

FIGHTFIT TRAINER LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into between FightFit Global, LLC (“FightFit”), and you (“Trainer”), and is effective as of Trainer’s date of signature on this Agreement (“New Trainer Effective Date”). FightFit and Trainer are referred to singularly as a “Party” and collectively as the “Parties.”

FightFit owns the FightFit IP (as that term is defined below) and uses the FightFit IP in connection with services in the field of fitness and exercise (“Services”). Trainer will complete an official FightFit Trainer trainer course and desires to become a Certified FightFit Trainer and make use of the FightFit IP. FightFit certification is open only to individuals; a business, organization, company or other entity, including a gym, cannot be a FightFit Trainer.

In consideration of the foregoing, the mutual promises set forth below, and Trainer’s membership to the FightFit program, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

1.1. Initial Term & Term. The initial term is for a period to be set by FightFit and shall begin from the New Trainer Effective Date. The Initial Term can be found on FightFit.com. Following the Initial Term, the Agreement automatically renews for indefinite successive one-year periods unless FightFit terminates the Agreement or Trainer cancels his/her membership pursuant to FightFit’s cancellation policy (“Term”).

1.2. FightFit Marks. Means certain word trademarks and/or service marks owned by FightFit, including FightFit®, as well as certain trademarked logos, such logos being attached as Exhibit A.

1.3. Marks. Means the FightFit Marks.

1.4. FightFit Copyrights. Means certain original literary, dramatic, musical, artistic and other works within the meaning of the U.S. Copyright Act and the Berne Convention used in association with the Marks. The FightFit Copyrights are valid, subsisting and in full force and effect.

1.5. FightFit IP. Means the Marks and FightFit Copyrights.

1.6. FightFit Related Parties. Means FightFit's affiliates, subsidiaries, related companies, employees, directors, officers, agents, vendors and suppliers.

2. Grant of License. Subject to the terms hereof, FightFit grants Trainer a limited, nonexclusive, nontransferable, revocable license, without warranty, (i) to use the FightFit Marks to promote and teach Trainer's FightFit classes and approved events.

2.1. Territory. The License and Specialty Mark License are not valid in any country to which the U.S. restricts trade or where exercising rights hereunder would violate any law, regulation or ordinance.

2.2. Affiliation. All uses of the FightFit IP must be made in accordance with this Agreement and cannot imply an affiliation with any third party, including an implied affiliation with any brand, organization or company, and/or with any individual not licensed hereunder. Where Trainer wishes to use the name, logo or marks of a third party in connection with the FightFit IP, Trainer must obtain FightFit's prior approval. Notwithstanding the foregoing, Trainer may use the business name, trade name and/or trademark of a gym or facility where a FightFit class or approved event is being held, so long as such use is subordinate to the Marks and the use is permitted by the gym or facility.

2.3. Disparagement. Trainer must not make any unsavory remarks or comments and/or create any materials or content that FightFit determines, in its discretion, dilutes, disparages, or is detrimental to the FightFit IP, the FightFit brand or the goodwill associated therewith. Trainer agrees to promptly comply with any instructions from FightFit, including the removal, deletion or withdrawal of such remarks, content or materials.

2.4. Ownership of the FightFit IP. FightFit owns all right, title and interest in the FightFit IP and Trainer must not take any action inconsistent with FightFit's ownership thereof. Trainer's use of the FightFit IP inures to the sole benefit of and is on behalf of FightFit. In that regard, FightFit shall own all live performance copyright rights in and to any FightFit classes or events taught by Trainer, including any copyright rights in the filming, recording, streaming, uploading or reproduction of such classes or events. Nothing in this Agreement gives Trainer any right, title or interest in the FightFit IP other than the right to use the FightFit IP as permitted herein. Trainer must not contest FightFit's ownership of the FightFit IP, the validity or enforceability of the FightFit IP, or the validity of this Agreement. Trainer must not register or attempt to register any trademark, service mark, logo, copyright, trade name or business name that incorporates "FightFit" or the Marks, or any derivations thereof, nor can Trainer assist any party in doing so.

3. Fee. Trainer must pay FightFit a subscription fee in an amount to be set by FightFit ("Fee"), during the Initial Term and Term. The Fee is subject to change at FightFit's discretion. FightFit 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(s). Trainer agrees to accept notice of any changes by way of the changes posted on FightFit.com or Affiliates.FightFit.com or Trainers.FightFit.com. Trainer's failure to make timely payments due hereunder is a material breach permitting FightFit to terminate this Agreement.

3.1. Third Party Payments. FightFit accepts payments of the Fee from third parties (e.g., gyms). It is Trainer's responsibility to ensure that the Fee is timely paid, regardless of whether the Fee is paid by Trainer or a third party. A third party paying the Fee may, at any time, contact FightFit to cancel payment of the Fee. In the event the third party cancels payment, it is the responsibility of Trainer to ensure that any current and future Fees are timely paid. FightFit will make a reasonable attempt to inform Trainer of a third party's cancellation of payment. FightFit is not responsible for any loss or damage, including termination of this Agreement, suffered by Trainer as a result of non-payment of the Fee.

3.2. Third Party Use of FightFit Materials. This Agreement is between the Parties, regardless of whether the Fee is paid by Trainer or a third party. All FightFit materials

distributed to Trainer are the property of FightFit and Trainer. Any other use or distribution of such materials is prohibited, including the use of such materials by a party who pays Trainer's Fee. Notwithstanding the foregoing, gyms and other facilities hosting Trainer's FightFit classes or approved events may use marketing materials made available to such parties by FightFit.

3.3. Third Party IP Rights. Trainer must not include third party intellectual property rights in materials promoting Trainer's FightFit classes or approved events without FightFit's prior approval. However, use of the name of a gym or facility where FightFit classes or approved events are being held is permitted if subordinate to the Marks and the use is permitted by the gym or facility.

4. Proper Use of the Marks. Trainer must (i) use the Marks only in the forms shown in Exhibits A and on Affiliates.FightFit.com and Trainers.FightFit.com, including adhering to the colors, fonts, stylization, proportionality and other elements of the Marks; (ii) follow FightFit's brand use guidelines; (iii) use the appropriate trademark symbol (® or ™) with each use of a Mark; (iv) follow all instructions, requests and/or demands made by FightFit concerning Trainer's use of the FightFit IP; and (v) use its best efforts to use the current versions of the Marks as provided by FightFit.

4.1. Under License Language. Trainer must use the following "used under license" language on all materials, printed or electronic, which bear the Marks:

FightFit®, and the FightFit Fitness logos are trademarks of FightFit Global, LLC, used under license.

4.2. Quality Standards. The nature and quality of Trainer's marketing and services using the Marks must conform to the standards set by FightFit (i) in the Trainer training courses and materials; (ii) at FightFit.com/Affiliates.FightFit.com/Traines.FightFit.com; (iii) in FightFit's brand use guidelines; and (iv) in this Agreement. Trainer must cooperate with FightFit in facilitating FightFit's control over the nature and quality of Trainer's marketing and services, to permit observation of Trainer's FightFit classes or approved events, to promptly comply with all instructions from FightFit, and to supply FightFit with evidence confirming compliance with this Agreement.

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

4.4. Promotional materials. Trainer may use the Marks on flyers, posters, emails and other printed materials whose sole purpose is to promote Trainer's FightFit classes or approved events. Such materials must include the "used under license" language.

4.5. Email addresses. Trainer may use "FightFit" or one or more of the FightFit Specialty Marks, for which Trainer is licensed, as part of Trainer's email address so long as Trainer uses such address solely for the promotion of Trainer's FightFit classes and approved, related FightFit activities.

4.6. Domain Names. Trainer may use "FightFit" or one of the FightFit Specialty Marks, for which Trainer is licensed, as part of Trainer's domain name for a website promoting only Trainer's FightFit classes, approved events and related, but subordinate, FightFit apparel and accessory sales (e.g., FightFitbyAlice.com is acceptable for a Trainer named "Alice" licensed to teach FightFit classes and whose website promotes only her FightFit classes, approved events and related FightFit activities). Trainer may not register a domain name containing the other Marks. Registration and/or use of a domain name must adhere to the terms of this Agreement, including the following:

(a) Competing Services/Goods. Under a domain name containing the FightFit mark, Trainer must not sell, offer for sale, advertise or promote any services or goods except Trainer's FightFit classes, approved events and related, authorized FightFit goods and activities.

(b) Transfer of Domain Name. In the event FightFit determines it needs or desires to own a domain name registered or operated by Trainer incorporating the Marks, Trainer must, at FightFit's request, immediately transfer such domain name to FightFit. FightFit may reimburse Trainer for reasonable and documented out-of-pocket costs that Trainer paid to register the domain. FightFit will not reimburse Trainer for any costs incurred in

designing Trainer's website, creating marketing materials, or any other costs incurred in connection with the domain name.

(c) FightFit Member Identification. Trainer must be identified in the Whois listing as the Registrant of a domain name used by Trainer containing the Marks. Trainer must include his/her Trainer number or profile link in the domain name registration information. Trainer must not use a privacy protection service in connection with the registration of a domain name.

(d) Domain Name Containing Country Name. A Trainer wishing to register or use a domain name containing "FightFit" and the name of a country (e.g., FightFitaustralia.com or FightFit-brazil.co.br) must obtain FightFit's approval in advance of such registration.

4.7. Internet Uses. Trainer may use the Marks on a website, including blogs and social media sites, where Trainer uses the Marks to promote Trainer's FightFit classes and approved events in accordance with this Agreement and under the following guidelines:

(a) Trademark Notice. Trainer must include the "used under license" language on the home page of Trainer's website, which must reference all Marks used on the site.

(b) Link to FightFit.com. Trainer must include a prominent hyperlink on the home page to FightFit.com.

(c) Ownership. Trainer must identify his/her self as the owner of Trainer's Site by indicating his/her legal name on the home page. In addition, Trainer must post the following link on the homepage to his/her FightFit profile: This site is owned and operated by [insert name], a licensed FightFit Trainer. See my FightFit profile at: [insert link].

(d) Adwords/Keywords. Trainer must not use any Marks as AdWords, paid search, keywords or otherwise for search engine optimization and/or for creating "sponsored links".

(e) Social Media Titles. Trainer must include his/her name in the title of any social media page(s) incorporating the Marks. In the case of group pages, all Trainers must be FightFit Certified Trainers and must be identified on the page. This Section applies to social media pages created and/or used for events.

4.8. Radio, Television and News Coverage. Trainer must not use the Marks on radio or television without FightFit's prior approval. Trainer may promote Trainer's FightFit classes or approved events through live or print news coverage, or through mainstream news organizations or print publishers. In the event of such promotion, Trainer must inform the news organization or publisher of FightFit's brand use guidelines. With respect to live news coverage, such coverage must not include more than ten minutes of a FightFit class, approved event or FightFit exercise routine without FightFit's prior approval. In the event Trainer is aware of the coverage, Trainer must notify FightFit by email to info@FightFit.com. In the event Trainer is not aware of the coverage in advance, Trainer must promptly notify FightFit after the coverage and, when possible, provide a copy of the article or footage.

4.9. Sale of Genuine FightFit Products. Trainer may use the Marks in connection with the resale of genuine FightFit products purchased from FightFit or an authorized distributor, so long as such sales are subordinate to Trainer's FightFit classes or approved events. Trainer may resell original FightFit products on online trade boards, provided Trainer identifies him/herself in such listings. Except as may be provided for in a separate agreement, Trainer may not sell FightFit products outside of the territory where those products were purchased (e.g., products purchased in the U.S. must be resold in the U.S. and not sold outside the U.S.).

4.10. Charitable Fund Raising Services/Other Events. With FightFit's prior approval, Trainer may conduct FightFit classes or events in connection with fund raising activities for charitable or other worthy causes. Such events can be identified under the name FightFit® Class Fundraiser,

4.11. Trade Shows/College Classes. With FightFit's prior approval, Trainer may conduct FightFit classes at trade shows and in classes for college credit. An approval request must be submitted fourteen days in advance through FightFit.com. Whenever Trainer participates in or conducts such trade shows or classes, Trainer's name must be

listed in any promotional materials. Trainer must not participate in any class using the Marks if any other class-teaching participant is not a FightFit Certified Trainer.

5. Restricted Use of the Marks & FightFit IP. FightFit may use, or license others to use, the FightFit IP in connection with various goods and services. Trainer must not use the FightFit IP for purposes of promoting any workshop, training, instruction, choreography session, or other activity except Trainer's own FightFit classes or approved events. Trainer must not use any FightFit IP to identify a gym, workout facility, business or trade name, or any other facility, program or product, except as authorized herein, without FightFit's prior approval. FightFit reserves the right to remove any content posted on the Internet and/or used by Trainer that violates FightFit's rights in the FightFit IP.

5.1. Never Modify the Marks. Trainer must use the Marks in accordance with the terms of this Agreement and refrain from modifying the Marks (e.g., Trainer must not (i) refer to a class as, for example, "FightFit Core", "FightFit Glutes" or "FightFit Warrior"; or (ii) change the spelling of the Marks, such as, for example, using the phrases "FightFitrific" or "FightFit-mania").

5.2. Never Use the Marks in Business or Trade Names. Trainer must not use the Marks in the name of a business or trade name including, for example, "FightFit Club", "FightFit Studio", or "FightFit Fitness Center."

5.3. Never Use the Marks as Verbs or Nouns. Trainer must not use the Marks as nouns or verbs including, for example, "I Love to FightFit", "Once you FightFit, you'll be hooked" or "My gym offers FightFit". Trainer must always use the Marks as adjectives including, for example, "I Love the FightFit® program", "Once you attend a FightFit® class, you'll be hooked" or "My gym offers FightFit® classes."

5.4. Never Use the Marks as Titles to Newsletters or Publications. Trainer must not use the Marks, in whole or in part, as titles to print or digital newsletters or publications.

5.5. Merchandise. Trainer must not manufacture, create, offer for sale, sell or distribute any merchandise, including apparel, accessories, CDs, DVDs or promotional items, bearing the FightFit IP or any names, designs or logos similar to the Marks.

Notwithstanding the foregoing, Trainer may modify or repurpose official FightFit products for Trainer's personal use. Modification and repurposing includes, for example, cutting or altering an official FightFit product from its intended use and form into a different use or form. Permitted modification and repurposing expressly excludes the application or combination of any FightFit product or portion thereof, whether bearing the Marks or not, to any other non-FightFit merchandise or products. Trainer must not offer for sale, sell, or distribute modified or repurposed FightFit products.

5.6. FightFit Materials. Trainer must not copy, duplicate, sell, distribute, upload, stream or otherwise disseminate any FightFit materials, such as handbooks, workouts, or their contents; or videos;. Trainer must not play or publicly perform any FightFit video, including of Trainer's own classes. In the event of termination or cancellation of this Agreement, Trainer must retain Trainer's materials, destroy them or return them to FightFit.

5.7. Videos/Recording/Streaming. Trainer must not film, record, stream live video, create DVDs or reproduce in any manner FightFit classes, or otherwise imitate FightFit workouts. FightFit videos are fully protected under U.S. copyright laws, and any unauthorized duplication, exhibition, distribution or use without FightFit's prior approval is prohibited.

5.8. Mobile Applications. Trainer must not use the FightFit IP in connection with a mobile application, including in the title, icon and content of the application.

5.9. Program Names. Trainer may only use the program names for which Trainer is licensed to teach. Trainer must not alter the FightFit program names or create his/her own program names (e.g., MMA FightFit®).

6. Termination. FightFit may immediately terminate this Agreement and Trainer's membership at any time, with or without cause, by giving Trainer written notice. Upon termination without cause, any Fee paid but not used will be returned to Trainer.

6.1. For Cause. FightFit has the right to terminate this Agreement upon written notice in the event Trainer breaches this Agreement or as a result of any action or conduct by Trainer that FightFit deems detrimental to the FightFit IP, the FightFit brand or the

goodwill associated therewith. FightFit may, in its discretion, provide Trainer with an opportunity to cure any breach prior to termination. Upon termination for cause, any Fee paid but not used will not be returned to Trainer.

6.2. Effect of Termination. Upon termination, Trainer must immediately (i) discontinue use of the FightFit IP, including in any websites or email addresses used by Trainer; (ii) comply with this Agreement concerning FightFit materials; and (iii) transfer all domain names incorporating the Marks to FightFit. All rights in the FightFit IP and the goodwill associated therewith remain the exclusive property of FightFit.

7. Cancellation by Trainer. Trainer may cancel this Agreement at any time after the Initial Term subject to the terms, conditions and processes set forth by FightFit.

8. Third-Party Infringement. Trainer must promptly notify FightFit of any unauthorized use of the FightFit IP by a third party for which Trainer becomes aware. FightFit has the sole right and discretion to take action, including bringing action involving the FightFit IP and retaining the proceeds of any settlement or recovery in such action. Trainer agrees to cooperate with FightFit in enforcing and protecting the FightFit IP.

9. Interpretation & Enforcement. This Agreement will be construed in accordance with the laws of the U.S. and the State of Florida. Any legal action arising from or relating to this Agreement must be brought in a state or federal court located in Duval County, Florida. The Parties waive any challenge to personal jurisdiction or venue in those courts. The prevailing Party in any such action is entitled to recover its attorneys' fees and costs. The Parties expressly waive the right to a jury trial in any action relating to this Agreement. Any judgment by a court under this Section is fully enforceable in Trainer's country of residence.

10. Acceptance of and Modifications to Agreement. Payment of the Fee pursuant to this Agreement and/or completing the click-through process required to accept this Agreement shall be effective as an original signature and constitutes Trainer's acceptance to the terms hereof. Trainer acknowledges that he/she has read and understands this Agreement in its entirety and that this Agreement may be modified at FightFit's discretion. Such changes may be effected by FightFit's posting of a change notice or new agreement on FightFit.com. Such modified terms are deemed

incorporated herein and made part hereof. FightFit will make commercially reasonable efforts to notify Trainer of all modifications prior to implementation. The enforceability of such changes is not contingent upon actual notification, provided that FightFit has posted the changes on FightFit.com. In the event Trainer does not agree to abide by the terms of the Agreement, as modified, Trainer's sole remedy is to terminate this Agreement. Trainer must monitor FightFit.com for changes to this Agreement.

11. Parties' Relationship. The Parties' relationship is that of licensor and licensee. Nothing herein shall be construed as creating any partnership, joint venture, agency, franchise, sales representative or employment relationship between the Parties, nor shall FightFit be deemed to be acting in a fiduciary capacity with respect to Trainer. Trainer has no authority to make or accept any offers or representations on behalf of FightFit or to act for or bind FightFit in any manner. Trainer must not make statements or take actions that may contradict the relationship set forth herein or confuse or mislead any person regarding the nature of the Parties' relationship.

12. Disclaimer & Limitation of Liability. FightFit makes no representations or warranties, express or implied, with respect to the FightFit Services, or any FightFit-related products, including warranties of fitness, merchantability or non-infringement. Under no circumstances, or legal or equitable theory, whether in tort, contract, strict liability or otherwise, will FightFit or the FightFit Related Parties be liable to Trainer or any other person for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with this Agreement, including damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if an authorized representative of FightFit has been advised of or should have known of the possibility of such damages. FightFit makes no representation that the operation of FightFit's website(s) will be uninterrupted or error-free. FightFit is not liable for the consequences of any interruptions or errors, although FightFit will make commercially reasonable efforts to correct errors or interruptions. In no event will FightFit be liable for any damages in excess of the Fees paid by Trainer during the six-month period preceding the date on which a claim arises.

13. Indemnification. Trainer agrees to indemnify, defend and hold harmless FightFit and the FightFit Related Parties from any and all losses, liabilities, damages and

expenses (including attorneys' fees and costs) as a result of any claims, demands, actions or other proceedings made or instituted by a third party which arises out of any (i) criminal and/or negligent acts of Trainer; (ii) breach by Trainer of this Agreement; or (iii) other act or omission of Trainer.

14. Nature of Services. FightFit classes or events may not be safe or appropriate for everyone. Any information FightFit may provide to Trainer through a FightFit training, in FightFit materials, or on FightFit's website(s) regarding health and fitness is intended solely as educational aids and are not substitutes for medical advice. Trainer is encouraged to seek medical advice before providing the Services, or if Trainer experiences any medical condition affecting Trainer's ability to provide the Services. Trainer must ensure that he/she complies with all applicable laws, regulations and ordinances governing the instruction of children in the country, state and locality where Trainer teaches. FightFit and the FightFit Related Parties assume no responsibility for any consequence relating directly or indirectly from any action or inaction of Trainer based on the information, services, or other material provided by FightFit. While FightFit strives to provide complete, up-to-date and accurate information on its website(s) and in other materials, FightFit and the FightFit Related Parties do not guarantee, and will not be responsible or liable for, any damage or loss related to the accuracy, completeness, or timeliness of such information. Trainer releases from liability, and holds harmless FightFit and the FightFit Related Parties for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by any person arising or resulting from Trainer's provision of the Services. If Trainer is injured providing the Services, Trainer assumes any financial obligations for any medical costs Trainer may incur. FightFit assumes no responsibility for any medical expenses, injury, or damages suffered by Trainer, or Trainer's students, in connection with the provision of the Services.

15. Notices. Any notice, request, demand or other communication given hereunder may be given to a Party at the addresses set forth below. Any notice or request hereunder must be given by registered or certified mail, return receipt requested; courier; or, e-mail.

If to FightFit: FightFit Global, LLC, 3948 3rd St, Suite 25, Jacksonville Beach, FL, 32250: info@FightFit.com

If to Trainer: To the email address on Trainer's registration or on his/her profile page.

16. No Waiver & Reservation of Rights. FightFit's failure to enforce a provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or other provisions hereof. FightFit reserves all rights not granted herein. To submit questions regarding this Agreement please visit the Contact Us page on FightFit.com.

TRAINER NAME

TRAINER SIGNATURE

DATE

EXHIBIT A

FIGHTFIT[®]
— FITNESS —

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