

GENERAL TERMS AND CONDITIONS OF PARTNERSHIP OF ONEFIT UNLIMITED B.V.

FOR THE PURPOSES OF A PARTNERSHIP WITH PARTNERS

Located at Apollolaan 151, 1077 AR Amsterdam, The Netherlands

Registered with the Chamber of Commerce under number 64538044

Article 1. Definitions and interpretation

1. In these General Terms and Conditions, the terms below are written with a capital letter and are understood to mean the following:

Activity:	the training, location, workshop, individual or group training course as well as any other activity or facility.
Cancellation Period:	a period in hours before the Activity, up to which the Member may cancel a Reservation (free of charge) without it being considered a Late Cancellation.
App:	OneFit's mobile application and/or mobile Website.
Outdoor Activities:	Activities that are wholly or partly organised or take place outdoors.
Check-in:	the registration of the presence and participation in an Activity by a Member with the Partner via the App.
Check-in Fee:	fee payable by OneFit to the Partner for each Check-in, except for Check-ins by Employees and Influencers.
Drop-in:	the participation in an Activity by a Member without the need for a prior Reservation.
Employee:	employee of OneFit.
Expected Visits	the number of Reservations at the time the Cancellation Period starts.
Guaranteed Spots:	the number of minimum Spots contractually agreed between OneFit and the Partner which the Partner has to offer to Members of OneFit via the Platform.
Influencer:	Member who has received a free subscription from OneFit to promote OneFit's brand, OneFit's services and Partners' location(s).
Inventory:	the total number of Spots made available by the Partner per period.
Late Cancellation:	the situation where a Member cancels the Reservation within the Cancellation Period, but before the Activity begins.
Member:	the natural person who has concluded a Membership with OneFit.
Membership:	a membership that entitles the Member to use the Activities of affiliated Partners against periodic payment.
No-show:	the situation where a Member has made a Reservation, but does not participate in the Activity and has not cancelled the Reservation before the start of the Activity.
OneFit:	The private limited liability company OneFit Unlimited B.V., contractual party to the Agreement with the Partner and user of these General Terms and Conditions.
Open Training:	the Activity during which - with or without a Reservation - sports can be played and during which the Member gives their own interpretation of the sports activity, but during which no organised training is given. It is possible, however, that instructors will be present during the Open Training to give instructions or directions to the Member, either at the Member's request or on their own initiative.

Agreement:	the written agreements between OneFit and the Partner based on which the Partner makes use of OneFit's services, including access to the Platform.
Parties:	OneFit and the Partner jointly and individually "Party".
Partner:	a company affiliated to OneFit, which offers Activities under the Membership and contractual party to the Agreement with OneFit.
Terms and Conditions of Partnership:	the provisions of this document. The Terms and Conditions of Partnership are an integral part of the Agreement between OneFit and the Partner.
Pin:	the place indicated by the Member on the map that serves as the centre point for displaying Activities within the Platform.
Platform:	the online platform of OneFit that enables the Partner to offer Activities to Members and offers Members the possibility to register for Activities offered by the Partner. The Platform can be accessed via the Website as well as via a mobile 'OneFit' app.
Ranking:	the relative importance given to the Activities offered through the Platform, as well as the relevance given by the Platform to search results.
Reservation:	registration for, commitment to or booking of an Activity with a Partner by a Member via the Platform.
Spot:	the possibility made available by the Partner via the Platform for Members to register for an Activity. The following applies: 1 Spot = 1 registration possibility for a Member.
Website:	OneFit's website, which can be accessed via: https://one.fit/ .

2. In these Terms and Conditions of Partnership and the Agreement, "in writing/written" means communication by e-mail, fax or digitally (e.g., via a mobile app or online interface) provided that the identity of the sender and integrity of the content is sufficiently established.

Article 2. Applicability

1. These Terms and Conditions of Partnership apply to all offers, agreements (including the Agreement), services, work and deliveries of OneFit to the Partner, of any nature whatsoever, unless such applicability is wholly or partly excluded in writing or explicitly agreed otherwise.
2. The general terms and conditions of the Partner, however described, are explicitly rejected by OneFit. Deviations from and additions to these Terms and Conditions of Partnership will only apply if and in so far as OneFit has expressly accepted these in writing.
3. If OneFit allows deviations from these Terms and Conditions of Partnership for a short or longer period, tacitly or not, this will not affect its right to demand direct and strict compliance with these Terms and Conditions of Partnership. The Partner cannot derive any rights from how OneFit applies the Terms and Conditions of Partnership.
4. The Terms and Conditions of Partnership also apply to all agreements with the Partner (including the Agreement), for the implementation of which third parties are engaged. Such third parties may rely directly on the Terms and Conditions of Partnership, including any limitations of liability.
5. In the event that one or more of the provisions of the Terms and Conditions of Partnership or any other agreement with OneFit (including the Agreement) conflicts with a mandatory provision of the law or any applicable legal regulation, only the provision in question will lapse and it will be replaced by a new, legally admissible and comparable provision to be determined by OneFit as far as possible in accordance with the intended effect of the illegal, invalid or unenforceable provision.
6. The Partner with whom these Terms and Conditions of Partnership have been contracted once is deemed to tacitly agree to the applicability of the Terms and Conditions of Partnership to any Agreement subsequently concluded with the Partner.

7. In the event of a conflict between the content of an Agreement concluded between OneFit and the Partner and these Terms and Conditions of Partnership, the content of the Agreement will prevail.
8. The Terms and Conditions of Partnership and the Agreement comprise the entire agreement between the Parties concerning the subjects regulated in this Agreement and supersede all previous agreements, understandings and statements (whether direct or indirect) between the Parties in this regard, whether verbal, written or otherwise.

Article 3. Offer of the Partner

1. The Partner is obligated to offer Members access to the full range of Activities and all facilities of the Partner via the Platform. The Partner is not allowed to organise certain Activities outside the Platform or to refuse access to those via the Platform unless it has been expressly agreed that certain Activities and facilities are excluded.
2. The provisions of paragraph 1 of this Article apply to all locations of the Partner which belong to the Partner's company as well as all Activities which are not requested or offered at a Partner's location, such as Activities which are organised outdoors or in a rented location.

Article 4. Inventory

1. If it has been agreed that the Partner will provide a minimum number of Spots (Guaranteed Spots) to Members. The Partner is obligated to always offer this minimum number. The Partner is not permitted to lower the number of Guaranteed Spots or to offer fewer Spots.
2. The Partner is always entitled to offer more Spots to Members than the Guaranteed Spots.
3. OneFit always has the right to exclude or remove Outdoor Activities from its Platform. Outdoor Activities will not be included in the Guaranteed Spots and Inventory, unless expressly permitted by OneFit in writing. If a certain Outdoor Activity is allowed by OneFit, the Check-ins for this Outdoor Activity will be paid at the usual Check-in Fee.
4. If OneFit decides at any time to deviate from the provisions in paragraph 3 of this Article and allow one or more Outdoor Activities, this will not affect OneFit's right to exclude or remove other Outdoor Activities.

Article 5. Spot Management

1. OneFit and the Partner can agree on the number of Guaranteed Spots per Activity or per timeframe. If the Parties have agreed on the number of Guaranteed Spots, OneFit checks at the end of each month whether the Partner has offered the agreed number of Guaranteed Spots and has thus made sufficient Inventory available to Members.
2. Spots, Drop-ins and Check-ins during Open Training are not taken into account by OneFit when determining whether the Partner has offered the number of Guaranteed Spots agreed upon and has thus complied with the mandatory Inventory.

Article 6. Check-ins

1. Members must check in with the App before each participation in an Activity. The Check-in process is GPS-based and only technically possible at the training location. Check-in for an Activity is possible from 30 minutes before until 5 minutes after the start of the Activity. Reservations and Check-ins for the Partner can be tracked in real-time through the partner portal.
2. OneFit will agree with its Members on the number of Check-ins per month per location and/or provider of Activities. OneFit is free to give interpretation to this as it sees fit. OneFit is not obliged to follow the Partner's instructions in this matter. OneFit is free to change the number of Check-ins allowed per month at any time and/or to adjust the fees of its Memberships.
3. Check-ins with a private OneFit account of [employees of] the Partner at a private location of the Partner is not allowed. Check-ins with a private OneFit account of [employees of] the Partner will not be reimbursed by OneFit to the Partner.

Article 7. Late Cancellation

The Partner can choose the Cancellation Period per Activity via the Platform from several options offered by OneFit. The Cancellation Period is expressed in number of hours before the start of the Activity.

Article 8. No-show

OneFit will compensate the Check-in Fee to the Partner for No-shows. This compensation is only paid if the number of No-shows in a certain month is more than 5% (the so-called No-show Threshold) of the number of Expected Visits. In that case, only the Check-in Fee for the number of No-shows above 5% (so not the first 5%) will be paid according to the Expected Attendance Model. The fee is calculated per month and will be visible on the invoice as soon as the No-show percentage in a certain month is higher than 5%.

Article 9. Payments

1. OneFit makes its payments to the Partner based on the number of Check-ins and No-shows. OneFit will base its payments on the number of Expected Visits, according to the Expected Attendance Model:

<i>Payout calculation according to Expected Attendance Model</i>		
Expected Visits	=	Number of Reservations at the start of the Cancellation Period
No-show Threshold	=	(Expected Visits / 100) * 5
No-show Payout	=	Number of No-shows -/- (minus) No-show Threshold
Payout to Partner	=	Check-in Fee * (number of Check-ins + number of No-show Payout)

Article 10. Removal of an Activity

1. The Partner has the right to cancel Activities at its own discretion. If the Partner decides that an Activity cannot take place, the Partner must remove this Activity from the Platform at least 2 hours before the Activity starts. If the Partner does not adhere to this timeframe, OneFit will point this out to the Partner in writing. If the Partner repeatedly removes an Activity within 2 hours before the Activity starts, after OneFit has informed the Partner thereof in writing, OneFit will have the right to unilaterally reduce the Check-in Fee for all Check-ins of that month by 5%. For all subsequent months in which the Partner does not comply with the above-mentioned timeframe, OneFit has the right to reduce the Check-in Fee cumulatively by 5%.
2. When OneFit decides to reduce the Check-in Fee under paragraph 1 of this Article, OneFit will inform the Partner in writing of this decision and the reasons for the reduction.

Article 11. Internal Rules of the Partner

If the Partner has internal rules or other regulations that apply to Members, the Partner should clearly inform Members of the existence and content of these house internal and regulations, for example by making the internal rules or regulations available for review at each location, by posting them in a clearly visible manner and by publishing them online on the Partner's website. The internal rules of the Partner must be written in clear and understandable language.

Article 12. Exclusivity

1. The Partner is not allowed to have or enter into partnerships or agreements with third parties, including but not limited to platforms, that in any way compete with the business activities of OneFit. This includes all companies and platforms that offer access to sports activities in any form and whether local, national or international.
2. The Partner is free to enter into (new) partnerships or agreements with companies or platforms that offer sports-related services and products, such as Partners in the field of (sports) nutrition and personal training or lifestyle guidance, provided that and as long as these partnerships do not compete with the business activities of OneFit.
3. The Partner is free to continue and/or extend in the future the existing agreements with online platforms in the business-to-business sector, which already existed at the time when the Partner entered into the Agreement with OneFit and the existence of which the Partner has pointed out to OneFit in writing. As an exception, any partnership between the Partner and ClassPass is excluded during the exclusive partnership between OneFit and the Partner.

4. By signing, the Partner declares that, at the time of signing, it does not have or has not entered into similar partnerships with competing companies or platforms in the business-to-consumer sector.
5. If the Partner does not comply with the exclusivity clause, OneFit will be entitled, without judicial intervention, to an immediately payable compensation of EUR 10,000 per violation and an amount of EUR 250 per day that the violation continues, without prejudice to OneFit's right to recover all damages resulting therefrom from the Partner.

Article 13. Marketing

1. During the term of the Agreement with the Partner, OneFit has the right to use the company name, brand name and logo, as well as images of the location, screenshots of the Partner's website and images and texts present on the Partner's website (hereinafter jointly referred to as: "Materials") for marketing and advertising purposes, both online and offline. This use is not limited to any particular geographical area or means of communication. That is, OneFit may use these Materials in any of its advertising and/or marketing campaigns, on its Platform, the Website, the app, social media accounts, offline distribution channels and for any other purpose OneFit deems appropriate.
2. All rights to promotional material made by OneFit for the benefit of the Partner during the term of this Agreement, including images and texts, belong to OneFit. The Partner only acquires a right of use concerning these works to the extent that this has been further agreed. The right of use ends by operation of law at the moment the Agreement between OneFit and the Partner ends.
3. If OneFit creates photos, videos or other visual material to promote the Activities (hereinafter jointly referred to as: "Image Material"), the Image Material may not be used by the Partner for its own commercial/advertising purposes (publications, advertising campaigns, online/offline advertisements, sponsored social media posts) and/or its own printed matter (flyers, magazines). The Partner may not modify the Image Material (apply filters, add text, etc.), change it (cut it out, modify it in Photoshop) or in any other way alter it from the original.
4. The Partner hereby acknowledges and agrees that the Image Material will be used by the Partner only under a non-exclusive and non-transferable license that will automatically end upon termination of the partnership between the Partner and OneFit. For example, by the termination of this Agreement, unless otherwise agreed in writing.
5. After termination of the Agreement, the Partner is not entitled to use the Image Material in any way whatsoever to promote its business or the services and products associated with it. After termination of the Agreement, the Partner must cease using the Image Material and remove any Image Material from its website, social media accounts and other channels and promotional communications.
6. The Partner may not use the Image Material for other partnerships and/or platforms with which the Partner may be involved. The Partner is not allowed to remove (or have removed) OneFit's intellectual property indications from the Image Material.

Article 14. Dimming and Delisting

1. OneFit reserves the right to limit, suspend or terminate the provision of services to the Partner. OneFit may, inter alia, remove individual Activities of a specific Partner from the search results on the Platform ("Delist"). In addition, OneFit has the right to limit the appearance of one or more Activities of the Partner on the Platform. For example by adjusting the appearance of the Activities of the Partner in a negative way ("Dimming"). This may include lowering the ranking of the (Activity of the) Partner.
2. OneFit has the right to Dim the Activities of the Partner in the following cases:
 - a. the Partner does not comply with the agreements made with OneFit and is in default;
 - b. the Partner does not or insufficiently comply with repeated requests from OneFit regarding the improvement of the mutual partnership or proposals for the improvement of the turnover realised and to be realised by the Partner;
 - c. the Partner does not achieve the defined goals, including the situation that the turnover realised by the Partner for 3 consecutive months is lower than the amount to which the Partner is entitled according to contractual agreements;
 - d. OneFit has received complaints from Members about how the Partner executes or offers the Activities, and fails to adjust its working methods after having been informed of this in writing by OneFit.
3. OneFit has the right to Delist the Activities of the Partner in the following cases:

- a. the Partner does not comply with the agreements made with OneFit, of which OneFit has informed the Partner of its shortcomings and the Partner subsequently fails to remedy the shortcomings within a reasonable period (default);
 - b. the Partner, board members of the Partner or one of its executive employees act in such a way that it is unlawful, punishable, in violation of the principles of reasonableness and fairness or what is customary in society, that OneFit can no longer be required to display the Activities of the Partner. This includes, in any case, racist and unwanted, sexually-oriented remarks by (executive) employees or board members of the Partner towards Members or employees of OneFit.
4. OneFit's decision to Dim or Delist the Activities of the Partner may have far-reaching consequences for the Partner. Therefore, OneFit will always justify a decision to Dim or Delist in writing to the Partner in advance or at the moment the restriction or suspension takes effect. In doing so, OneFit will clarify the facts that led to the decision to Dimming or Delisting to the Partner, which will help the Partner, where possible, to restore compliance.

Article 15. Termination of the Agreement

Both OneFit and the Partner have the right to terminate the Agreement at the end of the agreed term with a notice period of 30 days. Notice of termination must be given to the other Party in writing. If the Agreement is not terminated in time, it will be tacitly extended for the same duration and under the same terms and conditions.

Article 16. Suspension and Termination of the Agreement by OneFit

1. OneFit has the right to limit or suspend individual Activities offered by the Partner. When OneFit decides to do so, OneFit will provide written motivation for this decision in advance or at the time the restriction or suspension takes effect.
2. In addition to the powers OneFit has under the law to suspend and terminate the Agreement, OneFit is entitled to suspend or prematurely terminate the Agreement with the Partner based on the circumstances as stated in Article 14 (3).
3. If OneFit decides during the term of the Agreement to completely terminate the Agreement with the Partner and with it the use of the Platform by this Partner, OneFit will send the Partner in question a written motivation at least 30 days before the termination will take effect.

Article 17. Complaints

1. The Partner has the right to lodge a complaint with OneFit when OneFit decides to limit or suspend individual Activities of the Partner or when OneFit decides to completely end the partnership with the Partner.
2. Complaints must be submitted in writing and in understandable language to OneFit. In the complaint, the Partner must state the reasons why it does not agree with OneFit's decision to limit or suspend an Activity or to terminate the partnership entirely.
3. OneFit will make an effort to deal with complaints submitted by the Partner as soon as reasonably possible and to respond within 5 working days after receipt of the complaint.
4. If so desired, OneFit will provide the Partner with clarification of the facts that led to the decision to limit, suspend or terminate, which will help the Partner, where possible, to restore compliance. OneFit does not have to justify the decision to terminate if (a) there is a legal obligation not to justify or (b) there is a repeated violation of the General Terms and Conditions.
5. When OneFit revokes the decision to limit, suspend or terminate, for example, because the decision was made in error or the breach of the General Terms and Conditions that led to the decision was not committed in bad faith and has been satisfactorily remedied, OneFit will restore the status of the affected Partner without delay, including by providing the Partner with access to the Platform, services, personal data and/or other data that was available before the decision.

Article 18. Consequences of Termination of the Agreement

1. If the Agreement is terminated by OneFit or the Partner, the Partner can no longer use the Platform and the services of OneFit after the termination of the Agreement. This means that:
 - a. the Partner will no longer have access to its (online) Account;
 - b. Activities of the Partner are no longer shown on the Platform;
 - c. Members will no longer be able to place Reservations for Activities of the Partner;

- d. Members will no longer be able to use their Membership in respect of Activities offered by the Partner;
 - e. Participation of Members in Activities of the Partner will no longer be reimbursed by OneFit to Partner;
 - f. the Partner will no longer have access to the information and data related to the Account of the Partner and stored on the Platform;
 - g. OneFit is no longer obliged to store the information and data related to the Account of the Partner.
2. Information and (personal) data stored by OneFit in the context of the Agreement with the Partner will be removed from its systems or anonymised by OneFit after the Agreement has ended, unless OneFit is obliged by law or regulation to store certain (personal) data.

Article 19. Ranking

1. The Activities of the various Partners affiliated with the Platform of OneFit are displayed on the Platform to Members based on a certain Ranking.
2. Members can themselves specify the radius within which the Platform must show search results of Activities. To this end, Members can place a so-called Pin on the map to indicate the centre of the radius within which the Member wishes to see results. If the Member has not placed a Pin, the current GPS location of the Member when using the Platform will be used as the centre point for the display of Activities within the radius specified by the Member.
3. The main indicators that influence the ranking of the display of Activities are: review count, (number of reviews), review rating (average height of the rating), price (price of the Activity offered), time (start of the Activity), past availability (past availability of the Activity), Check-in count (total number of registered Check-ins), Drop-in count (total number of registered Drop-ins), days since live (number of days the Activity has been offered), future number of classes (number of future classes), past number of classes (number of past registered classes), future availability (future availability of Activities of the Partner).
4. In order to offer relevant Activities to the Member, only the Activities within the radius specified by the Member (from Pin or GPS location) will be displayed. Activities with a high average review score in combination with a high number of reviews will be displayed higher.
5. Employees of OneFit cannot manually influence the display of Activities (for example by placing a certain Activity higher or at the top).
6. Partners cannot influence the ranking of Activities against payment.
7. OneFit does not give preference in the Ranking to Activities organised by OneFit itself.

Article 20. Intellectual Property

1. OneFit reserves all intellectual property rights that may arise from or rest on images, texts, audio and video material, as well as all other works (hereinafter jointly referred to as "Works"), which are published by OneFit on the Platform.
2. The Works referred to in paragraph 1 of this Article also include all Works made by OneFit to promote the Activities or gym of the Partner and the partnership with OneFit.
3. If the Partner sends information, data, texts, images, pictures or sound material to OneFit or uploads it via the Platform, the Partner grants OneFit an unlimited and perpetual right of use to the aforementioned Works in the context of the services of OneFit to the Partner and Members, without OneFit owing any fee to the Partner for the use of the same.
4. As part of the partnership between OneFit and the Partner, OneFit has the right to use logos, trademarks or brand names of the Partner on its Platform, as well as in other promotional expressions, including in social media channels of OneFit and in newsletters, in order to make the partnership known to third parties and to bring the activities of the Partner to the attention of third parties.

Article 21. Data Protection

OneFit will take all reasonable measures to secure the information and data that OneFit receives from the Partner. However, OneFit will not be liable for any damage suffered by the Partner as a result of corruption, theft, loss or unauthorised use of the information and data of the Partner. If the Partner processes personal data on behalf of OneFit or vice versa, the Partner and OneFit will conclude a processing agreement with each other.

Article 22. Liability

1. OneFit will not be liable for any damage arising from any failure in the performance of its obligation(s) to the Partner. Any claim for damages, including business interruption (downtime, loss of income and other indirect damages of any kind) and damages resulting from liability to third parties, is expressly excluded unless the damage is due to intent or gross negligence of OneFit or its managers.
2. OneFit is not liable for any damage or physical injury suffered by a Member at a Partner's location or during an Activity. This is also stated in the General Terms and Conditions of OneFit to its Members. The Partner will indemnify OneFit for all claims by Members in this respect.

Article 23. Force Majeure

1. The Parties will not be obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance that is not due to their fault, and for which they cannot be held accountable by the law, a legal act or generally accepted practice.
2. In these Terms and Conditions of Partnership, force majeure is understood, in addition to what is included in the law and jurisprudence, to be all external causes, foreseen or unforeseen, over which the Parties cannot exercise any control, but as a result of which a Party is unable to fulfil its obligations, including the impossibility of offering Activities or the agreed number of Guaranteed Spots as a result of an epidemic or pandemic.
3. The Parties can suspend the obligations from the Agreement during the period that the force majeure lasts. If this period lasts longer than 30 days, each of the Parties will be entitled to dissolve the Agreement without any obligation to pay damages to the other Party.
4. If the Partner is not able to offer Activities or the agreed number of Guaranteed Spots due to force majeure, the agreed Guaranteed Payout will be adjusted unilaterally by OneFit. In such an event, OneFit will not be obliged to pay the Guaranteed Payout and will only pay the Check-in Fee according to the Expected Attendance Model of Article 9 of these Terms and Conditions of Partnership.

Article 24. Amendment to the General Terms and Conditions

1. OneFit reserves the right to unilaterally amend the Terms and Conditions of Partnership at any time. The amended Terms and Conditions will be communicated to the Partner before the commencement or at the time when the intended amendment comes into effect. The amended Terms and Conditions will also apply to Agreements already concluded.
2. If the Partner does not wish to accept the amended Terms and Conditions, the Partner has the right to terminate the Agreement with due observance of a 15-day notice period. The Partner will inform OneFit in writing, within 30 days after the proposed amendments have been communicated by OneFit, that the Partner wishes to terminate the Agreement. In that case, the notice period will be 15 days and the Agreement between OneFit and the Partner will end after the expiry of this notice period.
3. If the Partner fails to inform OneFit in writing of its desire to terminate the Agreement with OneFit per the notice period mentioned in paragraph 2 of this Article, the Partner will be deemed to have tacitly agreed to the amendments and the amended Terms and Conditions will enter into force on the date announced.
4. The notice period as mentioned in paragraph 2 of this Article will not apply if (a) OneFit is obliged to amend the Terms and Conditions of Partnership due to a legal or regulatory obligation that does not allow for observance of the notice period or (b) OneFit needs to amend the Terms and Conditions of Partnership to overcome an unforeseen and imminent danger in connection with the protection of the online intermediary services, Members or Partners against fraud, malware, spam, personal data breaches or other cybersecurity risks.

Article 25. Applicable Law and Choice of Forum

1. All Agreements between OneFit and the Partner will be governed by Dutch law.
2. All disputes that arise from an Agreement to which these Terms and Conditions of Partnership apply in whole or in part, or from other agreements that are a consequence of such an agreement, will be settled by the competent court in the district of OneFit's place of business unless a mandatory provision of the law prevents this. This does not affect the fact that OneFit can agree with the Member or Partner to settle the dispute through independent arbitration.