ZUMBA INSTRUCTOR ZUMBA INSTRUCTOR ZUMBA INSTRUCTOR ZUMBA INSTRUCTOR ZUMBA INSTRUCTOR

ZUMBA®

basic steps 1

Taylor Gordon

OFFICIAL ZUMBA® INSTRUCTOR

BASIC STEPS LEVEL 1

October 23, 2016

DATE

"BETO" PEREZ
CREATIVE DIRECTOR

Zumba Fitness, LLC. 800 Silks Run, Suite 2310, Hallandale, FL 33009 954.925.3755 **ZUMBA.COM**

This certifies that the above named person has successfully participated in an official Zumba® Instructor Training and is authorized to offer Zumba® classes for up to one year 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 ZIN™ member in good standing. Instructor status can always be verified at zumba.com under "Find an Instructor."
Zumba® and the Zumba logos are trademarks of Zumba Fitness, LLC. Unauthorized use is strictly prohibited.

ZUMBA®

ONE-YEAR LIMITED TRADEMARK LICENSE AGREEMENT

This 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 one-word trademark ZUMBA® (the "ZUMBA® Mark") used on or in connection with educational services, namely, providing ZUMBA® dance fitness classes ("Services"); and

WHEREAS, Instructor wants to use the ZUMBA® Mark to provide Services;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth, and Instructor having completed an official Zumba® Instructor Training ("Training"), the parties agree as follows:

1. **Grant of License.** Zumba hereby grants to Instructor a nonexclusive, nontransferable, limited license ("License"), without warranty, to use the ZUMBA® Mark, to promote the Services, and Instructor accepts the License subject to the terms and conditions stated herein. This license is not valid in China or any country in which it would violate local or US laws or trade regulations.

2. **Form of Use.** Instructor agrees to use the ZUMBA® 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 ZUMBA® Mark. The only permitted trademark use of the ZUMBA® Mark under this License is in verbal communications and on class schedules. Instructor shall not incorporate the ZUMBA® Mark, in whole or in part, in any corporate or trade name. Instructor shall have NO RIGHT to use any Zumba logos, the Zumba stylization or ZUMBA in connection with any clothing, music, videos, or domain names. Instructor agrees to use the ® symbol on the right hand shoulder of ZUMBA® in all print communications and to use the ZUMBA trademark in accordance with Zumba's trademark usage guide at www.zumba.com/trademark.

3. **Ownership of Mark.** Instructor acknowledges that Zumba owns the ZUMBA® Mark and agrees that it will take no actions inconsistent with such ownership and that all previous, present and future use of the ZUMBA® 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 the ZUMBA® Mark other than the right to use the ZUMBA® Mark in accordance with this License and Instructor agrees that it will not attack Zumba's title to the ZUMBA® Mark or attack the validity of this License.

4. **Quality Standards.** Instructor agrees that the nature and quality of all Services rendered by Instructor in connection with the ZUMBA® Mark shall conform to standards set by Zumba as explained in instructor training sessions, the training materials, and as otherwise instructed 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 of the quality of Services offered under the ZUMBA® 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 ZUMBA® Mark usage. Instructor agrees to comply with all instructions from Zumba's Legal Compliance department.

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

7. **Term.** This Agreement shall continue in full force and effect for a period of one year from the date on the front of this Certificate, except that the License may be terminated as provided for in Section 8.

8. **Termination For Cause.** Zumba shall have the right to terminate this Agreement upon ten (10) days 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 Zumba® brand.

9. **Effect of Termination.** Upon termination of this Agreement, Instructor shall immediately discontinue all use of the ZUMBA® Mark as well as any and all confusingly similar names and marks. In the event Instructor created any unauthorized printed materials containing the ZUMBA® Mark, Instructor shall immediately destroy all such printed materials. All rights in the Mark and the goodwill connected therewith shall remain the 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 attorney's fees and costs.

11. **Acceptance of Terms.** Instructor's participation in the Training and acceptance of this certificate shall constitute Instructor's acceptance of the terms hereof. Failure to accept and be able to produce this original document during the term shall render the License void.