

Standard Contract for the National Taiwan University Sports Center

Notes

1. After a member makes a purchase request, this contract enters into effect when we agree to the lease by issuing an order number and an electronic voucher or form.
2. Before signing, the customer can review and confirm acceptance of this contract in accordance with the online purchase process flow.
3. Before signing, the customer can download and review this contract from the website (minimum review period of three days).
4. After the customer makes a payment by credit card, if the operator's business closes or is suspended and can no longer provide services, in accordance with the rules of the international credit card organization, any part of the purchase that is a gift (including membership) is non-refundable.

Between

Customer: I have carefully read, signed, and agree to the terms of the contract (hereinafter "Party A")

Operator: National Taiwan University Sports Center (hereinafter "Party B")

Whereas Party A uses the sport facilities and receives services provided by Party B for the purpose of becoming a member, the parties have agreed to the following terms and conditions:

Article 1 The location where Party B provides sports facilities shall comply with public safety requirements under building and fire safety legislation, and the following basic information shall be disclosed:

1. Location: National Taiwan University Sports Center.
2. Responsible person: Chen, Wen-Chang.
3. Place of contract performance: National Taiwan University Sports Center.
4. Business address: No.1, Sec. 4, Roosevelt Rd., Da'an Dist., Taipei City
5. Email address: ntupe@ntu.edu.tw.
6. Website: <https://pe.ntu.edu.tw/#>.
7. Telephone: (02)3366-5959 ext. 600.
8. Proof of company registration or enterprise establishment: Yes
9. Public accident liability insurance amount and validity: \$30,000,000 per accident (physical injury) /18 July 2023.
10. Number of members expected at the location: 1,000 members.
11. Number of existing members at the location: 982 members.
12. Total size of the location available for Party A's use: 200 square meters.
13. Maximum number of people allowed at the location: 111 persons.

The above information shall be disclosed in a clear and obvious place at the location by Party B, and published on Party B's website for further reference.

Article 2 Party B shall provide the following services during business hours:

1. Compliant sport equipment with labels and instructions in Chinese available for normal use.

2. Risk warnings and emergency response instructions displayed in clear and obvious locations for each piece of equipment.
3. Professional instructors to explain how each piece of equipment should be used.

The quantity, number of persons, name, and specifications under subparagraphs 1 and 3 of the previous paragraph shall be listed in detail in the contract or provided in an attachment. If any equipment provided by Party B is under repair, Party B shall take the initiative to disclose as such in clear and obvious locations onsite and on Party B's website for Party A's information.

Article 3 Types of membership

Party B shall provide Party A with the below types of membership:

Discounted tickets: A discount period of six months after online registration and ticket purchase.

The contract term under the previous paragraph shall not exceed three years. However, if the membership fee is charged on monthly basis, the term may be extended to up to 10 years.

If Party A terminates the contract upon expiry of the agreed period of use, Party B shall not collect any handling charge nor any other fee under paragraph 2, Article 13.

The "agreed period of use" under the previous paragraph refers to the period specified in the contract where Party B shall not collect any handling charge, penalty for breach, nor any other fee if Party A terminates the contract after such period of use.

Article 4 The total contract amount is as follows:

Discount ticket fee: In accordance with the fee schedule for site lease in the National Taiwan University Sports Center.

Article 5 Party A shall pay the total contract price in the following manner:

1. In cash (onsite).
2. By credit card.

If the parties agree an authorized debit (payment) by credit card, it shall be expressly stipulated in the authorization document that "if Party A cancels or terminates the contract in writing, Party B shall give notice to the credit card institution to stop the debit transaction within 24 hours."

Article 6 Party B shall not increase the fee agreed under Article 4 without Party A's consent.

Article 7 To help finance Party A's contract payment, Party B may provide Party A with financing from a third party (hereinafter the "Lending Institution") at Party A's discretion. The contract shall be entered into by Party A itself.

If Party A takes out a customer loan from a Lending Institution referred to by Party B and makes contract payments by installments, Party B shall provide Party A with the following provisions and shall acquire a document showing Party A's declaration that it has received such information. Party A may claim that the customer loan contract has not taken effect if Party B fails to give such notice.

1. Party A has fully understood that the customer loan contract established with the Lending Institution is a project loan for the purpose designated, and the loan funds shall be released directly to Party B's designated account in accordance with Party A's instructions.
2. All terms and conditions of the customer loan contract (including, but not limited to, interest calculations, credit insurance, guarantor, etc.)
3. The name of the Lending Institution, the name of the responsible person, tax number, business address or domicile, telephone, fax, website, email address, and customer dispute hotline.
4. The customer loan agreement may be cancelled or terminated at will within seven days following approval by written notice to Party B and the Lending Institution.
5. Upon refund following termination or cancellation of the contract, other than the charges that may be collected by the Lending Institution in accordance with the customer lending agreement, Party B shall not seek any additional payment.
6. If Party B can no longer provide services due to business closure or business suspension, etc., Party A may claim inability to provide deferred (prepaid) products or services and ask the Lending Institution to stop payment of the remaining amount of the loan corresponding to the portion of services not provided by Party B by providing an affidavit or other supporting document to Party B showing that Party B is no longer able to provide services, unless Party B has provided a performance guarantee.
7. If the contract is terminated or cancelled, the customer loan agreement shall be terminated or cancelled at the same time. However, if Party B proves that this contract is terminated or cancelled due to any reason imputable to Party A, the Lending Institution may collect the installments for services already provided by Party B from Party A.
8. Party A fully understands and is aware of the terms and conditions of Party A's credit loan, and that any customer dispute or disagreement in relation to the customer loan may have an impact on its personal credit in the future.

Article 8 Agreed manner of notice

Based on the contact details provided by Party A as member information.

Article 9 If Party B experiences any of the following events, it shall give notice to Party A in the manner agreed under the previous article at least 24 hours prior to the original time, and shall make a public announcement in a clear and obvious place in its place of business and on its website. This provision does not apply if the business cannot be operated due

to natural disaster, war, new or changes to government legislation, or other reasons not imputable to Party B.

1. Party B relocates its place of business.
2. The total surface of Party B's place of business is reduced by 20% or more.
3. Party B is unable to operate normally, or an event occurs with a material impact on Party A's interests.

If Party B fails to prove that it has given notice and made a public announcement under the previous paragraph resulting in damage to Party A's interests, Party B shall provide unconditional compensation and shall not charge any fee.

Article 10 Upon Party A's prior presentation of supporting documents or clarification of one of the following events, Party B shall suspend the membership within seven working days and waive the monthly fee during the suspension period. The validity period of the membership shall be extended accordingly.

1. Overseas travel for one month or longer.
2. Injury, illness, or physical discomfort that renders sporting activity inadvisable.
3. Pregnancy, breastfeeding, or other parenting needs.
4. Difficulty in performing the contract due to military service.
5. Difficulty to performing the contract due to relocation of job or residence.
6. Difficulty in performing the contract due to other reasons.

In case of any event under subparagraph 2 of the previous paragraph, six months after suspension of membership, if Party A presents a physician's diagnosis showing that he/she cannot engage in sporting activities within six months, the contract may be terminated in accordance with Article 13, and Party B shall not collect any handling charge or deduct any fee.

If Party A is unable to submit evidence in relation to any event under subparagraph 2 of the first paragraph in advance, evidence may be submitted within one month after the occurrence of the event.

Upon establishment of a Level-1 Central Epidemic Command Center and the occurrence of community contamination in which Party B's place of business is located, Party A may apply the first and third paragraphs mutatis mutandis and suspend the membership.

Article 11 If Party A terminates the contract due to any of the following events within 30 days from receipt of Party B's notice or its knowledge of the event, Party B shall provide a refund in accordance with the second paragraph of Article 13, and shall not collect any handling charge, penalty for breach, or any other fee:

1. Relocation of Party B's place of business or reduction of the total surface of Party B's place of business by 20% or more, except if Party A has given its consent.
2. The sports equipment or instructors provided by Party B are fewer in quantity than that agreed in the contract by 20% or more.

If the operating period of Party B's place of business needs to be suspended due to routine maintenance, the validity period of the membership shall be extended accordingly, except for routine maintenance of no more than two days per month.

Article 12 Party A may terminate the contract at any time before expiry of the contract term.

If performance of the contract cannot continue due to any event imputable to Party A, Party B shall calculate the fee as follows and shall not deduct any further fees:

1. Within seven days after the contract takes effect and during Party B's operation, if Party A terminates the contract without using the service, Party B shall refund the full fee already paid by Party A.
2. Seven days after the contract takes effect or if Party A has used any service and terminates the contract:
 - (1) If all fees have been prepaid, discount tickets purchased shall be returned based on the actual amount paid, deducted by the actual number of tickets used, and multiplied by the published unit price by member status. Any remaining amount shall be refunded by Party B (any period shorter than 15 days shall be calculated as half a month, and any period longer than 15 days shall be calculated as one month).
 - (2) Handling charge: No handling charge.

Membership fees and other fees shall be excluded from the calculation of refund upon termination of the contract.

The sum of the handling charge plus any additional amounts shall not exceed NT\$6,000.

If Party A enters into the contract by mail order or through face-to-face solicitation, even if it has used Party B's facilities, the contract can still be cancelled within seven days in accordance with Article 19 of the Consumer Protection Act.

Article 13 If the services under this contract cannot be completed due to any event of force majeure such as natural disaster, war, new or changes to government legislation, or any other event not imputable to either party, either party may terminate the contract and Party B shall refund Party A the remaining amount calculated based on the remaining membership period not yet lapsed (including any free membership period), without collecting any handling charge, penalty for breach, or any other fee.

Article 14 If Party A engages in any inappropriate conduct that has a material impact on Party B's operation and if such conduct continues despite cessation requests, Party B may terminate the contract and refund Party A the remaining amount calculated based on the period not yet lapsed (including any free membership period), without collecting any handling charge, penalty for breach, or any other fee.

Article 15 If performance of the contract cannot continue due to any event imputable to Party B, Party A may terminate the contract and refund Party A the remaining amount calculated

based on the period not yet lapsed (including any free membership period), without collecting any handling charge, penalty for breach, or any other fee.

In relation to the refund under the previous paragraph, Party B shall apply the same calculation as to a penalty for breach provided under section 3, subparagraph 2, paragraph 2 of Article 13.

Article 16 If Party A signs the contract before official operation in the place of performance commences, the contract may be terminated within seven days from the date it enters into effect and Party B shall provide a refund in full.

Article 17 If Party A terminates this contract in accordance with Articles 12 to 14, Article 16, or the previous article, the termination shall take effect when the designated form is completed on Party B's site.

Party B shall also remit the amount to be refunded into the financial institution account designated by Party A (to be further provided by Party A) within 15 days after Party A's notice under the previous paragraph (no more than 15 working days) and interest shall accrue in case of delay.

Article 18 With Party B's consent, Party A may assign the contract to a third party during its term. The terms and conditions of the contract shall not be impacted by the assignment.

Subject to prior agreement, Party B may seek from Party A the necessary costs incurred from processing the assignment under the previous paragraph, which shall not exceed NT\$300.

Article 19 If Party A has an overdue payment, Party B shall give notice to Party A within 10 days from the payment due date in the manner listed under Article 9, requesting payment within 20 days.

If payment remains overdue after the deadline under the previous paragraph, the contract shall be deemed terminated from the expiry date of the notice period and the fee shall be refunded or made up in accordance with Article 13.

If Party B does not issue a request for payment under the first paragraph, it shall not collect from Party A any fee incurred as the contract shall continue to be in effect.

Article 20 Party B shall provide a performance guarantee equivalent to 50% of the fees charged, except if payment is made monthly during the contract term or if the total amount of prepayment under Article 5 is less than NT\$5,000.

If Party B provides any other customer contract performance guarantee mechanism in a manner approved by the Ministry of Education, the terms of such guarantee shall be clearly listed in the contract and published on Party B's website for further reference.

Article 21 The value of gifts given by Party B to Party A shall not exceed 20% of the total contract amount.

If Party B gives gifts in the form of products or otherwise, upon contract termination, it shall not seek a return of such gifts from Party A, nor shall it deduct the value of the gifts from the refund due.

If Party B signs a contract that includes a free membership period, upon termination of the contract, such period shall be included in the scope of the contract for relevant calculations.

Article 22 Party A's membership shall not be transferred to any other place of business.

If Party B fails to specify the previous paragraph in the contract, it shall be deemed that Party A's membership may be transferred without cost.

Article 23 Party B shall comply with the following in its place of business:

1. Provide sports equipment and regular maintenance or upgrade in accordance with Article 2.
2. Assign instructors to explain how the equipment should be used in accordance with Article 2.
3. Provide proper emergency response equipment.
4. Provide employees with first-aid training.
5. Party A's personal data learned or held by Party B due to Party A's signing of this contract or application to suspend membership shall be kept confidential and be processed in accordance with the applicable provisions of the Personal Data Protection Act. Party A may seek compensation for damages if Party B breaches the previous paragraph.
6. Party B shall not force-sell any product or program to Party A, nor shall it collect any fee not provided for in this contract.
7. If Party B cannot become a member in accordance with Article 3, the information it provides shall still be kept confidential and shall not be subject to any improper use.

Article 24 In using Party B's facilities, Party A shall comply with below rules:

1. Registration must be completed and access tickets presented at reception. The same is applicable for participation in any of Party B's events.
2. Proper clothes shall be worn to use Party B's equipment or participate in Party B's events.
3. No contraband or hazardous objects shall be brought into Party B's place of business (including the fitness center).
4. When Party A accesses Party B's place of business, Party B shall put in place lockers for Party A's temporary use. Party A shall remove its property from the lockers after it finishes using the facilities. Any object left behind by Party A and not collected

within six months following public notice shall be handled in accordance with the applicable provisions of the Civil Code.

5. Any money, securities, jewelry, or other valuables brought onsite by Party A shall be the responsibility of Party A. Party B shall not be liable for any damage or loss of personal possessions.
6. No gambling, alcohol, smoking, betel nut chewing, loud noises, cursing, or other improper conduct, or any conduct that may jeopardize the interests of other members is permitted in Party B's place of business (including the fitness center). No food or drink is allowed in non-designated areas. The same is applicable at Party B's events.
7. Party A shall use Party B's facilities in a proper manner, take into consideration its personal health status, follow Party B's instructions, and avoid improper sport or participation in any activity beyond its physical strength.

Article 25 Party B may establish and amend the management rules to facilitate the full and effective use of Party B's sport facilities by Party A.

Article 26 Party B shall be liable for any damage or loss of any common property brought by visitors, except if the damage or loss is incurred by force majeure, the nature of the property, or the willful conduct or negligence of Party A itself, its partners, any person who accompanies Party A, or a guest of Party A.

If either party breaches this contract causing damage to the other party, it shall be liable for compensation.

Article 28 If Party B further agrees to the period of use during the contract term, notice shall be given to Party A one month before the expiry of the agreed period of use with information listed in this contract.

If Party B cannot prove that it has given notice under the previous paragraph and, as a result, Party A continues to use its facilities following expiry of the agreed period of use, Party B shall not collect any handling charge, penalty for breach, or any other fee.

Article 29 All of Party B's advertisements constitute contract terms.

Party B shall ensure that the advertised details are truthful and its obligations to Party A shall not fall lower than the standards advertised.

Article 30 In case of dispute between the parties, Party A may file a complaint and seek mediation in accordance with the Consumer Protection Act.

Article 31 This contract is governed by the laws of the Republic of China.

Article 32 In case of a lawsuit due to this contract, the parties agree that the Taipei District Court shall be the first-instance court of jurisdiction, provided that the application of small-amount jurisdiction under Article 47 of the Consumer Protection Act or paragraph 2, Article 28, and Article 436-9 of the Code of Civil Procedure shall not be excluded.

Article 33 Any ambiguity in the terms and conditions of this contract shall be interpreted in Party A's favor.

Article 34 Any matter not stipulated in this contract shall be resolved fairly in accordance with applicable laws, customary practice, and the principle of good faith.

I have carefully read, signed, and agreed to the terms of this contract.