SERVICE AND CLUB MEMBERSHIP AGREEMENT

Beck Box Club Praha s.r.o.
Vinohradská 2405/190, Vinohrady, 130 00 Praha 3, Company ID: 25734083, Tax ID: CZ05785880, entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 65375 (hereinafter referred to as the "**Company**")
and #

Client – Member's name and surname:		Date of birth:
Street and house No.:		Phone:
Postcode:	City:	E-mail address:

(hereinafter referred to as the "**Member**")
hereby enter into this Service and Club Membership Agreement (hereinafter referred to as the "**Agreement**") under the following conditions:

	12 months	**1 month**	**Single entry**	
1 Club Membership				
Multiclub Membership				

Membership commencement date:	**Membership end date:**	**Means of payment:** Credit/debit card/bank transfer (incl. variable symbol)	**I agree with collection from debit/credit**
			Yes / No
Date of first payment:	**Proportional part of the Membership Fee for the 1st month of Membership:**	**Membership Fee:**	**How did you find us?**

General Terms and Conditions (hereinafter referred to as the "**GTC**") of the Company form an integral part of the Agreement and the Member read them carefully before signing the Agreement, which he confirms with his signature. The Member hereby declares that he fully agrees with the GTC without reservations. The Member also declares the he made himself familiar with the Visiting rules of the Company/Clubs and the safety rules and that he is fully aware of his health condition, which does not prevent him from using the Services.
ONLY INCLUDE THIS PART IF THE AGREEMENT IS ENTERED INTO ONLINE: The Member hereby explicitly asks the Company to grant him the permission to use the Services (stated in the GTC) prior the expiry of the term to withdraw from the Agreement.

Signatures	_____ Beck Box Club Praha s.r.o. [ADD], [ADD]	_____ Member

ONLY INCLUDE THIS PART IF THE PERSON ENTERING INTO THE AGREEMENT IS UNDER 18 YEARS OF AGE: #
I, the undersigned statutory representative of the Member, hereby declare that I have read the Agreement, the GTC and Visiting rules and I agree that the Member enters into the Agreement.

Name and surname:		Date of birth:
Street and house No.:		Phone:
Postcode:	City:	E-mail address:

_____
Member's statutory representative

INFORMATION ON PERSONAL DATA PROCESSING AND GIVING CONSENT WITH THE PROCESSING

The Company processes the personal data you stated in the Agreement and the personal data you provided the Company with to enter into and perform under this Agreement, in order to fulfil its legal obligations or send you advertising messages upon you consent, or for a different purpose you gave your consent for.
More information on the processing of your personal data is available on our website www.formfactory.cz.

|__| I agree that the Company process my personal data in the following extent:

- name, surname, address,
- phone and e-mail,

for the purposes of sending advertising (including marketing offers, vouchers, promotional presents, notices of competitions and other events) by e-mail, SMS and/or in post.
I give my consent for the duration of the Agreement and the following 10 years and I am aware of the fact that I can withdraw my voluntarily given consent at any time by sending an e-mail to osobniudaje@formfactory.cz, sending a letter to the Company's address or withdraw my consent to receive any marketing e-mails.

|__| I agree that the Company process my personal data in the following extent:

- photographs of my person for my identification for the purposes of using the Company's services, especially for an easy check upon entrance to the premises of the club.

I give my consent for the duration of the Agreement and the following 10 years and I am aware of the fact that I can withdraw my voluntarily given consent at any time by sending an e-mail to osobniudaje@formfactory.cz, sending a letter to the Company's address.

|__| I agree that the Company process my personal data in the following extent:

- taking photographs and making videos when I visit the club, during group lessons or workouts and free sharing and distribution of such photographs for the purposes of including such photographs and videos in the marketing materials of the Company (including the Company's website, social media, articles about the Company's activities published on the Internet or in any print media).

I give my consent for the duration of the Agreement and the following 10 years and I am aware of the fact that I can withdraw my voluntarily given consent at any time by sending an e-mail to osobniudaje@formfactory.cz, or by sending a letter to the Company's address.

Signature	_____ Member

GENERAL TERMS AND CONDITIONS

I. – INTRODUCTORY PROVISIONS

1. These General Terms and Conditions (hereinafter referred to as "**the GTC**") set the mutual rights and duties between Beck Box Club Praha s.r.o., with registered office at Vinohradská 2405/190, Vinohrady, 130 00 Prague 3, Company ID: 25734083 (hereinafter referred to as "**the Company**"), which operates fitness clubs, the list of which is included in Annex 1 to the GTC and which the Company has a right to modify unilaterally at any time (more clubs jointly are hereinafter referred to as the "**Clubs**" and individually as the "**Club**"), and an individual using the Services (as specified below) in the Club (Clubs) (hereinafter referred to as the "**Member**").
2. Membership of the Member in the Club is governed by the Service and Club Membership Agreement entered into between the Company and the Member (hereinafter referred to as the "**Agreement**") in person when visiting the Club or by electronic means.
3. The Services provided by the Company are generally understood as allowing access into the premises of the Club (clubs) and equipping them for exercising, different types of lessons and other sports activities (if applicable) under the guidance of an instructor, providing relaxation services (if applicable) and any other paid services e.g. personal training, massages, revitalizing and cosmetic services (hereinafter referred to as the "**Services**"). This list of services is not complete; their full list is entirely at the Company's discretion. The Company has the right to unilaterally modify the list of the Services at any time. The scope of the Services may vary from Club to Club. If the rendition of the Services is interrupted for a period that in total does not exceed 30 days of a calendar year, the Member is not entitled to compensation. The Services in each Club are subject to current availability and capacity.
4. The GTC also apply to Members, who obtained the Membership status on the basis of "Agreement on the Membership of a Third Person" entered into between the Company and a third person (hereinafter referred to as "**Payer**") to their benefit. All financial duties resulting from such agreement for the relevant Member are paid by the Payer, including the obligation to pay contractual penalties and other sanctions according to the agreement with the relevant Member.

II. – TYPES OF MEMBERSHIP

1. The Company offers different types of Membership based on two criteria: A) Number of the Clubs the Member is entitled to visit (1 Club Membership and Multiclub), and B) duration of the Agreement (Membership for 1 month, 12 months, Single entry) (jointly hereinafter referred to as „**Membership**").

A. **1 Club Membership and Multiclub**

1. **<u>1 Club Membership</u>** entitles the Member to use the Services of one selected Club during all its opening hours.
2. **<u>Membership Multiclub</u>** entitles the Member to use the Services of all Clubs belonging to Beck Box Club Praha s.r.o. (listed in Annex 1 of the GTC) during all their opening hours.

B. **Membership for 1 month, 12 months, Single entry**

1. **<u>Membership for 1 month</u>** → A Member who enters into a written Agreement for an indefinite period has the right to use the Services for an indefinite period of time, however, for the minimum of 1 month. The Membership commences on the day stipulated in the Agreement upon payment of i) the proportional part of the Membership Fee for the first month of the Membership calculated as a percentage of the monthly Membership Fee corresponding to the number of days remaining to the end of the month in which the Membership commenced and the number of days in the relevant month, should the Membership commence on a different day than on the first day of the calendar month; and ii) the Membership Fee for the whole 1st calendar month of the Membership, and ends on the last day of the first full calendar month following the first day of the Membership.
2. **<u>Membership for 12 months</u>** → A Member who enters into a written Agreement has the right to use the Services for the period that commences on the day stipulated in the Agreement upon payment of i) the proportional part of the Membership Fee for the first month of the Membership calculated as a percentage of the monthly Membership Fee corresponding to the number of days remaining to the end of the month in which the Membership commenced and the number of days in the relevant month, should the Membership commence on a different day than on the first day of the calendar month; and ii) the Membership Fee for the whole first calendar month of the Membership or the Membership Fee for the whole time of the Membership, and ends on the last day of the 12th full calendar month following the first day of the Membership.
3. **<u>Single entry</u>** → The user of the Services of one Club is by an Agreement upon the payment of the Membership Fee granted one entry to the particular Club and the use of the Services of the Club for the duration of the single entry.

III. – COMMENCEMENT AND EXPIRATION OF CLUB MEMBERSHIP, SUSPENSION OF MEMBERSHIP

1. The Membership commences upon entering into the Agreement and paying the proportional part of the Membership Fee for the first month of the Membership if the Membership commences on a different day than on the first day of the calendar month and the Membership Fee in full (or the Membership Fee for the first month of the Membership in case of the Membership for 12 months).
2. The Membership and the membership rights resulting from it apply exclusively to the Member, they may not be transferred to third persons without a prior written consent of the Company and do not pass on the legal successors of the Member. Application for Membership transfer must be submitted using a form (available on the Company's website or at the reception of each Club), either online or at the reception of any Club.
3. The Membership is for a person under 18 years of age may only be established if a statutory representative of such person

co-signs the Agreement.

4. The parties may terminate the Agreement upon mutual agreement.

5. Membership for 1 month (1 Club, Multiclub) expires also based on the Member's notice of termination with one-month notice period, which shall commence on the first day of the following calendar month after the notice of termination was delivered to the Company, such notice must be delivered no later than on the 20th day of the previous month.

6. Membership for 12 months (1 Club, Multiclub) expires on the last day of the whole 12th calendar month following the first day of the Membership. The Member is entitled to terminate the Membership prematurely by a notice of termination with one-month notice period, which shall commence on the first day of the following calendar month after the notice of termination was delivered to the Company, such notice must be delivered no later than on the 20th day of the previous month. The notice of termination shall only be effective if the Member of the Company pays at the latest together with the delivery of the written notice of termination (i) the Membership Fee for the last month of the Membership in the amount of the Membership for 12 months and (ii) the difference in the Membership Fee for Membership for 1 month and the Membership Fee for the Membership for 12 months multiplied by the months of the Membership duration.

7. Authorisation for the Single entry expires upon use of the one entry to the selected Club, i.e. the moment the Member leaves the Club after his visit.

8. The Member has right to withdraw from the Agreement concluded online by sending a written notice of withdrawal within 14 days after the Agreement is concluded. The form for the notice of withdrawal is available on the Company's website and at the receptions of the Clubs. In this case the Company will return all payments to the Member (including the Membership Fee) that the Member already paid on the basis of the Agreement. If the Member used the Services before the withdrawal notice has been delivered to the Company, only a proportionate part of the Membership Fee will be returned.

9. The Company reserves the right to terminate the Agreement with immediate effect if the Member breaches the Agreement, the GTC or the Procedural Regulations of the Club repeatedly or in a substantial manner or if the Member repeatedly does not respect the instructions of the Company's management or staff responsible for the Club operations and safety. If the Company terminates the Agreement pursuant to this clause, it has the right to keep any already paid Membership Fees as a contractual penalty for the breach of the Agreement, even if they are related to a period following the termination of the Agreement. The Member is further obliged to pay the Company a contractual penalty in the amount equal to the Membership Fee for three months (in the standard amount for the relevant Membership type regardless of any discounts). This is without prejudice to the Company's right to claim compensation for damage in full amount. The Membership may be renewed or a new Agreement may be concluded only if the Member has paid all (including previous) outstanding amounts and obligations to pay. i.e. the Member has no debts towards the Company.

10. Upon a written request of a Member with Membership for 12 months or a Member whose Membership for 1 month has run for at least 3 months and upon a medical report stating that the Member is not able to undertake sports activities for longer than 1 month, the Company may suspend the Membership of such Member for the maximum of 2 successive calendar months in the period of 12 calendar months unless otherwise agreed with the Member.

11. Upon a written request of a Member with Membership for 12 months or a Member whose Membership for 1 month runs for more than 1 year, the Company may suspend the Membership without giving any reason for the maximum of 1 calendar month. Such suspension may be used only once during the duration of the Agreement.

12. The request for the suspension must be submitted to the Company using the relevant form (available on the Company website and at the receptions of the Clubs) online or at the reception of any Club and the Company must receive it no later than on the 20th day of the calendar month preceding the calendar month in which the suspension is to apply.

13. During the suspension period of the Membership, the Member does not have the right to use the Services. Membership Fees are payable also during the suspension period of the Membership and if the Member duly paid all fees during the whole period of the Agreement duration (i.e. has no outstanding amounts), the duration of the Agreement will be extended by the suspension period of the Membership and no Membership Fees are due for this period.

IV. – MEMBERSHIP CARD

1. After the Member has paid the Membership Fee (or its proportional amount), the Member will be issued with a Membership card. The Membership card is a proof of Membership and entitles the Member to use the Services.

2. The card is personal and non-transferable. It is forbidden to lend it to other persons. The Member must report the loss or theft of the Membership card to the Company immediately, at a reception of any Club. The Member must pay an administrative fee for a new Membership card in the amount specified in the Company's price list valid to date.

3. The Member (who is already issued with a card) must identify himself with the Membership card upon entry of the Club. In the event of doubts regarding the Member's identity, the Member is obliged to identify himself/herself upon request of the Company's staff with a personal identity card, passport or a different official document bearing his photograph. If the Member fails to identify himself/herself with a Membership card or by a different means upon the Company's staff's request, the Member does not have the right to use the Services and the Company may deny him/her the entry to the Club.

V. – Membership Fees, PAYMENT CONDITIONS

1. For the rendered Services, the Member is obliged to pay the Company membership fees in the amount specified in the

Company's price list for the given billing period (hereinafter referred to as the "**Membership Fee**").

2. The billing period for the Membership Fee is one calendar month unless stipulated otherwise. The billing period for the Membership for 12 months is (depending on the Member's request) either 1 calendar month or 12 calendar months, the Membership Fee is payable in advance. The billing period for the Membership for 1 month is 1 calendar month. The billing period for the Single entry is one visit.

3. The Membership Fee for the whole billing period for Memberships for 12 months and 1 month and for Single entry is payable upon entering into the Agreement, at the request of the Member, the Membership Fee for the Membership for 12 months may be paid in monthly installments payable no later than the last day of the previous month.

4. If the Membership for 12 months or 1 month does not commence on the first month of the calendar month, the Membership Fee for this incomplete month will be calculated as a proportional part of the monthly Membership Fee.

5. Unless explicitly stated otherwise, the Membership Fee for the whole first calendar month and (if the Membership does not commence on the first day of the calendar month) for a part of the first calendar month of Membership for 12 months and 1 month is payable upon entering into the Agreement. The Membership Fee for each following month of Membership for 12 months and 1 month is payable no later than the last day of the preceding month. For the purposes of the GTC, the term "payable" means the day the payment is credited to the bank account of the Company. The date of taxable supply of the Membership Fee for Memberships for 12 months and 1 month is the last day of the calendar for which the Membership Fee is paid.

6. If the Member is in default with the payment of the Membership Fee (or any part of it) or with any other payment the Member has to pay to the Company, the Company has the right to deny the Member the entry to the Clubs until the Member pays the outstanding balance in full and unilaterally suspend the provision of the Services. This does not affect the Member's obligation to pay the relevant Membership Fees also for the period when the provision of the Services is suspended.

7. If the Member is in default with the payment of the Membership Fee for the Membership for 12 months for longer than 14 days, the Company has the right to terminate his Agreement with immediate effect. In such case, the Member is obliged to pay the Company (i) the Membership Fee for the last month of the Membership in the amount for the Membership for 12 months and (ii) the difference in the Membership Fee for the Membership for 1 month and the Membership Fee for the Membership for 12 months multiplied by the months of the Membership duration.

8. If the Member is in default with the payment of the Membership Fee for longer than 14 days in case of Membership for 1 month, the Agreement is terminated automatically with immediate effect.

9. The fact that the Member does not use the Services of the Club does not relieve the Member of the obligation to pay the Membership Fees. With the exceptions specified in the GTC, the Company does not compensate or return the Membership Fees payable for the duration of the Agreement.

10. The Company reserves the right to modify its price list, especially to unilaterally increase Membership Fees due to changes of the relevant legal regulations of the Czech Republic, especially if the rate of VAT or other taxes rises after the conclusion of the Agreement. If such increase exceeds 10 % of the original Membership Fee, the Member has the right to terminate the Agreement.

11. The Company also reserves to right to increase the Membership Fees at the beginning of every calendar year by the percentage rate corresponding to the year-on-year inflation rate in the Czech Republic for the previous calendar year, expressed by the increase of the average annual index of consumer prices published by Czech Statistical Office. This increase is applicable to all Membership Fees from the day the increase is published on the Club's premises and the Company's website.

12. The Membership Fees may be paid by bank transfer to the Company's bank account using the variable symbol specified in the Agreement, by a debit card, credit card or by other means that the Company explicitly allows.

VI. – RESPONSIBILITY OF CONTRACTUAL PARTIES

1. The Company is liable for damage to property or physical injury of the Members (for the purposes of this clause, Members means also authorised users of the Services who are not Members) if it occurred by direct and unambiguous culpable breach of the obligations (either wilful or as a result of gross negligence) of the Company or its employees.

2. The Member is liable to the Company for damage the Member causes to the Company or its subcontractors by a breach of his statutory or contractual obligations resulting from the Agreement, the GTC or the Visiting rules of the Club.

3. There are lockers available to the Members to deposit personal belongings in (except cash and valuables). The Member is responsible for proper locking of his/her locker. If the locker is not locked, the Company is not liable for damage to the things deposited in it.

4. The Member may not bring valuables to the Club (e.g. mobile phones, laptops). The Company does not bear responsibility for cash or valuables (especially mobile phones, laptops) the Member brings to the Club.

5. Prior to using the Services, the Member is obliged to familiarise himself/herself in detail with the Visiting rules of the Club, which are available at each Club. When using the Services, the Member is obliged to observe the Visiting rules of the Club and follow the instructions of the Company and its employees or other persons rendering services to the Members on behalf of the Company (including instructors and trainers).

6. The Company does not bear any responsibility for damage to property or health that the Member may incur as a result of a failure to observe the regulations or instructions of the Company, its employees, instructors or trainers. The Company does not bear any responsibility for damage to property or health that the Member incurs intentionally, as a result of negligence or overestimating his/her physical fitness.

7. In case the Member finds out that his/her health prevents him/her from continuing to use the Services or if such continuance could damage the Member's health, he/she is obliged to inform the Company or its representatives (instructors) of this fact and immediately cease using the Services.

VII. – FINAL PROVISIONS

1. The Member must inform the Company of any changes in his personal or contact details stated in the Agreement without undue delay after such change occurred.
2. The Company will send to the Member all documents by recorded mail to the address specified in the Agreement or electronically to the last address the Member specified. In the event of any doubts, a document sent via recorded mail is deemed delivered the moment the postal licence holder delivered the document to a place where the Member can accept it (i.e. including storing it at the relevant post office) and an e-mail is deemed delivered the moment it was delivered to the Member's e-mail address.
3. The Company processes the Member's personal data which are stated in the Agreement or which the Member gave it for the purposes of concluding and performing under the Agreement so that it were able to perform its legal duties or send the Member advertising messages with the Member's consent, or for other purposes for which the Member gave his consent. Personal data are processed in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and related Czech legislation and in accordance with the Company's Principles for handling personal data, which specify how the Company handles the Members' personal data, what information about the Members it stores, how it uses the information and to whom it gives them. The Principles for handling personal data also list all rights of the Members regarding personal data processing, especially the right for information, correction, deletion or the right to withdraw their consent at any time. Regarding personal data processing, the Company declares that it i) processes personal data in accordance with statutory requirements, ii) ensured that the persons authorised to handle personal data were bound by the statutory confidentiality duty, iii) adopted appropriate technical and organizational measures to ensure the necessary level of personal data protection, and iv) will inform the supervisory authority or the data subject in the event that the security of personal data is compromised.
4. The Company has the right to temporarily or permanently change the scope of the Services provided by the Club or the Club address without prejudice to the other conditions of Memberships already in existence.
5. The Company has the right to unilaterally change the Visiting rules of the Club or the price list of the Services at any time. With the exceptions stipulated in clauses V.10 and V.11 above, the changes of the price list do not apply to Memberships already existing at the time of the change. The changes of the Visiting rules apply to the Member from the day they were published on the premises of the Club.
6. The Company has the right to unilaterally change the GTC at any time. In such a case, the Company is obliged to publish the notice of the changes of the GTC (including the proposed new wording) on its website and the reception of each Club at least 30 days before the planned effective date.
7. In the event that the Member does not agree with the change of the GTC, he/she must inform the Company of this fact before the planned affective date and terminate the Agreement.
8. If the Member agrees with the change of the GTC or the Member does not respond to the notice of the new wording of the GTC, he/she is deemed to have implicitly agreed with the proposal. If the explicit or implicit consent is given, the changes of the GTC become effective on the first day of the month following the consent.
9. The version of the GTC is at all times available on the Company website, on the premises of the Club and, upon request, at the Company headquarters.
10. Any invalidity or inefficacy of any provision of the GTC does not affect the validity and effectiveness of other provisions.
11. The contractual parties' mutual rights and duties which are not expressly regulated by the GTC are governed by the legal order of the Czech Republic, as appropriate. The contractual parties have agreed that the following provisions of Act No. 89/2012 Sb., the Civil Code: Sections 1764–1766, Sections 1793–1795, Section 1971, Sections 1977–1979, Section 2000, Section 2002, Section 2050 and Section 2593 will not apply to the legal relationships established by the Agreement.
12. The Czech Trade Inspection Authority is competent for out-of-court settlement of any consumers' disputes resulting from the Agreement.
13. The GTC are valid and effective as of 24th June 2019.