

INDIGO

HEALTH SERVICES

GENERAL TERMS AND CONDITIONS FOR INDIGO HEALTH CLUBS AT CREDIT SUISSE

1. The minimum age for members and guests is 16 years.

2. The following persons can apply for an access card to the INDIGO Health Clubs:

- All UBS employees
- Pensioners and their spouses in the Health Club Uetlihof during the „OFF-PEAK“ times (except weekends and holidays)
- Spouses of active employees at Health Club Horgen
- Employees of Oetiker & SSM at Health Club Horgen

3. The membership agreement between INDIGO Fitness and a member is, in principle, concluded electronically on the INDIGO website and requires no additional signature. A written contract can be given at the Health Club Uetlihof during supervised hours (Monday to Friday from 8.00am to 6.00pm). Every membership registration is then checked by INDIGO for right of access and validity in the UBS Staff Directory. In case of incorrect information, the contract is void, and the membership fee already paid in the INDIGO online shop will be refunded to the customer. Any changes must always be made in writing by email to the INDIGO group mailbox.

4. Access authorisation:

- a. The Health Club membership and the associated access authorisation allow you to visit and use the facilities at Credit Suisse. The use of the commercial INDIGO Fitness Clubs in the cities Basel and Zurich are not included in this membership and require an additional subscription.
- b. Location Uetlihof: A chip wristband will be given to each member for access at the Uetlihof location. The first chip bracelet is issued by the INDIGO team at your Health Club and is free of charge. Loss of the bracelet must be reported to the INDIGO team immediately.

It is obligatory to issue a new bracelet, and the member will be charged 20 CHF. The chip bracelet is personal, non-transferable and generally not modifiable. Health Club members who take unregistered colleagues or even non-authorised persons into the Health Club commit an official badge abuse, which must be reported to the Security Control Room & Manned Guarding per email, stating their name, personal GPN and date.

- c. Location Horgen / Europaallee / Geneva: Access to the Health Club is via the employee badge or the supplied sports badge. Loss of the sports badge must be reported to the INDIGO team immediately. It is obligatory to issue a badge, and the member will be charged 20 CHF. The badge is personal, non-transferable and generally not modifiable. Health Club members who take unregistered colleagues or even non-authorised persons into the Health Club commit an official badge abuse, which must be reported to the Security Control Room & Manned Guarding per email, stating their name, personal GPN and date.

- d. Memberships can be upgraded at any time. Following an upgrade, a new term of membership begins in each case. All contributions paid to date will be credited accordingly. Downgrading to a cheaper membership is not possible during the contract term and can only take place once the contract expires and in the event that the membership has been properly terminated.

5. INDIGO Fitness will send a reminder email to the member about 3 months before the end of the membership. This contains all information on the renewal or termination of the contract. If the annual membership is not terminated before the one-month period of notice has expired, it is automatically extended for another year. Notices of cancellation can be submitted using the cancellation form on the INDIGO website or via email to the INDIGO group mailbox (ubs@indigofitness.ch), taking into account the one-month cancellation period.

- a. Payment collection: If the membership is automatically renewed, the member will receive an email with a request for payment of the membership fee with

a payment deadline of 10 days. If the amount has not been received on the INDIGO account after the payment deadline, the second dunning level is triggered. The second deadline is again 10 days. If no payment has been received on the INDIGO account after the expiry of this payment period, a third and final reminder will be sent with the warning of the assignment of the claim to the debt collection agency:

Intrum AG Eschenstrasse 12
8603 Schwerzenbach

In the last dunning stage, the member is also set 10 days as a payment deadline before the collection is triggered. Costs in the event of late payment: processing fee (at the earliest after two written reminders after the invoice date, if handed over to the debt collection service provider) in accordance with www.fairpay.ch.

From the first request for payment, access to the Health Club via the personal badge / chip wristband is deactivated and remains blocked until the membership fee owed has been paid, or the INDIGO account has been credited.

6. The annual membership can be paused on presentation of an official certificate, such as a doctor's certificate, employer's certificate for a period abroad or a military service order with an absence of at least four weeks. The paused time is appended to the end of the current membership.

Important: A Time Stop is only possible with the „PREMIUM“ subscription type. All other subscription types are excluded from this service. The above subscriptions with the Time Stop feature are only available at Health Club Uetlihof.

7. Not using the services of the INDIGO Health Clubs does not entitle the member to reduce or reclaim the membership fee.

8. The member acknowledges that a digital photo can be taken to allow a visual control at the locations with access gates. This photo is used exclusively for verification by the INDIGO team at check-in and will not be passed on to third parties.

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9. The member undertakes to follow instructions of INDIGO staff at all times and to strictly adhere to the Club Guide.

10. Gross or repeated violations of the GTC, the company regulations or staff instructions may result in a ban. There is no entitlement to a refund of the membership fee. In the event of infringements, in particular, misuse of the access card, we expressly reserve the right to file charges.

11. INDIGO or its personnel shall not be liable for any damage resulting from an accident, injury or illness. Members and guests use the facilities and offers of INDIGO Health Clubs expressly at their own risk.

12. INDIGO is not liable for the loss of valuables, money, clothing, etc. Any liability for deposited objects is also excluded. The members and guests are responsible for taking out appropriate insurance.

13. Any changes in the state of health must be independently reported by the member to the INDIGO team or the respective Health Club supervisors at the location, using a written health questionnaire.

14. INDIGO Health Clubs are open from Monday to Friday from 5.00am – 00.00am and on Saturday, Sunday and public holidays from 8.00am – 8.00pm with the exception of maintenance cleaning, reconstruction etc.

The member is not entitled to a refund or an extension of his annual membership for further closures necessary for business purposes.

15. Regulations for Off-Peak memberships:

- a. The Off-Peak memberships grant all eligible members (exception: pensioners and their spouses see 15.b.) entry to the Health Club Uetlihof at the following times: Monday to Friday from 8.00am – 11.00am and from 2.00pm – 5.00pm. On weekends and holidays from 8.00am – 8.00pm.
- b. Pensioners and their spouses are only allowed to train during the periods of use mentioned under point 15.a. from Monday to Friday. Pensioners and their spouses are not eligible for admission on weekends and public holidays.

16. The member expressly acknowledges that INDIGO reserves the right to make changes to the Club Guide and that they will be brought to his/her attention in an appropriate manner. The member cannot derive any rights from a change to the Club Guide. The current Club Guide always applies. The current Club Guide can be downloaded at any time from the INDIGO homepage and is posted in the respective Health Club.

17. INDIGO may change its offer and operating hours at any time in consultation with Credit Suisse. The member is not entitled to a refund in case of a reduction of the offer or the operating hours.

18. INDIGO is entitled to close locations subject to a period of notice of three months and will offer the member the use of another nearby location. If the member does not agree, the fee will be refunded pro rata.

19. In the event of a workplace change within UBS, the member is entitled to a pro rata refund. If desired, the membership fee can be credited proportionately at another Health Club. The final decision on the principle of proportionality rests with INDIGO.

20. The rights and obligations arising from this contract can be transferred by INDIGO to a legal successor. The relocation of the INDIGO Health Club within the UBS area does not entitle to premature termination.

21. Furthermore: Contributions already paid will be reimbursed by UBS pro rata in the event of a verifiable withdrawal.

22. The place of jurisdiction is Zurich.