

INSTRUCTOR LICENSE AGREEMENT

This **Instructor License Agreement** ("Agreement") is entered into as of the last dated signature below (the "Effective Date") by and between CLUBDANCE and ----- ("Instructor") (with each being a "Party" and collectively, the "Parties"). This Agreement supersedes and nullifies any previous instructor agreement entered into between the Parties, if applicable.

RECITALS

A. CLUBDANCE has invested substantial time, money, and resources into developing, testing and providing a fun, energetic cardio dance fitness class that integrates high intensity aerobic training and cardio dance movements, marketed under the CLUBDANCE brand name;

B. CLUBDANCE owns the CLUBDANCE and CLUBDANCE LITE IP (as that term is defined herein) and uses the CLUBDANCE IP in connection with instructor education and training services and fitness classes; and

C. Instructor is currently or wishes to become certified to instruct CLUBDANCE and/or CLUBDANCE LITE classes ("Classes").

In consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

AGREEMENT

1. INSTRUCTOR TRAINING. Instructor must pay for and complete instructor training ("Training") to become certified ("Certified") by CLUBDANCE to instruct Classes and to be eligible for any rights granted Instructor in this Agreement.

2. GRANT OF LICENSE.

A. CLUBDANCE hereby grants to Instructor a limited, nonexclusive, revocable, nontransferable license ("License"), without warranty, to:

- i. Use CLUBDANCE choreography (the "Choreography") in Instructor's Classes;

- ii. Use the CLUBDANCE intellectual property ("CLUBDANCE IP"), as defined herein, during the Term of this Agreement, solely for purposes of instructing the Classes; and
- iii. Advertise as a "CLUBDANCE Certified Instructor."

B. Instructor's use of any registered or unregistered trademarks owned by or licensed to CLUBDANCE ("Trademarks") and CLUBDANCE instructor materials ("Materials") are limited solely to the purpose of advertising, promoting, and holding Classes.

C. Instructor's use of the Choreography is limited solely to Instructor-led Classes.

D. All uses of the CLUBDANCE IP cannot and will not imply an affiliation with any third party, including an implied affiliation with any brand, organization, or company, or with any individual. If Instructor wishes to use the name, logo, trademark, or copyright of a third party in connection with the CLUBDANCE IP, Instructor must obtain CLUBDANCE's written consent. Instructor may use the business name, trade name, or trademark of a gym or facility where a CLUBDANCE class or approved event is being held, so long as the use is subordinate to the CLUBDANCE IP and is permitted by such gym or facility.

E. **Territory.** This License is not valid in any country to which the United States restricts trade or where exercising rights hereunder would violate any law, regulation, or ordinance.

3. FEES.

A. **References to Dollar Amounts.** All references in this Agreement to any dollar amounts are identified in U.S. dollars ("USD") plus applicable Goods and Services Tax ("GST"), as indicated herein.

B. **Instructor Training Fee.** In consideration of Instructor's participation in the Training, Instructor must pay (or has already paid) a one-time fee in the amount of \$299 (USD plus GST), if paid more than 14 days before the Training date, or \$350 (USD plus GST), if paid 14 days before the Training date or sooner ("Instructor Training Fee"). The Instructor Training Fee must be paid in advance of the Training as CLUBDANCE directs. The Instructor Training Fee will be refunded if the Training is cancelled by CLUBDANCE, or otherwise in CLUBDANCE's sole discretion. If Instructor wishes to cancel Instructor's registration more than ten days in advance of the Training, CLUBDANCE will refund the Instructor Training Fee, less a \$50 (USD plus GST) processing Fee. If Instructor wishes to cancel Instructor's registration less than ten days in advance of the Training, CLUBDANCE will not provide Instructor a refund.

C. Monthly Subscription Fees. In consideration for the License granted hereunder, if Certified, Instructor must pay a monthly subscription fee in the amount of \$20 (USD plus GST) for access to the Choreography and Class materials, which amount may be adjusted by CLUBDANCE in its sole discretion ("Monthly Subscription Fee"). Monthly Subscription Fees are not refundable and will not be prorated. Instructor must pay the initial Monthly Subscription Fee before obtaining any License or rights to teach Classes or use the CLUBDANCE name, Trademarks, Materials, or other CLUBDANCE IP. CLUBDANCE reserves the right to establish, revise, modify, or amend its billing practices, methods, and fees, including its collection practices, payment practices, and fees for content or services provided on its website located at www.clubdancefitness.com ("Website"). Instructor agrees to accept notice of any changes by way of changes posted on the Website, the instructor portal of the Website ("Portal"), or email. Instructor's failure to make timely payment due hereunder is a material breach permitting CLUBDANCE to immediately terminate this Agreement.

i. Instructor authorizes CLUBDANCE and its service providers to automatically charge or initiate transfers from the bank account provided by Instructor for the purpose of billing the recurring Monthly Subscription Fees, together with any service charges, applicable taxes, or any other charges authorized under this Agreement, or any portion thereof, as described herein. Instructor is responsible for notifying Instructor's bank or credit card company in a timely manner of any errors regarding any fees that appear on Instructor's statement and for keeping all payment information up to date. CLUBDANCE is not liable for any fees charged by Instructor's financial institution if a payment request is returned as uncollectable.

D. Change Fee. If Instructor wishes to change the bank account associated with the User Account described in Section 4 for the payment of Monthly Subscription Fees, Instructor will be charged a change fee of \$10 (USD).

E. NSF Fee. If CLUBDANCE attempts to collect a Monthly Subscription Fee from Instructor via the bank account information provided by Instructor, and such Monthly Subscription Fee is refused due to insufficient funds, Instructor will be charged a NSF fee of \$30 (USD).

F. Music. The music used in conjunction with the Choreography (the "Music") is not provided as part of the Monthly Subscription Fee. Instructor must purchase the Music independently each month. Instructor must not use the Music on any website, social media platform, page, group, or publicly posted video unless he or she has obtained an appropriate license to use the Music.

G. Taxes. Any applicable taxes on the payment of the Instructor Training Fee or the Monthly Subscription Fee are the sole responsibility of the Instructor.

4. USER ACCOUNT.

A. Instructor must create a user account ("User Account") via the Website in order to register for the Training.

B. Following Instructor's Training, Instructor will have limited student access ("Student Access") to applicable materials and videos on the Website. While Instructor maintains his or her Student Access, Instructor must pay the Monthly Subscription Fee.

C. If Certified, Instructor must pay the recurring Monthly Subscription Fee by providing written consent to CLUBDANCE no later than six months after the date of Instructor's Training in order to access the Choreography, Materials, and be granted access to the Instructor-only Facebook page or other social media or internet sites provided solely to CLUBDANCE instructors.

D. If Instructor has not initiated payment of the Monthly Subscription Fee within six months after Instructor's Training date, Instructor's Certified status, if granted, and this Agreement are automatically terminated.

E. Instructor's User Account and the associated recurring Monthly Subscription Fee may be placed on hold at any time upon seven days written notice to clubdance@courthousefit.com for a minimum of two months and a maximum of 12 months ("Hold"), or otherwise in CLUBDANCE's sole discretion, during which time Instructor will not have access to the Choreography and Materials and will not be charged the Monthly Subscription Fee. Nine months after the User Account has been placed on Hold, Instructor must send in a video to reactivate his or her User Account. Upon expiration of the Hold or upon reactivation, Monthly Subscription Fees will resume in accordance with the terms of this Agreement.

F. Instructor must not share his or her User Account login information with any third party, including other CLUBDANCE instructors.

G. Instructor consents to CLUBDANCE using the information provided in connection with a User Account for the purpose of allowing access to the Choreography and Materials and collection of the applicable Fees. CLUBDANCE's collection and use of personal information in connection with User Accounts and the Portal is provided in CLUBDANCE's Privacy Policy.

5. ADDITIONAL INSTRUCTOR OBLIGATIONS. If Certified, Instructor agrees to:

A. Secure and pay any fee associated with using suitable locations for Classes, which locations must be licensed by ASCAP, BMI, and SESAC for the public performance of music;

B. Provide equipment, legally obtained Music, clothing, and other necessary materials for Classes at Instructor's own expense;

C. Undertake such actions reasonably requested by CLUBDANCE in order to maintain Instructor's Certified status;

D. Dedicate sufficient and adequate time and resources to learning and memorizing the new Choreography each month to be able to teach and cue it properly to Class participants;

E. Not modify the Choreography, Trademarks, Materials, or any other CLUBDANCE IP in any way;

F. Not use the Choreography independently of the Trademarks, Materials, or CLUBDANCE IP in any class that is offered under a different name;

- Timely arrive for and professionally lead Instructor's Classes;
- Require each Class participant to sign a participation and liability release waiver; and
- CLUBDANCE strongly recommends that at Instructor's sole cost and expense, Instructor procure and maintain in full force and effect during the Term and for a period of one year thereafter, commercial general liability insurance, including coverage for damages due to bodily injury, sickness, disease or death that arises out of any negligent act or omission of Instructor, and damages due to injury to or destruction of tangible or intangible property, including loss of use resulting therefrom, that arises out of any negligent act or omission of Instructor, with annual limits of liability in an amount not less than \$1,000,000 per occurrence; \$1,000,000 general aggregate. CLUBDANCE will not indemnify Instructor for any bodily injury, sickness, disease, death, or damage or destruction to any tangible or intangible property that arises out of any negligent act or omission of Instructor.

6. CONFIDENTIAL INFORMATION.

A. Definition of Confidential Information. Instructor acknowledges that Instructor will, during the Term of this Agreement, be exposed to or acquire information which is proprietary or confidential to CLUBDANCE, including but not limited to Choreography, Materials related to Instructor Training, marketing strategies, trade secrets, business plans, techniques, strategies, information pertaining to business operations, present or future products, services, prospects, interests, vendors, and/or customers ("Confidential Information"). The Parties agree that CLUBDANCE's Confidential Information is and will remain the sole property of CLUBDANCE.

B. Non-Use and Non-Disclosure. Instructor must maintain CLUBDANCE's Confidential Information in strict confidence in accordance with this Section. Instructor must not (i) use CLUBDANCE's Confidential Information other than as strictly necessary to perform Instructor's obligations under this Agreement, nor (ii) disclose CLUBDANCE's Confidential Information without CLUBDANCE's prior written consent, except for the Choreography, which Instructor is authorized to perform in branded CLUBDANCE Classes (displaying the Trademarks) only, according to the terms of this Agreement.

7. PROPRIETARY RIGHTS.

A. Proprietary Rights Defined. The term "Proprietary Rights" means all forms of proprietary rights, titles, interests, and ownership relating to CLUBDANCE IP, which includes but is not limited to the use of CLUBDANCE's name, brand, Choreography, Trademarks, service marks, copyrights, materials, patents, trade dress, trade secrets, know-how, mask works, moral rights, and all similar rights of every type that may exist now or in the future in any jurisdiction, including without limitation all applications and registrations therefor.

B. Ownership. As between the Parties, CLUBDANCE owns any and all Proprietary Rights in the CLUBDANCE IP. Any choreography created by Instructor that is based on the Choreography, whether or not authorized by CLUBDANCE, is considered a "derivative work" as that term is defined in the Copyright Act 17 U.S.C. § 101 et seq., and is owned exclusively by CLUBDANCE with Instructor retaining no rights whatsoever in any choreography created for CLUBDANCE or any derivative work. All use of the Trademarks and the goodwill generated thereby will inure to the benefit of CLUBDANCE.

C. Live Performance Copyright. CLUBDANCE owns all live performance copyright rights in and to any CLUBDANCE classes or events taught by Instructor, including any copyright rights in the filming, recording, streaming, uploading, or reproduction of any classes or events.

D. No Contest of Ownership. Instructor has no right, title, or interest in the CLUBDANCE IP other than the right to use the CLUBDANCE IP as permitted herein. Instructor must not contest CLUBDANCE's ownership of the CLUBDANCE IP, the validity or enforceability of the CLUBDANCE IP, or the validity of this Agreement. Instructor must not register or attempt to register any trademark, service mark, copyright, trade name, or business name that incorporates the name "CLUBDANCE" or CLUBDANCE IP, or any derivations thereof, nor can Instructor assist any party in doing so.

E. Assignment. To the extent CLUBDANCE does not obtain all ownership rights and Proprietary Rights in or to any CLUBDANCE IP pursuant to Section 7, Instructor

hereby irrevocably assigns, transfers, and quitclaims to CLUBDANCE (or such third party/ies as CLUBDANCE may elect) all right, title, and interest Instructor may have or hereafter acquire in and to all such Materials, Choreography, Trademarks, or copyrights, together with all Proprietary Rights thereto.

8. USE OF CLUBDANCE IP.

A. Email Addresses. Instructor may use a form of the Trademarks as part of Instructor's email address so long as Instructor uses such address solely for the promotion of Instructor's CLUBDANCE Classes and approved, related CLUBDANCE activities. Upon termination of this Agreement, Instructor must cease using such email address.

B. Social Media Titles. Instructor may use a form of the Trademarks as part of Instructor's social media titles. Instructor must include all or part of his or her name in the title of any social media page(s) incorporating the Trademarks.

C. Internet Uses. Instructor may use the Trademarks on a third-party website, blog, or social media site where Instructor uses the Trademarks to promote Instructor's CLUBDANCE Classes and approved events in accordance with this Agreement.

D. Personal Website URL. Instructor may not use any form of the Trademarks in a URL for Instructor's personal website.

E. Radio, Television, and News Coverage. Instructor must not use the Trademarks on radio, podcasts, or television without CLUBDANCE's prior written consent. With respect to live news coverage, if Instructor is aware of the coverage in advance, Instructor must receive written approval from CLUBDANCE to participate in the coverage. If Instructor is not aware of the coverage in advance, Instructor must promptly notify CLUBDANCE after the coverage and, when possible, provide a copy of the article or footage.

F. Business or Trade Names. Instructor must not use the Trademarks in the name of a business or trade name (e.g., "CLUBDANCE Studio").

G. Merchandise. Instructor must not manufacture, create, offer for sale, sell, or distribute any merchandise, including apparel, accessories, or promotional items, bearing the CLUBDANCE IP or any names, designs, marks, or logos similar to the Trademarks without CLUBDANCE's prior written consent.

H. Mobile Applications. Instructor must not use the CLUBDANCE IP in connection with a mobile application.

I. Class or Program Names. Instructor must not alter the class or program names for which Instructor is licensed to teach. Instructor may not create his or her own program names using the CLUBDANCE Trademarks.

J. Restricted Use of CLUBDANCE IP. Instructor must not use the CLUBDANCE IP for purposes of promoting any workshop, training, instruction, choreography session, class, or other activity except Instructor's own CLUBDANCE Classes or approved events. Instructor must not use any CLUBDANCE IP to identify a gym, facility, business or trade name, program or product, except as authorized herein, without CLUBDANCE's prior written consent. CLUBDANCE reserves the right to remove any content posted on the Internet or used by Instructor that violates CLUBDANCE's Proprietary Rights in the CLUBDANCE IP.

9. THIRD PARTY INFRINGEMENT. Instructor must promptly notify CLUBDANCE of any unauthorized use of the CLUBDANCE IP by the third party for which Instructor becomes aware. CLUBDANCE has the right and discretion to take action, including bringing action involving the CLUBDANCE IP and retaining the proceeds of any settlement or recovery in such action. Instructor agrees to cooperate with CLUBDANCE in enforcing and protecting the CLUBDANCE IP.

10. FUNDRAISING OR CHARITABLE EVENTS. If Instructor desires to organize or participate in a fundraising or charitable event for the sole purpose of raising funds or donations for a nonprofit organization or charitable cause preapproved by CLUBDANCE ("Fundraising or Charitable Event"), and represent CLUBDANCE at such event, Instructor must seek approval from CLUBDANCE by providing a written request to CLUBDANCE no less than five calendar days before the Fundraising or Charitable Event date. CLUBDANCE may, in its sole discretion, provide or withhold its approval to allow Instructor to represent CLUBDANCE at a Fundraising or Charitable Event. Within three calendar days following the Fundraising or Charitable Event, Instructor must provide to CLUBDANCE in writing the total amount of funds received at the Fundraising or Charitable Event and confirmation that such funds have been distributed to the appropriate nonprofit organization or charitable cause. Instructor must not misappropriate any funds received at a Fundraising or Charitable Event at which any CLUBDANCE Trademark or other CLUBDANCE IP is represented.

11. DISPARAGEMENT. Instructor must not make any unsavory remarks or comments or create any materials or content that CLUBDANCE determines, in its discretion, dilutes, disparages, or is detrimental to CLUBDANCE, the CLUBDANCE IP, the CLUBDANCE brand, or the goodwill associated therewith. Instructor agrees to promptly comply with any instructions from CLUBDANCE, including the removal, deletion, or withdrawal or such remarks, content, or materials. CLUBDANCE may, at its discretion, immediately terminate any Instructor who violates this provision.

12. REPRESENTATIONS AND WARRANTIES.

A. Instructor represents and warrants as follows:

- i. Instructor is not under any pre-existing obligation (including, without limitation, any noncompete or exclusive services agreement) inconsistent with the provisions of this Agreement;
- ii. Instructor is sufficiently physically fit and possesses the requisite skills, knowledge, and qualifications to lead the Classes and will use common sense, reasonable judgment, and professional experience in leading the Classes and interacting with class participants;
- iii. Instructor will only hold Classes in locations with the appropriate public performance music licenses;
- iv. Instructor will comply with all applicable copyright laws regarding the use of any and all copyrighted music; and
- v. Instructor will not take, use, or post any video of Classes anywhere, without the written consent of CLUBDANCE.

B. CLUBDANCE represents and warrants as follows:

- i. CLUBDANCE will provide the Instructor Training (unless cancelled by CLUBDANCE and the Instructor Training Fee refunded to Instructor); and
- ii. For Certified Instructors who have initiated payment of the Monthly Subscription Fee, CLUBDANCE will (a) provide access to the Choreography and Materials to Instructor on a monthly basis via the Instructor Portal, (b) use reasonable efforts to promote Instructor's Classes on the Website, and (c) be available to Instructor to help support choreography concerns and execution via email at clubdance@courthousefit.com.

13. LIMITATION OF LIABILITY. CLUBDANCE will not be liable to Instructor, or any third party, for any special, incidental, indirect, or consequential damages of any kind in connection with this Agreement, even if Instructor has been informed in advance of the possibility of such damages. CLUBDANCE's aggregated liability to Instructor for any damages arising out of or related to this Agreement, if any, exceed the fees paid hereunder during the 12-month period preceding the initial claim. The existence of one or more claims will not enlarge this limit.

14. DISCLAIMER. CLUBDANCE makes no representations or warranties, express or implied, with respect to CLUBDANCE, its services, Classes, training, or any

CLUBDANCE-related products, including warranties of fitness, merchantability, or non-infringement except those representations and warranties expressly provided herein. CLUBDANCE makes no representation that the operation of its Website or Portal will be uninterrupted or error-free.

15. ASSUMPTION OF RISK. Instructor understands and agrees that participation in Classes may involve inherent and unavoidable risks, including injury, paralysis, or even death. With complete awareness of such risks, Instructor assumes the risk of taking part in the Training and/or providing Classes. CLUBDANCE may not be safe or appropriate for everyone. Instructor is encouraged to seek medical advice before teaching Classes or if Instructor experiences any medical condition affecting Instructor's ability to teach Classes. CLUBDANCE assumes no responsibility for any consequence relating directly or indirectly from any action or inaction of Instructor. If Instructor is injured while teaching or participating in Classes, Instructor assumes any financial obligations for any medical costs Instructor may incur.

16. INDEMNIFICATION. Instructor will defend (at CLUBDANCE's option), indemnify, and hold harmless CLUBDANCE, its affiliates, and its and their officers, directors, employees, representatives, successors, and assigns, from and against all claims, damages, losses, and expenses (including costs and reasonable attorneys' fees), arising out of or resulting from (A) any action against CLUBDANCE based on any negligent act or omission or intentional misconduct of Instructor; or (B) Instructor's breach of any representation, warranty, or covenant contained in this Agreement.

17. TERM AND TERMINATION.

A. Term. The term of this Agreement will commence on the Effective Date and will continue until terminated as provided herein ("Term").

B. Termination by Instructor. In addition to termination rights provided elsewhere in this Agreement, Instructor may terminate this Agreement by providing 30 days' prior written notice to CLUBDANCE.

C. Termination by CLUBDANCE. In addition to termination rights provided elsewhere in this Agreement, CLUBDANCE may terminate this Agreement, with or without cause, at any time for any reason whatsoever.

D. Effect of Termination. Upon the effective date of termination: (i) CLUBDANCE will terminate Instructor's access to the Portal and will cease billing the Monthly Subscription Fee to Instructor's bank account within thirty (30) days; (ii) Instructor must cease to advertise as a Certified Instructor of CLUBDANCE and must immediately cease teaching Classes; (iii) Instructor must cease all use of the Choreography and other CLUBDANCE IP, and any rights granted herein will immediately revert to CLUBDANCE; and (iv) Instructor must promptly return to CLUBDANCE (or, at CLUBDANCE's option, certify the destruction of) all

CLUBDANCE Confidential Information and Materials in Instructor's possession, custody, or control, including all copies thereof.

18. QUALITY CONTROL. Instructor must maintain and adhere to the standards of quality in the instructional fitness services Instructor provides under the Trademarks and in connection with the Classes as Instructor has done in Instructor's past teaching practices and pursuant to CLUBDANCE's requirements for its Certified Instructors. CLUBDANCE has the right, upon reasonable advance notice, to observe, inspect, and approve the quality of Instructor's services offered under the Trademarks and in connection with the Classes, which approval will not be unreasonably withheld. Where such quality is not maintained, CLUBDANCE at its sole discretion may immediately terminate this Agreement.

19. NON-COMPETE. During the Term and for a period of one year thereafter, Instructor must not, directly or indirectly, whether alone or with any other person or entity do any of the following that would be considered to compete with CLUBDANCE:

- Form an entity or business substantially similar to CLUBDANCE;
- Provide subscription-based fitness instruction classes or choreography comparable to that offered by CLUBDANCE; or
- Provide any classes that are substantially similar to CLUBDANCE in format, formula, methods, and choreography.

Instructor will not violate this Section 19 if during the Term and for a period of one year thereafter, Instructor becomes certified as a personal trainer, teaches general fitness classes, or becomes a fitness instructor for an existing entity or business.

20. RELATIONSHIP BETWEEN THE PARTIES.

A. Relationship. The Parties' relationship is that of licensor and licensee. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, sales representative, independent contractor, or employment relationship between the Parties. CLUBDANCE does not and will not act in a fiduciary capacity with respect to Instructor. Instructor has no authority to make or accept any offers or representations on behalf of CLUBDANCE or to act for or bind CLUBDANCE in any manner. Instructor must not make any statement or take any action that may contradict the relationship set forth herein or confuse or mislead any person regarding the Parties' relationship.

B. Compensation. Instructor is not entitled to any compensation from CLUBDANCE.

21. USE OF INSTRUCTOR'S IMAGE.

A. Permission to Use Image. Instructor may participate in CLUBDANCE events, promotional content, advertising content, marketing content, photography sessions, video sessions, interviews, or other events in which Instructor's image may be captured or used for purposes of advertising, promotion, marketing, or other purposes CLUBDANCE determines. Instructor irrevocably grants to CLUBDANCE and its licensees, successors, assign, and heirs consent to use and full right and ownership of any image, video, voice, likeness, performance, and recordings (collectively, "Images or Recordings") of Instructor.

B. Ownership of Images or Recordings. Instructor acknowledges that CLUBDANCE owns all right, title, and interest in and to the Images or Recordings. Instructor authorizes CLUBDANCE to copyright, adapt, edit, translate, summarize, reproduce, perform, display, distribute, publish, license, sublicense, sell, broadcast, post, stream over the internet, and otherwise use and allow others to use any and all parts of the Images or Recordings, in perpetuity and without territorial or geographical restrictions, and in any manner or form of media at CLUBDANCE's sole discretion. Instructor agrees that he or she has no right, title, or interest in or to the Images or Recordings or to any work comprising or based on the Images or Recordings, in whole or in part.

22. GENERAL.

A. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. CLUBDANCE may assign this Agreement to a party controlling, controlled by, or in common control with CLUBDANCE or as part of the sale of all or substantially all of the assets of CLUBDANCE. This Agreement is binding upon and inures to the benefit of the respective heirs, representatives, successors, and permitted assigns, in accordance with the terms hereof.

B. Compliance with Laws. Instructor must comply with all applicable laws, regulations, and ordinances in the country, state, and locality in which Instructor teaches Classes and approved events. Instructor must obtain all necessary and appropriate government approvals pertaining to marketing, advertising, or providing Instructor's services, including any requirements for the instruction of children, if applicable.

C. Entire Agreement. This Agreement constitutes the complete and exclusive understanding and agreement between the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof.

D. Modification. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.

E. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

F. Notices. All notices, requests, approvals, and other communications to either Party must be in writing and delivered by email to the email address associated with Instructor's User Account, for Instructors, or to clubdance@courthousefit.com, for CLUBDANCE.

G. Survival. Any and all provisions in this Agreement that would reasonably be expected to be performed after the termination or expiration of this Agreement will survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership of materials, representations and warranties, indemnification, limitations of liability, effects of termination, and governing law.

H. Governing Law. This Agreement, and any and all claims that may arise in connection with this Agreement, are governed by and construed in accordance with the laws of the United States and the State of Oregon without regard to any conflict of laws principles. The Parties hereto agree that venue and jurisdiction with respect to any matter arising under this Agreement must be exclusively in the state or federal courts, as applicable, located in the State of Oregon. The Parties waive any challenge to personal jurisdiction or venue in those courts.

I. Attorney Fees. The prevailing Party will be entitled to reasonable attorney fees in the event of a breach or in successfully defending against a claim of a breach of this Agreement.

J. No Waiver. No express or implied waiver by either Party of any event of default hereunder should be construed as a waiver of any future or subsequent event of default.

K. Counterparts. This Agreement may be executed in two or more counterparts, each of which is considered an original, but all of which together constitute one and the same document. Signatures sent to the other Party by facsimile transmission, e-mail, or other means of electronic transmission is binding as evidence of acceptance of the terms hereof by the signatory Party.

IN WITNESS WHEREOF, the Parties have executed this Instructor License Agreement as of the Effective Date.

CLUBDANCE:

INSTRUCTOR:

By: Capitol Racquet Sports Inc

451 Division Street 200

Salem, OR 97301

| | |
|--------------------------------|---------------|
| Printed Name: Erin Sellers | Printed Name: |
| Signature: | Signature: |
| Title: CLUBDANCE Format Leader | |
| Date: | Date: |