

### Attachment No. 1 to GTC applicable as of 5th September 2019

#### THE OFFER

##### I. OPEN AGREEMENT Membership

1. OPEN AGREEMENT Membership, hereinafter referred to as "OPEN AGREEMENT", entitles the person to unlimited use of a gym available in the Club and fitness classes within opening hours of the Club without limitation.
2. OPEN AGREEMENT is an agreement concluded for an indefinite period of time.
3. OPEN AGREEMENT is a Membership with a Home Club.
4. Each Party has a right to terminate it by giving one month's period of notice, with the effect as of the end of the settlement period.
5. Payment for OPEN AGREEMENT is made in monthly settlement cycles, in advance for a specific month and is settled:
  - a. with the use of "Espago" cyclical payment system;
  - b. at the reception desk of the Club, in cash or by card (in such a case, the price of the Membership is increased by PLN 20 per month) – not applicable to the purchase made via Zdrofit's website.
6. If the choice of payment for OPEN AGREEMENT is made in the Club, a deposit amounting to the payment for one month shall be collected after the agreement is concluded. The deposit shall be settled in the last month of the term of the agreement – the Club Member is not obligated to pay for the last month of using the services provided by the Club (the month of termination).
7. Zdrofit enables to suspend a Membership within OPEN AGREEMENT:
  - a. due to any reason, once in an accounting period, for 7 to 21 days.
  - b. based on sick leave or other document confirming the Club Member's inability to use the services of the Club in the period indicated in this document, but no longer than 3 months.
8. If OPEN AGREEMENT is the first Membership purchased in Zdrofit, the Club Member receives: a bag or a towel, a starter Voucher covering consultations with a coach and a body composition check, training plan and an introductory training. In order to use the starter voucher, the Club Member is obliged to choose the time when the voucher will be used with employees of the Club.
9. Zdrofit enables a single use of the program called "Satisfaction Guarantee" within OPEN AGREEMENT.
10. Satisfaction Guarantee entitles the Club Member to terminate the OPEN AGREEMENT without restraint (without observing the period of notice), should the services fail to meet their expectations.
11. Satisfaction Guarantee is only for new Club Members, i.e. purchasing their first Membership.
12. The representation on the termination of OPEN AGREEMENT within Satisfaction Guarantee program can be filed within the period of 30 days since the day of activation of this Membership and after at least 4 visits in the Club within OPEN AGREEMENT.
13. All the fees, but Membership Fee, paid by the Club Member who resigns from using services provided by Zdrofit under Satisfaction Guarantee shall be reimbursed to them, based on a proof of payment (e.g. receipt/invoice) attached to the representation.

### II. OPEN 30 days Membership

1. OPEN 30 DAYS Membership, hereinafter referred to as "OPEN 30 DAYS", entitles the person to use a gym available in the Club and fitness classes within opening hours of the Club during the period of 30 days from the day of its activation.
2. OPEN 30 DAYS is an agreement concluded for a definite period of time - 30 days.
3. OPEN 30 DAYS is a Membership with a Home Club.
4. Payment for OPEN 30 DAYS is made once, in advance, at the reception desk of the Club, in cash or by card.
5. Zdrofit enables to suspend a Membership within OPEN 30 DAYS:
  - a. due to any reason, once during the term of the agreement, for 7 to 21 days.
  - b. based on sick leave or other document confirming the Club Member's inability to use the services of the Club in the period indicated in this document, but no longer than 3 months.
6. If OPEN 30 DAYS is the first Membership purchased in Zdrofit, the Club Member receives: a bag or a towel, a Start Voucher covering consultations with a coach and a body composition check, training plan and an introductory training. In order to use the Voucher, the Club Member is obliged to choose the time when the voucher will be used with employees of the Club.

### III. DAILY AGREEMENT Membership

1. DAILY AGREEMENT Membership, hereinafter referred to as "DAILY AGREEMENT", entitles the person to use a gym available in the Club and fitness classes from Monday to Thursday, from the hour of opening of the Club (and in case of 24/7 Club – from 6 am.) to 4 pm. (the time of entry is binding) and from Friday to Sunday within opening hours of the Club without limitation.
2. DAILY AGREEMENT is an agreement concluded for an indefinite period of time.
3. DAILY AGREEMENT is a Membership with a Home Club.
4. Each Party has a right to terminate it by giving one month's period of notice, with the effect as of the end of the settlement period.
5. Payment for DAILY AGREEMENT is made in monthly settlement cycles, in advance for a specific month and is settled:
  - a. with the use of "Espago" cyclical payment system;
  - b. at the reception desk of the Club, in cash or by card (in such a case, the price of the Membership is increased by PLN 20 per month) – not applicable to the purchase made via Zdrofit's website.
6. If the choice of payment for DAILY AGREEMENT is made in the Club, a deposit amounting to the payment for one month shall be collected after the agreement is concluded. The deposit shall be settled in the last month of the term of the agreement – the Club Member is not obligated to pay for the last month of using the services provided by the Club (the month of termination).
7. Zdrofit enables to suspend a Membership within DAILY AGREEMENT:
  - a. due to any reason, once in an accounting period, for 7 to 21 days.
  - b. based on sick leave or other document confirming the Club Member's inability to use the services of the Club in the period indicated in this document, but no longer than 3 months.
8. If DAILY AGREEMENT is the first Membership purchased in Zdrofit, the Club Member receives: a Start Voucher covering consultations with a coach and a body composition check. In order to use the starter voucher, the Club Member is obliged to choose the time when the voucher will be used with employees of the Club.

9. If the Club Member who has DAILY AGREEMENT wants to use the services provided by the Club outside of the hours indicated in clause 1, a surcharge, the amount of which is indicated in the Price list, is applicable.

#### **IV. 4 ENTRIES Membership**

1. 4 ENTRIES Membership, hereinafter referred to as "4 ENTRIES", entitles the person to use a gym available in the Club and fitness classes within opening hours of the Club during the period of 30 days from the day of its activation.
2. Within one entry, the Club Member using 4 ENTRIES is entitled to attend a gym and one fitness class (attending two fitness classes is counted as two entries).
3. 4 ENTRIES is a Membership with a Home Club.
4. 4 ENTRIES is an agreement valid until the limit of entries or the Membership validity (30 days) is reached, whichever is the sooner.
5. Payment for 4 ENTRIES is made once, in advance, at the reception desk of the Club, in cash or by card.
6. Zdrofit enables to suspend a Membership within 4 ENTRIES:
  - a. due to any reason, once during the term of the agreement, for 7 to 21 days.
  - b. based on sick leave or other document confirming the Club Member's inability to use the services of the Club in the period indicated in this document, but no longer than 3 months.
7. If 4 ENTRIES is the first Membership purchased in Zdrofit, the Club Member receives a Start Voucher covering consultations with a coach and a body composition check. In order to use the starter voucher, the Club Member is obliged to choose the time when the voucher will be used with employees of the Club.

#### **V. SENIOR 4 ENTRIES Membership**

1. SENIOR 4 ENTRIES Membership, hereinafter referred to as "SENIOR 4 ENTRIES", is for persons over 60 years of age. The purchase of SENIOR 4 ENTRIES Membership requires the Club Member to have a document confirming their right to purchase such a membership (an ID card).
2. SENIOR 4 ENTRIES entitles the person to use a gym available in the Club and fitness classes four times during the period of 30 consecutive days from the day of its activation:
  - a. from Monday to Thursday, from the hour of opening of the Club (and in case of 24/7 Club – from 6 am.) to 4 pm. and from 9 pm. until the hour of closing of the Club (and in case of 24/7 Club – until 11 pm.) (the time of entry is binding);
  - b. from Friday to Sunday within opening hours of the Club without limitation.
3. SENIOR 4 ENTRIES is a Membership with a Home Club.
4. Within one entry, the Club Member using SENIOR 4 ENTRIES is entitled to attend a gym and one fitness class (attending two fitness classes is counted as two entries).
5. SENIOR 4 ENTRIES is an agreement valid until the limit of entries or the Membership validity (30 days) is reached, whichever is the sooner.
6. Payment for SENIOR 4 ENTRIES is made once, in advance for a given month, at the reception desk of the Club, in cash or by card.
7. Zdrofit enables to suspend a Membership within SENIOR 4 ENTRIES:
  - a. due to any reason, once during the term of the agreement, for 7 to 21 days.
  - b. based on sick leave or other document confirming the Club Member's inability to use the services of the Club in the period indicated in this document, but no longer than 3 months.

8. If SENIOR 4 ENTRIES is the first Membership purchased in Zdrofit, the Club Member receives a Start Voucher covering consultations with a coach and a body composition check. In order to use the starter voucher, the Club Member is obliged to choose the time when the voucher will be used with employees of the Club.
9. If the Club Member who has SENIOR 4 ENTRIES wants to use the services provided by the Club outside of the hours indicated in clause 1, a surcharge, the amount of which is indicated in the Price list, is applicable.

### **VI. SENIOR 30 DAYS Membership**

1. SENIOR 30 DAYS Membership, hereinafter referred to as "SENIOR 30 DAYS", is for persons over 60 years of age. The purchase of SENIOR 30 DAYS Membership requires the Club Member to have a document confirming their right to purchase such a membership (an ID card).
2. SENIOR 30 DAYS entitles the person to use a gym available in the Club and fitness classes during the period of 30 days from the day of its activation:
  - a. from Monday to Thursday, from the hour of opening of the Club (and in case of 24/7 Club – from 6 am.) to 4 pm. and from 9 pm. until the hour of closing of the Club (and in case of 24/7 Club – until 11 pm.) (the time of entry is binding);
  - b. from Friday to Sunday within opening hours of the Club without limitation.
3. SENIOR 30 DAYS is a Membership with a Home Club.
4. SENIOR 30 DAYS is an agreement concluded for a definite period of time - 30 days.
5. Payment for SENIOR 30 DAYS is made once, in advance for a given month, at the reception desk of the Club, in cash or by card.
6. Zdrofit enables to suspend a Membership within SENIOR 30 DAYS:
  - a. due to any reason, once during the term of the agreement, for 7 to 21 days.
  - b. based on sick leave or other document confirming the Club Member's inability to use the services of the Club in the period indicated in this document, but no longer than 3 months.
7. If SENIOR 30 DAYS is the first Membership purchased in Zdrofit, the Club Member receives a Start Voucher covering consultations with a coach and a body composition check. In order to use the starter voucher, the Club Member is obliged to choose the time when the voucher will be used with employees of the Club.
8. If the Club Member who has SENIOR 30 DAYS wants to use the services provided by the Club outside of the hours indicated in clause 1, a surcharge, the amount of which is indicated in the Price list, is applicable.

### **VII. STUDENT/PUPIL AGREEMENT Membership**

1. STUDENT/PUPIL AGREEMENT Membership, hereinafter referred to as "STUDENT/PUPIL AGREEMENT", is for pupils and students under 26 years of age. The purchase of STUDENT/PUPIL AGREEMENT Membership requires the Club Member to have a document confirming their right to purchase such a membership (valid school/student ID).
2. STUDENT/PUPIL AGREEMENT entitles the person to use a gym available in the Club and fitness classes:
  - a. from Monday to Thursday, from the hour of opening of the Club (and in case of 24/7 Club – from 6 am.) to 4 pm. and from 9 pm. until the hour of closing of the Club (and in case of 24/7 Club – until 11 pm.) (the time of entry is binding).
  - b. from Friday to Sunday within opening hours of the Club without limitation.
3. STUDENT/PUPIL AGREEMENT is a Membership with a Home Club.

4. Unless any Party uses the right to terminate the agreement earlier, STUDENT/PUPIL AGREEMENT is terminated within 12 months from the day of the activation of a Membership.
5. Each Party has a right to terminate it by giving one month's period of notice, with the effect as of the end of the settlement period.
6. Payment for STUDENT/PUPIL AGREEMENT is made in monthly settlement cycles, in advance for a specific month and is settled with the use of "Espago" cyclical payment system.
7. If STUDENT/PUPIL AGREEMENT is the first Membership purchased in Zdrofit, the Club Member receives: a voucher covering consultations with a coach and a body composition check. In order to use the starter voucher, the Club Member is obliged to choose the time when the voucher will be used with employees of the Club.
8. If the Club Member who has STUDENT/PUPIL AGREEMENT wants to use the services provided by the Club outside of the hours indicated in clause 1, a surcharge, the amount of which is indicated in the Price list, is applicable.

### **VIII. STUDENT/PUPIL 30 DAYS Membership**

1. STUDENT/PUPIL 30 DAYS Membership, hereinafter referred to as "STUDENT/PUPIL 30 DAYS", is for pupils and students under 26 years of age. The purchase of STUDENT/PUPIL 30 DAYS Membership requires the Club Member to have a document confirming their right to purchase such a membership (valid school/student ID).
2. STUDENT/PUPIL 30 DAYS entitles the person to use a gym available in the Club and fitness classes during the period of 30 days from the day of its activation:
  - a. from Monday to Thursday, from the hour of opening of the Club (and in case of 24/7 Club – from 6 am.) to 4 pm. and from 9 pm. until the hour of closing of the Club (and in case of 24/7 Club – until 11 pm.) (the time of entry is binding);
  - b. from Friday to Sunday within opening hours of the Club without limitation.
3. STUDENT/PUPIL 30 DAYS is a Membership with a Home Club.
4. STUDENT/PUPIL 30 DAYS is an agreement concluded for a definite period of time – 30 days.
5. Payment for STUDENT/PUPIL 30 DAYS is made once, in advance, at the reception desk of the Club, in cash or by card.
6. Zdrofit enables to suspend a Membership within STUDENT/PUPIL 30 DAYS:
  - a. due to any reason, once during the term of the agreement, for 7 to 21 days.
  - b. based on sick leave or other document confirming the Club Member's inability to use the services of the Club in the period indicated in this document, but no longer than 3 months.
7. If STUDENT/PUPIL 30 DAYS is the first Membership purchased in Zdrofit, the Club Member receives a Start Voucher covering consultations with a coach and a body composition check. In order to use the starter voucher, the Club Member is obliged to choose the time when the voucher will be used with employees of the Club.
8. If the Club Member who has STUDENT/PUPIL 30 DAYS wants to use the services provided by the Club outside of the hours indicated in clause 1, a surcharge, the amount of which is indicated in the Price list, is applicable.

### **IX. ONE-OFF ENTRY**

1. ONE-OFF ENTRY entitles the Club Member to attend gym once or to attend one fitness class.
2. The Club Member using ONE-OFF ENTRY pays for entering the Club at the reception desk of the Club before using the services provided by the Club.

3. ONE-OFF ENTRY entitles the Club Member to use services provided by the Club during the opening hours of the Club, without limitations.
4. A special type of One-Off Entry is One-Off Entry to the Pool for Children. With this entry it is possible for children to use services of the pool once. Within the remaining scope, rules of Pool for Children membership apply mutatis mutandis.

### **X. PERSONAL INVITATION**

1. PERSONAL INVITATION is available only for persons who have not obtained a status of the Club Member yet or had obtained it earlier, but their status of the Club Member expired at least 3 months before using PERSONAL INVITATION.
2. PERSONAL INVITATION entitles the Club Member to attend gym and one fitness class.
3. Using PERSONAL INVITATION is free of charge.
4. PERSONAL INVITATION entitles the Club Member to use services provided by the Club during the opening hours of the Club, without limitations.
5. In order to confirm the right to use PERSONAL INVITATION, employees of the Club are entitled to demand presentation of a proof of identity when the Club Member enters the Club.

### **XI. POOL FOR CHILDREN MEMBERSHIP.**

1. POOL FOR CHILDREN Membership is designed for persons under 12 years of age. It allows them to use the pool in Clubs in which it is available, within the period of 30 consecutive days starting from the day of the activation.
2. Payment for POOL FOR CHILDREN membership is settled in advance for the entire period of validity of the membership and it can be made at the reception desk of the Club.
3. Zdrofit enables to suspend a Membership within POOL FOR CHILDREN:
  - a. due to any reason, once during the term of the agreement, for 7 to 21 days.
  - b. based on sick leave or other document confirming the Club Member's inability to use the services of the Club in the period indicated in this document, but no longer than 3 months.
4. The services of the pool can only be used outside of the hours of Silence Zone (as defined in Rules and Regulations of the swimming pool) and outside the hours of fitness classes. Detailed schedule is available in Clubs having access to the pool.