BEACHBODY

Decide. Commit. Succeed.®

WELCOME TO INSANITY®!

Welcome to the INSANITY® Certification Program! Beachbody has put a lot of time and effort into the program and the training of INSANITY Certified Instructors – and we're thrilled you'll be joining us in continuing to help individuals meet their fitness goals and lead happier, healthier lives. As you get ready to offer INSANITY classes from our INSANITY Certified Instructors, here are some important reminders and guidelines to help you succeed and keep you compliant:

- The INSANITY Certification Program revolves around the INSANITY Certified Instructor and the INSANITY-based training they have received, so it is critical for the safety of your members and compliance with the program that you make sure that only INSANITY Certified Instructors are conducting any INSANITY classes you offer.®
- One of the keys to INSANITY Certified classes is its intensive, hands-on aspect; to ensure proper form and the required personal attention of INSANITY Certified classes, please remember that Beachbody does not allow for the playing of its INSANITY DVDs or other recorded workouts in your facility, which would violate our copyrights.
- To help keep up the integrity and uniformity of the program and the value in INSANITY, please make sure that you don't make any changes or modifications to any Beachbody product names or other material in your promotional material.
- We want to assist you in the marketing and promotion of the INSANITY classes, and may provide certain materials for your use, but to ensure both brand and program consistency, you may not create any promotional items (such as key chains, water bottles, t-shirts, etc.) that use the INSANITY or any other Beachbody names, and please be aware that there are some limitations on the type of advertising you can do.
- To help maintain your unique brand and the distinct value in INSANITY, please don't use any Beachbody trademark, including INSANITY, in the name of your facility, in a domain name, or in any account name or user ID, whether on Facebook, Twitter, or any social media site or blog.

INSANITY Certified Instructors are chomping at the bit to help others, and Beachbody is glad that you've decided to be a part of this new and unique program. With all of our efforts, we will touch the lives of thousands and make a real impact on their fitness and their lives.

Thanks for your interest in INSANITY Certification, and remember to always Bring It!

Sincerely,

Jonathan L. Congdon
President and Co-Founder, Beachbody, LLC

INSANITY® CERTIFICATION FACILITY AGREEMENT

This INSANITY® Certification Facility Agreement (with any and all attached exhibits, "Agreement") in entered into by and between Beachbody, LLC ("Beachbody") and you ("you" or "Licensee") as of the date you sign the document and/or click the acceptance box online.

1. INSANITY® Certification Description. The INSANITY Certification Program ("INSANITY Certification Program" or "Certification Program") is a program sponsored by Beachbody where individuals who have fulfilled all requirements to become INSANITY Certified, including being up to date with all required fees, passing all tests and quizzes, and meeting and staying compliant with all provisions of the INSANITY Certification Terms and Conditions ("INSANITY Certified Professional(s)" or "Certified Professional(s)"), are allowed to use their INSANITY Certified status to teach INSANITY®-based group classes.

Beachbody recognizes that Certified Professionals may wish to conduct INSANITY Instruction in certain gyms or other facilities, and has created this agreement to help facilitate that activity. You recognize that you, your gym and/or your facilities are not being certified by Beachbody or INSANITY; rather you are only allowed to offer INSANITY Instruction and use certain Beachbody Materials (as defined below) pursuant to the terms of this Agreement.

2. Grant of License.

(a) License. Subject to all terms and conditions in this Agreement, Beachbody grants you a limited, revocable, non-exclusive, non-transferrable, non-sublicensable license as of the Effective Date, and pursuant to the terms and restrictions in this agreement: (a) to host INSANITY Instruction, and (b) to (i) use the INSANITY® mark and logo as specifically provided by Beachbody, (ii) use the INSANITY Certified mark and logo as specifically provided by Beachbody, and (ii) use Beachbody Materials that Beachbody may specifically provide INSANITY Certified Professionals for your use in certain advertising and promotion of INSANITY Instruction.

(b) Restrictions. You agree:

(i) Any INSANITY Instruction that you promote, offer, conduct, host or provide must at all times be conducted only by an active INSANITY Certified Instructor. To verify the status of any potential trainer please email Beachbody at INSANITYcertification@beachbody.com, or check our online database once it is complete.

(ii) You may not perform, stream, display, or play any INSANITY DVD workout or videos, or any other Beachbody DVD workouts or videos, whether in your facility, on your website or otherwise, whether with or without a INSANITY Certified Instructor present;

(iii) You may not promote, offer, conduct, host or provide any fitness classes or other training or instruction based on any other Beachbody program or workouts;

(iv) You may not promote, offer, conduct, host or provide any INSANITY Instruction or INSANITY-based training that does not follow the overall principles, structure, integrity and sequence of the INSANITY program and workouts;

(v) You may not promote, offer, conduct, host or provide any workouts, classes or training that include or consist of INSANITY workouts combined with any other workout, exercise or fitness routine, whether from a third party or otherwise; *e.g.,* you may not offer, promote or provide any hybrid workouts or classes such as INSANITY/Zumba, INSANITY/CrossFit, or any other combination of products, workouts or exercises;

(vi) You may not videotape, record or in any manner display any INSANITY Instruction or any workout or exercise based on INSANITY, whether online or on DVD, Blu-ray or otherwise;

(vii) You may not offer any third party products or services to customers/clients during the course of any INSANITY Instruction;

(viii) You may not represent yourself or your gym or facility as an agent of, certified by, or as otherwise affiliated with Beachbody or INSANITY (*e.g.* you and/or your facility is not INSANITY Certified, but rather you offer INSANITY Certified classes);

(ix) Unless you have a separate hosting or other specific agreement with Beachbody, you may not hold or host any INSANITY Certification Training Workshops;

(x) You may not certify individuals in INSANITY Certification;

(xi) You must use the INSANITY mark and logo, the INSANITY Certified mark and logo, and any Beachbody Materials only as specifically provided by Beachbody, without change or modification;

(xii) Your use of the INSANITY mark or logo, the INSANITY Certified mark or logo, and any Beachbody Materials may only be in connection with the INSANITY Instruction, and may not be combined with any other trademark, logo or design;

(xiii) You may not use the INSANITY mark or logo, the INSANITY Certified mark or logo, any Beachbody trademark, or any Beachbody Materials, as defined below (including the look and feel, style, or trade dress or any Beachbody Materials) in, in connection with, or as the name, tagline, logo or design of your gym, facility or website;

(xiv) Every use of the INSANITY® mark and logo and the INSANITY Certified mark and logo must include the registered trademark symbol ("®"), and must be accompanied by the following statement: "INSANITY® is a registered trademark of Beachbody, LLC, used under license.";

(xv) You will immediately cease offering or hosting any INSANITY Instruction and notify Beachbody in the event you cease doing business, or if any governmental or regulatory authority declares your location/facility to be unsafe, dangerous or unfit for human occupancy; and

(xvi) You may not use the INSANITY mark or logo, the INSANITY Certified mark or logo, any Beachbody Materials, or any INSANITY Certification activity or promotion in the promotion, advertising or sale of any non-INSANITY classes or training you may offer, or any non-Beachbody products or services.

3. <u>Beachbody Intellectual Property/Materials</u>

(a) Ownership. You acknowledge and agree that Beachbody is and at all times will be the sole owner of (a) all trademarks, trade names, trade dress, logos, other indicia of origin, designs, inventions, patents, original works of authorship and other copyright protected materials, trade secrets, methods and processes, concepts, ideas, and other intellectual property or proprietary information Beachbody owns and/or uses on or in connection with its products, services and/or business, including the INSANITY Certification Program (collectively "Beachbody Intellectual Property"); and (b) all advertisements, promotional or marketing materials, still and moving images and other recorded material, text, prints, packaging, and any other materials Beachbody owns and/or uses on or in connection with its products, services and/or business including the INSANITY Certification Program (collectively with Beachbody Intellectual Property, "Beachbody Materials").

(b) Acknowledgement. You acknowledge and agree that Beachbody is and at all times has been and will be the sole and exclusive owner of all rights in and to the Beachbody Materials, including all goodwill associated with the Beachbody Intellectual Property. You agree you will do nothing inconsistent with Beachbody's sole and exclusive ownership of the Beachbody Materials, and will not – nor voluntarily assist any third party to – challenge, contest, oppose, seek to cancel or otherwise object to Beachbody's use of, registration of, and/or any rights in any of the Beachbody Materials and/or any substantially or confusingly similar variations thereof, including challenging the validity or enforceability thereof. Nothing in this Agreement shall be construed as a transfer or assignment of any rights to you in or to the Beachbody Materials, or any portion(s) thereof. Any and all use by you of the Beachbody Materials, and all goodwill arising from any such use, shall inure to the sole benefit of Beachbody.

(c) Specific Restrictions. In addition to all other terms and conditions in this Agreement,

(i) You may not make any modification to any Beachbody Materials, or use, exploit, or exhibit any Beachbody Materials except as expressly authorized herein. Without the prior, express written permission of Beachbody, you may not copy, reproduce, create derivative works of, distribute, sell or otherwise use any copyright-protected material, Beachbody Materials, or any other content owned or used by Beachbody, including the Certification Binder provided to Certified Professionals, Beachbody's workout DVDs (including any of the content thereon), any product, nutrition or other guides, any Beachbody web content, or any other Beachbody content or materials.

(ii) You may not at any time use, apply for, register or attempt to register INSANITY, INSANITY Certified, INSANITY Certification, Beachbody, any Beachbody trademark or tradename, any Beachbody Intellectual Property or anything confusingly similar to any of same: as a trademark, trade name, service mark, brand, logo, domain name, or other identifier of source; or as or in connection with any symbols, keywords, advertisement buys, hidden text, or any other activities that are considered Internet optimization; as or in any domain name; or as or in any account name, user ID or other handle within any blogs, social networking websites, or any "posting" sites such as Facebook, YouTube, Myspace, Blogspot, Flickr, or Twitter; or as the numbers/designations within your phone number (for example, 1-800-BUY-INSANITY).

(d) Approval of Use of Beachbody Intellectual Property/Material. Unless otherwise expressly set forth herein, you may not use any Beachbody Intellectual Property or Beachbody Material unless such use is specifically approved by Beachbody in writing. You recognize and agree that approval will only be granted by Beachbody if in its sole discretion all aspects of the use and exhibition of the Beachbody Materials, including the circumstances surrounding the use, promote Beachbody and the Beachbody Materials in a positive way, do not disparage the Beachbody or the Beachbody Materials, or in any way tarnish, reflect adversely or disparage Beachbody.

4. <u>Advertising and Promotional Activities Generally</u>.

(a) In General. You agree you will safeguard and promote the good reputation of Beachbody, the INSANITY Certification program, INSANITY Instruction, the Beachbody®, INSANITY®, and all other Beachbody marks and brands, and all Beachbody products and services. Any advertising or marketing you conduct must only be as specifically allowed herein, and may not be discourteous, illegal, offensive, deceptive, misleading, unethical or immoral. You agree you are solely responsible for the accuracy, legality, and legitimacy of any and all content in your advertising.

(b) Compliance with Laws. All advertising, promotional and marketing activity by you, including all advertising, promotional and marketing material, must fully comply with all applicable laws, rules and regulations, including but not limited to those relating to email solicitation, mobile texting (SMS or otherwise), telephone and faxing, privacy, and personal data and data collection and use.

(c) Specific Advertising Allowed; Preapproval Required. Subject to all terms, conditions and restrictions herein, and subject to the prior written approval of Beachbody, in order to promote the fact that you offer INSANITY Instruction at your location/facility, you may use the INSANITY mark and logo, the INSANITY Certified mark and logo and any other images or posters provided by Beachbody specifically for advertising purposes:

(i) in emails to current members and prospective members so long as such use is in connection with your class schedules, training promotions, or an electronic "newsletter";

(ii) on paper class schedules, training promotions, newsletters and/or signage *(e.g., posters and banners*) within your facilities, and on direct mail print advertising;

(iii) on class schedules, class descriptions and training promotions on your website or your Facebook or similar social media page;

(iv) in digital and standing billboard advertising and related signage; and

(v) in radio, television and related multimedia advertising.

Prior to using any such advertising materials, you must receive Beachbody's prior written approval by submitting all materials in final form to INSANITYCertification@Beachbody.com. You acknowledge and agree that any failure to comply with this subsection is a material breach of this Agreement for which Beachbody reserves the right to immediately terminate this Agreement in its sole discretion.

(d) General Advertising Restrictions. In addition to all other terms, conditions, and restrictions herein, you may not, without the prior, express written consent of Beachbody:

(i) Make any claims or statements (which include personal testimonials) as to therapeutic, curative, or diagnostic properties of INSANITY or any products or services offered by Beachbody, including any claim or statement that INSANITY or any Beachbody products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases;

(ii) Create or use, or encourage any third party to create or use, the INSANITY mark or logo, the INSANITY Certified mark or logo, and/or any of the Beachbody Materials on any advertising, promotional or other goods or items, including any apparel (including, for example, T-shirts, caps or other similar items), key chains, sports equipment, ingestible products, or DVDs;

(iii) Allow any third party to advertise your INSANITY-related services, or use the INSANITY mark or logo, the INSANITY Certified mark or logo, or any of the Beachbody Materials in advertising or marketing material or otherwise;

(iv) Conduct any paid advertising making use of the INSANITY mark or advertising or promoting INSANITY Instruction;

(v) Use the image of any Beachbody-related trainer, including that of Tony Horton, unless specifically provided by Beachbody for your use with INSANITY Instruction; and

(vi) Use any trademark, brand or logo other than on or in connection with any advertising or promotion for INSANITY Instruction.

5. List of Facilities Authorized for INSANITY Instruction. Beachbody may in its discretion identify you on Beachbody's list of facilities authorized to offer INSANITY Instruction, and Beachbody may post this list or a similar list for consumers to view. By offering, providing, hosting or holding any INSANITY Instruction, you expressly authorize Beachbody to use and publish certain information about you and your facilities, including your name, geographic location, address, website, phone number, trademark, logo, other identifier of source, and the name of the INSANITY Certified Instructor who is providing INSANITY Instruction in your facility.

6. Payment for INSANITY Certification and/or Optional Monthly Program. While you may not be a Certified Professional, you may determine to pay for or reimburse an individual to go through the INSANITY Certification process and/or to participate in the optional monthly program.[1] Beachbody does not regulate your payment or reimbursement for an individual to go through the INSANITY Certification process or for the optional monthly program – this is a matter purely between you and a Certified Professional. However, to the extent you determine to pay for or reimburse an individual's INSANITY Certification or the optional monthly program, please be aware that neither INSANITY Certification nor the benefits of the optional monthly program are transferrable in any way, whether to you, an individual you employ, or any other individual.

7. INSANITY Instruction Success Stories. To the extent you wish to do track the results your consumers or clients are getting from INSANITY Instruction, whether through before and after photographs or otherwise, you agree you will make such transformation stories available to Beachbody, including granting all licenses and rights that may be required, for Beachbody's use in the advertising and promotion of INSANITY Certification, INSANITY, and/or INSANITY Instruction upon Beachbody's reasonable request.

8. Term, Termination, Revocation.

(a) Term/Termination. This Agreement is valid until: (i) you no longer offer INSANITY Instruction through a Certified Professional, (ii) you breach any term, condition, or provision hereof; (iii) you offer, sell, or otherwise deal in counterfeit or unauthorized Beachbody product; (iv) you take any action or conduct deemed by Beachbody, in its sole discretion, to be detrimental to Beachbody, Beachbody's trainers, the INSANITY brand and products and services, the INSANITY Certification Program, and/or any Beachbody Materials; or (v) Beachbody discontinues offering the INSANITY Certification Program ("Term"). You understand and agree that Beachbody has the right to immediately terminate this Agreement for any violation of any of the terms herein, and/or for any action that, in Beachbody's sole discretion, would

[1] Through the optional monthly program, a Certified Professional who pays the monthly fee will receive access to additional exclusive content and benefits, which may include additional marketing material, additional routines and training tips from Tony Horton and/or Beachbody Master Instructors, and other unique benefits.

tend to harm Beachbody, the INSANITY Certification Program, the INSANITY brand, and/or any Beachbody brand, product or service.

(b) Actions upon Termination. Upon termination, you must immediately cease any and all promotion, use and offering or hosting of INSANITY Instruction, and any and all use of the INSANITY mark and logo, the INSANITY Certified mark and logo, and/or any Beachbody Material, and promptly return all Beachbody Materials to Beachbody. You expressly acknowledge and agree that you have no property or other right to offer INSANITY Instruction or use any Beachbody Materials, and will not claim any such right at any time, including following termination of this Agreement.

9. Non-Disparagement. While Beachbody welcomes constructive input and suggestions, negative comments and remarks made in any forum (online, written, or otherwise) by you about INSANITY, INSANITY Certification, INSANITY Instruction, Tony Horton, Beachbody, or Beachbody's products or services should be avoided, and you must not disparage, demean, or make negative remarks about INSANITY, INSANITY Certification, INSANITY Instruction, Tony Horton, Beachbody, Beachbody's products or services, or Beachbody's directors, officers, or employees.

10. Insurance. You agree that you currently have, will have, and at all times when offering INSANITY Instruction and for a period of five years thereafter will have and maintain current, valid and up to date comprehensive commercial general liability insurance (including contractual liability, bodily injury, property damage and personal injury) in the following amounts, or in amounts required by law, whichever is greater: $1,000,000 per occurrence, $2,000,000 general aggregate and $5,000,000 excess umbrella for each occurrence and aggregate.

11. Representations and Warranties. You acknowledge, covenant, represent, and warrant that (i) any advertising or promotional materials you use shall be unique, proprietary and not infringe any intellectual property, personal, publicity, privacy, or other right of any third party; (ii) you have the full authority to enter into this Agreement, you have the right to grant the rights set forth in this Agreement, and that your entering into this Agreement does not violate or conflict with any prior agreements with or other obligations to any third parties; (iii) you and your advertising and promotional activities and materials will comply with all applicable international, federal, state and local laws; and (iv) you have not engaged in any activity, made any commitment, or entered into any agreement inconsistent with or in derogation of the rights granted in this Agreement, and that you will not engage in any activity, make any commitment or enter into any agreement inconsistent with or in derogation of the rights granted in this Agreement.

12. Indemnification. You agree to indemnify and hold harmless Beachbody, its parents, subsidiaries, shareholders, officers, directors, employees, agents, and suppliers from any third party claim, action, demand, loss, or damages (including attorneys' fees) arising out of or relating to your offering or hosting any INSANITY Instruction, your participation in the INSANITY Certification Program, any violation by you of any of the terms or provisions in this Agreement, your advertising or promotional materials or activities, and/or your violation of any rights of a third party.

13. Release Regarding Certified Instructors. You expressly acknowledge and agree that INSANITY Certified Professionals are independent from Beachbody, that they are not employees, franchisees or independent contractors of Beachbody, that they are not acting in any way on Beachbody's behalf, and that Beachbody does not control their actual INSANITY Instruction. Accordingly, to the extent permitted by law, you expressly and voluntarily waive any and all potential claims against Beachbody (including its parent, affiliates, subsidiaries, representatives and assigns, employees, or any person(s) or corporation(s) acting under its permission or authority) stemming from or related to any activity, instruction, or act or omission of the Certified Professional.

14. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, EXCEPT IN CONNECTION WITH ITS INDEMNIFICATION OBLIGATIONS, AND/OR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

15. General Terms.

(a) Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of California (without regard to the choice of law or conflicts of law principles thereof). In the event of a dispute arising out of or in any way relating to this Agreement, the INSANITY Certification Program, or any INSANITY Instruction, jurisdiction and venue shall lie in the state or federal courts of the State of California, County of Los Angeles, and only in such courts. The parties hereby irrevocably waive any objections or defenses based on lack of jurisdiction, improper venue, and/or forum non-conveniens. To the extent allowed by law, the parties hereby waive the right to a jury trial in any action arising out of or in connection with this Agreement, the INSANITY Certification Program, and the INSANITY Instruction and agree that any claims, disputes, or actions of any kind shall be resolved individually, without resort to any form of class action.

(b) Assignment. Beachbody may assign, transfer, or sub-contract any of its rights or obligations under this Agreement to any third party at its discretion. You may not assign, transfer, license, or sub-contract any of your rights or obligations under this Agreement without the prior, express, written consent of Beachbody.

(c) Relationship of Parties. This Agreement does not and will not establish any relationship of partnership, joint venture, employment, franchise, or agency between you and Beachbody. You and Beachbody each acknowledge that each is an independent party; that nothing in this Agreement shall establish or constitute a joint venture, partnership, employment, franchise or agency relationship between the them. Neither party has the power to bind or act for the other or incur obligations on the other's behalf without the other's prior written consent.

(d) Severability. If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

(e) Waiver. Any waiver of any provision of this Agreement or of a party's rights or remedies under this Agreement must be in writing signed by the party against which the waiver is sought to be effective. Failure, neglect, or delay by a party to enforce any provision of this Agreement or its rights or remedies at any time, is not a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Waiver of any provision shall not be deemed to waive the same provision at any later or other time, or any other provision at any time. No delay by Beachbody in exercising any right or remedy under this Agreement shall operate as waiver of that right or remedy, nor shall it affect any ability to later exercise that right or remedy.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning its subject matter and replaces all prior correspondence, negotiations and understandings between the parties with respect to that subject matter, and the parties confirm that there are no side or collateral agreements, understandings, courses of dealing or trade usages that modify, vary, explain or supplement this Agreement. You recognize and agree that Beachbody may add, delete, modify, revise or supplement these the terms and conditions in this Agreement without notice to you at any time in its discretion by placing an updated version of the terms and conditions in this Agreement on the INSANITY Certification website, and that continuing in any way with the Certification Program after any such revisions have been posted constitutes your agreement to the updated Agreement.

Company/Facility Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Phone: _____

Signature: _____ Name/Title:_____ Date:_____