement shall be made to email addresses indicated in the Offer.

19.7 If the provisions of these Terms prove to be invalid or ineffective, it shall not affect the validity or effectiveness of the remaining provisions. Any invalid or ineffective provisions will be replaced by legally

valid and fully effective provisions with legal effects coming as close as possible to the original provisions of the Parties. If such change is not possible, the invalid or ineffective parts will be removed from the Terms and the remaining parts will remain in force.