

BlockFit Studio Partner Agreement

Last updated: 17 May 2026

Version: 1.1

Canonical version: blockfit.co/terms/studio

Parties

This Studio Partner Agreement (the "Agreement") is entered into between:

(1) BlockFit Ltd, a company incorporated in England and Wales (Company No. 17160331) with its registered office at 128 City Road, London, United Kingdom, EC1V 2NX ("**BlockFit**", "**we**" or "**us**"); and

(2) the Studio — the legal entity (or, where applicable, individual sole trader) on whose behalf an account is created on the BlockFit Platform, identified by the entity name, company number (if any), VAT number (if any), trading address and registered or principal place of business captured in the Studio's account profile from time to time (the "**Studio**", "**Partner**" or "**you**"),

each a "**Party**" and together the "**Parties**". The Studio's account profile, including the legal entity details listed above, forms part of this Agreement.

Background

(A) BlockFit operates an online marketplace at blockfit.co (and via associated mobile applications) through which consumers ("**Customers**") can discover and book fitness, wellness and movement classes offered by independent studio operators.

(B) BlockFit offers Customers three booking models: ad-hoc cash bookings, prepaid Studio-specific Credit Blocks, and recurring monthly Studio-specific Subscriptions.

(C) The Studio operates one or more fitness or wellness venues and wishes to make classes available to Customers via the BlockFit Platform on the terms set out in this Agreement.

(D) The Parties have agreed that the Commission rates, rate floors and any other commercial terms applicable to the Studio will be set out in the Studio Rate Card displayed in the Studio dashboard, with the structure described in Schedule 1, all of which form part of this Agreement.

IT IS AGREED as follows:

A. Acceptance and Authority

A.1 Acceptance. You accept this Agreement by clicking "I accept" (or equivalent) on the BlockFit Platform during onboarding. By doing so you confirm that: (a) you have had the opportunity to read this Agreement; (b) you have provided accurate Studio account profile information; and (c) you accept this Agreement on behalf of the Studio entity identified in that profile and intend to be legally bound by it.

A.2 Authority. You represent and warrant that you are duly authorised to bind the Studio entity to this Agreement. If you are accepting on behalf of an entity that does not exist, is not properly authorised, or for which you lack authority, you may be personally liable to BlockFit for any losses BlockFit suffers as a result, in accordance with the law of agency.

A.3 Versioning. The version of this Agreement to which the Studio is bound is the version in force at the time of acceptance. Each version is published at blockfit.co/terms/studio (with prior versions remaining accessible at versioned URLs of the form blockfit.co/terms/studio/v1, [/v2](https://blockfit.co/terms/studio/v2) and so on). On acceptance, BlockFit will email the Studio a copy of the accepted version and will record the acceptance event (including version, timestamp, account identifier and IP address) in its systems.

A.4 Material changes. BlockFit may amend this Agreement from time to time. Where an amendment is material (including any change to the commercial terms in your Studio Rate Card or to Schedule 1, or to any clause requiring fresh acceptance under clause 14.3), BlockFit will require fresh acceptance of the updated version through a notice in the Studio dashboard. During the period between notification and the Studio's response, the Studio may continue to operate under the existing version of these terms (existing Bookings, payouts and account access will be unaffected, and new Bookings will continue to be available). If the Studio has not given fresh acceptance within 60 days of the notice, BlockFit may terminate the Agreement under clause 11.2. Where an amendment is non-material (typographical corrections, clarifications or non-substantive changes), BlockFit will give notice through the Studio dashboard or by email and continued use of the Platform will be deemed acceptance.

A.5 Multiple users. Once a Studio entity is bound under clause A.1, additional users authorised by the Studio to access its BlockFit account inherit the Studio's acceptance of this Agreement. The Studio is responsible for the acts and omissions of its authorised users in the operation of the BlockFit account.

1. Definitions and Interpretation

1.1 Definitions. In this Agreement, unless the context requires otherwise, the following words and expressions have the meanings set out below:

- **"Booking"** means a reservation made by a Customer through the Platform for a Class at a Studio Venue, whether by way of a Cash Booking, Credit Booking or Subscription Booking.
- **"Cash Booking"** means an ad-hoc Booking paid for at the time of booking by debit or credit card via the Platform.

- **"Change of Control"** means, in respect of BlockFit, (a) a transaction or series of transactions resulting in a person or group of connected persons acquiring more than 50% of the issued share capital or voting rights of BlockFit, (b) a sale of all or substantially all of BlockFit's business or assets, or (c) a merger, scheme of arrangement or similar transaction with equivalent effect.
- **"Class"** means an in-person fitness, wellness or movement session, course, workshop or other service made available by the Studio through the Platform.
- **"Commission"** means the percentage of the applicable customer payment retained by BlockFit, as set out in Schedule 1 and the Studio Rate Card.
- **"Credit Block"** means a prepaid bundle of Studio-specific credits purchased by a Customer through the Platform, redeemable only at the Studio Venue(s) operated by the Studio that issued them.
- **"Credit Booking"** means a Booking redeemed against credits held by the Customer in a Credit Block issued by the Studio.
- **"Customer"** means an individual end-user of the Platform.
- **"Customer Data"** means personal data relating to a Customer that is passed by BlockFit to the Studio through the Platform, including the Customer's first name, surname, Booking record and any operational information shared by the Customer through the Platform. For the avoidance of doubt, personal data the Studio collects directly from a person (independently of the Platform) with appropriate consent is not Customer Data and is the Studio's own data.
- **"Customer Price"** means the price payable by a Customer for a Booking.
- **"Late Cancellation"** means a Customer cancellation made after the cancellation deadline set out in clause 5.2.
- **"Platform"** means the BlockFit website at blockfit.co, the BlockFit mobile applications and any related services or interfaces operated by BlockFit from time to time.
- **"Qualifying Booking"** has the meaning given in clause 5.1.
- **"Rate Floor"** has the meaning given in Schedule 1 clause 2.
- **"Standard Rates"** means BlockFit's published standard Commission rates for each booking model, as displayed on the BlockFit website from time to time.
- **"Studio Rate Card"** means the per-Studio rate card displayed in the Studio dashboard which sets out the specific Commission rates and any other commercial parameters applicable to the Studio. The Studio Rate Card forms part of this Agreement and is captured at the moment of the Studio's acceptance under clause A.1. The Studio Rate Card may differ from the Standard Rates and may be varied in accordance with clause 4.3.
- **"Stripe Connect"** means the Stripe Connect payment service through which Customer payments are processed and Studio payouts are made.
- **"Studio Booking System"** means any third-party booking, scheduling, class-management or studio-management system used by the Studio to manage Classes and Bookings (including Mindbody, GymCatch, Glofox, ClubRight, TeamUp and equivalent systems), and any successor or replacement system the Studio adopts during the term.
- **"Studio IP"** means the Studio's name, logos, trade marks, service marks, domain names, photography, videography, class descriptions, schedules, instructor names and biographies, and any other content provided by or on behalf of the Studio for use on the Platform.

- **"Studio Venue"** means each physical location at which the Studio offers Classes that are listed on the Platform.
- **"Subscription"** means a recurring monthly subscription offered by a Studio through the Platform, entitling a Customer to a defined entitlement of Bookings at that Studio's Venue(s) on the terms configured by the Studio.
- **"Subscription Booking"** means a Booking made by a Customer using their Subscription entitlement.

1.2 Interpretation. A reference to a statute is a reference to it as amended or re-enacted from time to time. References to "writing" include email. The words "include", "includes" and "including" are deemed to be followed by "without limitation". Headings are for convenience only and do not affect interpretation.

2. Onboarding, Listings and Integration

2.1 Onboarding. You will complete BlockFit's onboarding process, which includes providing a venue profile, initial class schedule, class descriptions, photography and any other information reasonably requested by BlockFit, and creating a Stripe Connect account through the link provided by BlockFit.

2.2 Schedule and capacity data. Throughout the term you will provide BlockFit with current Class schedule information and capacity data for each Class listed on the Platform, by one of the following routes (your choice and as configured through the Studio dashboard):

(a) **Live availability integration.** You provide BlockFit with electronic access to real-time (or near real-time) capacity data, either via a third-party booking or scheduling system (e.g. Mindbody, GymCatch, Glofox) by enabling the API access, credentials or equivalent technical means reasonably required for BlockFit to read schedule and availability data on an ongoing basis, or directly through the Studio dashboard.

(b) **Reserved Spots.** In place of live availability, you reserve a fixed number of spots per Class for the Platform (the **"Reserved Spots"**), configured through the Studio dashboard on a per-Class or default basis. BlockFit may sell up to (but not above) the Reserved Spot allocation you have configured, and you are responsible for ensuring those spots are available and can be honoured for any Customer who books them. Where you cannot honour a booking made within your Reserved Spot allocation other than for the reasons set out in clause 2.5, the cancellation rules in clause 2.5 apply.

You will notify BlockFit promptly of any change to the booking or scheduling system you use, or of any change in the route you have selected under (a) or (b).

2.2A Studio Booking System Authorisation. Where the Studio integrates via a Studio Booking System under clause 2.2(a), the Studio:

(a) authorises BlockFit, and BlockFit's service providers acting on its behalf, to access schedule, capacity, class description, instructor and related operational data held in the Studio Booking System on the Studio's behalf, by any technical means reasonably available, including via the Studio Booking System's published API, the Studio's API credentials, OAuth tokens, session credentials or other access mechanisms made available by or on behalf of the Studio;

(b) represents and warrants, on a continuing basis, that it has the right to grant the authorisation in (a) in respect of the Studio's account with the Studio Booking System, and that doing so will not — so far as the Studio is aware, having taken reasonable steps to inform itself of the terms on which it uses the Studio Booking System — breach those terms;

(c) will, on BlockFit's reasonable request, take such steps as are reasonably within its control to enable BlockFit's chosen integration method, including granting BlockFit (or its service providers) authorised-user access, enabling developer or API access on the Studio's account, or providing access credentials; and

(d) will notify BlockFit promptly on becoming aware of any communication from the Studio Booking System provider that asserts BlockFit's access is unauthorised, in breach of that provider's terms, or to be discontinued.

2.2B Integration Fallback. If BlockFit's chosen integration method with the Studio Booking System becomes unavailable for any reason — including the provider blocking, rate-limiting or restricting BlockFit's access, the provider changing its terms or technical interface in a manner that makes the integration unworkable, or the Studio's authorisation under clause 2.2A being withdrawn — the Studio will, within 14 days of BlockFit's written request, transition to an alternative integration route under clause 2.2 (alternative live availability access, Reserved Spots under clause 2.2(b), or such other route as the Parties agree in writing). BlockFit will use reasonable efforts to assist with the transition and will not unreasonably refuse Reserved Spots as a fallback where live access is not practicable.

2.3 Integration cooperation. You will use reasonable efforts to assist BlockFit in integrating with your booking or scheduling system, including (a) enabling BlockFit to read Class space availability in real time and (b) enabling BlockFit to write Bookings made on the Platform into your system so that those Bookings appear alongside your direct bookings. You will, where reasonably practicable, facilitate any technical permissions, account changes or vendor contact required for such integration. BlockFit acknowledges that the technical capabilities of third-party booking systems are outside the Studio's direct control, and the Studio is not in breach of this clause where a third-party vendor declines or is unable to provide the integration support requested.

2.4 Stripe Connect. A Stripe Connect account is a requirement for participation on the Platform. You set it up — and keep it up to date thereafter — through the BlockFit studio dashboard; BlockFit provides the connection flow, but the resulting Stripe Connected Account is held in your name.

(a) Staged availability. Cash Bookings may be sold before your Stripe Connect account is fully set up; BlockFit will hold any funds collected and release them to you by Stripe Connect payout (per clause 5.4(a)) once your account is active and capable of receiving payouts. Credit Blocks and Subscriptions cannot be sold or activated until your Stripe Connect account is fully set up and capable of receiving destination charges, because those flows require Customer payments to settle directly into your account (per clauses 5.3(b) and 5.3(c)).

(b) Payment flow. Once your Stripe Connect account is active, Customer payments are processed through Stripe Connect: Cash Bookings flow through BlockFit's Stripe account with onward payouts to your connected account; Credit Block purchases and Subscription payments settle directly into your connected Stripe account, with BlockFit's Commission and the Stripe payment-processing fees deducted at source. Clause 5.3 sets out the full payout mechanics and fee allocation.

(c) Stripe terms apply. By accepting this Agreement you are also bound by the Stripe Connected Account Agreement (<https://stripe.com/legal/connect-account>) and the Stripe Services Agreement, as those terms

apply between you and Stripe. You are responsible for completing Stripe's identity verification (KYC) and for keeping your Stripe Connect account details accurate and up to date.

2.5 Honouring Bookings. You will not cancel a Booking except where (a) the Class itself is cancelled, or (b) there is a genuine operational reason that makes the Booking unable to be honoured (for example, a duplicate booking error, an instructor unavailability requiring class restructuring, an equipment or facility issue affecting capacity, or a safety concern specific to that Class). For the avoidance of doubt, the fact that a Customer has booked through your direct channels or another marketplace is not a permitted reason to cancel a Booking made through the Platform, and where a capacity error has occurred priority will be given on a first-booked basis regardless of channel. Where you cancel a Booking under (b), you will notify BlockFit and the affected Customer as soon as reasonably practicable and assist with rebooking where possible.

2.6 Availability. For the duration of the Agreement you will make available to BlockFit the Studio Venues and Classes you choose to list on the Platform from time to time.

3. Non-Exclusivity

3.1 Non-exclusivity. This Agreement is non-exclusive. You may continue to sell Classes through your own direct channels and through other marketplaces.

4. Pricing, Commission and Customer Charges

4.1 Three booking models. Customers may book Classes through the Platform via three booking models:

- (i) Cash Bookings (ad-hoc, paid at point of booking);
- (ii) Credit Bookings (redeemed against Credit Blocks issued by the Studio); and
- (iii) Subscription Bookings (made using a recurring monthly Subscription issued by the Studio).

4.2 Commission. A separate Commission rate applies to each booking model. The applicable Commission rates and any other commercial parameters are set out in your Studio Rate Card (with the structure described in Schedule 1).

4.3 Changes to the Studio Rate Card.

(a) Initial rate lock-in. The Commission rates set out in your Studio Rate Card at the time of your acceptance under clause A.1 are fixed for the first 12 months from the date of acceptance, save where you and BlockFit agree in writing to a variation in your favour.

(b) Subsequent changes. After the initial 12-month period, BlockFit may propose changes to your Studio Rate Card or to Schedule 1 from time to time by giving you not less than 30 days' written notice (including via the Studio dashboard or by email). If you do not accept a proposed change you may terminate this Agreement under clause 11.2 by giving written notice within that 30-day period; otherwise the change takes effect at the end of the notice period.

4.4 Customer charges. The Customer Price displayed at the time of booking is the only charge a Customer is required to pay for a Booking. You are responsible for ensuring that the Customer Price covers all costs of providing the Class, including any equipment, mat hire, towel hire or similar ancillary items used in the Class. You may not impose any additional charge on a Customer in connection with a Booking. BlockFit may credit Customers in respect of any improperly imposed charge and offset such credit against amounts otherwise owed to you.

4.5 No additional Customer payment. BlockFit has no responsibility for collecting any payment from Customers other than via the Platform, and you waive any claim against BlockFit in respect of any sums you consider to be owed to you directly by a Customer.

4.6 Promotional Free Classes.

(a) BlockFit-funded Free Classes. From time to time, BlockFit may offer "Free Classes" to selected Customers (for example to support customer acquisition, launch a new venue or offering, or for any other promotional purpose at BlockFit's discretion). For each Booking made under a BlockFit-funded Free Class promotion: (i) the Customer pays nothing for the Class, with BlockFit absorbing the customer-side cost in full; (ii) the Studio is paid an amount equal to the Rate Floor applicable to the relevant Class (or, where dynamic pricing is not enabled for the Class, the Studio's headline per-Class rate) less the applicable Commission percentage for Cash Bookings (or such other rate as may be specified for BlockFit-funded Free Classes in your Studio Rate Card); and (iii) the Booking is treated as a Qualifying Booking under clause 5.1 for all other purposes (including cancellation, no-show and reconciliation). The Studio may opt out of BlockFit-funded Free Class participation through the Studio dashboard at any time, with effect on a forward-looking basis.

(b) Studio-funded Free Classes. The Studio may, through the Studio dashboard, designate specific Classes as free of charge to Customers as part of its own promotional activity. For each Booking made under a Studio-funded Free Class promotion: (i) the Customer pays nothing for the Class; (ii) the Studio receives no payout in respect of the Booking, and BlockFit applies no Commission or other platform fee to the Booking; and (iii) the Booking is treated as a Qualifying Booking under clause 5.1 for all other purposes (including cancellation and no-show treatment, save that no payout adjustment arises). The Studio is responsible for designating Studio-funded Free Classes in advance through the dashboard; classes cannot be retroactively re-classified after a Booking has been made.

4.7 VAT.

(a) VAT exclusivity. All Commission rates set out in Schedule 1 and in your Studio Rate Card are exclusive of value added tax ("VAT") or any equivalent tax. As at the date the Studio accepts these terms, BlockFit is not registered for VAT and accordingly no VAT is added to Commission charged to the Studio.

(b) VAT registration. BlockFit will register for VAT once required to do so under applicable law, or earlier at its discretion. From BlockFit's effective date of VAT registration, VAT will be added to Commission at the prevailing rate as required by law. BlockFit will give the Studio not less than 28 days' prior written notice (via the Studio dashboard and by email) of the date on which VAT will first be charged. Where statutory VAT registration timing makes 28 days' notice impracticable, BlockFit will give as much notice as is reasonably practicable in the circumstances.

(c) One-time termination right at VAT activation. The first time VAT is added to Commission charged to the Studio, the Studio will have a one-time right to terminate this Agreement on 30 days' written notice to BlockFit, exercisable by giving notice within 30 days of receiving BlockFit's notice under clause 4.7(b).

Subsequent statutory changes to the prevailing VAT rate (for example a change in the UK standard rate) do not reopen this termination right.

(d) Statutory tax matter. For the avoidance of doubt and save as set out in clause 4.7(c), the addition of VAT in compliance with applicable tax law is a statutory tax matter and is not a variation of the Studio Rate Card or these terms within the meaning of clauses 4.3 or 14.3.

5. Bookings, Cancellations and Payouts

5.1 Qualifying Bookings. A "Qualifying Booking" is a Booking processed through the Platform that is either: (a) attended by the Customer; (b) a no-show (i.e. not attended and not cancelled in accordance with clause 5.2); or (c) a Late Cancellation that is not subsequently rebooked by another Customer in a Class that did not ultimately reach capacity.

5.2 Cancellation window. Customers may cancel a Booking without charge up to 12 hours before the scheduled start of the Class, unless the Studio has notified BlockFit in writing of an alternative cancellation deadline that BlockFit has agreed to apply to that Studio (the later of those two deadlines applying). Late Cancellations and no-shows are treated as Qualifying Bookings save where (i) the cancellation is on grounds of illness, injury or other compelling personal circumstance and BlockFit, acting reasonably, has waived the late cancellation fee under its Customer terms, or (ii) the cancellation is required by law (including under the Consumer Rights Act 2015 or for a Customer cooling-off right that has not been validly waived).

5.3 Payout calculation.

(a) Cash Bookings. Cash Bookings are processed through BlockFit's Stripe account. Your payout in respect of each Qualifying Cash Booking is the Customer Price less the applicable Commission, payable per Booking. BlockFit bears the Stripe payment-processing fees on Cash Bookings; no Stripe fees are passed through to the Studio for Cash Bookings.

(b) Credit Bookings. Credit Blocks are purchased by the Customer directly through Stripe Connect, with funds settling into your connected Stripe account. BlockFit's Commission is deducted at the point of purchase as a Stripe application fee. The Stripe payment-processing fees on each Credit Block purchase are borne by you and are deducted by Stripe from the funds settling into your account. No further Commission applies to individual Credit Bookings made against that Credit Block. Your net receipt per Credit Block is therefore the gross purchase amount less BlockFit's Commission and less the Stripe payment-processing fees.

(c) Subscription Bookings. Subscription payments are collected from the Customer directly through Stripe Connect, with funds settling into your connected Stripe account. BlockFit's Commission is deducted from each Subscription payment as a Stripe application fee. The Stripe payment-processing fees on each Subscription payment are borne by you and are deducted by Stripe from the funds settling into your account. No further Commission applies to individual Subscription Bookings made under that Subscription. Your net receipt per Subscription payment is therefore the gross Subscription amount less BlockFit's Commission and less the Stripe payment-processing fees.

5.4 Payout timing.

(a) Cash Bookings. BlockFit initiates payouts nightly via Stripe Connect in respect of all Cash Bookings properly due to you under clause 5.3(a) in the period up to and including the preceding 24 hours. Funds typically arrive in your bank account within 2–3 working days of payout initiation, subject to Stripe's standard settlement terms.

(b) Credit Bookings and Subscription Bookings. Funds for Credit Block purchases and Subscription payments settle directly into your connected Stripe account at the time of the Customer's payment, subject to Stripe's standard settlement terms. BlockFit does not initiate a separate payout in respect of these amounts because BlockFit's Commission and the Stripe payment-processing fees are deducted at source.

5.5 Reporting. BlockFit will make booking and payout reports available to you through the Studio dashboard. The BlockFit system records (and the corresponding Stripe Connect records) are the operational record for the purposes of this Agreement, save where the Studio provides clear contemporaneous evidence to the contrary, in which case BlockFit will reconcile in good faith taking that evidence into account. Discrepancies must be raised with BlockFit within 90 days of the end of the calendar month in which the discrepancy arose; BlockFit will investigate and resolve any properly raised discrepancy in good faith.

5.6 Reconciliation. BlockFit may reconcile and adjust payouts within 30 days of the original payout, with such adjustments limited to: cancelled Classes, refunds (including refunds in respect of unused Credit Blocks or Subscription periods), demonstrable fraud, or duplicate payments. Where a card chargeback is raised through Stripe (which can occur up to 120 days after the original transaction), BlockFit may reverse the corresponding payout when the chargeback is processed. BlockFit may offset any overpayment, refund or sum owed to it against future payouts.

5.7 Refunds and chargebacks. Where a refund is properly given to a Customer (including in respect of a Class that was not delivered substantially in accordance with the listing, an unused Credit Block where the Studio's terms or applicable law require a refund, or an unused Subscription period where the Studio's terms or applicable law require a refund), the corresponding payout will be reversed in proportion to the refunded amount. Where reasonably practicable, BlockFit will consult the Studio in good faith before processing a refund that will reverse a payout, except in cases of clear non-delivery (such as a cancellation already confirmed by the Studio). You will reasonably co-operate with BlockFit and Stripe in respect of any chargeback dispute and provide attendance records, equipment records and any other reasonable evidence on request.

6. Taxes

6.1 VAT and other taxes. You are solely responsible for accounting to HM Revenue & Customs (or the equivalent authority in any other jurisdiction in which you operate) for VAT and any other taxes properly due on the supply of Classes, Credit Blocks and Subscriptions to Customers. The Customer Price and any payouts are inclusive of all applicable taxes payable by you. You are responsible for ensuring that the VAT status notified to BlockFit in onboarding is accurate and up to date.

7. Customer Data and Privacy

7.1 Independent controllers. Each Party acts as an independent controller in respect of personal data it processes in connection with this Agreement, and not as a joint controller. Each Party is individually responsible for compliance with the UK GDPR, the Data Protection Act 2018 and any other applicable data protection laws ("**Data Protection Laws**").

7.2 Use of Customer Data. Use of Customer Data is governed by UK GDPR. Customer Data passed to the Studio through the Platform was collected by BlockFit on the basis of the Customer's consent for the purpose of fulfilling Bookings. Accordingly, that data may be used by the Studio only for that purpose (the "**Permitted Purpose**") — it cannot lawfully be used for marketing, analytics, profiling, model training, or onward disclosure for monetary or other consideration without the Customer giving fresh consent for those purposes directly. Where the Studio collects personal data directly from a person (independently of the Platform) with appropriate consent, that data is the Studio's own and the Studio is free to use it in compliance with Data Protection Laws.

7.3 In-Platform Communication. The Customer Data BlockFit passes to Studios is limited to what is needed to deliver the Class — typically the Customer's first name, surname, Booking record, and any operational information the Customer has chosen to share. BlockFit does not pass Customer email addresses, telephone numbers, postal addresses or other direct contact details to Studios. The Platform provides an in-app messaging system through which the Studio and Customer may communicate about the Booking. The Studio will not use that in-app messaging system to solicit or request a Customer's email address, telephone number, postal address or other personal contact details for purposes outside the Permitted Purpose. For the avoidance of doubt, this clause 7.3 does not restrict (a) a Customer voluntarily providing the Studio with their contact details directly at the Studio Venue or through the Studio's own channels, (b) the Studio collecting personal data directly from a person under clause 7.2 with appropriate consent, or (c) the Studio communicating with that person using data the Studio holds as its own. Wilful or persistent breach of this clause 7.3 is a material breach of this Agreement; for inadvertent or isolated breaches, BlockFit will give the Studio reasonable opportunity to address the conduct before treating it as a material breach.

7.4 Security. You will implement and maintain appropriate technical and organisational measures to protect Customer Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration or disclosure, having regard to the state of the art, the costs of implementation and the nature of the data. You will notify BlockFit without undue delay (and in any event within 72 hours) of becoming aware of any actual or suspected personal data breach affecting Customer Data, and will reasonably co-operate with BlockFit in investigating and remediating it.

7.5 Sub-processors and staff. You will ensure that any of your staff, contractors and processors who have access to Customer Data are bound by binding confidentiality obligations and process Customer Data only as necessary for the Permitted Purpose. You remain liable for any act or omission of your staff, contractors or processors as if it were your own.

7.6 International transfers. You will not transfer Customer Data outside the United Kingdom or the European Economic Area unless you have implemented an appropriate transfer mechanism recognised under Data Protection Laws and have notified BlockFit in writing of the relevant safeguards.

7.7 Data subject rights. Each Party will respond to data subject requests addressed to it in accordance with Data Protection Laws and will reasonably co-operate with the other Party where a request relates to data held by both.

7.8 Other data. Where you provide BlockFit with personal data relating to your staff, instructors or any other third party, you confirm that you have provided appropriate privacy notices and obtained any consents required to enable BlockFit to use that data for the purposes of operating the Platform and your participation in it.

8. Intellectual Property

8.1 Studio IP licence. You grant BlockFit a non-exclusive, worldwide, royalty-free licence (sub-licensable to BlockFit's service providers acting on its behalf for the purposes set out below) to use, reproduce, display, modify, distribute and publish the Studio IP for the purposes of (a) listing and marketing your Classes on and through the Platform, (b) promoting BlockFit and its services (including in marketing materials, social media and case studies featuring you), and (c) operating, protecting and improving the Platform itself, including training models that operate the Platform such as search, ranking, recommendation and matching systems. For the avoidance of doubt, the licence in this clause 8.1 does not extend to the use of Studio IP to train general-purpose or third-party artificial intelligence or machine learning models without the Studio's separate written consent. On termination, BlockFit will use reasonable efforts to remove the Studio IP from the Platform and from materials within its reasonable control. BlockFit may retain references to the Studio in (i) archived materials and search engine caches that are not within BlockFit's reasonable control to remove, and (ii) historical marketing materials and case studies that have already been published, provided that BlockFit will, on the Studio's written request after termination, use reasonable efforts to remove or redact references to the Studio in any such materials within its reasonable control.

8.2 BlockFit IP licence. BlockFit grants you a non-exclusive, non-transferable, revocable licence during the term to use the BlockFit name, logo and approved marketing assets ("**BlockFit IP**") in your venue (e.g. on a partner sticker, on your bookings page) and on your website to indicate that you participate in BlockFit, in each case in accordance with any brand guidelines we make available. You will not otherwise use BlockFit IP, will not register anything that incorporates BlockFit IP, and will not use BlockFit IP to make disparaging statements about BlockFit or to promote a competing marketplace.

8.3 Reservation of rights. Save for the licences expressly granted, neither Party acquires any right, title or interest in the other Party's intellectual property. All rights in BlockFit IP (including the Platform, BlockFit's software, designs and know-how) are and remain the property of BlockFit or its licensors.

8.4 Feedback. If you provide BlockFit with feedback, suggestions or ideas relating to the Platform, you grant BlockFit a perpetual, irrevocable, royalty-free, worldwide, sub-licensable licence to use such feedback for any purpose. Ownership of the feedback remains with you.

8.5 Reviews. BlockFit is not liable for reviews, ratings or comments posted by Customers in respect of you or your Classes, save where required by law.

9. Representations and Warranties

You represent and warrant on a continuing basis that:

- you have full power and authority to enter into and perform this Agreement;
 - you and your instructors hold all qualifications, registrations, certifications and authorisations required by applicable law and good industry practice to provide the Classes safely and lawfully;
 - you comply with all applicable laws, including health and safety legislation, the Equality Act 2010, the Consumer Rights Act 2015 and Data Protection Laws;
 - you own or have all necessary rights in the Studio IP and any other content you provide, and your provision and BlockFit's use of that content (in accordance with this Agreement) does not infringe any third party right;
 - the bank account and Stripe Connect details you have provided to BlockFit are accurate and you are the person authorised to receive payouts;
 - you have appropriate music licences (e.g. PPL/PRS) where required for the music used in your Classes;
 - you comply with the Bribery Act 2010 and have not engaged in any conduct that would constitute an offence under it; and
 - where any of your Classes are aimed at or accessible to persons under 18, you have appropriate safeguarding policies and DBS checks in place for all relevant staff.
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10. Insurance

10.1 Cover required. You will, at your own cost, hold and maintain throughout the term and for not less than 6 years thereafter:

- Public Liability insurance with a limit of indemnity of not less than £1,000,000 per occurrence;
- Professional Indemnity / Treatment Risk insurance (where the Classes include personal training, coaching, manual therapy or similar) with a limit of indemnity of not less than £1,000,000 per claim; and
- Employer's Liability insurance with a limit of indemnity of not less than £5,000,000 (where required by law).

10.2 Evidence. You will provide BlockFit with current certificates of insurance on request. Each policy must be placed with a reputable insurer authorised in the United Kingdom. You will notify BlockFit promptly if any policy is cancelled, materially altered or non-renewed.

11. Term and Termination

11.1 Term. This Agreement begins on the earlier of the date you accept it or the date your first Class is listed on the Platform, and continues for an initial term of 12 months. It will then automatically renew for successive 12-month terms unless terminated in accordance with this clause 11.

11.2 Termination for convenience. Either Party may terminate this Agreement for any reason on 30 days' written notice to the other.

11.3 Termination for cause. Either Party may terminate this Agreement immediately by written notice if the other (a) commits a material breach of this Agreement that, if capable of remedy, has not been remedied within 14 days of written notice requiring remedy, (b) becomes insolvent, enters into administration, has a receiver appointed, makes a composition with its creditors or ceases (or threatens to cease) to carry on business, or (c) has its operations suspended by a regulator in a manner that prevents performance.

11.4 Suspension. BlockFit may, acting reasonably, suspend the listing of your Classes (in whole or in part) where (a) BlockFit reasonably suspects fraud, breach of clause 7 (Customer Data) or any safeguarding, safety or welfare concern, (b) Stripe suspends or limits your Stripe Connect account, or (c) it is required to do so by law or regulator. BlockFit will give you written notice of the suspension and the reasons for it. BlockFit will, on the Studio's written request, set out the basis for the suspension in reasonable detail and consider in good faith any representations the Studio makes within 7 days of that request. BlockFit will reach and communicate a decision on the suspension to the Studio within 14 days of receiving the Studio's representations, which decision will be either (i) to lift the suspension, (ii) to maintain the suspension pending further investigation (in which case BlockFit will set a reasonable timeframe for that further investigation), or (iii) to terminate the Agreement under clause 11.3 if grounds for termination exist.

11.5 Consequences of termination. On termination of this Agreement:

- your listings will be removed from the Platform;
- BlockFit will continue to honour Bookings already accepted before termination, and you will continue to deliver those Classes (or, where you are unable to do so, BlockFit will refund the affected Customers and the corresponding payouts will be reversed);
- BlockFit will pay you any payouts properly accrued and not yet paid at the date of termination, subject to clause 5.6 (Reconciliation);
- the licences in clause 8 will terminate, save in respect of materials covered by clause 8.1; and
- clauses 1, 4.5, 5.5–5.7, 6, 7, 8.3–8.5, 11.5, 12, 13 and 14 will survive.

12. Indemnity and Liability

12.1 Studio indemnity. You will indemnify and hold harmless BlockFit and its directors, officers, employees and agents from and against any losses, claims, damages, fines, costs and expenses (including reasonable legal fees) arising out of or in connection with: (a) any breach by you of clause 7 (Customer Data and Privacy) or clause 9 (Representations and Warranties); (b) any infringement of third-party rights by Studio IP; (c) any personal injury, death or property damage arising at a Studio Venue or in the conduct

of a Class; (d) any tax liability of yours; and (e) any claim brought against BlockFit by a Studio Booking System provider, or any other third party whose system the Studio has authorised BlockFit to access under clause 2.2A, asserting that BlockFit's access to that system on the Studio's behalf and in accordance with the authorisation given by the Studio under clause 2.2A is unauthorised or in breach of the provider's terms, save to the extent that BlockFit (i) has materially exceeded the scope of the authorisation given by the Studio, or (ii) continued to access the system after the Studio gave written notice to stop.

12.2 BlockFit indemnity. BlockFit will indemnify you against (a) any third-party claim that the use by you of BlockFit IP (in accordance with this Agreement and any brand guidelines) infringes a third party's registered trade mark or copyright in the United Kingdom; and (b) any claim by a Customer or other third party arising from BlockFit's operation of the Platform itself (including payment processing errors, security breaches affecting BlockFit-held data, or platform-side technical failures), in each case to the extent caused by BlockFit's act or omission and not the Studio's. The indemnity is conditional on you (i) notifying BlockFit promptly, (ii) giving BlockFit sole conduct of the defence and any settlement, and (iii) providing reasonable assistance.

12.3 Excluded losses. Subject to clause 12.4 and clause 12.5, neither Party will be liable to the other for any loss of profits, loss of revenue, loss of goodwill, loss of anticipated savings, loss or corruption of data, or for any indirect or consequential loss, in each case whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

12.4 Mutual liability cap. Subject to clause 12.5, the total aggregate liability of each Party to the other in respect of all claims arising out of or in connection with this Agreement (whether in contract, tort, including negligence, breach of statutory duty or otherwise, and including the indemnity obligations in clauses 12.1 and 12.2) is limited to the greater of (a) £10,000 and (b) the total payouts properly due to the Studio under this Agreement in the 12 months preceding the event giving rise to the claim.

12.5 Excluded liabilities. Nothing in this Agreement excludes or limits liability of either Party for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) gross negligence or wilful misconduct; (d) infringement of third-party intellectual property rights (in respect of the indemnities in clauses 12.1(b) and 12.2(a)); or (e) any liability that cannot be excluded or limited under applicable law.

13. Confidentiality

13.1 Confidential information. Each Party will keep confidential any non-public information disclosed to it by the other in connection with this Agreement, including the Studio Rate Card, business plans, performance data and Customer Data. This obligation does not apply to information that (a) is or becomes public other than through a breach of this clause, (b) was lawfully known to the receiving Party before disclosure, (c) is independently developed without reference to the disclosing Party's information, or (d) is required to be disclosed by law (with prompt notice to the disclosing Party where lawful to give it).

13.2 Permitted disclosure. Each Party may disclose the other's confidential information to its directors, employees, professional advisers and to its investors and prospective investors, in each case on a need-to-know basis and subject to equivalent confidentiality obligations.

13.3 Remedies. The Parties acknowledge that damages alone may not be an adequate remedy for breach of this clause 13 or clause 7, and that injunctive relief and specific performance may be sought without the need to post security.

14. General

14.1 Independent contractors. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency or franchise relationship.

14.2 Entire agreement. This Agreement (including any Schedules) constitutes the entire agreement between the Parties relating to its subject matter and supersedes any prior oral or written agreement or representation. Each Party acknowledges that it has not relied on any statement or representation not expressly set out in this Agreement (save in respect of fraudulent or negligent misrepresentation).

14.3 Variation.

(a) Operational provisions. BlockFit may, on 30 days' written notice (including via the Studio dashboard or by email), vary operational provisions of this Agreement, including notice mechanics in clause 14.8, dashboard mechanics, definitions reflecting Platform updates, and similar non-substantive matters.

(b) Substantive provisions. Variations to substantive provisions of this Agreement (including clauses 7 (Customer Data and Privacy), 8 (Intellectual Property), 12 (Indemnity and Liability), and 14.10–14.11 (Governing Law and Jurisdiction)) require fresh acceptance by the Studio under clause A.4.

(c) Studio Rate Card and Schedule 1. Variations to the Studio Rate Card and to Schedule 1 are governed by clause 4.3.

(d) Termination right. If you do not accept a proposed variation under (a), you may terminate under clause 11.2 within the notice period and the existing terms will continue to apply during your termination period.

14.4 Assignment.

(a) Studio assignment. You may not assign, transfer, charge or sub-contract any of your rights or obligations under this Agreement without BlockFit's prior written consent.

(b) BlockFit assignment. BlockFit may assign or novate this Agreement to a member of its group, or to a third party in connection with a Change of Control.

(c) Studio termination right on Change of Control. Where BlockFit assigns or novates this Agreement to a third party in connection with a Change of Control, BlockFit will give the Studio written notice as soon as reasonably practicable. The Studio may, within 30 days of receiving that notice, terminate this Agreement on 30 days' written notice without penalty. Existing Bookings, payouts and reconciliation obligations will continue to operate during the notice period in accordance with clauses 5 and 11.5.

14.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect, and the Parties will negotiate in good faith to replace the offending provision with one that achieves, as nearly as possible, the original commercial intent.

14.6 No waiver. A failure or delay by either Party to exercise a right or remedy is not a waiver of that right or remedy.

14.7 Force majeure. Neither Party will be liable for any delay or failure in performance to the extent caused by a force majeure event beyond its reasonable control. The affected Party will give prompt notice and use reasonable efforts to mitigate. Either Party may terminate this Agreement on written notice if the force majeure event continues for more than 60 days.

14.8 Notices. Notices must be given in writing and sent (a) for legal notices to BlockFit, by email to legal@blockfit.co and by post to BlockFit Ltd at its registered office, and (b) to the Studio, by email to the address registered to the Studio account profile, with a corresponding notification placed in the Studio dashboard. The Studio is responsible for keeping the registered email up to date. Notices by email are deemed received 24 hours after sending; in-dashboard notifications are deemed received on the next occasion the Studio (or any authorised user) accesses the dashboard. Notices to BlockFit by post are deemed received 2 business days after posting.

14.9 Third party rights. A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

14.10 Governing law. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

14.11 Jurisdiction. The Parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising out of or in connection with this Agreement.

Schedule 1 — Rate Card Structure

This Schedule forms part of the Studio Partner Agreement between BlockFit Ltd and the Studio. Capitalised terms have the meanings given in the main body of the Agreement. **All rates and amounts in this Schedule and in the Studio Rate Card are exclusive of VAT — see clause 4.7.**

This Schedule sets out the *structure* of BlockFit's Commission. The actual numbers (the Commission rate applicable to your Studio for each booking model, plus any applicable rate floors and dynamic pricing parameters) are set out in your **Studio Rate Card**, accessible at any time in your Studio dashboard. The Studio Rate Card was displayed to you in full prior to your acceptance of this Agreement and was captured at the moment of acceptance under clause A.1.

BlockFit's Standard Rates are published on the BlockFit website. Your Studio Rate Card may match the Standard Rates or may differ; in either case, the Studio Rate Card (not the Standard Rates) governs the commercial terms between BlockFit and your Studio.

1. Commission structure — three booking models

BlockFit applies a separate Commission rate to each of the three booking models defined in clause 4.1:

(a) Cash Booking. Customer pays for an individual Class at the time of booking via the Platform. Commission is calculated as a percentage of the Customer Price displayed on the Platform at the time of booking. The applicable percentage is set out in your Studio Rate Card.

(b) Credit Booking. Customer purchases a Studio-specific Credit Block through the Platform and subsequently redeems credits from that Credit Block against individual Classes at the issuing Studio. Commission is calculated as a percentage of the Customer's gross payment for the Credit Block at the point of purchase, and is deducted at that point. No further Commission applies to individual Credit Bookings made against that Credit Block. The applicable percentage is set out in your Studio Rate Card.

(c) Subscription Booking. Customer purchases a recurring monthly Subscription issued by the Studio through the Platform and subsequently uses their Subscription entitlement to attend Classes at the issuing Studio. Commission is calculated as a percentage of each Subscription payment collected from the Customer, and is deducted at the point of collection. No further Commission applies to individual Subscription Bookings made under that Subscription. The applicable percentage is set out in your Studio Rate Card.

2. Rate Floors and Dynamic Pricing

(a) Studio-set Rate Floor. Where the Studio enables dynamic pricing for one or more of its Classes, the Studio sets through the Studio dashboard a minimum Customer Price ("**Rate Floor**") below which BlockFit will not sell that Class.

(b) BlockFit pricing within Studio parameters. Where dynamic pricing is enabled, BlockFit may set the Customer Price for the relevant Class at or above the Rate Floor in accordance with the dynamic pricing criteria configured by the Studio (including demand-based, time-to-Class, capacity-based or other parameters made available in the dashboard). BlockFit will use reasonable efforts to operate the dynamic pricing engine in accordance with the Studio's configuration.

(c) Limitation on BlockFit responsibility. Subject to BlockFit's obligation under (a) not to sell below the Rate Floor, and save in respect of fraud, wilful misconduct or gross negligence, BlockFit is not responsible for any loss the Studio claims to have suffered as a result of (i) the operation of the dynamic pricing algorithm within the parameters set by the Studio, including pricing outcomes the Studio considers suboptimal, or (ii) the Studio's own configuration of dynamic pricing criteria, including incorrectly set Rate Floors, triggers or other parameters input by the Studio.

(d) Studios not enabling dynamic pricing. Where the Studio does not enable dynamic pricing for a Class, the Customer Price for that Class is the headline per-Class rate set by the Studio in the Studio dashboard, and no Rate Floor or dynamic pricing applies.

(e) Engine unavailability. Where the dynamic pricing engine is temporarily unavailable, the Customer Price for the relevant Class will default to the Studio's headline per-Class rate set in the Studio dashboard, save where BlockFit elects to remove the Class from sale until the engine is restored.

3. Promotional bookings

Free Class promotions are governed by clause 4.6 of the Agreement. Under clause 4.6(a), Studios are paid the Rate Floor (or, where dynamic pricing is not enabled for the relevant Class, the Studio's

headline per-Class rate) less the applicable Commission percentage for Cash Bookings, or such other rate as may be specified for BlockFit-funded Free Classes in your Studio Rate Card. Under clause 4.6(b), Studio-funded Free Classes attract no payout and no Commission. Other promotional campaigns (for example percentage-discount promotions, member-only deals or campaign-specific pricing) may be offered from time to time on terms shown in the Studio dashboard; participation in such other campaigns is optional unless otherwise agreed.

4. Variation of the Studio Rate Card

Variations to your Studio Rate Card are governed by clause 4.3 of the Agreement. The Commission rates in force at the time of your acceptance are fixed for the first 12 months under clause 4.3(a). After that period, BlockFit may propose changes on not less than 30 days' written notice under clause 4.3(b). If you do not accept a proposed change you may terminate this Agreement under clause 11.2 within that 30-day period; otherwise the change takes effect at the end of the notice period and your Studio Rate Card is updated accordingly in the dashboard.

5. Historical Rate Card record

The Studio dashboard displays the Studio Rate Card currently in force. BlockFit will, on the Studio's reasonable written request, make available to the Studio a versioned record of the Studio Rate Cards that have been in force during the term, including the dates on which each version took effect. The Studio's payout statements (visible via Stripe Connect and the Studio dashboard) reflect the rates applied at the time of each Booking and remain the operational record of historical pricing.

End of Agreement v1.1, dated 17 May 2026.