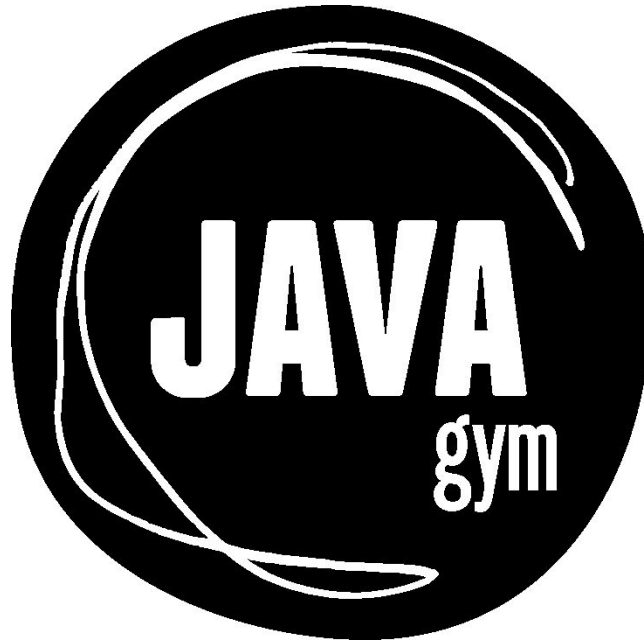




Membership Agreement

206.318.4201
javagym@starbucks.com

Managed by



JAVA GYM

Located in the northeastern section of the 7th floor at the Starbucks Support Center, the Java Gym is devoted to meeting your fitness and wellness needs. If you have any questions or need help, please do not hesitate to ask a Java Gym staff member.

POLICIES, GUIDELINES & CODE OF CONDUCT

Hours

The Java Gym is open Monday through Friday 5:30AM-7:30PM. The facility will be closed on Starbucks' designated holidays. Weather or facility related closures will be posted at the facility entrance and on the facility website.

Membership

To join the Java Gym, complete the registration application on the Java Gym website (vivecorpwellbeing.com/javagym). Your application will be reviewed by a fitness specialist within two business days to ensure completion. A follow-up appointment may be scheduled if additional information or a medical clearance is needed. You will be notified via email once your membership is activated. Vivecorp, Inc. reserves the right to disapprove any membership application for medical reasons.

Eligibility and Requirements

Note: *Membership dues are temporarily suspended due to the COVID-19 facility closure. Java Gym will communicate to all members when dues are reinstated.*

Payroll Membership: All current Starbucks Support Center (SSC) partners are eligible for Payroll Membership. Payments are through a payroll deduction bi-weekly (\$12.00).

Partner Punch Card Membership: All current SSC partners, retired Starbucks employees, and Pepsi Cola partners are eligible for Java Gym Partner Punch Card Membership. Payment- \$3.00 for Day Pass or \$40.00 for 20-visit Punch Card. Pay by cash or check at the Java Gym front desk. Payment cannot be refunded.

Non Partner Punch Card Membership: Persons directly associated with Starbucks business interests (CW's and PSP's) and work in the SSC building are eligible for Java Gym Non Partner Punch Card Membership. Non Partner Punch Card members must have SSC badge access. Director level (or above) sponsorship is required. The sponsoring partner must sign the Non Partner Punch Card Member Sponsorship form. Payment- \$5.00 for Day Pass or \$50.00 for 20-visit Punch Card. Pay by cash or check at the Java Gym front desk. Payment cannot be refunded.

Membership Cancellation

Membership can be cancelled at any time by completing and returning a Membership Cancellation Form to the Java Gym. Cancelling member may see up to two additional deductions after form is received. This will depend on when the Membership Cancellation Form is received. Member can continue to use the Java Gym two weeks after the final deduction date.

Partners taking an extended leave of absence (LOA) from Starbucks must cancel their membership prior to leaving. Upon returning to the gym, partners will be treated as a new member and must complete the membership registration process to regain access to the facility. Partners not cancelling their membership prior to leaving will result in a continuation of payroll deductions.

Locker Rooms

Lockers are to be used only while exercising in the facility. Lockers automatically unlock after 3 hours. To utilize the digital code locks:

To Lock: Press: C and any 4 digit code then the key symbol.

To Unlock: Press: C and enter the same 4 digit code and the key symbol.

If lock does not unlock: Contact Java Gym staff for assistance.

Amenities

Showers, towels, hair dryers, and toiletries are provided for your convenience. Members are expected to return the used towels to the towel bins and to use the trash receptacles to dispose of garbage. Availability of these amenities is subject to change.

Staff

The Java Gym staff includes Fitness Specialists and Group Exercise Instructors who are certified in their specialty as well as in CPR/First Aid/AED. All members of the facility are encouraged to work with the Java Gym staff for all their fitness needs and have access to the below services included in your membership fee.

Java Gym Services

Java Gym offers a variety of complimentary services. All services are available virtually online and onsite (when the facility is open).

- **Personal Training:** A series of 8 personalized sessions with a Fitness Specialist.
- **Team Training:** Complete your personal training series with a co-worker or friend.
- **Fitness Assessments:** Fitness Specialists can complete body compositions, body measurements, blood pressure tests, and fitness tests. *Only available onsite when the facility is open.*
- **Group Exercise Classes:** Java Gym offers group exercise classes taught by certified group exercise instructors. Class formats include boot camp, power cycling, and yoga among others. All classes are adaptable to all fitness levels.
- **Group Trainings:** Fitness Specialists guide participants through a convenient, results oriented, 30-minute training to build strength and cardio endurance.

Java Gym members can work with their own personal trainer in the Java Gym during normal business hours and upon the approval of the Vivecorp Fitness Manager. To be approved the trainer must:

1. Provide proof of Personal Trainer Certification
2. Provide copies of current CPR and First Aid certifications.
3. Provide proof of (one million dollars) \$1,000,000.00 professional liability insurance.
4. Provide copies of their Washington State and Seattle Business Licenses.
5. Sign a Vivecorp or Starbucks' Confidentiality Agreement.

Trainer documentation must be kept current at all times to continue to access the facility. It is the responsibility of the Java gym member to notify the Vivecorp Fitness Manager prior to each visit. A roster of approved personal trainers for Java Gym is available members who wish to hire one.

Equipment

The Java Gym is proud to offer the finest weight training and cardiovascular equipment available *from Life Fitness, Cybex, Free Motion and Technogym*. These machines and equipment enhance endurance, balance, strength, and flexibility through zero-impact exercises. Our equipment is engineered to promote optimal physical development by combining functional and dynamic exercise equipment for a diverse group of exercisers.

Entertainment

Television monitors are located in the cardio training center as well as on the *Technogym* Treadmills. The Java Gym is also equipped with XM satellite radio and plays a variety of music throughout the facility. Google Wi-Fi is available in the Java Gym for member use.

Additional Programs

The Java Gym offers specialty classes and incentive programs to help highlight seasonal fitness trends. Health and wellness programs are offered on a monthly or quarterly basis. Contact the Java Gym front desk (E: javagym@starbucks.com P: 84201) to learn more about specific programs being offered.

Dress Standard

You are expected to dress appropriately for a corporate fitness center. You must keep your exercise gear clean and in good repair. Appropriate shoes must be worn at all times on the Java Gym floor and in the group exercise room. Bare feet are

acceptable only in the group exercise room for yoga and Barre classes. The use of rubber sole sandals is recommended in the showers.

Unacceptable Conduct

Any harassing behavior, which creates an intimidating, hostile or offensive environment, is unacceptable. Harassment includes, but is not limited to:

1. Verbal behavior: jokes, slurs, derogatory remarks and abusive language.
2. Physical contact: unwanted touching.
3. Visual displays: derogatory items, posters, cartoons, and drawings.
4. Sexual advances: any unwanted or unwelcome verbal or physical contact.

Any Java Gym member who experiences conduct of this nature should bring it to the attention of the Java Gym Manager. The Java Gym Manager has absolute authority in interpreting and enforcing the Code of Conduct.

Solicitation and Distribution

Solicitation of services, literature or merchandise by Java Gym members is prohibited at all times on the Java Gym premises.

Alcohol and Tobacco

The presence or use of controlled substances, alcohol and/or smoking is prohibited on the Java Gym premises.

Member Responsibilities

As a Java Gym Member, you are responsible for the following:

1. Reading and familiarizing yourself with this Code of Conduct.
2. Keeping a copy of the Code for your reference.
3. Complying with safety procedures and standards.
4. Reporting known violations of the Code or safety concerns to the Java Gym manager.
5. Seeking assistance and information from the Java Gym Manager when uncertain whether particular activities comply with the Code of Conduct.
6. Checking bulletin boards for updated information.
7. Updating your personal health information on file annually through the pre-activity screening process.
8. Paying all gym fees in a timely manner.
9. Inform Java Gym staff immediately of any changes to your medical or physical condition, including but not limited to high blood pressure, cardiac problems, pregnancy, structural (bone/soft tissue) problems, and onset of diabetes to name a few.
10. Inform Java Gym staff immediately of any discomfort or symptoms of illness while in the facility.
11. Report any accident or incident in the facility immediately to the Java Gym staff.

All Members will be expected to familiarize themselves with, and abide by, all Java Gym Policies, Procedures and Code of Conduct. If you fail to follow the policies, rules, standards or procedures for the Java Gym, your membership may be revoked.

Vivecorp Privacy Policy

At Vivecorp, we respect concerns about privacy and safeguarding personal information. Visit www.vivecorp.com to review Vivecorp's Privacy Policy.

Java Gym Comments

Your comments and suggestions are always welcome and assist us to provide the best services and facilities possible. Email Java Gym management at javagym@starbucks.com or stop by the Java Gym 7NE to tell a staff member your comments and suggestions to best accommodate your needs.



VIVECORP RELEASE OF LIABILITY

1. In consideration of gaining membership or being allowed to participate in the activities and programs (indoor, outdoor and virtual) of the Java Gym and to use its facilities, equipment, and machinery, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge Vivecorp, Inc. and Starbucks Coffee Company and their officers, agents, employees, representatives, executors, and all others acting on their behalf from any and all liability for injuries or damages resulting from my participation in any activities or use of equipment or machinery in the above mentioned facility or arising from my participation in any activities (indoor, outdoor and virtual) at said facility. I do also hereby release all of these mentioned and others acting upon their behalf from any or all responsibility or liability for any injury or damage to myself. I further acknowledge that Vivecorp, Inc. is not responsible for my safety or for the care or safety of my property. To the fullest extent allowable under the law, (a) I waive any claim for loss, damage, theft, or personal injury arising from my use of the Java Gym and participation in virtual (online) programs and services, and (b) I release Vivecorp, Inc. and its affiliated, entities, officers, directors, employees, contractors, and agents from any claim for loss, damage, theft, or personal injury in connection with my use of the Java Gym, including without limitation any theft of, or loss, or damage to, my property and its contents.
2. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am participating in these activities and using the equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.
3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs of the Java Gym or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed and understand that the initial fitness evaluation and subsequent follow-up evaluations performed by Vivecorp, Inc. officers, agents, employees, representatives, executors, and all others acting on their behalf are not to be construed as medical testing by Vivecorp, Inc. I have also been informed and understand the recommendation for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment or machinery. I also acknowledge and understand that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician regarding physical activity, exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I have either had a physical examination within the last year and have been given my physician's permission to participate, or I have decided to participate in activities and/or use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation in activities, and utilization of exercise equipment and machinery in my activities.
4. As a member of the Java Gym you will be provided access to certain digital properties to enhance your experience. Your name and email address will be supplied to a third party vendor, MindBody, who provides the services associated with the digital properties. Vivecorp takes your privacy very seriously and will take all precautions to protect your information. For more information on our privacy policy please email connect@vivecorp.com for a copy of our full privacy policy.

STARBUCKS ATHLETIC ACTIVITY RELEASE AND INDEMNITY AGREEMENT

1. Acknowledgments

- a. I voluntarily have requested to participate in athletic events and activities taking place upon Starbucks Coffee Company (Starbucks) premises or in its facilities and I understand that my involvement in these activities may include dangers of personal property damage and personal injury to me and others participating in such activities.
- b. Provision of the premises or facilities by Starbucks for my and others' participation in athletic events or activities is not a sponsorship thereof and is voluntary and not pursuant to any contractual obligation, express or implied.
- c. By making available its premises or facilities for my use in athletic events or activities, Starbucks makes no representations or warranties regarding the fitness of such premises or facilities for that purpose.
- d. I do not expect Starbucks, its directors, officers and employees to ensure my personal safety and I assume all risk of harm to my person or property arising from my participation in athletic events or activities taking place upon Starbucks premises or in Starbucks facilities.
- e. Starbucks, its directors, officers and employees receive no business benefit by and from permitting my presence upon its premises and facilities for the purpose of participating in athletic events or activities.
- f. By participating in athletic events or activities upon Starbucks premises or in its facilities, I am not acting at the request, on behalf, or for the benefit of Starbucks and I am receiving no compensation from Starbucks for such activities.
- g. The benefits available to Starbucks Partners under the Starbucks medical, short and long-term disability, and life insurance plans are not affected by this agreement.
- h. I understand that the lockers in the Java Gym are for day use only and have timers set to automatically open after three hours. To the fullest extent allowable under the law, (a) I waive any claim for loss, damage, theft, or personal injury arising from my use of the Java Gym, and (b) I release Starbucks and its affiliated entities, officers, directors, employees, contractors, and agents from any claim for loss, damage, theft, or personal injury in connection with my use of the Java Gym, including without limitation any theft of, or loss, or damage to, my property and its contents.

2. Release and Indemnification.

In consideration for Starbucks making available to me and permitting me to participate in athletic events and activities upon its premises and in its facilities, I release Starbucks, its directors, officers, and employees from all claims, actions, causes of action, liability, and demands of whatsoever nature at law in equity or otherwise for or by reason of personal injury or property damages arising from my participation in such athletic events or activities. In consideration for Starbucks making available to me and permitting me to participate in athletic events or activities upon its premises and in its facilities, I shall indemnify and hold harmless Starbucks, its directors, officers, and employees from all claims, actions, or property damages arising from my actions.

I have read the foregoing paragraphs, understand their contents, have had the opportunity to consult with legal counsel, and my signature is a free and voluntary act.