

**Schedule A**  
**MASTER SERVICES AGREEMENT**  
**(Crunch Franchisees)**

This Master Services Agreement (the “**MSA**” or “**Agreement**”) is effective on execution date of statement of work (“**SOW**”) (“**Effective Date**”) is made by and between Franchisee[Legal Entity] (“**Client**”) and ROR Partners, Inc. (“**ROR**”) a Delaware corporation, with offices at 6543 S. Las Vegas Blvd ,2<sup>nd</sup> Floor, Las Vegas, NV 89119 (hereinafter ROR and Client may be individually referred to as a “**Party**” and collectively as the “**Parties**”).

**WHEREAS**, ROR is a digital marketing agency and technology service provider;

**WHEREAS**, Client is a franchisee operator pursuant to a franchise relationship with Crunch Franchising, LLC (“Crunch Franchising”);

**WHEREAS**, Client owns and operates health clubs as a Crunch franchisee (“**Franchise Clubs**”);

**WHEREAS**, the Parties would like to define the terms and conditions of services delivered through this MSA and corresponding Statements of Work (each an “**SOW**”);

**NOW, THEREFORE**, the Parties agree as follows:

1. **Statements of Work**. This MSA and each corresponding Statement of Work (“**SOW**”) govern the terms and conditions of services and related deliverables provided by ROR to Client and authorized by Client (the “**Services**”). A SOW is any document executed between the Parties to address the Services and fees charged for Services (the “**Fees**”). Each SOW executed between Client and ROR shall be governed by the terms and conditions of this MSA. There may be more than one SOW governed under this MSA. Each SOW shall serve as a separate agreement between ROR and Client for the Services and Fees addressed therein. The terms and conditions contained within each SOW will control with respect to any inconsistent terms and conditions contained in the MSA. The MSA becomes effective upon the initial SOW’s execution and remains in effect for as long as any SOW is in effect. .
2. **Fees and Charges**. Client shall pay or reimburse ROR for the Fees, Client pre-approved Expenses, Supplier Charges, and Taxes described herein and within each applicable SOW.
3. **PAYMENT SCHEDULE FOR FEES AND CHARGES**
  - 3.1. **Invoicing**. ROR shall invoice Client for all Fees, Expenses, Supplier Charges, Taxes and other costs set forth in the applicable SOW(s) and/or any amendments thereto (the “**Invoices**”). Unless otherwise specified in a SOW, Client shall pay ROR the entire undisputed amount of each Invoice no later than thirty (30) days of receiving the Invoice.
  - 3.2. **Interest**. In the event Client fails to make any payments due under any Invoice within forty-five (45) days of the date of the Invoice, Client agrees to pay a late fee on any outstanding balance at a rate of 12% per annum (computed daily) or the maximum amount allowed by law, whichever is lower.
4. **CONFIDENTIALITY**
  - 4.1. **Definition of Confidential Information**. As part of and only as necessary for the Services being rendered, each Party may disclose to the other Party information which is confidential or proprietary,

a trade secret or of such a nature that a reasonable person in similar circumstances would consider it to be confidential based on industry standards or prudent business judgment ("**Confidential Information**"). Notwithstanding the foregoing, Confidential Information of a Party shall not include information which: (i) is at the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving Party; (ii) was rightfully known to the receiving Party as of the time of its disclosure, (iii) is independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Information; (iv) is subsequently learned from a third party not under a confidentiality obligation to the disclosing Party; or (v) is and only to the extent required to be, disclosed pursuant to a duly authorized subpoena, court order or government authority, whereupon the Party subject to same shall provide prompt written notice and reasonable assistance to the other Party, prior to such disclosure, so that such other Party may seek a protective order or other appropriate remedy.

- 4.2. Use & Reasonable Safeguards. The receiving Party shall not retain any rights to any of the disclosing Party's Confidential Information, and shall not use or disclose said Confidential Information for any purpose other than to provide or receive Services hereunder, as the case may be; to further the business relationship between the Parties; or to evaluate a possible future relationship between the Parties. On the request of the disclosing Party, the receiving Party shall promptly destroy all Confidential Information of the disclosing Party that is in the possession of the receiving Party, provided that the receiving Party may retain, but not use, archived versions of such Confidential Information for a period of up to twenty-four (24) months thereafter, subject to the Confidential Information obligations of this Section 5 during this period. The receiving Party of any material so identified shall not disclose the Confidential Information to any third party, except in accordance with the provisions of this Section 5, and shall exercise the same degree of care in safeguarding and protecting the confidentiality of the disclosing Party's Confidential Information that the receiving Party exercises with respect to its own Confidential Information. The Receiving Party will ensure that reasonable safeguards are in place designed to preclude unauthorized access to the Disclosing Party's Confidential Information, provided that such safeguards are at least equivalent to the greater of those (a) required by applicable law, rule, or regulation, or (b) used by the Receiving Party with respect to its own Confidential Information.
- 4.3. Terms are Confidential. The terms and conditions of this Agreement shall be considered Confidential Information of the Parties and shall not be disclosed without the other Party's written consent.
- 4.4. Survival of Confidentiality. The termination of this Agreement or any business relationship between, or involving, both Parties, shall not relieve either Party of its obligations with respect to Confidential Information disclosed pursuant to the terms hereof.

## **5. PROPRIETARY RIGHTS**

- 5.1. Work Product. Except as excluded in Section 6.2 and 6.3, all information, reports or other tangible goods generated by the Technology (as defined in Section 6.2) or created specifically for Client as part of the Services and as identified specifically in an applicable SOW as a deliverable (collectively, the "**Work Product**") are Client Confidential Information and upon Client's payment therefore, shall become the property of Client. In addition, all data relating to Client's customers that is provided to ROR by Client or by a third party at Client's direction is Client Confidential Information and as between Client and ROR shall be considered owned by Client.

- 5.2. Technology. All code, software programs, processes, methodologies, algorithms, and related know-how and residual knowledge developed, created, or used by ROR, its agents or third party licensors in connection with the performance of Services hereunder, including, without limitation, any computer programs, software products, processing platforms or other tools named on an SOW, and any documentation relating thereto including any modifications, enhancements, new versions or derivative works thereof, and all trade secrets, copyrights, patents and other intellectual and proprietary rights therein (collectively referred to as the **“Technology”**), are ROR Confidential Information and are owned by and remain the property of ROR or its third party licensor(s).
- 5.3. Data. All data that ROR provides for use to its clients including all ROR-owned licensed data, the data referred to as Abacus data or Target Source data, and any third party data ROR licenses for or on behalf of its clients and all information derived from using any of the foregoing (collectively, **“ROR Data”**) is ROR Confidential Information and shall remain the property of ROR or its third party licensor(s).
- 5.4. No Additional License. Client acknowledges that in receiving Services hereunder, Client shall obtain no rights to the Technology or the ROR Data beyond the use thereof for the term specified in the applicable SOW. Any additional clarification and delineation of various Technology components that may encompass an overall Client services solution or any exceptions to ongoing use rights may only be addressed in the individual SOW(s) and in connection with the specifically negotiated business related terms therein.
- 5.5. Residual Knowledge. Notwithstanding anything in this Agreement to the contrary, ROR shall have the right to retain and use any multi-purpose libraries or routines, or development tools that may be provided or used in connection with the Services and any general skills ideas, concepts, know-how and expertise that ROR learns, obtains, uses, develops or creates in rendering Services for Client, insofar as such ideas, concepts and know-how are of generic applicability and are acquired and applied without disclosure of any confidential or proprietary information of Client.
- 5.6. Client Data. Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Client Data, including all Intellectual Property Rights therein. ROR shall have no right or license to use any Client Data except solely during the Term of the Agreement to the extent necessary to provide the Services to Client and its customers. In addition, all data relating to Client’s customers that is provided to ROR by Client or by a third party at Client’s direction is Client Confidential Information and as between Client and ROR shall be considered owned by Client.

## **6. LIMITATION OF LIABILITY**

- 6.1. LIMITATION ON INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. NEITHER ROR NOR CLIENT WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES HEREUNDER, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.
- 6.2. LIMITATION ON DIRECT DAMAGES FOR ROR. EXCEPT FOR THE DAMAGES CAUSED BY A BREACH OF THE TERMS SET FORTH IN SECTION 4 (“CONFIDENTIALITY”) OR SECTION 8 AND SECTION 9.2 (“INDEMNIFICATION”), CLIENT AGREES THAT ROR’S AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES CLIENT PAID OR OWED TO ROR, UNDER THE APPLICABLE SOW, FOR THE ONE-TIME SERVICE ERROR CAUSING THE DAMAGES, EXCLUDING ANY

AMOUNTS PAID ON A PASS-THROUGH BASIS. IN THE CASE WHERE THE SERVICES AND DAMAGES ARE RECURRING IN NATURE, THEN ROR'S LIABILITY SHALL IN NO EVENT EXCEED THE AGGREGATE AMOUNT OF FEES PAID OR OWED TO ROR UNDER THE APPLICABLE SOW DURING THE PRECEDING TWELVE (12) MONTH PERIOD, EXCLUDING ANY AMOUNTS PAID ON A PASS-THROUGH BASIS.

- 6.3. LIMITATION ON DIRECT DAMAGES FOR CLIENT. EXCEPT FOR THE DAMAGES CAUSED BY A BREACH OF THE TERMS SET FORTH IN SECTION 5 ("CONFIDENTIALITY") AND SECTION 9.2 (INDEMINIFICATION OBLIGATION), ROR AGREES THAT CLIENT'S LIABILITY FOR ANY AND ALL DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES, NON-CANCELABLE COSTS OR OTHER AMOUNTS AS CLIENT AGREED TO PAY ROR UNDER THE APPLICABLE SOW

## **7. INDEMNIFICATION**

ROR shall indemnify and hold Client and its officers, directors, employees, agents and affiliates harmless with respect to any claims, loss, suit, liability or judgment suffered by Client, including reasonable attorney's fees and court costs, based upon or related to any item prepared by ROR or at ROR's direction, including, but not limited to, any claim of libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright or other intellectual property interest, except to the extent any such claim arises out of material supplied by Client or at the explicit direction of Client and incorporated into any materials, work or output prepared by ROR.

## **8. TERMINATION; EFFECT OF TERMINATION**

- 8.1. Termination of MSA. This Agreement shall remain in effect until terminated by either Party (the "Term"). Upon sixty (60) days prior written notice, this MSA may be terminated by any party for any reason at such time as no SOW(s) are in effect hereunder.

- 8.2. Termination of SOW(s).

8.2.1. In the event that the other Party has breached any of the material provisions contained in an applicable SOW, the non-breaching Party may terminate such SOW by providing thirty (30) days prior written notice to the Party committing the breach, which notice shall set forth a description of the breach. If the breach is cured to the reasonable satisfaction of the non-breaching Party, within the above-mentioned thirty (30) day period, the SOW shall continue in effect in accordance with its terms as if no breach had occurred.

8.2.2. In the event that either Party shall: (i) cease conducting business in the normal course; (ii) become insolvent; (iii) admit in writing its inability to meet its debts generally as they become due; (iv) make a general assignment for the benefit of creditors; (v) suffer or permit the appointment of a receiver, trustee, liquidator or conservator for its business or assets; (vi) avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors; or (vii) proceedings are commenced for the dissolution, winding-up or liquidation of either Party, then, at the option of the other Party, all applicable SOW(s), shall terminate immediately.

- 8.3. Events upon Termination. In the event of a termination of a SOW:

8.3.1. Client shall pay ROR the full amount of the final ROR invoice for work completed as of the effective date of termination under such SOW within fifteen (15) days after receipt. Payment of this final invoice shall not bar any remedy, legal or equitable, otherwise available to ROR;

8.3.2. Client shall direct ROR in writing as to the date (to be at least sixty (60) days after such termination), upon which ROR may delete all Client data maintained in any ROR Technology system hosted by ROR. In addition, within sixty (60) days after such termination each Party shall delete all other Confidential Information of the other Party and all information and other

materials derived there from, provided that the Receiving Party may retain, but not use, subject to all surviving Confidentiality provisions, archived versions of such Confidential Information for a period of up to twenty-four (24) months thereafter; and

8.3.3. All obligations of the Parties hereunder shall cease except such obligations that survive termination hereunder pursuant to Section 12.8 (Survival) herein.

## **9. Data Privacy.**

- 9.1. When Services are utilized, personal data regarding Client's consumers and prospects may be gathered and enriched ("Personal Data"). Personal Data may be subject to the protections of the General Data Protection Regulation (GDPR) in the EU, the California Consumer Protection Act (CCPA) in California, or applicable U.S. domestic Data Privacy compliance regulations. For purposes of clarity, the parties agree that Personal Data does not include data that is anonymized in a manner that eliminates the likelihood that the data can be tracked or identified to any specific individual. All related Data Privacy compliance criteria is encompassed in Crunch Franchising's Data Privacy Policy through its affiliate Crunch, LLC.
- 9.2. Each party agrees that it will act in full compliance with the requirements of the GDPR and CCPA or applicable domestic Data Privacy compliance regulations and agrees to indemnify, defend and hold harmless the other party from and against any losses, liabilities, damages, settlements, or other damages arising out of or relating to its own acts and omissions that do not comply with the requirements of the GDPR or CCPA, or applicable domestic Data Privacy compliance regulations. This duty to indemnify, defend, and hold harmless includes fines that may be imposed by a governing authority and reasonable attorneys' fees and court costs.
- 9.3. ROR Acknowledges that certain of its obligations as a Controller or Processor of Personal Data must be passed along to any company or individual that Processes or acts as Sub-Processor of Personal Data of the Client's Data Subjects, and thereby ROR agrees to perform the necessary functions needed to facilitate Client's compliance with the GDPR and CCPA, or applicable domestic Data Privacy compliance regulations.

## **10. Brand Safety.** ROR will not, without the prior written consent of Client, place media on websites and/or mobile applications (including insertion orders based on non-programmatic media buys, unless expressly agreed to by the Parties) that it knows or should reasonably be aware are, contain, or link to the following content:

- 10.1. obscene, indecent or pornographic (including child pornography);
- 10.2. hateful, threatening, harassing, abusive or violent;
- 10.3. liable to incite racial hatred or other forms of unlawful discrimination;
- 10.4. liable to incite acts of terrorism;
- 10.5. relating to illegal drugs or drug paraphernalia;
- 10.6. relating to the sale of firearms, ammunition or other weapons;
- 10.7. defamatory or trade libelous;
- 10.8. relating to the sale or promotion of counterfeit goods;
- 10.9. that infringes any third party's Intellectual Property Rights, other proprietary rights or rights of publicity or privacy;
- 10.10. that contains viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, surreptitiously intercept, detrimentally interfere with or expropriate any system, data or personal data;

- 10.11. that is otherwise harmful, unlawful or illegal;
- 10.12. URLs (or web pages) that are fraudulent and/or are used for sourcing Non-Human and Fraudulent Traffic; or,
- 10.13. fake news/disinformation

## 11. MISCELLANEOUS

- 11.1. Headings. The section headings to this MSA are for convenience only and shall not affect or limit the meaning of the paragraphs.
- 11.2. Force Majeure. No Party to this MSA shall be liable to the other by reason of any failure or delay in performance of this MSA in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault of such Party. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of civil or military authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unavailability of energy resources, riots or war, or any unusually severe weather conditions. In the event of any force majeure occurrence, the disabled Party shall promptly and in writing advise the other Party if it is unable to perform due to a force majeure event, the expected duration of such inability to perform, and of any developments (or changes therein) that appear likely to affect the ability of the disabled Party to perform any of its obligations in whole or in part.
- 11.3. Governing Law. This MSA and the SOW(s) will be governed by and construed in accordance with the laws of the State of Nevada without application of its choice of law provisions.
- 11.4. Notices. Unless otherwise provided herein, any notice, request, instruction or other document to be given hereunder by any Party to any other Party shall be in writing and shall be deemed to have been delivered (a) upon personal delivery, if delivered by hand or courier, (b) three days after the date of deposit in the mails, postage prepaid, if mailed by certified or registered mail, (c) the next business day if sent by facsimile or electronic mail transmission (if receipt is electronically confirmed), or (d) the next business day if sent by a reputable prepaid overnight courier service, and in each case at the respective addresses or numbers set forth below or such other address or number as such party may have fixed by notice:

If to ROR, addressed to:

ROR Partners  
Attention: Legal Department  
6543 S. Las Vegas Blvd. 2<sup>nd</sup> Floor  
Las Vegas, NV 89119

If to Client, addressed to:

Client Name  
Attention: \_\_\_\_\_

- 11.5. Modifications; Entire MSA. This Agreement may be modified only by a mutual agreement of the Parties in writing, signed by an authorized representative of each Party. This MSA shall supersede all prior agreements, communications, representations and understandings, either oral or written, between ROR and Client with respect to the subject matter contained herein. All terms and

conditions on any Client-issued purchase order, order acknowledgment or other documents in connection with the Services herein shall be deemed deleted and of no force or effect.

- 11.6. Relationship of Parties; Subcontractors. ROR is an independent contractor of Client. Nothing herein shall be construed as creating a joint venture, partnership or similar relationship. Each Party shall have the right to utilize subcontractors to fulfill its obligations in this Agreement or applicable SOW; provided that, each Party shall remain fully liable for the acts or omissions of its own subcontractors.
- 11.7. Professional Liability Insurance (Errors & Omissions). ROR shall maintain a professional liability (errors & omissions) policy covering all acts, errors, omissions, negligence, infringement of IP (except patent and trade secrets) and network risks (including coverage for unauthorized access, failure of security and breach of privacy perils) with a limit of liability in an amount of at least \$2,000,000 per claim.
- 11.8. Survival. Notwithstanding anything herein to the contrary, all terms logically construed to survive the Term of this MSA shall survive.
- 11.9. Assignment. Either Party shall have the right to assign all rights and liabilities hereunder to any Person or entity that: (i) acquires all or substantially all of its operating assets, or (ii) results from a merger or reorganization pursuant to any plan of merger or reorganization, provided however, that any such assignment shall give the non-assigning Party a right to terminate this MSA upon thirty (30) days' written notice should the assigning Party make such assignment to a competitor of the non-assigning Party. Notwithstanding the previous sentence, ROR may assign this MSA to an affiliate without consent of Client. Any other assignments by either Party, in whole or part, shall require the prior written consent of the other Party without which such assignments are null and void. This MSA shall inure to the benefit of and be binding upon the Parties and each Party's respective successors, permitted assigns and legal representatives. This MSA shall be binding upon and inure to the benefit of the Parties hereto and each Party's respective successors and permitted assigns.

## **ROR Partners**