



HYROX 365

TRAINING CLUB

AFFILIATION AGREEMENT

(the "Agreement")

Agreement

by and between

1. **UpsolutSportsGmbH**,
with registered office at Bahrenfelder Str. 322, 22765 Hamburg/ Germany (doing business as HYROX and HYROX365) and Tax-ID No. DE311191102 ("Upsolut" or "we"/"us"),

and

- 2.

with place of business at

and Tax-ID No.

("Participant" or "you")

Upsolut and Participant jointly, the "Parties"

I. Background

1. Upsolut is the creator of the international fitness competition series "HYROX-theWorldSeriesof Fitness Racing" ("HYROX") and HYROX365, the accompanying B2B "Affiliation Program" (the "Program"). The Program is being offered on a worldwide basis to gyms and individuals, self-employed fitness instructors and trainers and comprises a set of rights and benefits specifically composed for the B2B fitness market.
2. The Participant wants to sign up for the Program and enter into a corresponding agreement with Upsolut.
3. After signing up for the Program, the Participant becomes a HYROX TRAINING CLUB in which he/she/they can offer HYROX training and other services related to HYROX training such as personal training, remote & online coaching and programming.

Having so stated, the Parties enter into the following Affiliation Agreement ("Agreement").

II. Agreement

1. In General

- 1.1. These terms and conditions set out hereunder comprise all the legal terms applying between us and you in relation to your registration to participate in the Program.

- 1.2. We reserve the right at our discretion to amend any general terms, if there is (i) a change in the applicable laws, and/or (ii) change in rights, benefits, and pricing. Upsolut will notify you if we implement any such changes in writing or by email. If Upsolut requires your consent to amending the Program inventory and/or pricing, your consent will be deemed given in case you do not object to such modification in writing within 60 calendar days after notification. If the Participant does not object within this period, ongoing continuing obligations shall continue to exist under the amended general terms. If the Client objects in due time, such continuing obligations shall continue to exist under the original general terms; however, Upsolut shall be entitled to terminate the contractual relationship ordinarily.

2. The Program, Term and Benefits and Restrictions of Use

- 2.1. The Program runs for twelve (12) consecutive months following registration ("Term") and consists of the non-exclusive rights and benefits as detailed in the Annex 1 (and Annex 2, if applicable) for advertising and commercial purposes of the Participant's business and taking place within your country of business registration ("Territory").
- 2.2. The rights and benefits are for you, your business and/or your business members only and must not be transferred to any other people and businesses without our consent. This applies in particular to any specific registration-links and/or -codes for HYROX events within your geographical region provided by Upsolut for commercial promotion and advertising purposes. In case of misuse we may withdraw, retract, block or otherwise delete such preferential registration rights and benefits without replacement.
- 2.3. You are permitted to use the title "HYROX TRAINING CLUB" solely for the purpose of identifying your affiliation with Upsolut, HYROX and the Program. This title may only be used separated from your business name, personal name, digital/social naming's, and/or business signage. You are strictly prohibited to use the HYROX title in any other form or fashion other than "HYROX TRAINING CLUB" and/or create by way of analogue or social media communication, irrespective of whether in word or visual language, the impression that you are associated with HYROX. For social media communication that forbids you to use the title "HYROX TRAINING CLUB" or "HYROX Gym" or "HYROX" or "HY" or "ROX" or "HYSociety" within your account name and handle.
- 2.4. The rights and benefits must be used in strict compliance with the terms of our Agreement. Failure to comply with the restrictions of use as set out in clause 2.2 and 2.3 above and/or the requirements of use as detailed in clauses 5.4 and 5.5 will entitle us to terminate our Agreement with you for cause in accordance with clause 8.2.2 and claim for damages which may include but not be limited to loss of brand identity and value, loss of reputation, loss of sales as well as legal expenses to protect our brand rights as well as our authorized partners licensed rights.
 - 2.4.1. "Loss of brand identity" refers to any actions or omissions by you that significantly dilute, alter, or misrepresent the core elements and distinctive characteristics of the HYROX brand. This includes, but is not limited to:
 - a. Unauthorized use of Branding Materials as defined in clause 5.4.
 - b. Significant deviation from HYROX's established branding guidelines and standards.
 - c. Introduction of conflicting branding elements that cause confusion among customers or stakeholders about the affiliation between your business and Upsolut.

- d. Failure to maintain the visual and operational standards that align with HYROX's brand image as outlined in this Agreement and accompanying documentation.

2.4.2. "Loss of reputation" refers to any conduct, behavior, or business practices by you that cause substantial damage to the public perception of Upsolut. This includes, but is not limited to:

- a. Engagement in illegal or unethical activities that become public and are associated with Upsolut.
- b. Receiving negative public attention or media coverage that reflects poorly on Upsolut.
- c. Consistent and documented complaints from customers regarding your services that are severe enough to tarnish HYROX's reputation.
- d. Violation of industry standards, regulations, or HYROX's policies that result in significant negative publicity or damage to HYROX's standing in the community or industry.

2.5. The Term will be prolonged for another twelve (12) consecutive months if the Agreement is not terminated by either Party in accordance with clause 8.1 stipulated hereunder.

2.6. Please be advised that while your HYROX affiliation permits the extension of gym or personal training services through digital delivery, it is mandated that such digital services must not be operated as a standalone business entity. Should you wish to pursue a primarily digital operational model, it is requisite that you upgrade to the HYROX Digital Partner Package. Compliance with this directive is mandatory to maintain your HYROX affiliation in good standing.

3. Affiliation Registration

3.1. To register for the HYROX TRAINING CLUB, please visit www.hydrox365.com and register:

- 3.1.1. truthfully complete the Program booking form available on the HYROX365 website. In doing so, you must not use any false information or misrepresent the information of another entity or person as applying to you;
- 3.1.2. consent to the storage and processing of your data in accordance with the provisions of the General Data Protection Regulations; and
- 3.1.3. confirm your acknowledgment and acceptance of the terms and conditions of this Agreement and
- 3.1.4. electronically sign this Agreement.

- 3.2. Once this Agreement is signed, a binding contract is entered into between us and you to participate in the Program in accordance with, and subject to, the terms of this Agreement. You will receive a copy of the signed contract, and you will be redirected to a shop checkout-page, the final step of the affiliation-process. Here, you will be asked to fill in your company's details such as legal entity name, business address, tax ID (if applicable), payment method etc. After your registration, you will receive a welcome email, with more instructions on your first steps with the affiliation. The Agreement constitutes a binding, irrevocable and unconditional offer to participate in the Program in accordance with this Agreement.

4. The Fee and Terms of Payment

- 4.1. In consideration for your participation within the Program, you shall pay to Upsolut the yearly fee of EUR/USD 1500 net per location plus any applicable fiscal charges levied thereon ("Fee").
- 4.2. The Fee is due for payment immediately upon registration for the Program and may be paid annually by SEPA, credit card, or debit card.
- 4.3. Upsolut will provide you with a proper invoice for each payment at least seven (7) business days before the respective due date.
- 4.4. If payment is not processed for any reason whatsoever, Upsolut is entitled to suspend your participation within the Program until any outstanding payment is received and/or terminate the contract for cause in accordance with clause 8 hereunder and recover all costs reasonably associated with such termination.

5. Delivery of Material, Intellectual Property and Use Requirements

- 5.1. We will provide you via e-mail access to the HYROX Performance Hub which contains everything from group training, programming, coaching, marketing materials as well as a brand- and logo-guideline and a comprehensive summary of the do's and don't's in relation to logo-usage, naming of your business and social media outlets.
- 5.2. All intellectual property rights, in particular industrial property rights, copyrights and know-how of Upsolut as well as similar or equivalent rights of protection which subsist or will subsist in the future relating to any documents, title, logo, marks, signage or other material provided by Upsolut to you during the Term ("IPR") are solely owned by Upsolut.
- 5.3. The Participant shall recognise and respect all IPR and shall not procure, distribute, market or sell any Products which are counterfeits of the Product or otherwise infringe Upsolut's IPR.
- 5.4. Upsolut grants Participant a non-exclusive, simple, non-transferable and temporally limited right to use the "HYROX", "HYROX365" or "HYROX TRAINING CLUB" logos, trademarks, or other branding materials (collectively referred to as "Branding Materials") for only for the Term and the purpose of this Agreement and only under the requirements that the use (i) complies fully with HYROX's corporate brand guidelines, (ii) is of a style, appearance, workmanship, and quality consistent with the reputation, image, and prestige of HYROX and its HYROX events, (iii) is not used as visual to identify any of your social media accounts or other online presentations (e.g., website) and (iv) must be pre-approved by Upsolut according to the following mechanism:

- 5.4.1. Before using any Branding Material, you must submit a written request for approval to Upsolut. This request must include the following details:

- a. The specific Branding Materials you wish to use.
 - b. The context in which the Branding Materials will be used (e.g., marketing materials, website, social media).
 - c. A visual mock-up or description of how the Branding Materials will be displayed.
- 5.4.2. The request for approval must be sent to the designated contact at Upsolut via email at branding@hyrox365.com.
- 5.4.3. Upsolut will review the request and provide a response within ten (10) business days. The response will either grant approval, deny the request, or request modifications. If modifications are requested, you must submit a revised request reflecting these changes for further review.
- 5.4.4. You may only use the Branding Materials in the exact manner and for the specific purpose that has been approved. Any deviation from the approved use requires a new request and approval.
- 5.4.5. All approvals granted under this clause are revocable at any time at the sole discretion of Upsolut. Upon revocation, you must immediately cease using the Branding Materials as directed by Upsolut.
- 5.4.6. Failure to comply with this approval mechanism may result in the termination of this Agreement under Clause 8.2.2.
- 5.5. Modification and/or combination of the Branding Materials with any other mark, logo, design, name, or business entity is strictly prohibited.

6. Representation and Warranties

- 6.1. Upsolut represents and warrants that:
- 6.1.1. the HYROX trademark has been duly registered with the competent authorities; and
 - 6.1.2. it is not aware, at the time of conclusion of the Agreement, of any third-party rights that conflict either with the registration or the use of the HYROX trademark.
- 6.2. You represent and warrant that:
- 6.2.1. all information provided within the registration process is fully accurate,
 - 6.2.2. the person registering the Participant for the Program and entering into this Agreement is fully authorized to do so,
 - 6.2.3. you will neither (i) be attacking by yourself nor supporting the attack of a third party on the HYROX brand, (ii) using the HYROX brand contrary to the Agreement; (iii) damaging the HYROX brand in any way; and/or (iv) registering or using own trademarks for the product range covered by the contract which are identical or similar to the HYROX trademark, logo or other identifications.

7. Limitation of Liability

7.1 Upsolut shall only be liable for damages claims, irrespective of their legal nature, including, in particular, breach of contractual duty or tort, in the following cases:

7.1.1. Willful misconduct;

7.1.2. culpable injury to life, body or health;

7.1.3. gross negligence; and/or

7.1.4. in other cases of breach of a material contractual obligation (*wesentliche Vertragspflicht*), i.e. an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the fulfilment of which the Participant regularly relies on and may rely on and/or the breach of which jeopardises the purpose of the contract.

Apart from that, the liability of Upsolut is excluded.

7.2. In the cases of clause 7.1.4, Upsolut's liability is limited to typical and foreseeable damage.

7.3. The exclusions or limitations of liability, pursuant to Sections 7.1 to 7.2, shall also apply to the same degree in relation to any acts of Upsolut's legal representatives, and vicarious agents. Beyond this, Upsolut shall not be liable for the grossly negligent breach of non-essential contractual obligations by simple, non-managing vicarious agents.

7.4. Upsolut shall not be liable for the non-fulfilment of its obligations if the non-fulfilment is due to force majeure. Force majeure shall be deemed to exist if there is an external influence that is extraordinary and unavoidable, such as in cases of operational disruptions, riots, war, natural disasters, political unrest, pandemics, official orders and other unavoidable events. As long as force majeure exists, the obligation of Upsolut to fulfil his obligations is suspended. If Upsolut does not perform its obligations due to force majeure for a period of more than thirty days, either Party may withdraw from the contract without judicial intervention and without any obligation to pay compensation.

7.5. Technical data, specifications and performance data in public statements, in particular in advertising material, are not quality specifications. The functionality of Upsolut's website and/or (web) applications are initially based on the description in these terms of use.

7.6. Insofar as Upsolut's website and/or (web) applications offer the possibility of forwarding to databases, websites, services, etc. of third parties, e.g. by setting links or hyperlinks, Upsolut shall not be liable for the accessibility, existence or security of these databases or services, nor for their content. In particular, the Upsolut shall not be liable for the legality, accuracy, completeness, up-to-dateness, etc. of the content of such databases or services.

8. Termination and Settlement of the Agreement after Termination

8.1. Each Party may terminate the Agreement with legal effect to the last day of the term by giving the other party a two months' notice in writing.

8.2. Without notice, each Party shall be entitled to terminate this Agreement in writing for cause. Such cause shall be deemed to exist, inter alia, if:

- 8.2.1. a Party culpably breaches an obligation material to it under this Agreement and does not remedy such breach of obligation even after having been requested to do so, or does not remedy it in the future; or
- 8.2.2. the Participant fails to comply with its obligations relating to the restriction of use and/or the requirements of use of HYROX benefits, title rights, marks, logo, brands; or
- 8.2.3. the Participant formally rejects a modification of the Agreement that Upsolut requests in respect of the entire Program and all contracted participants; or
- 8.2.4. an application is filed for the opening of insolvency proceedings against the assets of the other Party, or liquidation is resolved.

8.3. Termination shall be without prejudice to the rights and liabilities which have accrued to either Party prior to the date of expiry or early termination. In case of early termination, no refund shall be issued. This does not apply to a termination after the amendment of this Agreement according to We reserve the right at our discretion to amend any general terms, if there is (i) a change in the applicable laws, and/or (ii) change in rights, benefits, and pricing. HYROX will notify you if we implement any such changes in writing or by email. If HYROX requires your consent to amending the Program inventory and/or pricing, your consent will be deemed given in case you do not object such modification in writing within 60 calendar days after notification. If the Participant does not object within this period, ongoing continuing obligations shall continue to exist under the amended general terms. If the Client objects in due time, such continuing obligations shall continue to exist under the original general terms; however, Upsolut shall be entitled to terminate the contractual relationship ordinarily.

8.4. Upon termination of this Agreement, your right to participate in the Program and to use the HYROX brand, title, logo, mark and other materials shall cease to exist, and you are obligated to immediately return to Upsolut all printed materials received and to immediately, verifiably, and irretrievably destroy any retrieved material in file format.

8.5. If you have acquired own trademark rights because of the use of the HYROX brand in commercial transactions, you are obligated to transfer these to Upsolut after termination of the Agreement.

9. Privacy and Data Protection

9.1. You acknowledge and agree that Upsolut may use any information provided by you for the following purposes:

- 9.1.1. the enforcement of Upsolut's legal rights;
- 9.1.2. to notify you of HYROX events, activities, publications and services that are in the legitimate interest of Upsolut or should you consent to receiving these from Upsolut;
- 9.1.3. to notify you of any amendments to these terms of the Agreement and/or any of the HYROX Events within the Territory; and
- 9.1.4. to comply with the applicable laws.

- 9.2. The Parties shall inform each other about mandatory requirements of the applicable data protection laws and, if necessary, provide the other Party with appropriate instructions so that it complies with the requirements of the applicable data protection laws. The Parties declare their willingness to conclude additional agreements, if necessary, which ensure compliance with the relevant data protection regulations.

10. Confidentiality

10.1. You are obligated to maintain secrecy with respect to any and all information and material of any kind whatsoever (including, without limitation, technical information as (pending) patents, product descriptions or formulations, production methods, test data as well as business and financial information as cost information, price lists, customer lists, strategic and business plans and projects), and all tangible and intangible embodiments thereof of any kind whatsoever (including, without limitation, apparatus, compositions, documents, drawings, machinery, patent applications, records and reports), which is disclosed by Upsolut to the Participant prior to or during the Term of this Agreement (whether in writing, or in oral, graphic, electronic or any other form) and that is marked as confidential or classified as confidential by its nature, or if disclosed orally or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure or is of a type that is customarily considered to be confidential information provided to you by Upsolut ("Confidential Information").

10.2. The Participant commits to use any Confidential Information only for the purpose of fulfilling the Agreement or to exercise any rights granted herein. The Participant will not make Confidential Information accessible to third parties or rather will only make Confidential Information available to those of his employees or employees of its affiliated companies or anyone acting on behalf of him and/or his affiliated consultants who need it in connection with the Agreement and who are required to adhere to a confidentiality agreement corresponding to this clause 10, as far as they are not governed by an employment or consultancy agreement with a general confidentiality agreement that has an equivalent level of protection. Prior to the provision of Confidential Information to an affiliated company or consultant company, the Participant has to ensure that an applicable agreement with the affiliated company or consultant company exists, which obliges that company to treat Confidential Information in a manner corresponding to this clause 10.

10.3. Sections 10.1 and 10.2 above apply in particular to the use of Confidential Information in the form of printed materials, templates and files, which must be stored in such a way that third parties cannot gain knowledge of them.

10.4. It is agreed by the parties that any violation of the stated agreement by a consultant or employee of either Party or their affiliates is equal to an infringement by that Party.

This confidentiality obligation does not apply to Confidential Information that:

10.4.1. was at the time of its disclosure published to the receiving Party or otherwise generally available to the public; and/or

10.4.2. has after disclosure to the receiving Party been published or become generally available to the public other than by breach of the Parties Agreement or the present Agreement by the receiving Party; and/or

10.4.3. was already known to the receiving Party at the time of its disclosure by the disclosing Party and was not otherwise acquired by the receiving Party from the disclosing Party under any obligations of confidence; and/or

10.4.4. has at any time after the date of the conclusion of the Parties Agreement been acquired by the receiving Party from a third party having the right to disclose the same to the receiving Party without breach of obligation owed by that third party to the disclosing Party; and/or

10.4.5. was developed independently of the work performed under the Agreement by the receiving Party.

10.5. Media press releases by the Participant in connection with the Program and/or any Confidential Information will only be allowed with prior written consent of Upsolut.

10.6. The obligations according to this clause 10 shall also apply beyond the Term and beyond the date of any other associated agreement, and in particular with regard to information provided verbally.

11. **Infringement of Third-Party Property Rights** Should the Participant learn from a third-party claim that the Branding Materials are claimed to infringe the intellectual property rights of a third party, it shall inform Upsolut thereof without undue delay. To the extent possible, Upsolut may, at their expense, assume the defense against claims asserted on the basis of the alleged intellectual property right infringement and may conduct any negotiations relating to resolving the legal dispute. The Participant shall support Upsolut in such proceedings, to the extent it is reasonable and appropriate to facilitate the defense and settlement discussions. This shall not affect Upsolut's liability for defects in title.

12. General

12.1. This Agreement has been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and any translated version, the English version shall prevail.

12.2. The Agreement constitutes the entire agreement between the Parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other Party in relation to our contractual relationship which is not already set out in this Agreement. Verbal agreements or ancillary agreements do not exist.

12.3. Amendments and supplements to the Agreement shall only be legally effective if they have been agreed in writing. This also applies to amendments of the written form requirement itself.

12.4. The construction, validity, and performance of the Agreement is governed by German law (excluding the Convention on Contracts for the International Sale of Goods – CISG).

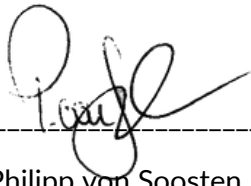
12.5. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be the Regional Court (*Landgericht*) of Hamburg, Germany. However, the Provider shall also be free to bring an action before the court having jurisdiction for the Participant's place of business instead.

12.6. If any provision of the Agreement is or becomes invalid, the validity of the remaining provisions shall not be affected. In this case, the Parties shall replace the invalid clause with a valid one that comes as close as possible to the economic purpose and intention of the invalid clause.

Signed on behalf of

Upsolut Sports GmbH

Participant



Philipp von Soosten
Authorized Global Gym Affiliation
Manager

Authorized Representative

SAMPLE

Annex 1

GLOBAL AFFILIATION PROGRAM

Rights and Benefits

(effective as of July 1st, 2024)

Title Rights	
"HYROX TRAINING CLUB"	non-exclusive, simple, non-transferable and temporally limited right to use the title "HYROX TRAINING CLUB" within analogue and/or digital business communication, including communication via social media channels, and display signage on-site within your business location.
Brand / Logo Rights	
HYROX & HYROX365	non-exclusive, simple, non-transferable and temporally limited right to use the HYROX & HYROX365 brand and approved imagery in print marketing materials as well as online on your website.
HYROX TRAINING CLUB Finder	
Online	non-exclusive, simple, non-transferable and temporally limited right to name your business (including contact details and location) within the official HYROX TRAINING CLUB Finder on our HYROX website (hyrox.com/find-a-hyrox-partner-gym/)
HYROX 365	
Access to systems	<p>The HYROX365 PERFORMANCE HUB with access to:</p> <ul style="list-style-type: none"> - Daily Group Class Training - Movement Library - Coaching Tips & Resources - Marketing Tips & Resources - Marketing assets for print and internet <p>FITR</p> <ul style="list-style-type: none"> - 90 days free access to the platform with access to pre-built HYROX workouts which are free of use - 10% discount thereafter <p>Free access for all affiliate-coaches to our "Foundation Level".</p>
Academy	One free licence for our "Level 1" Academy Online course (only for gyms/coaches that sign up before September 14th, 2024)
HYROX Training & In-House Competitions	
In-house events	<p>Host and conduct training sessions under the name of HYROX.</p> <p>Organize small events, also using the name and brand of HYROX. It has to be clear that it's not an official HYROX event/race!</p> <p>Organize and host our PFT and/or workouts under our "Benchmark-Series" (TBA)</p>