

Jungshin Fitness Course License Agreement

This Jungshin Fitness Course License Agreement (the "Agreement") is entered into by and between the undersigned (referred to herein as "you") and Jungshin Fitness, LLC ("Jungshin"), effective as of 1/2020, (the "Effective Date").

Recital

WHEREAS, Jungshin is the creator of an innovative fitness system called "Jungshin Fitness";

WHEREAS Jungshin provides a comprehensive teacher training program to individuals interested in teaching Jungshin Fitness classes;

WHEREAS, you have successfully completed the Jungshin Fitness Level 1 teacher training program (the "Initial Certification") and have received, or anticipate receiving, a certificate documenting such completion (the "Certificate"); and

WHEREAS, you desire to provide Jungshin Fitness instruction and to use the Jungshin intellectual property detailed in this Agreement in connection with the provision of that instruction and Jungshin is willing to license such rights to you on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. License.

a. Jungshin hereby grants to you, and you hereby accept, a non-exclusive, personal, non-transferable, limited license to provide Jungshin Fitness Instruction (the "Licensed Services") and to use the Jungshin Fitness trademarks, service marks, logos and designs identified on Schedule A attached hereto (collectively, the "Jungshin Trademarks"), and the marketing materials or other promotional materials provided by Jungshin (the Jungshin Trademarks and marketing materials, collectively, referred to as the "Jungshin Licensed Intellectual Property"), solely for the purpose of your marketing, promoting and providing of the Licensed Services to third parties during the term of this Agreement pursuant to the terms herein.

b. Territory. (in-person classes) This license permits you to conduct in-person Jungshin classes at physical locations in *[Insert State e.g. "Ohio" or "California"]* (the "Territory") plus in other locations permitted if you have acquired an Expanded License under subsection 1c. Jungshin must approve any additional territory in advance, in its sole discretion.

c. Territory (online classes) This license covers the following options for offering online Jungshin classes:

[] General License: You are certified to teach online courses to persons residing in the Territory. Only those students who have previously attended in-person classes you have offered at a physical location in the Territory and new students who reside in the Territory will be eligible to participate in those classes. All students participating in the Online classes must be registered in the Jungshin global student database.

[] Expanded License. You are certified to teach online courses to persons residing in the Territory and in a maximum of two states adjoining the Territory (the “Expanded Territory”). Only those students who have previously attended in-person classes you have offered at a physical location in the Expanded Territory and new students who reside in the Expanded Territory will be eligible to participate in those classes. All students participating in the Online classes must be registered in the Jungshin global student database.

d. Permissible Uses. This Agreement permits you to identify yourself as a Jungshin Fitness instructor, to teach Jungshin Fitness classes in a live setting, to use the name JUNGSHIN FITNESS in your class title, and to promote yourself and your classes using the Jungshin Licensed Intellectual Property, all within the designated Territory (for a General License) or Expanded Territory (for an Expanded License) during the term and pursuant to this Agreement.

e. Restrictions on License. You are not permitted to teach others to become Jungshin Fitness teachers, to sublicense or transfer this license or your Jungshin Fitness certification to any other person or to use the Jungshin Licensed Intellectual Property for any purpose other than as permitted in Section 1(a) through (c).

f. No Reproductions. You shall not reproduce any Jungshin Licensed Intellectual Property other than as permitted in Section 1(a) through (c). For clarification purposes and as one example only, you are not permitted to videotape, post on a social media site or internet video platform (such as YouTube), or otherwise capture electronically, a Jungshin Fitness class taught by you (or any other teacher) (other than as required for certification approval) or to sell or place on a public social media site without consent from Jungshin Fitness: the electronic version either in tangible form (i.e. DVD) or as a download or other electric transfer (i.e. via downloadable media form from the internet) other than by making videos of a maximum of 30 seconds to promote the Jungshin classes you are offering.

2. License Fee: You will pay Jungshin the amounts in the fee schedule attached to this Agreement as Schedule B.

a. Initial Fee: The initial license fee is included in the fee paid by you for the Certification.

b. Renewal Term License Fee: License renewal fees are included as part of any annual certification renewal fee paid under the Contract for Certification.

c. Fees: To keep up your certification you must, a) renew annually by paying the annual renewal fee specified in Exhibit B in person or, b) sign up for the instructor portal and pay the recurring monthly fee in Exhibit B. This monthly option keeps your certification valid indefinitely and gives you 50% off all master training courses and 20% off all instructor pricing for products. Jungshin reserves the right to make changes in the fees at any time upon 60 days advance notice.

3. Ownership. You acknowledge that you have no interest in the Jungshin Trademarks or Jungshin Licensed Intellectual Property other than through the license granted in this Agreement and that Jungshin shall retain all right, title and interest in and to the Jungshin Trademarks and Jungshin Licensed Intellectual Property worldwide, subject to the license granted to you herein. All goodwill with respect to the Jungshin Trademarks shall accrue for the sole benefit of Jungshin. You agree that you will not contest, oppose, challenge or do anything to impair Jungshin's ownership of or rights in the Jungshin Trademarks or assist any third party to contest, oppose, challenge, or do anything to impair Jungshin's ownership of or rights in the Jungshin Trademarks. You agree that you will not use, seek registration of or assist any party to use or seek registration of any mark constituting or confusingly similar to the Jungshin Trademarks.

4. Quality Control.

a. You agree to utilize the Jungshin Trademarks and the Jungshin Licensed Intellectual Property solely in connection with the Licensed Services and pursuant to the Jungshin teacher training you have obtained, the Jungshin Fitness license requirements set forth on Schedule C attached hereto (the "License Requirements"), all other guidelines provided from time to time by Jungshin, and the terms of this Agreement.

b. You agree to not use the Jungshin Trademarks either alone or in connection with any other trade names, trademarks, service marks or logos that: (i) violate any applicable statute or regulation; (ii) knowingly impair the validity or enforceability of the Jungshin Trademarks; or (iii) knowingly impair the reputation or goodwill of the business with which the Jungshin Trademarks are used.

c. You shall use the Jungshin Trademarks only in the forms approved by Jungshin and shall include, where appropriate, the designations ® and ™, as specified by Jungshin, a statement that the relevant mark is the trademark of Jungshin, and other proprietary notices as reasonably required by Jungshin from time to time.

d. Jungshin shall have a prior right of approval of any marketing materials you create in connection with the Licensed Services, which shall not be unreasonably withheld.

5. Term. The term of this Agreement is, a) one year from the Effective Date, or, b) indefinite with registration to instructor portal no later than 1 week post training date. This 1 year in person or indefinite w/ instructor portal must be decided upon at the end of your training program. To be entitled to a renewal one to two year term, you must (a) request in writing a renewal of this Agreement no less than sixty (60) days prior to expiration of the initial term, or any renewal term, as applicable, (b) certify that you are in compliance with all of the License Requirements and provide evidence of such as reasonably required by Jungshin, and (c) pay the then applicable renewal fee under Section 2. The requirements of renewal are intended to assist Jungshin in maintaining the current standards and quality of teaching associated with the Jungshin Licensed Intellectual Property and to enable you maintain a high level of expertise and proficiency.

6. Termination. This Agreement will automatically terminate on the one-year anniversary of the Effective Date, unless a renewal term is agreed upon and all requirements set forth in Section 5, above are met prior to such date. If this Agreement is successfully renewed, then this Agreement will then automatically terminate on the one-year anniversary of such renewal term, unless an additional renewal term is requested and all requirements are met prior to such date. In the event of any termination of this Agreement, you agree to immediately discontinue all use of the Jungshin Trademarks and Jungshin Licensed Intellectual Property in connection with your activities and in and in connection with any and all advertising, marketing and promotional materials and shall cease to identify yourself as a certified Jungshin Fitness instructor or otherwise as connected with or a representative of Jungshin Fitness. Notwithstanding the foregoing provisions of this Section, Jungshin has the right to immediately terminate this Agreement upon a breach of this Agreement by you, which breach is not cured within 15 days of written notice to you of such breach.

7. Independent Contractor.

a. You acknowledge and agree that you are an independent contractor and not an employee, partner, or agent of Jungshin, and nothing in this Agreement creates any joint venture, partnership or other relationship other than that of licensor and licensee. As an independent contractor, you will make the decisions regarding your business activities, and will be responsible for setting up your own schedule, rates, terms, and agreements.

b. As an independent contractor you are fully responsible for and required to pay, any and all federal, state and local income taxes, self-employment taxes, and all other taxes, liability insurance of any kind, and other insurance related to your efforts as an independent contractor. Additionally, you are responsible for any expenses incurred or associated with your activities.

8. Disclaimer. You acknowledge that Jungshin has not represented or guaranteed that you will be able to profit from your activities as a Jungshin Fitness teacher, or any

particular amount of revenue that you can or will achieve by offering Jungshin Fitness classes.

9. Limited Warranty. Jungshin represents and warrants that it is the owner of the Licensed Jungshin Intellectual Property and has the right to grant you the limited license being granted pursuant to the terms and conditions of this Agreement. There are no other warranties, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

10. Confidentiality and Non-Compete Covenant.

a. You acknowledge that Jungshin has gone to great effort and expense to develop and design the Jungshin Fitness workouts, teacher training classes, training methods and marketing strategies associated with Jungshin. You further acknowledge that the information associated with the practices, workouts, training methods, marketing strategies, and business processes are proprietary, trade secret information of Jungshin ("Confidential Information").

b. You agree not to use any Confidential Information disclosed to you for any purpose other than to offer and provide the Licensed Services. You shall not disclose or permit the disclosure of any Confidential Information to third parties. You agree that you shall take all precautions in order to prevent the Confidential Information from falling into the public domain or the possession of unauthorized third parties. Such measures shall include, but not be limited to, the highest degree of care that you utilize to protect your own confidential information of a similar nature, which shall be no less than reasonable care.

c. The foregoing provisions of this Section 10 shall not apply to any information which: (a) was already known to you when such information was received from Jungshin; (b) was already available to the general public at the time of such receipt; (c) subsequently becomes known to the general public through no fault or yours; (d) is subsequently disclosed by a third party which has the bona fide right to make such disclosure; or (e) is required to be disclosed by law.

d. During the term of this Agreement, you agree not to teach or market, or cause to be marketed any fitness class/program that is substantially similar to the Licensed Services.

e. Damages resulting from breach of the terms hereof may be difficult to measure accurately, and injuries sustained by Jungshin from any such breach may be difficult to calculate and remedy. You acknowledge and agree that Jungshin may be entitled to injunctive relief and specific performance of the covenants contained in this Section in addition to any other remedy to which Jungshin may be entitled by law or in equity (including, but not limited to damages).

11. Insurance. You agree to obtain and maintain adequate liability insurance for yourself and your business if your club does not cover you.

12. Indemnification. You shall indemnify and hold harmless Jungshin, and its owners, managers, officers, employees, agents and affiliates, from any and all claims, causes of action, losses, damages, or expenses, including reasonable attorneys' fees and costs, incurred by such party arising out of, relating to, or in connection with, your (i) actions, errors or omissions in marketing, offering or providing of the Licensed Services, or (ii) breach of any provision of this Agreement.

13. Exclusion and Limitation of Damages. Each party agrees that neither party shall be liable for incidental, special nor consequential damages based upon the use of the Jungshin Intellectual Property by you or the distribution, marketing, and providing of the Jungshin Intellectual Property, even if one party has been notified of the possibilities of such damages. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Jungshin's liability to you exceed the total amount of money paid by you for the teacher training classes and license fees. The parties hereby acknowledge that the other portions of this Agreement have been made in reliance upon inclusion of this Section 13.

14. Certification. You acknowledge and agree that you have successfully completed the Jungshin teacher training course and have received, or anticipate receiving following approval of your teaching video as set forth in Schedule C, a Certificate. You acknowledge that some fitness facilities may require you to have a general group exercise certification or other qualifications prior to permitting you to teach a Jungshin Fitness class. It is your responsibility to determine the qualifications and/or certifications necessary to teach classes in the facilities or locations you choose.

15. Miscellaneous Provisions:

a. Entire Agreement and Severability Provisions. This Agreement constitutes the entire understanding and agreement between Jungshin and you and supersedes any and all prior and contemporaneous oral or written communications relating to the subject matter hereof, all of which are merged herein. This Agreement can only be modified, amended, or altered by an instrument in writing, mutually signed by the parties hereto. Such amendment shall be binding with or without any additional consideration. If any provision of this Agreement is held unenforceable, said holding shall not be deemed to impair the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

b. Waiver. No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except pursuant to written instrument signed by the party or parties waiving compliance; and such waiver shall be effective only in the specific instance and for the specific purpose stated.

c. No Third-Party Beneficiaries. It is not the intention of this Agreement or the parties hereto to confer a third party beneficiary right of action upon any person or entity whatsoever.

d. Governing Law and Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to the conflicts of laws principles thereof. The prevailing party in any action or proceeding between the parties arising out of or related to this Agreement shall be entitled to recover its reasonable attorney's fees and costs incurred in connection therewith

e. Survival of Certain Provisions. The provisions of Sections 3, 6, 7, 8, 9, 10, 11, 12, 13 and 15 hereof shall survive termination of this Agreement for any reason or no reason, and shall remain enforceable.

f. Notices. All notices, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) the day delivered, if delivered personally, (ii) the next business day if sent by nationally recognized overnight carrier, or (iii) three days after deposit in the mail, if mailed by certified mail, postage prepaid, return receipt requested, all as set forth below. Each party's address for notices shall be as set forth on the signature page attached hereto. Any party may change the address to be used by providing notice to the other party in accordance with the methods set forth in this Section.

g. Assignment. Each of this Agreement and the Certificate is personal to you, and you may not sell, transfer or assign this Agreement, the Certificate or the rights or obligations hereunder or thereunder, and any attempted assignment shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

JUNGSHIN FITNESS, LLC,
a California limited Liability Company

Annika Kahn

Annika Kahn, Founder and President

Jungshin Fitness

730 Gonzales Dr.

San Francisco, CA. 94132

INSTRUCTOR

Name: _____

Signature: _____

Address: _____

Phone: _____

Email: _____

Schedule A

List of Trademarks

JUNGSHIN

JUNGSHIN FITNESS



Logos:



Focused Mind Fitness™

Schedule B

Fees

Initial License Fee: \$[If Expanded Certification Option is Selected) : \$1000

Annual Renewal Fee (If Annual Renewal Option is Selected): \$429.00 per year

Recurring Monthly Fee (If Monthly Fee Option is Selected): \$29.97 per month

Schedule C

Jungshin Fitness License Requirements

Licensee must:

- Be at least 15 years of age-unless you are teaching Kid's Programming and summer camps
- It is preferable to hold a CPR certification.
- **Within 2 months following** Effective Date, obtain written approval of Jungshin (which may be withheld in Jungshin's reasonable discretion) of your Jungshin Fitness instruction, via an instructional video of you teaching a Jungshin Fitness class.
- **Submit a written test within 3 weeks** following effective date of training. This test may be done online.
- **Fulfill at least 10 apprenticeship hours** [either by attending other Jungshin Fitness classes and/or doing the Athletic Flow DVD workout] in the first 3 months following the Effective Date.
- Complete an additional Jungshin Fitness training workshop/seminar within one year of Effective Date of the License Agreement –this may be an on-line training (being a member of the Instructor Portal fulfills this requirement)
- Attend a Jungshin Fitness refresher workshop every two years. (no cost to you)
- Use Jungshin Fitness engraved swords for all classes.
- Obtain prior approval in advance by Jungshin or its represented company in Europe in its sole discretion of all teaching locations.
- Maintain current personal contact information and emergency information with Jungshin Fitness.
- Attend scheduled Jungshin Fitness instructor meetings either in person or via phone/SKYPE conference.
- Prepare for each class session prior to class, making certain all music and curricula are the most updated [Music is provided by instructor and recommended by Jungshin, curricula are provided by Jungshin on instructor portal]
- Recommended dress code:
Jungshin Fitness instructor shirt
- Follow contents of level 1 (Athletic Flow) curricula
- Suggested: use <https://www.facebook.com/JungshinFitness> to post your classes, results, and news. Follow Jungshin on Instagram: <https://instagram.com/jungshinfitness/>, Tag, <https://www.facebook.com/annika.kahn>, Skype: Annika.Kahn, Phone: 888.437.9314

Thank you!