WHOOP AUTO-RENEWAL CLAIMS
ATTORNEY-CLIENT RETAINER AGREEMENT

This Attorney-Client Agreement ("Agreement") is between «First_Name» «Last_Name» ("You" or "Your") and Mensch LLP (the "Firms", "We", "Us," or "Our"). If You have any questions about this Agreement, please contact Us.

1. Scope of Representation.

You have contacted Mensch LLP ("Mensch") with respect to claims you may have against WHOOP, Inc. and possibly other wearable fitness tracking devices and subscription-based health and performance monitoring services related entities (the "Defendants"). The scope of representation will be related only to asserting claims you may have against WHOOP, Inc. for unfair and deceptive trade practices based on automatic renewal, negative option billing, failure to obtain affirmative consent, inadequate renewal disclosures, and unlawful non-refundable subscription charges. Mensch shall only pursue your claim in arbitration absent separate agreement made in writing.

You authorize Us to send a demand letter to WHOOP, Inc., and file an arbitration claim on Your behalf and in Your name in an individual arbitration, if We think that it is in Your best interest to do so. We may also take other actions that We believe are in Your best interest, including preparing and signing legal documents, negotiating a settlement, or obtaining documents from the Company or third parties to evaluate and prosecute Your claim.

You also hereby elect to waive Your participation in a class action settlement that would otherwise include Your claim(s). You further consent to the Firms executing an opt-out form on Your behalf in any class action settlement, or, if there is no class action settlement for which preliminary approval or final approval has been granted, to give notice to the court that You have elected to opt-out of the class action. You acknowledge that You retain the right to revoke this waiver at any time after providing written notice through the contact method provided to You.

That said, in the event that We determine that it is in Your best interest to prosecute the claim via a class action instead of an individual arbitration, You authorize Us to do so.

The outcome of disputed legal matters is always uncertain. We cannot guarantee that this claim will be successful or that You will recover any money or obtain any other form of relief.

If the arbitrator or other fact finder does not rule in Your favor, We will consider pursuing an appeal of the decision if allowed to do so. However, We may determine at Our sole discretion not to pursue such an appeal. If that happens, We will notify You so that You may protect any appeal rights You might have.

2. Attorneys' Fees. Expenses. and Fund Disbursement.

You will not owe Us any attorneys' fees unless We successfully collect a financial recovery for You by payment of an award or settlement of Your claim. You will never owe Us any sums out of pocket for fees or expenses. The Firms will represent You on a pure contingency-fee basis. As their fee in this matter, the Firms shall receive forty percent (40%) of the gross recovery.[1] If, however, the law in Your state limits the contingent fees We are entitled to receive to a percentage less than 40%, We will limit Our fee to the

[1] Gross recovery includes anything of value obtained in connection with this representation, including but not limited to, all monies and other consideration recovered in connection with this representation, including but not limited to settlement proceeds, compensatory, recessionary, and all other damages, restitution, interest, and attorneys' fees.

maximum amount allowed under law. If You have any questions about the fee amounts that apply to Your state, please contact Us. If We receive a lump sum amount from the Company for a group of clients with similar claims to You, You expressly authorize us to equitably apportion it amongst all clients that We represent. You acknowledge that this fee is the result of an arms-length transaction between You and Us.

After Our fees are deducted, We deduct expenses from Your gross recovery. Expenses can include expenses specific to Your individual arbitration or expenses that We advance on behalf of all of Our clients with similar cases for the benefit of the whole group of clients. These expenses may include fees for copying, messenger services and similar items, as well as travel expenses. Expenses that We pay to vendors, arbitrators, experts, settlement distribution professionals, or other third-parties who assist in the arbitration claim process are not kept by Us and are billed at cost. If there is a gross recovery, settlement, or judgment in Your favor, We will inform You in writing ofthe amount of expenses to be deducted from Your recovery and the nature of the expense.

In connection with this matter, the Firms have assumed joint responsibility for this representation. If successful, the Firms will share the fee equally. You will not be charged any additional fees because there is more than one law firm on the case.

If there is recovery or settlement in this case, You grant Us the right to receive any monies resulting therefrom, deduct fees and expenses, and send You the remainder as soon as practicable. If We cannot locate You or an authorized representative within ninety (90) days after attempting to distribute Your funds, We may either hold such funds in escrow or deposit them with a tribunal of competent jurisdiction. In the event You do not elect how to receive Your settlement award, You agree that We may disburse Your funds as an electronic/debit/credit card to the email address We have on file. You understand that We may have a lien upon any amount recovered for You.

There may be laws that apply to Your claim or provisions of Your agreement with the Company that allow a court or arbitrator to order the Company to pay Your attorneys' fees, costs, or expenses (collectively "statutory fees") if Your claim is successful. If these laws or contract provisions apply, You agree that We can seek to collect the statutory fees from the Company. We will only seek to collect statutory fees from the Company if Your claim is successful. If statutory fees exceed the contingency fee as defined above, the Firm shall receive the statutory fees in lieu of a contingency fee.[2]

3. Associated Counsel.

You specifically authorize Us to associate additional co-counsel if We believe it advisable or necessary for the proper handling of Your claim. You authorize Us to take all steps in this Litigation deemed to be advisable for the investigation and handling of Your claim(s), which may include hiring investigators, expert witnesses and/or other attorneys and filing any legal action necessary. In the event that We choose to associate other counsel, such association will not result in any increase in the attorney’s fees charged to You.

You further understand that there will be only one attorney fee in the attorney fee percentage provided herein and that We and any additional counsel will share that Forty Percent (40%) fee pursuant to the

[2] Even though You will pay nothing to Us unless there is a gross recovery, some state laws require that We disclose to You Our regular hourly rates. The hourly rates for the attorneys and other professional staff who may work on Your case range from $200 for junior staff to $1,100 for senior partners, but You are not responsible to pay Us according to these hourly rates. If We seek Our attorneys' fees directly from the Company, We will seek them using these hourly rates. You are not billed on an hourly basis, You do not owe Us any attorneys' fees unless We succeed on Your claim, and Your fees will never exceed 40% of Your settlement or award unless we collect statutory fees. We reserve the right to update these rates with sixty (60) days' written notice. You acknowledge that We may associate with other counsel in connection with Your claim.

agreement between counsel. Fees will be based on the additional co-counsel assuming joint responsibility and distributed in accordance with the nature and extent of counsel's involvement.

4. Settlement Offers.

You have the right to accept or reject any settlement offer the Company makes to You. We will not settle Your claim without Your express consent.

You give Us exclusive authorization to negotiate settlements with the Company, including as part of a group settlement with other similar claims, and to make decisions about litigation or settlement tactics on Your behalf. You give Us the right to reject any settlement offer that is not equal to Your actual loss, or the maximum allowable damages, whichever is greater, unless We believe that We have achieved the likely best settlement possible under the circumstances. If We bring You a settlement offer from the Company, the final decision on whether to accept the offer is Yours. We may advise You that We feel the settlement is fair and reasonable, and if You disagree with Our advice, We may withdraw as counsel after giving You reasonable notice of our intent to withdraw as Your attorneys consistent with the applicable ethics rules.

You can substitute another law firm for Us as Your attorneys at any time; however, if You don't do so for good cause and You later obtain a settlement, recovery, or judgment, You agree that We are entitled to an amount up to and including the full fee contemplated by this Agreement for legal services rendered. Alternatively, if You substitute another law firm for Us for good cause, or if We withdraw as counsel and You later obtain a settlement, recovery, or judgment, You agree to pay Us reasonable fees and expenses for legal services rendered.

5. Multiple Clients; Apportionment of Recovery. and Conflicts of Interest.

You acknowledge that You are not the only client We are representing with respect to this claim and that conflicts of interest could arise between You and Our other clients.

You are one of multiple plaintiffs or claimants being represented by Us with respect to this case. We may reach a single aggregate settlement of multiple claims involving the same or similar factual patterns if We believe it to be fair and adequate for the group as a whole. In the event that You do not withdraw from the settlement, You authorize Us to apportion the common expenses and recovery between all of Our clients in such manner as We determine to be fair and equitable.

You acknowledge that representation of multiple clients may give rise to potential conflicts of interest. If We believe that such a conflict exists, We shall discuss the matter with You. If it is necessary for Us to withdraw, then You might have to obtain new, separate counsel, which may incur additional expense and delay as the new attorneys become familiar with Your case. If We withdraw from representing You, You agree to waive any objection to Our continuing to represent other clients in this matter.

6. When We May Withdraw as Your Attorneys.

We may withdraw from Our representation of You under specific circumstances:

1. You fail to comply with any portion of this Agreement;
2. You fail to cooperate with Us in the prosecution of Your claim, such as failing to respond to Our requests for information;
3. You don't follow Our advice;

4. It is not economically viable for You or Us to continue to prosecute Your claim;

5. After We review Your records or other information, We believe that proving or prosecuting Your claim will be extremely difficult or expensive;

6. We determine that further prosecution of the case would be unethical or result in a conflict of interest; or

7. The Company enters bankruptcy or liquidation, or We determine that any judgment or recovery would be uncollectable.

We will provide You reasonable notice prior to withdrawing from the representation. Subject to the requirements of any applicable law or ethics code, such withdrawal will be effective by sending You an electronic notification to Your last known email address.

7. Client Duties.

You have certain responsibilities as a client, including the responsibility to keep Us updated as to Your contact information, to promptly respond to Our communications, and provide information and documents We need for Your claim.

You agree to notify Us of any change in address, telephone, or other contact information by contacting Us in writing. You agree to respond promptly to Our requests for information or documents necessary to move Your claim forward.

You agree that We may contact you by voice calls (including pre-recorded voice and artificial voice) and text messages utilizing automated technology to provide information about your matters or make you aware of other cases or service offerings related to this engagement that may be of interest to you. You can opt-out of these communications at any time, by any lawful means, including by replying “STOP” to a text message. You further understand and accept that artificial and pre-recorded voice and text message technologies have limited communication functionality as compared to live voice communications. You understand that You can revoke consent by sending an electronic message to Us and that You do not have to consent to these calls or text messages to receive services.

If Your claim results in a settlement or resolution, You agree that any sums due to You under the terms of this Agreement may be held in a client trust account until they are disbursed to You under the terms of any settlement or resolution.

8. Third Parties Bound.

This Agreement binds Your heirs, executors, administrators, successors, and assignees. In the event of Your death, it will bind any duly appointed representative of Your heirs or estate to the extent allowed by applicable law. In particular, any such representative will be bound by the provisions of this Agreement relating to the recovery of attorneys' fees and costs and other expenses from any settlement entered into by You prior to Your death.

9. Dispute Resolution.

NOTICE: This Agreement contains provisions requiring arbitration of fee disputes. Before You sign this Agreement, You should consult with another lawyer about the advisability of making an Agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as

the way to resolve fee disputes, You give up (waive) Your right to go to court to resolve those disputes by a judge or jury. There are important rights that should not be given up without careful consideration.

If You and the Firms have any other dispute about this Agreement or Our services, or if You determine not to utilize the fee dispute resolution described above, We will first try to settle it through direct discussions.

You agree to give Us thirty (30) days' notice of any dispute by sending a letter or email to Us. You and the Firms cannot resolve the dispute through direct discussions, both parties agree to first try to settle the dispute by mediation administered by the American Arbitration Association under its Consumer Mediation Procedures. If the You and the Firms cannot resolve the dispute then, any disagreements will be settled by arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be governed by the laws of the State of Florida. Unless both You and We agree otherwise, the arbitration will be based on the submission of documents or, if the arbitrator so directs, by remote or other electronic communication, and there shall be no in-person or oral hearing.

All claims must be brought in Your individual capacity, and not as a plaintiff or class member in any purported class, collective action, or representative proceeding. The arbitrator may not consolidate more than one person's claims or engage in any class arbitration.

An arbitration resolves a dispute before one or more arbitrators and not a jury of one's peers. Unlike a court proceeding, an arbitration proceeding is conducted in private, and the outcome will remain confidential. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The standard provisions of the Consumer Rules shall apply. A judicial forum generally does not permit reasonable attorneys' fees to be imposed against a non-prevailing client in a nonfrivolous action, and arbitrators will only have the authority to allocate attorneys' fees if a particular law permits them to do so. Arbitrators will have the authority to allocate the costs of the arbitration process among the parties to the arbitration. By agreeing to mediation and arbitration, You and We waive the right to seek remedies in court, including the right to jury trial, the right to broad discovery, and the right to appeal. The benefits of mediation and arbitration are that they are less costly for You and Us, and they take less time than actions take in court. If You require additional information about the differences between a matter resolved through arbitration rather than through a judicial proceeding, please contact Us in writing. You also have the right to seek independent counsel to advise You before agreeing to this Agreement.

9. Confidentiality.

You agree not to oppose any reasonable protective or sealing order We may seek in any arbitration or court proceeding in order to preserve the confidentiality of the proceeding including, but not limited to, Our client information, litigation strategies or work product, or confidential procedures and practices.

10. No Other Lawyers.

You represent to Us that You have not signed an agreement with any other lawyers to pursue claims against the Company. If You do not remember signing such an agreement, but You did, by signing this Agreement You terminate that prior agreement and permit Us to contact and communicate with the other law firm about all issues related to Your claims against the Company.

11. Headings.

The headings in this Agreement are for reference purposes only and do not have any effect on the meaning or interpretation of this Agreement.

12. Severability; Freely Entered Into: Entire Agreement: Controlling Law:

You agree that if any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part, and not the entire Agreement, will be inoperative; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

You confirm that You have entered into this Agreement, including the dispute resolution provision, freely and willingly and have had the opportunity to consult with attorneys of Your choice, other advisors, family, or friends about doing so.

This Agreement shall be governed and controlled by the laws of the State of Florida, except its choice of laws provisions, and the Florida Rules of Professional Conduct.

ATTORNEY DOCUMENT AUTHORIZATION

By signing below You have authorized Mensch LLP (the "Firms") to act as Your legal counsel in connection with claims that You have against WHOOP, Inc. and certain additional parties. You authorize the Firms to obtain, in Your name and on Your behalf, any information or documents that may be contained in any file, private or public, pertaining to Your dispute with WHOOP, Inc., including information or documents held by WHOOP, Inc. or third parties. This authorization is valid during such time as the Firms shall continue to act as Your counsel in connection with such claims.

BY SIGNING BELOW, 1 HEREBY CONFIRM AND AGREE TO THE TERMS OF EACH OF THE FOLLOWING, AS IF MY ORIGINAL SIGNATURE WAS ON EACH:

ATTORNEY-CLIENT RETAINER AGREEMENT AND ATTORNEY DOCUMENT AUTHORIZATION.

Client Signature:

Printed Name: «First_Name» «Last_Name»

E-sign Date: «SIGNATURE DATE»

SIGNED BY:
Mensch LLP
1800 M St. NW Ste. 800N
Washington, DC 20036
