

Schedule B



Statement of Work for Agency & Database Services

Crunch Franchisee

This Statement of Work (“SOW”) effective as of the date specified on the signature pages below (“Effective Date”) is by and between Franchisee [Legal Entity] (“Client”) and ROR Partners (“ROR”). This SOW describes the scope of services to be provided by ROR to Client and is subject to the current Master Services Agreement (“MSA”) located at crunch.RORpartners.com/msa. In the event of a conflict between this SOW and the MSA, the terms of this SOW will control.

1. Term

The term of this SOW commences on the Effective Date (date of SOW execution) and terminates one year from effective date (the “Initial Term”). At the end of the Initial Term, this SOW shall continue to remain in effect until terminated by either party by providing 60-day written notice to the other party.

2. Overview/Objectives

ROR shall provide certain on-going services as described in this SOW through a mix of executives, dedicated account specialists and contractors using proprietary technologies, data, analytics, and multi-channel media to meet the Client’s objectives (the “Services”). This SOW documents the Services to be provided by ROR.

3. Scope of Services

ROR shall provide the Services outlined in this SOW in a professional manner and as authorized and directed by Client. These Services may include marketing oversight and strategy, database and data management and reporting, vendor management, media buying and campaign management, management of digital platforms, technology services, and optional creative services. These services also include the oversight and management of the prospect acquisition funnel and digital ecosystem outlined in Schedule C. The fees associated with the Services, platforms and databases are outlined in Section 5 and Schedule A of this SOW.

- A. Oversight, Account Management and Strategy. ROR’s executives, managers and contractors will provide general oversight and strategy covering critical subject matters for Client, including the following:
- a) Development of marketing strategies and media plans
 - b) Recommendations of paid advertising budgets and campaigns
 - c) Recommendations of media channels and implementations
 - d) Vendor assessment, implementation and management
 - e) Consumer research across the fitness industry and Client’s customer base
 - f) Insights and recommendations regarding fitness industry trends
 - g) Measurement and insights regarding Client’s key performance trends
 - h) Marketing databases, data systems, API integrations and analytics
 - i) Creation and traffic management of digital content
 - j) Project management of media timelines and deadlines
 - k) Weekly progress reports and status meetings
 - l) Monthly review of executive summaries and insights
 - m) Quarterly business review
- B. Marketing Database & Process Automation. ROR will implement, operate and continue to update for Client a marketing database with automated work processes to manage first-party data streams (including member and prospect data), optional third-party data appends, competitive locations, market saturation analysis, consumer segmentation and other activities that may be updated based upon the direction and requests of Client. The database will integrate with APIs and/or data transfer means with Client’s billing and member databases as set forth in Schedule C. The database will consist of the following features, operations, data management and reporting:

a) Database Implementation & Operations

- i) Development of a comprehensive marketing database with advanced query capabilities
- ii) First-party data integration of prospects, members and lapsed members
- iii) Optional third-party data appends to prospects, members and lapsed members (additional fees)
- iv) Client facility data (e.g., location, amenities, members, management)
- v) Competitive data by facility name, type, open date and geographic coordinates
- vi) Integration with Client billing and member databases
- vii) Ongoing 24/7 database management including all maintenance and updates

b) Reporting

- i) Predictive models for forecasting based upon competitive intrusion and Client new club openings
- ii) Weekly and monthly reporting consisting of pre-defined reports
- iii) Visualization tools and mapping of Client's clubs, competitors and member bases
- iv) Marketing performance reports across all channels
- v) Client key performance indicators throughout marketing funnel

c) Monthly Trade Area & Membership Analytics

- i) Visualization and analysis of each club's trade areas and associated membership trends
- ii) Market saturation analysis for each trade area
- iii) Demographics of new members and lost members compared to trade area demographics
- iv) Perceived impact of new competitors by trade area
- v) Club specific recommendations based upon trends

C. Management of Paid Media Channels, Campaigns, and Reporting. ROR shall professionally manage paid media channels specified by Client, including third-party acquisition email, prospecting display advertising, paid social media, streaming, outdoor, traditional, mass and all other advertising specified by Client (the "Paid Media"). Client will work with ROR to develop a roadmap for delivery of the Paid Media as needed and defined by insertion orders ("Insertion Orders"). The fees for the Paid Media and Insertion Orders are listed in Schedule A of this SOW. All other services not listed will require a separate SOW. ROR shall provide comprehensive management of the Paid Media, including the following:

a) General Management

- i) Monthly media planning and media-mix modeling
- ii) Manage marketing budgets and vendors
- iii) Prioritize trade areas based upon acquisition opportunities
- iv) Integrate trade area data (e.g., demographics, competitive sets, saturation levels)
- v) Ongoing assessment and testing of channels and platforms
- vi) Cross-channel media optimization
- vii) Integrate first-party and third-party data streams into digital media buying platforms
- viii) Pixel all relevant digital touchpoints, including websites, mobile apps and emails
- ix) Create custom audiences based upon first-party and third-party data analytics
- x) Weekly reporting of key performance indicators
- xi) Monthly reporting of KPIs by consumer segments at club and DMA levels
- xii) Traffic management and coordination of creative with Client's internal and external creative teams

b) Digital Demand-Side Platforms (DSPs)

- i) Comprehensive management and ongoing development of DSPs
- ii) Manage digital display/video campaigns within platforms (e.g., digital, OTTV)

- iii) Integrate first-party and third-party data into given DSPs
- iv) Traffic management and content integration
- v) Recommendations for campaign optimization
- vi) Dynamic member match back reporting for CPA calculations
- vii) Weekly consolidated reports of campaign performance

c) *Paid Social Media*

- i) Comprehensive management and ongoing development of social media platforms
- ii) Manage paid social media campaigns and platforms (e.g., Facebook, Instagram)
- iii) Integrate first-party and third-party data into social media platforms
- iv) Traffic management and content integration
- v) Recommendations for campaign optimization
- vi) Dynamic member match back reporting for CPA calculations
- vii) Weekly consolidated reports of social media campaigns

d) *Paid Email Marketing*

- i) Comprehensive management of all paid email marketing campaigns
- ii) Purchase of email lists and list prioritization by trade areas and segments
- iii) Email preparation including all layouts and pixels
- iv) Integrate first-party and third-party data into given platforms
- v) Traffic management and content integration
- vi) Third-party data appends for segmentation and content optimization
- vii) Measurement and verification of deliveries, opens and click-throughs
- viii) Cross-channel retargeting data streams to digital, PPC and social media paid campaigns
- ix) Dynamic member match back reporting for CPA calculations

e) *Traditional Media*

- i) Manage traditional media campaigns and buying agencies
- ii) Media plans and rate negotiations for out-of-home, radio and television campaigns
- iii) OOH placement based upon prioritized trade areas and competitive mapping
- iv) Integrate first-party data and optional third-party data into planning platforms
- v) Track impression and gross rating points
- vi) Competitive benchmarks by DMA
- vii) Traffic management of content insertions and rotations

D. *New Club Openings*. ROR will coordinate all Paid Media campaigns, location-based targeting, trade area modeling and competitive analytics associated with new club openings, including the following:

- a) Manage and coordinate all Paid Media and organic media campaigns
- b) Location specific marketing plans and market analysis
- c) In-depth competitive analysis defined by zip code geography impact
- d) Weekly performance reports for each new club opening over first six months

4. Client Responsibilities

Client may provide ROR with images, photos, graphics, and other content licensed or provided to Franchisee by Crunch Franchising, LLC ("Franchisor") and/or its partners/vendors (collectively referred to as, "Franchisor Content") to be trafficked for planned and executed media insertions. Client represents and warrants that it has

obtained all necessary rights, releases, and approvals to use such Franchisor Content for the purposes contemplated herein.

- A. Client will obtain all necessary approvals from Franchisor.
- B. Client shall advise ROR of any changes that could impact the content for the program.
- C. Client shall be solely responsible for providing final review and approval of the creative materials and content prior to dissemination into the general public.
- D. If Client provides names and addresses to be used in the applicable materials produced hereunder, Client represents and warrants that it has received all applicable rights, approvals and consents to disclose and use the names and addresses for the purposes contemplated in this SOW.

5. **Fees, Costs and Payments.**

- A. Fees, Costs & Payments. In return for the Services provided by ROR pursuant to this SOW, Client agrees to pay ROR the fees and costs outlined in Schedule A of this SOW. All fees and costs in this SOW are stated in United States Dollars ("USD") and shall be billed and paid in USD and do not include any sales, value-add, or other types of taxes that may apply to the Services. Any taxes that may apply will be handled as set forth in the Agreement. In addition to the fees and costs set forth in this SOW, Client also agrees to reimburse ROR for any reasonable out of pocket expenses that Client pre-approves in writing and were incurred by ROR in support of the Services provided hereunder. This includes required travel. The Authorized Purchases, Platform Fees, Media Management Fees and Client Data Fees outlined in Schedule A shall be paid in advance for each defined campaign and/or month. ROR shall invoice Client for all other fees and expenses due under this SOW. Invoices shall be submitted by ROR to Client monthly and Client agrees to pay ROR the entire amount properly billed within thirty (30) days of the invoice date.

6. **Miscellaneous**

- A) This SOW does not cover
 - (a) Any items or services not listed in this SOW
 - (b) Organic social, social Influencers and on-line review management

IN WITNESS WHEREOF and in acknowledgment that the parties have read, understood, and agreed to the Services, deliverables, and fees as set forth herein, ROR and Client have caused this SOW to be executed below by their duly authorized representatives as of the Effective Date.

ROR Partners, Inc.

[Crunch Franchisee]

Signature: _____

Legal Entity: _____

Signature: _____

Name: Tom Lapcevic

Name: _____

Title: Executive Chairman

Title: _____

Date: _____

Date: _____

Schedule A

Fees & Media Costs

Database & Platform Fees. ROR agrees to provide the following marketing database (the “Marketing Database”) and data analytics services (the “Data Analytics Services”) for the following discounted data fees (the “Client Data Fees”). The Client Data Fees for any new club shall commence during the month in which the club starts its pre-sale. The Data Analytics Services are outlined in Schedule A-3.

Services	Client Data Fees
Marketing Database	\$0/month
Data Append & Analytics Services	\$50/club/month

Platform Fees. ROR will utilize various buying platforms to purchase social media advertising, connected television (“OTTV”), on-line video advertising and paid search (PPC) (the “Media Buying Platforms”). Client agrees to reimburse ROR for the following platform fees (the “Platform Fees”).

Media Buying Platforms	Platform Fees
Social Media Platform	3% of Ad Spend
Digital OTTV & On-Line Video Platform	3% of Ad Spend
Search (PPC) Platform	3% of Ad Spend

Media Fees. Client authorizes ROR to act as its agent in the purchasing of Paid Media, including advertising and other forms of media, and shall have the right to contractually commit Client to advertising and media purchases when such purchases are either authorized pursuant to this SOW or otherwise approved by Client in written or electronic Insertion Orders (email sufficient) (the “Authorized Purchases”). In return for these services and Authorized Purchases, Client shall pay ROR the Paid Media costs outlined in Schedules A-1 unless otherwise specified in an Insertion Order (the “Paid Media Costs”). Client shall also pay ROR a media management fee equivalent to **ten percent (10%)** of the total amount of Authorized Purchases (the “Media Management Fees”). Client will be responsible for all Authorized Purchases that are subject to non-cancellable contracts and commitments. For all Authorized Purchases purchased by ROR on Client’s behalf, Client agrees that ROR will be held liable for payments only to the extent proceeds have cleared from Client to ROR for advertising disseminated in accordance with an SOW. For sums owing, but not cleared to ROR, Client agrees to be held solely liable.

Schedule A-1 Paid Media Costs

Media Channel	Minimum Orders	Paid Media Costs
Digital Display	500,000 Impressions	\$7-8/CPM ¹
Connected Television (OTTV) & On-Line Video	500,000 Impressions	Advertising Cost (Variable)
PPC (Paid Search)	No Minimums	Advertising Cost (Variable)
Paid Social Media	No Minimums	Advertising Cost (Variable)
Paid Acquisition Email Marketing (excludes HTML set-up fees if applicable)	10,000 to 100,000 Emails Per Drop 100,001 to 500,000 Emails Per Drop 500,001+ Emails Per Drop	\$0.02 Per Email \$0.015 Per Email \$0.01 Per Email
Traditional Media (OOH, Radio, TV, etc.)	No Minimums	Advertising Cost (Variable)
Note 1: Digital Display CPM is established for behavioral targeting and may increase for the targeting of certain audiences (e.g., competitive conquests)		

Schedule A-3

Data Analytics Services

ROR will work with Client to provide the following services:

- a) Data hygiene services including, data deduplication, data compliance processes and verified contact information.
- b) Base data appends including age, gender, ethnicity, income level, education level, primary language, updated residential address, length of residence, marital status and presence of children.
- c) Monthly analytics including market saturation reports, member demographic trends, competitive intrusions and predictive analytics.

Note: Not all files will be capable of being resolved, verified or enriched. ROR will use commercially reasonable efforts to resolve, verify and enrich each member and prospect file received from Clients underlying data platforms.

Schedule B

Media & Data Provisions

In the event that Client utilizes a Client list or a third party list (each, a “List”) for audience selection on the Facebook Service (as defined below), Client will ensure that the List conforms to the technical requirements as will be communicated to Client by ROR and otherwise required by the relevant Social Media Platform. ROR will utilize the List to run a campaign as directed by Client on the Facebook Service. “Facebook Service” means: (a) the features and services that Facebook, Inc. and all of its affiliates (collectively, “Facebook”) make available through: (i) the website currently appearing at www.facebook.com and any other Facebook branded or co-branded website (including any and all sub-domains, international versions, applications, widgets, mobile versions and successors thereof); (ii) the Facebook platform; or (iii) any or all of Facebook’s or its affiliates’ hardware, software, web sites and web pages, services or other products of any type, whether presently existing or later developed, that are developed or marketed in whole or in part by or for Facebook or its affiliates; and (b) the websites, properties, and advertising channels (including www.facebook.com, Facebook’s mobile channels, and other media, applications, devices, or networks now existing or later developed) that are either operated by or on behalf of Facebook or are operated by third parties but on which Facebook has the right to serve advertisements.

Client’s ad purchases from Facebook in connection with the Services, whether directly through Facebook or through ROR or another company, and Client’s use of custom audiences in connection with the Facebook Service, are subject to separate terms and conditions between Client (or its third party service provider acting as agent on behalf of Client) and Facebook, including without limitation Facebook’s Advertising Policies (currently accessible at <https://www.facebook.com/policies/ads>, as updated by Facebook from time to time). Client represents and warrants to ROR that all data provided by or on behalf of Client hereunder for use in a custom audience on Facebook complies with Facebook’s Custom Audience Terms (currently accessible at <https://www.facebook.com/ads/manage/customaudiences/tos>, as updated by Facebook from time to time), and Client agrees that ROR may accept the Custom Audience Terms on Client’s behalf. Client agrees that Facebook will be a third-party beneficiary of this SOW with respect to the provisions set forth in this paragraph and in the following paragraph (including clauses (a) and (b)) with the right to enforce such terms directly against Client.

Client represents and warrants to ROR that:

- (a) Client features and will maintain an easy to find privacy policy on each website and mobile application from which Client collects consumer data (“Privacy Policy”) that complies with applicable laws, and has and will provide (i) clear and conspicuous notice to consumers that their information will be disclosed to third parties for marketing purposes and the categories of such information that will be shared, and (ii) directions to an easy to use mechanism for consumers to opt out of having their information disclosed to third parties and/or used by Client for marketing purposes, including targeted online advertising that meets the opt-out requirements as specified by the Digital Advertising Alliance (“DAA”) and/or the Data & Marketing Association, and Client will honor such choices. Client will follow the consumer notice, choice, and opt-out principles and processes set forth by the DAA. In this regard, ROR recommends that Client include the AdChoices icon on each advertisement to provide the consumer with the appropriate level of choice. ROR may amend the requirements in this clause (a) upon written notice to Client in order to comply with applicable laws, rules, regulations or guidelines published by the DAA or DMA and as may be amended from time to time (<https://digitaladvertisingalliance.org/principles> and <https://digitaladvertisingalliance.org/principles>). Should Client fail to continue to post a Privacy Policy in compliance with this clause (a) or should it be determined that Client is not adhering to its own Privacy Policy, ROR will provide Client with notice and up to five (5) days to cure the non-compliance. Should Client fail to cure such non-compliance as noted or should Client be found to be out of compliance more than two times during the Term, ROR may terminate this SOW immediately upon notice to Client; and
- (b) If Client provides a List to ROR (or a third party provides a Client List to ROR on Client’s behalf) for use in social media or any other media as applicable: (i) Client’s or the applicable third party’s provision of the List to ROR is compliant with Client’s Privacy Policy or such third party’s privacy policy and all applicable foreign and domestic federal, state, and local laws, rules, and regulations (including, without limitation, any laws, directives, and/or regulations relating to privacy, consumer protection, databases, data collection, and/or data transfer); (ii) Client or the applicable third party has provided proper notice and secured proper consent for the collection and use of the Client List in connection with this SOW; and (iii) Client or the applicable third party has procured all rights and licenses, and has all power and authority, necessary to provide the List to ROR and to allow ROR to use the List to perform the Services as specified by this SOW, without the additional consent of any third party.

Schedule C

Acquisition Funnel & Digital Ecosystem

