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# Terms and Conditions for Partners

## 1 Scope

- 1.1 FIRST LIFEMOST PORTAL CO. L.L.C., Unit SR-G-01-043, Ontario Tower, Business Bay Dubai, UAE, license number 1074545, registered number 833228 (hereinafter referred to as "Lifemost") operates a Lifemost Platform which allows Clients to buy subscription and use Services of different Partners.
- 1.2 These Terms and Conditions for Partners (hereinafter referred to as "T&C") apply to all contracts concluded in the context of the business relationship between Lifemost and its Partners in connection with the Lifemost Platform.
- 1.3 These T&C shall apply exclusively. Differing, conflicting or additional terms and conditions on the part of the Partner shall only become part of the Contract to the extent to which Lifemost has expressly agreed to their validity in writing.

## 2 Definitions

The capitalized terms shall have the meanings as defined in this Clause 2:

- 2.1 "Authorized Users" means the Partner's employees who are authorized to access the Platform.
- 2.2 "Booking" means a reservation of a place for a Client to receive a Service from a Partner under the conditions specified in the Contract and in the Partner's Account (type of Service, time, address, etc.).
- 2.3 "Booking Code" means a unique combination of characters generated by Lifemost and transmitted to the Client, which is a confirmation for the Partner of the Client's right to use the Service. The validity period of the Booking Code starts 45 minutes before the beginning of the Service and ends 24 hours after the end of the Service.
- 2.4 "Client" means a natural person who owns the Lifemost subscription and can use Services.
- 2.5 "Child" means a minor using the Services according to the Lifemost subscription managed by the Client. Children only have access to Services for which it is specifically stated that they are available to children.
- 2.6 "Confidential Information" means all information disclosed to one party by the other party, whether in writing, electronically or orally, digitally or in any other form. Confidential Information includes, but is not limited to, information relating to technologies, inventions, software and/or hardware, new products, intellectual property, know-how, marketing plans, financial situations, business strategies, business relationships, business plans, business calculations, pricing policy or personnel matters of one of the parties. Confidential Information

also includes the content of the Individual Contract concluded between the Partner and Lifemost.

2.7 **“Contract”** means the Individual Contract and these T&C.

2.8 **“Force Majeure”** means events or circumstances that could not have been foreseen at the time of Contract conclusion despite reasonable care, are beyond parties sphere of influence, and could not have been avoided or overcome by reasonable measures. In particular, these include but are not limited to: a) war and other military conflicts, terrorist attacks, civil war, riots, insurrections; b) currency and trade restrictions, embargoes; c) explosions and fires; d) floods, earthquakes, typhoons and other natural disasters or extreme natural events; e) epidemics/pandemics and diseases; f) labour unrest, such as industrial action; g) actions, failures to act or measures of a government or official orders; h) faults or failure of operating facilities (or parts thereof), which are necessary for the fulfilment of the Contract.

2.9 **“Individual Contract”** means a partnership or other agreement concluded between the Partner and Lifemost.

2.10 **“Lifemost subscription”** means a single subscription organized by Lifemost for individuals (Clients and Children) to receive Services from different Partners.

2.11 **“Materials”** means information about Partner, Partner’s locations, Services, how and where they are provided, images, descriptions, schedules, special requirements and contraindications for Services, and any other information that may be reasonably necessary.

2.12 **“Minimum Contract Period”** shall have a meaning as indicated in clause 4.1.

2.13 **“Online Service”** means Services conducted by the Partner online via the Internet, provided in a digital (electronic) form and consumed by Clients using digital (electronic) devices, including the use of third-party software.

2.14 **“Partner”** means Lifemost’s contractual partner named in the Individual Contract.

2.15 **“Partner’s Account”** means software interface, which contains information about the Partner, types, and schedule of Services, their cost and other Materials, number of Services provided, as well as provides the possibility of remote interaction of the parties under the Contract, available to the Partner after authorization with the login and password on the Platform.

2.16 **“Platform”** means the mobile application "Lifemost" for Android and iOS, as well as related software products operated by Lifemost that provide access to the database of the Services of various Partners, the ability to purchase a Subscription, and book the Services. With the help of the Platform, Clients book the Services, the Partner places its Materials, collects statistics of the Services provided, provides and receives reports, and performs other actions provided by the functionality of the Platform.

2.17 **“Report”** shall have a meaning as indicated in clause 7.5.

2.18 **“Services”** means sports and recreational, information and entertainment, developmental, beauty, or other services conducted by the Partner for the Client/Child.

2.19 **“Subsequent Term”** shall have a meaning as indicated in clause 4.1.

### **3 Object of the Contract**

3.1 The object of the Contract is a cooperation of the Partner and Lifemost connected with Lifemost subscription and organization of the Service provision to the Clients.

3.2 Lifemost includes Partner’s Services in the Lifemost subscription or any type of it.

## **4 Contract conclusion, term and termination, amendments to the T&C**

- 4.1 The Contract shall take effect when both parties sign the Individual Contract for a period of 12 months (hereinafter referred to as "Minimum Contract Period"). At the end of the Minimum Contract Period or at the end of the Subsequent Term, the Contract shall be automatically extended for a period equal to the Minimum Contract Period (hereinafter referred to as the "Subsequent Term").
- 4.2 Each party may terminate the Contract by giving a one-month written notice. During the period between the notice of termination and the effective date of termination, Partner (1) shall maintain, and not restrict, Lifemost's access to Partner's reservation software (if any), and (2) shall not reduce the percentage of its inventory made available to Lifemost by more than 50%.
- 4.3 Lifemost has the right to immediately suspend the Partner's access to the Platform and/or terminate the Contract unilaterally by notifying the Partner in the following cases: (a) a breach by the Partner of the obligations provided in the Contract; (b) if, as a result of an inspection carried out by the Lifemost in connection with the receipt of negative feedback/negative reviews about the Partner Lifemost concludes that there are sufficient grounds to take appropriate measures.
- 4.4 Lifemost may change these T&C or any part of it at any time. Changes to the T&C shall be announced to the Partner by email to the indicated email address not later than 3 weeks before the changes take effect.
- 4.5 Should there be any inconsistency or conflict between the Individual Contract and these T&C, the Individual Contract shall prevail.
- 4.6 The parties are entitled to enter into similar contracts with other persons.

## **5 Partner's Services**

- 5.1 The Services provided by the Partner to the Client using the Lifemost subscription are subject to a separate agreement between them. Lifemost is not a party of this agreement and does not provide the Services. Lifemost will not have any liability with regards to the Clients and Services and any actions resulting from the Services and interactions between Partner and Client.
- 5.2 The list of the Partner's Services is included in the Individual Contract.
- 5.3 At least 70% of the Partner's Services shall be performed by the Partner, and not by its partners/contractors.
- 5.4 The Partner is obliged to provide services to the Clients who have made a Booking.
- 5.5 The Partner agrees not to charge Clients for any fees associated with Services booked through the Platform unless otherwise agreed in advance in the Individual Contract. The only charges which the Partner may assess the Clients in connection with Services are equipment use or rental fees, and then only if such fees expressly have been disclosed to Lifemost in the Individual contract. Partner may not charge Clients any fee that is not being charged to Partner's existing and regular clients. Lifemost reserves the right to credit our Clients for any fees improperly assessed against them and then to apply such credits against payments otherwise due to the Partner hereunder. In addition, Lifemost has no responsibility for any payments that may be due to the Partner from the Clients.

5.6 The Partner shall carry out the Service to Client/Child at the place and time, as well as with the participation of the Partner's employee if it is indicated on the Platform at the time of Booking the Service. If a specific person(s) has (have) been designated to perform the Service, the Partner ensures that the Service is performed by that person(s).

5.7 The Partner has a right to:

- (1) require that Client/Child comply with the Partner's rules for access to the Service;
- (2) if Client/Child violates the Partner's rules, refuse to allow Client/Child to use the Service.

5.8 The Partner will treat Lifemost Clients the same as its other clients and agrees not to target consumers via offers, deals, promotions, communications, or otherwise because they are or were (or because they are not or were not) Lifemost Clients.

5.9 The Partner guarantees that the information provided by it for posting about the Services contains all the necessary information stipulated by law and also guarantees that the Services sold by the Partner meet all the requirements of the applicable law.

5.10 In case a Partner's violation of the guarantees mentioned in paragraph 5.9. of the T&C was the reason for claims, suits and/or orders to pay penalties to Lifemost from state authorities and/or third parties (including Clients), the Partner shall immediately upon the request of Lifemost provide it with all the requested information (documents) related to the relevant Booking and the services sold under it, to assist Lifemost in settling such claims and suits, as well as compensate Lifemost for all damages.

5.11 The Partner agrees to comply with the following requirements when conducting the Online Services:

- (1) The room in which the Online Service is held should be bright, preferably with a monochrome background, with enough space and light. It is recommended to place the camera on a tripod purchased in advance and fix it in such a way that the light falls on the person conducting the Online Service. It is forbidden to place the camera against the light.
- (2) The person conducting the Services must have wireless headphones.
- (3) The camera must allow high-quality footage.
- (4) Before starting the Online Service, the Partner shall ensure that the camera is correctly set up, shooting horizontally.
- (5) Independently pay for the cost of the ZOOM platform.
- (6) Provide a high-speed and stable Internet connection during the performance of the Service.

5.12 In case of violation by the Partner of the requirements stipulated in clause 5.11, the Partner may be held liable:

- (1) At the first violation by the Partner of the rules stipulated by clause. At the first violation by a Partner of the rules stipulated in clause 5.11, the performed Service, where the violation took place, shall not be subject to payment by Lifemost.
- (2) In case of a repeated violation by the Partner of the rules stipulated in clause 5.11. The Partner shall be obliged to pay a fine to Lifemost for each Client present at the relevant Service in the amount of 50% of the cost of the Service and further

cooperation between the Parties for conducting the Online Services shall be terminated.

## **6 Booking and Client Identification**

- 6.1 After the Client books Partner's Services using the Platform, the Partner receives information about the Booking in the Partner's Account on the Platform.
- 6.2 All Bookings are confirmed unless canceled by the Partner or the Client as specified below in this clause.
- 6.3 Booking cancellation rules:
  - (1) The Partner has the right to cancel the Booking no later than 12 hours before the scheduled time of the Service. In this case, the Partner shall pay Lifemost a penalty in the amount of 50% of the cost of the canceled Service. This penalty can be deducted by Lifemost from the amount payable to the Partner.
  - (2) In case the Partner notifies Lifemost about the cancellation of the booked Service less than 2 hours before the beginning of such Service, as well as in case of absence of the notification, which caused the Client's arrival, the Partner shall pay compensation to Lifemost in the amount of 100% of the price of the canceled Service, established by Individual contract. This penalty can be deducted by Lifemost from the amount payable to the Partner.
  - (3) The Client has the right to cancel the Booking no later than 12 hours before the scheduled time of the Service without loss of funds. Cancellation later than this period results in loss of funds.
- 6.4 For the provision of Services, Parties identify Clients in one of the following ways:
  - (1) with the help of the Booking Code, which the Client presents to the Partner before receiving the Service. The Partner activates the Booking Code in the Partner's personal profile on the Platform; The Partner has 24 hours to enter the Booking Code from the moment of completion of the Service; if the Booking Code is not entered, such a session is considered not attended and is not subject to payment. In case the Partner enters the Booking Code after 24 hours from the moment of the completion of the Service, such Service shall not be payable; or
  - (2) with the help of the Booking Code, which is activated by means of NFC-reading, when the Client visits the place of providing the Services; in this case, the visit is automatically confirmed in the Partner's Account.
- 6.5 The Partner has the right to:
  - (1) require Client/Child to provide the Booking Code and identification documents;
  - (2) refuse Client/Child to use the Service if they refuse to provide the Booking Code and (or) identification documents.

## **7 Remuneration, Payment terms, and Reporting**

- 7.1 The Services and their prices are defined in the Individual contract.

- 7.2 Unless expressly stated otherwise, the Partner shall be responsible for all other taxes and duties that apply to the sale of Services. If Lifemost is obligated to levy or pay such taxes and duties, Lifemost shall invoice the Partner for these taxes and duties, unless the Partner submits to Lifemost a valid exemption certificate issued by the competent tax office which states that no tax needs to be levied. Lifemost has a right to deduct its payments to the Partner to the amount of such taxes.
- 7.3 Lifemost has a right to set-off of claims against the Partner and to deduct its payments to the Partner.
- 7.4 Lifemost keeps records on the Platform of the number of Clients, and the number of Services booked and provided.
- 7.5 At the end of each month, Lifemost forms a Report for a reporting month (hereinafter - the "Report") and provides it to the Partner through the Partner's Account on the Platform no later than on the 5th (fifth) day of the month following the reporting month.
- 7.6 Upon receipt of the Report from Lifemost, the Partner undertakes to sign and stamp it (if applicable) and upload a scanned copy of it in the form in the Documents section in the Partner's Account on the Platform not later than on the 10th (tenth) day of the month following the reporting month.
- 7.7 If no other payment terms were agreed in the Individual contract, Lifemost will pay for the Services no later than 15 (fifteen) business days from the date of uploading of the Report agreed and signed by both Parties under the invoice of the Partner.
- 7.8 Payments are made by transfer of funds to the Partner's account indicated in the Individual contract or communicated by the Partner to Lifemost. The date of payment is the date when the funds are debited from Lifemost's account.

## **8 Partner's Account, Materials, and access data**

- 8.1 Lifemost creates an account for the Partner on the Platform.
- 8.2 The Partner shall be obliged to provide Lifemost with Partner's Materials as described in Annex 1 to this T&C. The Partner undertakes to keep the Materials up to date in its account on the Platform and bears all risks associated with the inaccuracy of the Materials.
- 8.3 Lifemost places Materials or part of it on the Platform and gives Clients access to this information and the ability to book Partner's Services on the Platform. The display of the Partner Materials may be accompanied by additional information and reference materials of the Platform (such as but not limited to information about the Service ratings and reviews of the Service).
- 8.4 The Partner's access to the Partner's Account on the Platform shall be password-protected, using the access data assigned to the Partner by Lifemost. For security reasons and to prevent misuse, Lifemost recommends that Partners change their passwords at regular intervals.
- 8.5 Only Authorized Users may access Partner's Account. The sharing of access data and otherwise permitting or enabling the use of Partner's Account by third parties is strictly prohibited.
- 8.6 The Partner shall be obliged to inform Lifemost without undue delay if it is aware of or suspects misuse of access data or passwords. In the event of misuse or suspected misuse, Lifemost shall be entitled to block access to the Platform until the circumstances have been

clarified and the misuse has ceased. Lifemost also reserves the right to change the Partner's access data for security reasons; in such cases, Lifemost shall inform the Partner without undue delay.

## **9 Platform Support**

- 9.1 Lifemost shall provide the Partner with free support at various service levels in order to deal with faults with the Platform as well as general consulting and training services related to the usage of the Platform.
- 9.2 The free support shall not include: general transfer of know-how, customizing, integration, consulting and training.

## **10 Duties of cooperation on the part of the Partner**

- 10.1 The Partner shall support the execution of the Contract by actively cooperating in an appropriate manner. In particular, the Partner shall be responsible for ensuring, at no charge, all prerequisites within its sphere of operation that are necessary for the proper cooperation and provision of Services.
- 10.2 The Partner shall provide Lifemost with complete and accurate account information, including your legal company name, street address, e-mail address, bank account, and such other information as may be requested by Lifemost. The Partner is responsible for the accuracy and timely updating of such information and agrees to promptly notify Lifemost in writing if any such information changes. The Partner agrees that Lifemost has no responsibility or liability whatsoever for any loss or damages caused, either directly or indirectly, by inaccurate mentioned information.
- 10.3 The Partner immediately informs Lifemost about the following events: revocation or suspension of the Partner's license to carry out Services and issuance of a new license.
- 10.4 The Partner shall provide duly certified copies of the documents confirming the information about the Partner within 3 (three) days from the date of receipt of the corresponding request.
- 10.5 The Partner shall inform the Client/Child about the rules of the Partner's provision of the Service.
- 10.6 The Partner shall inform Lifemost about any attempt to use the Booking Code by a person other than the Client/Child.
- 10.7 The Partner shall be required
  - a) to create and maintain the technical prerequisites for access to the Platform in its own area, particularly with regard to the hardware and operating system software used, connection to the internet, and ensuring that its browser software is up to date;
  - b) to take the necessary precautions to secure its systems during the entire contract period, in particular, to use the standard browser security settings and to employ up-to-date protection mechanisms to guard against malware.
- 10.8 The Partner shall be responsible for maintaining and protecting the Partner's data and undertakes to back these up regularly. Every data backup by the Partner must be carried out in such a way that the recovery of data is possible at any time.
- 10.9 The Partner shall be required to inform Lifemost in text form about any service disruptions (service defects, lack of availability) without undue delay after becoming aware of them, at the

latest on the following working day, as well as to provide Lifemost with clear and detailed information about the service disruptions, stating all information that could be useful for identifying and analyzing the service disruptions. In particular, the Partner must specify the work steps which led to the occurrence of the defect as well as the appearance and effects of the defect. In the event of service disruptions, the Partner shall support Lifemost to an appropriate extent in identifying and eliminating errors.

## **11 Further obligations on the part of the Partner, prohibited activities, indemnification**

- 11.1 The Partner shall be required to use the Platform provided by Lifemost only to the contractually agreed extent and for the contractually intended purpose and within the framework of the applicable legal provisions and to refrain from all actions that could endanger or disrupt the functioning of the Platform.
- 11.2 In particular, the Partner shall be obliged
  - a) not to use the Platform to create, store or send any content that is pornographic, glorifies violence, is discriminatory, prohibited by law, harmful to young people, in violation of moral standards, or harmful to public order and safety;
  - b) when using the Platform, do not collect, store, send, or otherwise process any data relating to racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, genetic data, biometric data, health data, or data relating to sex life or sexual orientation;
  - c) not to violate any copyright (e.g., for photos, graphics), trademarks (e.g., logos) and other property rights or other legally protected goods of Lifemost or third parties (e.g., personal rights) when using the Platform;
  - d) not to use the Platform to send unsolicited messages that could be considered spam;
  - e) to access the Platform exclusively via the interfaces provided by Lifemost;
  - f) to ensure that its information and data transmitted via the Platform are not infected with viruses, worms, or Trojans;
  - g) not to use any devices, products, or other means that serve to circumvent or overcome technical measures used by Lifemost for the prevention of unauthorized use;
  - h) not to use any web crawlers, robots, spiders, site search/retrieval applications, or other automated means or comparable technologies to access the Platform or to retrieve or evaluate content.
- 11.3 The Partner shall be obliged to inform the Authorised Users of the above provisions and to ensure compliance with them.
- 11.4 The Partner shall indemnify Lifemost against all claims asserted by third parties against Lifemost due to violation of their rights or due to rights infringements caused by content created or transmitted by the Partner using the Platform. The Partner shall also bear the necessary costs of Lifemost's legal defense in this regard, including court and lawyer fees. This indemnification shall not apply if the Partner is not responsible for the infringement of the rights. This shall not affect the assertion of further rights and claims by Lifemost, in particular, the right of extraordinary termination for good cause and claims for damages.

## 12 Intellectual property, rights of use, references

12.1 The Platform, the graphics and images used, the content as a whole as well as individual pieces of content, including the system presentation texts, as well as the software code on which the Platform is based, are protected in whole or in part by copyright or other intellectual property rights. All rights are exclusively reserved by Lifemost or Lifemost's licensors. In particular, the Platform shall not serve as white label services.

12.2 In particular, the Partner shall be prohibited from

- reproducing, modifying, adapting, translating, decompiling, disassembling or deriving the Platform, performing reverse engineering, or otherwise attempting to derive the source code underlying the Platform,
- using, evaluating or displaying the Platform in order to construct, modify or otherwise create a network environment, a program, an infrastructure, or parts thereof with features comparable to those of the Platform.

12.3 In accordance with the Individual Contract and the following provisions, the Partner shall be granted the simple, non-exclusive, non-transferable right, limited to the duration of the Individual Contract, to access the Platform using a browser and an internet connection and to use them for the purposes of the Contract. Lifemost shall be entitled to take technical measures to prevent use beyond the permissible scope, in particular, to install access barriers.

12.4 The Partner shall grant Lifemost the irrevocable right, free of charge, to anonymize, aggregate, and use the data associated with the Partner and its Services.

12.5 Lifemost shall be entitled to include the Partner in Lifemost's reference list and to name the Partner in a suitable manner as a reference on a website and in printed and digital marketing and advertising materials. For this purpose, the Partner shall grant Lifemost free of charge a non-exclusive, worldwide, non-transferable right to use the Partner's company name and logo.

## 13 Restriction/blocking of the Partner's Account

13.1 Lifemost reserves the right to temporarily or permanently restrict the Partner's use of the Platform or to temporarily or permanently block the Partner's access to the Platform if

- there is concrete evidence that the Partner has allowed or in any other way deliberately enabled an unauthorized third party to use the Partner's Account or the access data;
- there is concrete evidence of misuse, unauthorized or fraudulent use of the user account, or such use is to be feared on the basis of concrete evidence;
- the Partner repeatedly violates other provisions of these T&C despite a warning;
- other circumstances exist that would entitle Lifemost to terminate the Contract.

13.2 When selecting measures according to Clause 13.1, Lifemost shall take into account its own operational requirements and liability risks as well as the legitimate interests of any claimants and the Partner (e.g., fault, weight of the breach of duty, risks, statement by the Partner) in an appropriate manner.

13.3 Lifemost shall inform the Partner without undue delay of any temporary or permanent restriction or blocking of its Partner's Account, stating the reasons.

## **14 Third-party applications and websites**

The Platform may contain hyperlinks to external applications and websites, over whose content Lifemost has no influence. Such hyperlinks are provided to the Partner for reference purposes only. Lifemost assumes no liability for external content. If Lifemost becomes aware that linked content is illegal, Lifemost shall remove the corresponding hyperlink without undue delay.

## **15 Data protection**

- 15.1 The parties undertake to comply with all requirements of applicable law regarding the processing of personal data and undertake to use the personal data received exclusively to fulfill the obligations under the Contract.
- 15.2 The Partner shall not use any Client's data that Lifemost sends the Partner for any other purpose, including but not limited to marketing or sending communications via mail or email. In order to use the Client's data for any purpose other than the indicated above, the Partner must collect the Client's data and consent (if applicable) directly from the Client in a manner that complies with applicable data protection law.

## **16 Confidentiality**

- 16.1 With regard to the Confidential Information of the other party, each party shall be obliged to
  - a) keep such information strictly confidential and only use it in connection with the contractual purposes;
  - b) take appropriate confidentiality measures to secure such information against unauthorized access by third parties;
  - c) only disclose or pass on such information to those employees and bodies as well as commissioned service providers who or which need to know this information for the execution of the Contract, and who or which are subject to an obligation to maintain confidentiality that guarantees at least the same level of protection as under the Contract;
  - d) not disclose or pass on such information to third parties, unless the third party is a consultant or potential investor of the receiving party and the respective consultant or investor is subject to an obligation to maintain confidentiality that guarantees at least the same level of protection as this agreement or is already professionally bound to secrecy.
- 16.2 The confidentiality obligations under Clause 16.1 shall not apply to Confidential Information that can be proven to
  - a) have been known or generally accessible to the public before its communication or transfer or becomes known or generally accessible to the public at a later date, as long as there is no breach of a confidentiality obligation;
  - b) have been already known to the receiving party prior to disclosure by the disclosing party, as long as there is no breach of a confidentiality obligation;
  - c) have been developed independently by the receiving party without using or referring to the Confidential Information of the disclosing party;
  - d) have been handed over or made available to the receiving party by an authorized third party, as long as there is no breach of a confidentiality obligation; or

- e) be required to be disclosed due to mandatory legal provisions or a decision of a court and/or an authority.

16.3 The confidentiality obligations under Clause 16 shall remain in force for a period of 2 years after termination of the Contract.

## **17 Non-solicitation**

17.1 For a period of 2 years after termination of the Contract, the Partner shall not solicit for employment any of the current employees of Lifemost.

## **18 Limitations of Liability**

18.1 Lifemost shall not be liable:

- (1) for any indirect/indirect losses and/or lost profit of the Partner and/or third parties;
- (2) for any part of the services required for the implementation of the Contract performed by the Partner as well as for any damages resulting from the action or omission or violation of the Contract by the Partner or its clients, representatives, agents or subcontractor(s);
- (3) for any acts or omissions of a Partner which are in violation of the law;
- (4) for illegal actions of third parties aimed at the violation of information security or normal functioning of the Platform, including failures in the work of the Platform caused by computer viruses;
- (5) For absence (impossibility to establish, termination, etc.) of the Internet connection between Partner's server and Platform's servers.

18.2 Lifemost shall only be liable without limitation for damages in case of intent and gross negligence on the part of Lifemost, its vicarious agents and/or legal representatives.

## **19 Force Majeure**

19.1 If a party is completely or partially prevented from fulfilling the contractual obligations due to Force Majeure, a party shall be released from these obligations for the period and to the extent that Force Majeure prevents its performance.

19.2 As soon as a party becomes aware of a situation involving Force Majeure that completely or partially prevents a party from fulfilling the contractual obligations, a party shall be required to notify the other party without undue delay ("notification") and, as far as reasonably possible, to provide another party with an estimate of the extent and the expected duration of its inability to perform within 10 working days. If the notification is not issued without undue delay, the party shall only be released from its obligation to perform from the point in time when the notification is issued.

19.3 If a party invokes Force Majeure, a party shall make every economically reasonable effort to minimize the extent of the consequences caused by the Force Majeure for the contractual obligations. A party shall regularly inform the other party in an appropriate manner about the current status as well as the extent and the expected duration of the impediment to performance.

- 19.4 Lifemost shall be released from its payment obligation to the extent that and for as long as a party is prevented from fulfilling the contractual obligations due to Force Majeure. The Partner shall refund Lifemost any relevant amounts already paid.
- 19.5 As soon as it becomes clear that the contractual obligations cannot be fulfilled, or cannot be fulfilled in full, for more than 3 months due to Force Majeure, each party shall be entitled to terminate the Contract with immediate effect.

## **20 Transfer of rights and obligations**

- 20.1 With the exception of the provisions in Clause 20.2, neither party may transfer its rights and obligations arising from the Contract to a third party without the consent of the other party.
- 20.2 Lifemost shall be entitled to transfer the Contract in its entirety to a legal entity affiliated with Lifemost as well as to any other third party, provided that this other third party acquires Lifemost's entire business or a substantial part thereof. Lifemost shall notify the Partner of a planned transfer at least 3 weeks in advance per email.

## **21 Other provisions**

- 21.1 If any provision of the Contract is found to be invalid, ineffective, or unenforceable, this shall not affect the validity, effectiveness, and enforceability of the other provisions of the Contract. The parties undertake to replace the ineffective provision with a legally permissible provision that comes as close as possible to the purpose of the ineffective provision.

## **22 Applicable law and place of jurisdiction**

- 22.1 The Contract shall be subject to English Law.
- 22.2 The exclusive place of jurisdiction for all disputes arising from and in connection with the Contract shall be Lifemost 's registered office.

## Annex 1

### List of Partner's Materials to be provided

- Studio name
- Amount of locations
- Studio address (all locations)
- Route description in a couple of sentences
- Working hours
- Class schedule link or Excel file (if applicable)
- Contact person's name and phone number
- Founder's name and phone number
- Administrator's name and phone number
- Work email address
- VATIN (if applicable)
- Website link
- Instagram link
- Horizontal photos of a studio/venue in high resolution (up to 5 photos)
- Logo JPG (square, min. 500x500px)
- Filled-out questionnaire about studio/venue's amenities (to be attached)