

This Instructor Agreement (the Agreement) is made between:

1. AMF World® Ltd; and
2. Instructor.

SUMMARY

A. AMF World® Ltd designs and provides for the delivery of bespoke dance and fitness routines, workouts and training plans for qualified fitness & dance fitness instructors in accordance with the commercial practice of AMF World® Ltd.

B. AMF World® Ltd and the Instructor have agreed that the Instructor shall have, pursuant to the terms of this Agreement, a licence to deliver content from the AMF World® Fitness Library (full or Lite) to third parties.

DEFINED TERMS

AMF World® Ltd Commercial Practice means the content and provision of (amongst other things) choreography, class plans, manuals, choreography notes, masterclasses and meetings to assist with the delivery of bespoke dance and fitness routines to be used by an Instructor acting in accordance with local requirements for group fitness or dance.

Licence Period means the period from the date of acceptance of this Agreement until terminated.

Instructor Fees means the monthly/annual payments required to be made by the Instructor for the Licence under this Agreement.

AGREEMENT

AMF World® Ltd and the Instructor agree as follows:

1) Licence For Use

AMF World® Ltd grants to the Instructor a non-exclusive licence to deliver content from the Fitness Library and Fitness Library Ltd within group fitness and dance classes to third parties.

2) Licence/Subscription Payment

a) As consideration for the grant of the Licence to the Instructor, the Instructor shall pay AMF World® Ltd the Instructor Fees.

b) The Instructor will subscribe via the AMF World® Ltd website and will maintain an active subscription in order to access the site content.

3) Licence Period.

c) Time for payment shall be of the essence.

d) All amounts payable by the Instructor are inclusive of amounts in respect of value added tax chargeable for the time being (VAT).

e) If the Instructor fails to make any payment due to AMF World® Ltd by the due date for payment (Due Date) AMF World® Ltd shall have rights to terminate access to the website with immediate effect.

4) Copyright; Trademarks; Intellectual Property Rights

All copyright, trademarks and intellectual property rights in or arising out of or in connection with this Agreement are owned by AMF World® Ltd.

5) Covenants of The Instructor

The Instructor confirms that during the term of this Agreement:

- a) the Instructor shall, at all times, be a duly accredited Instructor and shall not, where such Instructor's licence has been suspended or revoked, undertake any promotion of classes using AMF World® Ltd branding materials including logos.
- b) the classes taught by the Instructor will conform to the industry standards as outlined on their qualification or certification
- c) the Instructor shall ensure and be responsible for acting in accordance with any laws relating to email and mass marketing of the public;
- d) will use the trademarked logos & other marketing materials only whilst maintaining an active subscription to AMF World® Ltd. This excludes entirely the use of the 'Always Moving Forward' logo and use of any Rave Tone® or Hype Dance Fit® materials unless duly subscribed.
- e) the Instructor may record, stream or deliver the content face-to-face as an independent instructor, in a gym or studio environment and as outlined in the terms below showing only the subscribed instructor in any video recorded
- f) the Instructor must deliver all content behind a paywall

The Instructor (unless the Instructor has been duly accredited) shall not:

- i) undertake any classes where any of the participants are under the age of 18 years
- ii) undertake any classes with the assistance of any person who is not a duly accredited AMF World® Ltd Instructor
- iii) undertake any classes whereby they do not hold the relevant qualifications nor insurance
- iv) deliver AMF World® Ltd content in branded class formats that forbid the provision of external choreographical input
- v) deliver any content owned by AMF World® Ltd for free e.g. as a free lead magnet or a free workout on a YouTube Channel

The Instructor agrees to use the AMF World® Ltd brand and trademark and as otherwise set out (in writing or otherwise) by AMF World® Ltd as follows:

- a) the Instructor may undertake marketing and promotion in accordance with the AMF World® Ltd restrictions of Fitness Library format logo use. These logos can be edited (including colour & text) and may be used on marketing materials such as flyers, posters, clothing etc for the sole purpose of promotion of group fitness or dance fitness classes to third parties.

b) the Instructor may only use the Fitness Library format logos whilst maintaining an active subscription to the library in question. Terminating the subscription must result in the immediate cease of use of any and all format logos.

c) the Instructor shall not set-up a website which uses the AMF World® Ltd brand name in its domain name;

d) the Instructor shall not share any video of AMF World® Ltd classes or routines lasting more than 30 seconds with the general public;

e) the Instructor must not use any site content including logos, manuals, choreography, class plans etc in order to create or promote a branded or freestyle fitness format to instructors or other third parties which are outside the normal remit of group exercise or dance classes. This includes but is not limited to

1. Presentations at fitness events of any kind
2. Training courses or recorded training programs
3. Representation of any other branded format unless in the context of a group exercise or dance class aimed at participants
4. Television appearances (or similar) unless authorised by AMF World® Ltd
5. As a sub-contractor for large scale on-demand or streamed fitness platforms
6. As an avatar for computer games or other simulation experiences

6) Infringement Notification And Proceedings

a) The Instructor shall promptly notify AMF World® Ltd if they are aware of any unauthorized use of the AMF World® Ltd brand, trademark, marketing materials or any other facet of the AMF World® Ltd business; and

b) The Instructor shall co-operate with AMF World® in enforcing and protecting the AMF World® brand, trademark, marketing materials or any other facet of the AMF World® business.

7) Insurance; Licence/Subscription

The Instructor agrees that it shall, at their own cost and expense, have and maintain, at all times, all necessary:

a) general public liability insurance;

b) employers liability insurance;

c) any further insurances deemed typical of any venue where activities contemplated by this Agreement are undertaken; and

d) any relevant licences required (such as a music licence, as appropriate).

8) Limitation of Liability

a) Nothing in this Agreement shall limit or exclude the liability of the Instructor or AMF World® for:

i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

ii) fraud or fraudulent misrepresentation.

b) AMF World® shall under no circumstances whatever be liable to the Instructor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement.

c) The total liability of AMF World® to the Instructor in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the remaining value of the Subscription to the Instructor once cancelled or terminated.

d) Except as set out herein, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

9) Termination

a) Without limiting its other rights or remedies, each party may terminate the Licence by giving written notice to the other party if:

i) the other party commits (following due warning) a material breach of this Agreement and fails to remedy that breach within

a reasonable time of that party being notified in writing of the breach;

ii) the other party suspends or ceases or it is likely that it is unable to carry on all or a substantial part of its business.

b) Without limiting its other rights or remedies, AMF World® may terminate this Agreement with immediate effect by giving written notice to the Instructor if the Instructor fails to pay any amount due on the due date for payment.

c) Without limiting its other rights or remedies, each party shall have the right to cancel the Agreement with immediate effect.

10) Consequences of Termination

a) On termination of the Licence for any reason:

i) the Instructor shall immediately pay to AMF World® all outstanding unpaid actual or pending invoices; and

ii) the parties shall return any materials which have not been fully paid for.

b) The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry;

and

c) Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11) Renewal; Amendment

a) The Subscription will automatically renew without end until the Agreement is cancelled.

b) AMF World® may (acting reasonably) amend this Agreement at any time by giving the Instructor written notice.

c) If the Licence is terminated by AMF World® but the Agreement has not been breached, then any unused Instructor Fees will be paid to the Instructor.

12) Assignment and Subcontracting

a) AMF World® may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Licence and may subcontract or delegate in any manner any or all of its obligations to any third party or agent.

b) The Instructor may not, without the prior written consent of AMF World®, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

13) Notices

a) Any notice or other communication required to be given to a party under or in connection with this Agreement shall either be in email (duly receipted), or in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.

b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

14) Waiver

A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15) No Partnership

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

16) Third Parties

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

17) Variation

Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions shall only be binding

when agreed in writing.

18) Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.