

LICENSURE/CERTIFICATION AGREEMENT:

I wish to relate to you terms under which Prancercise® LLC is extending to you licensure/certification in our Representative program.

My interest is that you will actively teach or introduce to others the Prancercise® program on an individual basis explaining to them how they too can get certified and use and apply the Prancercise® techniques and principles inherent in the program. I am extending you a licensure/certification to do that, which includes being able to represent yourself as a “Certified Prancercise® Representative” and therefore licensed to use the trademarked name in teaching or promoting Prancercise® and its program.

In order to do this properly, I ask that you accurately practice the Prancercise® techniques and agree to act in such a way as not to reflect adversely on the name or credibility of Prancercise®.

We agree that this Certification is limited to the training of individuals or small groups and is NOT permission to teach these techniques in seminars or workshops or to large groups of people without written permission from Prancercise LLC.

Please call or write to Prancercise LLC with any questions, permissions, or support needs.

In order to insure intellectual property rights protection and the integrity of information in our public exposure please contact Prancercise LLC for marketing and media oversight.

You will purchase the book Prancercise: The Art of Physical and Spiritual Excellence and will use this book as a reference and study guide for an online questionnaire that you will answer adequately, in order to qualify for certification. You will upon satisfactory

completion of the questionnaire purchase a minimum of 15 MINUTES of Prancercise coaching, now you should be prepared to submit a video /visual clip of you

demonstrating the 4 modes of Prancercise® correctly, and a license agreement is signed and preferred membership is up to date you will be able to present yourself as a

Prancercise® representative for the aerobics and the book, which are trademarked and copyright respectively. You may use the book and techniques with your interested parties/students, subsequently.

You agree to use the appropriate copyright and registered trademark symbol and designations in all material and promotion. If you are not clear on the proper use of any of those designations, after reviewing the guidelines on the Prancercise.com website, you may contact the company Prancercise, LLC for clarification.

If you have members of your staff who also deliver your services, they need to be specifically licensed/certified by us, just as you are, in order to teach these techniques. This agreement doesn't extend permission to another (beyond the certified person) to teach these techniques. There is no obligation for the payment of royalties on your income from these trainings.

You do agree to purchase the book: Prancercise®: The Art Of Physical and Spiritual Excellence and for your students to fully understand and teach others, they are to be encouraged as you, to purchase the book take the online questionnaire and send in a video clip demonstrating the 4 modes of Prancercise®. Anyone teaching or presenting themselves as a Prancercise® representative without proper certification and or inappropriately with the terms of trademark usage posted on the Prancercise .com website will be subject to intellectual property infringement laws.

Any alterations of the Prancercise® Program and intellectual property, are considered derivative works and are the property of Joanna Rohrback and Prancercise LLC and require written permission for them. This includes translations of, editing of, revisions of, interpretations of, embellishments of, or any other forms of presentation that are based on the original book Prancercise: The Art Of Physical and Spiritual Excellence and any exhibited video from the Prancercise .com website.

You agree that you are an independent contractor, paying your federal and state taxes if you're running a business; and all costs associated with your business, and you are responsible for it totally independent of Prancercise LLC. You may want to carry liability insurance and OR execute Releases of Liability for each person you instruct. If there are employees involved, you agree that they will also follow the terms of this agreement.

A "preferred" membership of \$50 (subject to change) and purchase of the Prancercise® book are requirements of certification. Membership must be renewed annually and kept up to date as any license fee if required must be.

Disclaimer: The Prancercise Program and the techniques inherent in it should be used as guides For self improvement and are not meant to be a replacement for medical treatments given by licensed physicians.

This agreement is for one year and is to be renewed automatically unless either you or Prancercise LLC gives ten days notice of non-renewal and provided 1.) All fees owed to Prancercise LLC are current and 2.) You are actively teaching the Prancercise Program to your students which is demonstrated by their membership registrations (where they'll list who sponsored or referred them). Failure to fulfill any provision of this agreement results in termination within thirty days notice of the deficiency unless it has been remedied. In this agreement, when permission or authorization is required, permission can be provided either in writing or electronically.

If any conflicts arise we agree to 1.) directly negotiate with each other; 2.) choose an independent third party mediator; and 3.) if we still cannot reach agreement, to use binding arbitration instead of going to court. If we were not able to work out our problems in those ways immediate irreparable injury could be caused for which injunctive relief is an appropriate remedy in addition to others.

We both agree this agreement is non-transferable and can only be credited to the person whom is being licensed/certified, not to anyone else and not to modify it except in writing, mutually. We cannot bind each other or act as each other's agent. Prancercise LLC is not liable for your actions and you are not liable for Prancercise LLC's actions. We are both responsible independently and will both keep whatever liability insurance we feel is necessary and a CPR certification is recommended and required under certain circumstances. The terms of this agreement will be enforced under Florida law and Federal

Prancercise® is not to be incorporated in any other fitness routine like Jazzercise or Zumba for instance, it is to be presented solely independent of other routines which it is to always be expressed as entirely different based on different principles.

I agree to the terms and conditions herein:

Sign (licensee) _____

date _____

email _____

Contact Phone# _____

Witnessed by _____

Witnessed by _____

Date _____

Sign (licensor) _____

Date _____

Witnessed by _____