

CIRCL MOBILITY™
Release. Restore. Renew.



CIRCL
MOBILITY™

INSTRUCTOR LICENSE

Kinga Tomaszewicz

OFFICIAL CIRCL MOBILITY™ INSTRUCTOR

May 14, 2023

DATE

Alberto Perlman, CEO

This document certifies that the above named person has successfully participated in and completed an official CIRCL MOBILITY™ Instructor Licensing Program Session and is authorized to offer CIRCL MOBILITY™ classes for up to six (6) months from the date hereof, subject to the terms and conditions set forth on the reverse side of this Certificate, or for so long as instructor is a member in good standing of the CIRCL MOBILITY™ Instructor Network.

Visit circlmobility.com/instructor to verify that the Instructor's license is current and valid.

SIX-MONTH LIMITED TRADEMARK LICENSE AGREEMENT

This SIX-MONTH LIMITED TRADEMARK LICENSE AGREEMENT ("Agreement") is made and entered into as of the date shown on the front of this Certificate by and between Zumba Fitness, LLC ("Zumba"), and the instructor named thereon ("Instructor").

WHEREAS, Zumba is the owner of the word trademark CIRCL MOBILITY™ (the "CIRCL MOBILITY Mark") used on or in connection with educational services, namely, providing CIRCL MOBILITY™ classes ("Services"); and

WHEREAS, Instructor wants to use the CIRCL MOBILITY™ to provide Services;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth, and Instructor having successfully completed an official CIRCL MOBILITY™ Instructor Licensing Program Session ("Licensing Program"), the parties agree as follows:

1. Grant of License. Zumba hereby grants to Instructor a nonexclusive, non transferable, limited license ("License"), without warranty, to use the CIRCL MOBILITY™ Mark, to promote the Services, and Instructor accepts the License subject to the terms and conditions stated herein. This License is NOT VALID in any country in which it would violate local or US laws or trade regulations.

2. Form of Use. Instructor agrees to use the CIRCL MOBILITY™ Mark only in the form and manner as prescribed from time to time by Zumba, and not to use any other trademark or service mark in combination with the CIRCL MOBILITY™ Mark. The only permitted trademark use of the CIRCL MOBILITY™ Mark under this License is in verbal communications and on class schedules. Instructor shall not incorporate the CIRCL MOBILITY™ Mark, in whole or in part, in any corporate or trade name. Instructor shall have NO RIGHT to use any CIRCL MOBILITY™ logos or the stylized CIRCL MOBILITY™ word mark under this License. In addition, Instructor shall have no right to use the CIRCL MOBILITY™ Mark in connection with any clothing, music, videos, or domain names. Instructor agrees to use either the ™ or ® symbol, as directed by Zumba, on the right hand shoulder of CIRCL MOBILITY™ Mark in all print communications and to use the CIRCL MOBILITY™ trademark in accordance with Zumba's trademark usage guide available at www.zumba.com/trademark.

3. Ownership of Mark. Instructor acknowledges that Zumba owns the CIRCL MOBILITY™ Mark and agrees that he/she will take no actions inconsistent with such ownership and that all previous, present and future use of the CIRCL MOBILITY™ Mark by Instructor shall inure to the benefit of and be on behalf of Zumba. Instructor agrees that nothing in this License shall give Instructor any right, title or interest in or to the CIRCL MOBILITY™ Mark other than the right to use the CIRCL MOBILITY™ Mark in accordance with this License and Instructor agrees that it will not attack Zumba's title in or to the CIRCL MOBILITY™ Mark or attack the validity of the CIRCL MOBILITY™ Mark or of this License.

4. Quality Standards. Instructor agrees that the nature and quality of all Services rendered by Instructor in connection with the CIRCL MOBILITY™ Mark shall conform to standards set by Zumba as explained in the Licensing Program, the materials related thereto, and as otherwise dictated by Zumba from time to time including at www.zumba.com.

5. Quality Maintenance. Instructor agrees to cooperate with Zumba in facilitating Zumba's control over the quality of Services offered under the CIRCL MOBILITY™ Mark, permit observation of Instructor's classes, and supply Zumba with evidence confirming compliance with this Agreement upon request. Instructor shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the Services and the usage of the CIRCL MOBILITY™ Mark. Instructor shall not infringe upon any third-party intellectual property rights in providing the Services including, but not limited to, trademark, service mark, copyright and rights of publicity. Instructor acknowledges and agrees that he/she is solely and exclusively responsible (either himself/herself or the facility at which Instructor teaches), for any and all public performance fees required by any performance rights organizations in the territory in which Instructor is teaching. Instructor agrees to fully comply with any and all instructions from Zumba's Legal Department.

6. Infringement Proceedings. Instructor agrees to promptly notify Zumba if Instructor becomes aware of any unauthorized use of the CIRCL MOBILITY™ Mark. Zumba shall have the sole right and discretion to bring infringement, unfair competition or any other legal proceedings involving the improper use of the CIRCL MOBILITY™ Mark.

7. Six-Month Term. This Agreement shall continue in full force and effect for a period of six-months (6 months) from the date on the front of this Certificate, except that the License may be terminated as provided for in Section 8. At the end of such six-month term, Instructor is prohibited from continuing to teach CIRCL MOBILITY™ classes unless Instructor successfully completes another Licensing Program session or remains/becomes a Member of the CIRCL MOBILITY™ Instructor Network.

8. Termination For Cause. Zumba shall have the right to immediately terminate this Agreement upon written notice to Instructor upon breach of any of the provisions hereof by Instructor or upon taking any illegal action or conduct deemed by Zumba to be detrimental to the CIRCL MOBILITY™ brand.

9. Effect of Termination. Upon termination or expiration of this Agreement, Instructor shall immediately discontinue all use of the CIRCL MOBILITY™ Mark as well as any and all confusingly similar names and marks. In the event Instructor created any unauthorized printed materials containing the CIRCL MOBILITY™ Mark, Instructor shall immediately destroy all such printed materials. All rights in and to the CIRCL MOBILITY™ Mark and the goodwill connected therewith shall remain the sole and exclusive property of Zumba.

10. Interpretation of Agreement; Enforcement. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. The parties agree that any legal action arising from or relating to this Agreement may be brought in a court of competent jurisdiction in Broward County, Florida, each party expressly waiving any challenge to personal jurisdiction and venue. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

11. Acceptance of Terms. Instructor's participation in the Licensing Program session and acceptance of this Certificate shall constitute Instructor's acceptance of the terms hereof. Failure to accept and be able to produce this Certificate during the Term shall render the License void.