

## MEMBERSHIP AGREEMENT

Name, surname, degree:

Date of birth:

Permanent address:

National identity card no.:

Email:

Phone:

### I. SUBJECT MATTER OF AGREEMENT

Once this agreement takes effect, the Member enjoys membership in a “Fitness Centre” situated in the building at the address Aviatická 1048/12, Prague 6 – Ruzyně 161 00 and run by the operator. Membership entitles the Member to use the services of the Fitness Centre throughout the term of the membership and imposes an obligation to pay memberships fees and charges as stipulated in this agreement.

### II. TERM OF MEMBERSHIP

A definite term of membership is agreed the duration of which depends on the season ticket type published on [www.everydayfitness.cz](http://www.everydayfitness.cz).

### III. MEMBERSHIP FEE

The membership fee (the “Fee”) is comprised of the admission fee and the fee attached to seasonal ticket types published on [www.everydayfitness.cz](http://www.everydayfitness.cz).

#### **IV. DEPOSIT**

With the activation of membership card, clients may activate a deposit of CZK 100 for the payments for products.

#### **V. FINAL PROVISION**

The "Terms and Conditions" attached as Appendix 1 are integral part of this agreement. The parties hereby represent that they have read, understand and consent to this agreement and the Terms and Conditions, witness whereof they sign it based on their own free and solemn will free of error, in no distress under no obviously unfavourable conditions. The present agreement takes force and effect on the date it is signed by both parties.

Dated in Prague on this day of

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Member

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4KMD Solution s.r.o.

## TERMS AND CONDITIONS

### Appendix 1

#### I. Fitness Centre

The operator runs a Fitness Centre situated in the Airport Business Centre building at the address Aviatická 1048/12 Prague 6 – Ruzyně, 161 00. The purpose of the Fitness Centre is to provide fitness services for the members of the Fitness Centre.

#### II. Membership

1. Membership entitles the Member to use all the services of the Fitness Centre.
2. The Member represents he or she is familiar with his or her personal condition and health, which do not prevent him or her to any degree from using the Fitness Centre.
3. The Member may use the services of the Fitness Centre during opening hours and as shown in the Fitness Centre's schedule. Any short-term limitation of the Fitness Centre's services, such as due to necessary maintenance, repair or construction work, does not affect the Member's obligation, including the obligation to pay the Fee.
4. The schedule of the Fitness Centre's services is prepared by the Operator taking account of members' interest in each service. The Operator may cancel a service for a time slot on grounds of low interest from members. This is without prejudice to the Member's obligation to pay the Fee.
5. Subject to the Operator's consent the Member may transfer, during the Term of Membership, his or her rights and obligations attached to his or her Membership to a third party for a period no shorter than 14 days. This does not extinguish the Member's obligation to pay the Fee.

#### II c. Special Terms and Conditions for Membership

1. Special Terms and Conditions for Membership agreed in the Membership Agreement define time limitations for the Member's use of the Fitness Centre's services on the days the Fitness Centre is open for business. Then the Member is only entitled to use the Fitness Centre's services at the hours specified in the Special Terms and Conditions for Membership, with this being without any prejudice to the obligation to pay the Fee. The Special Terms and Conditions impose no other limitation on any rights and obligations of the Member.

#### III. Membership Requirements

1. Using the Fitness Centre's services the Member must comply with the terms and conditions agreed in the Membership Agreement as well as any direction communicated by the Operator orally or in writing through notice boards or notices on the premises or equipment of the Fitness Centre.

### III a. Membership Card

1. After making the Membership Agreement and paying the Fee, the Member receives from the Operator his or her membership card (the "Card") for the Member to prove his or her identity to get access to the premises of the Fitness Centre.
2. The Card is non-transferable and may only be used by the Member. If the Operator's staff have doubts about the Member's identity, the Member is required to prove his or her identity with a personal identity card with his or her photograph when seeking access to the premises of the Fitness Centre.
3. It's not allowed to let in another person based on member's card. If so, member's card will be blocked. Sanction for unblocking is 500,- CZK.
4. Upon the termination of the Membership the Member is required to hand his or her Card back to the Operator at the Fitness Centre establishment. If the Member fails to do so by the 5th day of the termination of his or her Membership, the Member must pay the Operator a contractual penalty of CZK 700.
5. If the card is lost, the Member may ask for a new card. This is subject to a contractual penalty of CZK 700 payable by the Member to the Operator.

### III b. Liability for Damage

1. Using the Fitness Centre's services the Member must observe the Operator's directions communicated orally or in writing as notices posted on the premises of the Fitness Centre. In particular, the Member is required to observe all and any directions concerning the use of the Fitness Centre's equipment and the methods of exercise so as to prevent any damage to property or health.
2. If bringing any property in the Fitness Centre, the Member must leave it in his or her locker in the locker room so as to prevent the property's loss, theft or damage.
3. If the Member fails to observe the Operator's directions or is intoxicated or under the influence of drugs, the Operator may compel the Member to leave the premises of the Fitness Centre without any compensation.

### IV. Fee

1. The Member must pay the Operator the Membership Fee irrespective of whether and to what degree the Member uses the services of the Fitness Centre, that is, even if the Member makes no use of the Fitness Centre's services.
2. The amount of the Fee is specified in the Membership Agreement. Fees may be paid in cash, by payment card or as wire transfer. The payment day with wire transfers is the day the money is credited to the Operator's account.
3. If the Member defaults on the payment of the Fee, he or she loses, without compensation, for the period of default, his or her right to use the Fitness Centre's

services. This also applies to a Partner and is without prejudice to the Member's obligation to pay the Fee.

#### V. Agreement Termination

1. If the Agreement is made for an indefinite period of time, either party may terminate the Agreement for convenience. Then the Agreement terminates by the lapse of one-month notice period, which starts running on the first day of the month following the month in which the termination notice reaches the other party.
2. If the Membership Agreement is made for a definite period of time, it terminates by the lapse of that time.
3. Parties may terminate Membership Agreements, [of] the Operator's directions, decent behaviour and/or good morals or by breaching common hygiene practices, [it] interferes with the operations of the fitness centre or other members' rights, the Operator may withdraw from the Membership Agreement.
4. Withdrawal must be made in writing. The Membership Agreement is cancelled once the withdrawal notice reaches the Member; this, however, does not discharge the Member's obligation to pay the Fee and is without prejudice to entitlement to receive the stipulated contractual penalty.

#### VI. Protection of Personal Data

1. The Member hereby expresses his or her consent to the collection, processing and keeping of his or her data specified in the Membership Agreement or otherwise communicated to the Operator, in order to facilitate the identification of the Member, the communication between the parties and the defining of suitable conditions for the Member's use of the Fitness Centre's services. This consent is granted for the Term of Membership and five years thereafter. The Operator undertakes to disclose the Member's personal data to no one and ensure their protection in accordance with the personal data protection legislation.