

EQUINOX

USER TESTING & NONDISCLOSURE AGREEMENT

This User Testing & Nondisclosure Agreement (this “**Agreement**”), dated as of the date of last signature hereto (“**Effective Date**”), sets forth the agreement between the individual identified on the signatures below (“**Participant**” or “**you**”), and Equinox Holdings, Inc., a Delaware corporation, on behalf of itself and its affiliated entities (“**Company**”). The parties acknowledge that Company is developing and testing certain products, services, programs, initiatives, software, features and functionalities (collectively, the “**Product Offering**”) and, in connection with the launch of the Product Offering, Company has established a usability testing program (the “**Program**”) which provides select early access to certain identified individuals who would like to access and evaluate the usability of the Product Offering. Participant desires to participate in the Program, and Company will make the Product Offering available to Participant, in accordance with the terms and conditions of this Agreement.

Therefore, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Participant, each intending to be legally bound, hereby agree as follows:

1. Confidential Information.

- (a) For purposes of this Agreement, the term “**Confidential Information**” means any non-public, confidential or proprietary information provided or made available to Participant by or on behalf of Company or any of its affiliates under this Agreement or otherwise acquired by Participant in connection with the Program, whether before, on or after the Effective Date, irrespective of the form or manner of communication (whether written, oral, visual, photographic, electronic or otherwise) and regardless of whether such information is marked as “confidential” or “proprietary,” including but not limited to all information regarding the Product Offering, the Program (including the existence of the Program and Participant’s participation therein) and any other ideas, business, marketing, operating and development plans, strategies and initiatives, cost and pricing information, concepts for current or future products or programs, technology, designs, specifications, know how, descriptions of intellectual property, trade secrets and technical information, research procedures or any other information provided or made available to Participant by or on behalf of Company under this Agreement, as well as any notes, reports, analyses, studies, communications, documents or other materials relating to or derived from the foregoing.
 - (b) Participant acknowledges, understands and agrees that this Agreement and the relationship established by this Agreement create a relationship of confidence and trust between Participant and Company with respect to Company’s Confidential Information. Participant agrees to hold all Confidential Information in strict confidence from the date of Participant’s acceptance of this Agreement until five (5) years following the date of termination or expiration of this Agreement and to not disclose in any manner such Confidential Information to any third party without Company’s prior written approval; provided, however, Participant’s obligations with respect to any of Company’s trade secrets shall remain in effect indefinitely. Participant further agrees to use the Confidential Information only as expressly authorized in this Agreement, and Participant agrees to protect the Confidential Information using the same degree of care as you would use to protect your own confidential information of like nature, which shall be no less than a reasonable degree of care, from the unauthorized use, dissemination or publication of the Confidential Information. If Participant becomes legally compelled to disclose any Confidential Information, then Participant will provide Company prompt written notice of such duty to disclose and will assist Company in seeking a protective order or another appropriate remedy at Company’s cost and expense. If Company waives Participant’s compliance with this Section 1(b) or fails to obtain a protective order or other appropriate remedy, then Participant will furnish only that portion of Confidential Information that is legally required to be disclosed; provided, that any Confidential Information so disclosed will maintain its confidentiality protection for all purposes other than such legally compelled disclosure. Without limiting the foregoing, Participant’s obligations to maintain confidentiality include the following: (i) any logins and passwords issued during the Program will not be shared with any other party other than Participant; (ii) video recordings, screenshots or other graphical representations of the Product Offering will not be made or shared without the prior approval of Company; and (iii) any blog or social media postings about the Product Offering must be screened and approved by Company in writing before posting to make sure confidentiality is respected.
 - (c) All information, including all Confidential Information, furnished by or on behalf of Company to, or obtained by, you pursuant to this Agreement is and will remain the sole property of Company. Participant acknowledges that Company has not granted to you, and does not hereby grant, any license, copyright or similar right with respect to any of the Confidential Information or any other information disclosed to or obtained by you pursuant to this Agreement or your participation in the Program. Participant acknowledges that Company makes no express or implied representations or warranties as to the accuracy or completeness, and Participant acknowledges and agrees that you are not entitled to rely on the accuracy or completeness, of any of the Confidential Information, and Participant further agrees that Company will have no liability to you or any other party relating to or resulting from any use of the Confidential Information. Notwithstanding anything contained in this Agreement, this Agreement imposes no obligation on Company to disclose Confidential Information or proceed with the Program, the Product Offering or any other relationship with you.
 - (d) Participant acknowledges that unless Company enters into a separate mutual nondisclosure agreement with you, Company does not wish to receive any confidential information from Participant, and Company assumes no obligation, express or implied, with respect to any information disclosed by Participant.
2. Program; Feedback. Participant agrees to actively test and evaluate the Product Offering in the manner requested by Company, and Participant will cooperate with Company at all times in the testing, evaluation and support of the Product Offering, in accordance

with all of Company's instructions as may be provided from time to time. Participant acknowledges that time is of the essence in accessing, testing, using and providing Feedback (as defined in the Company's Digital Terms of Use and Additional Terms (accessible at <https://www.equinox.com/terms>, as the same may be amended from time to time, the "Terms") in connection with the Product Offering in order for a timely development of the Product Offering by Company, and Participant will timely comply with and complete Company's testing and evaluation requests on the timelines established during and as may be reasonably requested from time to time after the Program. Participant will utilize the Product Offering only for its intended uses and in strict compliance with all instructions and documentation provided or otherwise made available by Company. Upon Company's request, Participant will provide their Feedback regarding the operation, usefulness, functionality, design or performance of, or otherwise relating to, the Product Offering, and all such Feedback will be governed by the Terms in all respects. Company will not be obligated to pay Participant any further compensation for participation in the Program other than making the Product Offering available to Participant during the term of the Program. For purposes of this Program, you agree to allow Company and its employees, agents or authorized contractors or representatives to contact you using the personal contact information you have provided, such as your name, email, address, and telephone number.

3. Assumption of Risk; Release. Without waiving any rights or entitlements as provided by federal, state and/or local laws, rules or regulations, Participant fully recognizes that there are risks to which he or she may be exposed by participating in the Program, including without limitation that the Product Offering is not complete in development and may reasonably be expected to contain errors, design flaws or other problems. Participant represents that Participant is of sound mind and body and does not suffer from any illness, impairment, disease or other condition that would prevent Participant from safely participating in the Program. Participant understands and agrees that Participant's role and participation as contemplated hereunder may involve physical activity that is potentially hazardous and dangerous and may involve significant physical and emotional stress and exertion, and that such activity inherently poses a significant risk of serious injury, including paralysis and/or possibly death. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTICIPANT (A) AGREES THAT PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE PROGRAM AND HEREBY AGREES TO EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND RESPONSIBILITY OF INJURY, PHYSICAL HARM OR DEATH, AND (B) ON BEHALF OF PARTICIPANT AND PARTICIPANT'S HEIRS, FAMILY MEMBERS, EXECUTORS, AGENTS, AND ASSIGNS, HEREBY IRREVOCABLY RELEASES, WAIVES, ACQUITS AND FOREVER DISCHARGES COMPANY AND ITS AFFILIATES AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PERSONNEL, CONTRACTORS, REPRESENTATIVES, AND PREDECESSOR AND SUCCESSOR ENTITIES AND ASSIGNS, FROM AND AGAINST ANY AND ALL AWARDS, JUDGMENTS, LOSSES, LIABILITIES, OBLIGATIONS, DAMAGES (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL), CAUSES OF ACTION (WHETHER IN TORT, CONTRACT OR OTHERWISE), CLAIMS, SUITS, LIENS, PENALTIES, FEES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES) OF EVERY KIND AND NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED OR SUSPECTED OR UNSUSPECTED, IN LAW OR EQUITY, THAT PARTICIPANT EVER HAD, NOW HAS OR MAY HAVE, OR HEREAFTER HAS, MAY HAVE OR CLAIMS TO HAVE, RESULTING FROM OR ARISING IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN THE PROGRAM AND/OR ANY USE OF THE PRODUCT OFFERING BY PARTICIPANT OR ANY OTHER PARTY.
4. Miscellaneous. This Agreement will expire upon completion of the Program unless otherwise earlier terminated by Company in its sole discretion. Participant acknowledges and agrees that any breach of this Agreement by Participant would cause irreparable harm to the Company and its affiliates and that money damages would be an inadequate remedy to protect the Company and such affiliates therefrom, and that the Company will be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies will not be deemed to be the exclusive remedies for any breach by Participant of this Agreement but will be in addition to any and all other remedies available to the Company at law or in equity. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflicts of laws rules or provisions (whether of the State of New York or any other jurisdiction), and any action brought in connection with this Agreement will be brought in the state and federal courts of the State of New York and the United States, as applicable, located in the City of New York, Borough of Manhattan, and Participant hereby irrevocably consents to, and agrees not to contest, the exclusive jurisdiction of such courts. In the event of litigation relating to this Agreement, upon the issuance of a final, non-appealable order by a court of competent jurisdiction, the non-prevailing party will be liable and pay to the prevailing party the reasonable attorneys' fees and expenses (including court costs) such prevailing party has incurred in connection with such litigation, including any appeal therefrom. If it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that any term or provision hereof is invalid, illegal or unenforceable, the remaining terms and provisions hereof will be unimpaired and will remain in full force and effect and the invalid, illegal or unenforceable provision or term will be replaced by a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, legal or unenforceable term or provision. This Agreement, together with the Terms and Company's Privacy Policy (<https://www.equinox.com/privacy>) (as each of the same may be amended from time to time and each of which shall be incorporated by reference as if set forth in its entirety herein), embodies the entire agreement, arrangement and understanding between Participant and the Company with respect to the subject matter hereof and supersedes and preempts any and all prior or contemporaneous agreements, arrangements or understandings, whether oral or written, relating to the subject matter hereof. The terms, conditions, provisions and other undertakings contained in this Agreement will be binding upon Participant, and their heirs, executors, administrators and assigns, and will inure to the benefit of the Company and its successors and permitted assigns. Participant may not assign this Agreement, in whole or in part, or any right

or interest herein without the prior written consent of the Company. Execution of this Agreement by electronic signature or acknowledgment will be effective as delivery of a manually executed signature page of this Agreement.