



BRAND USE LICENSE AGREEMENT





1.- STRETCHFIT and brand usage licence agreement in plain English

To purchase StretchFit equipment you must agree to a License Agreement ("Agreement"). Be sure to read it thoroughly to gain a clear understanding of what is permitted and prohibited as an equipment owner. This document will provide a summary of the Agreement in laymen's terms, although you are responsible for everything required under the full Agreement.

First, it is important to understand the difference between the StretchFit® methodology, equipment and the StretchFit® brand. While the StretchFit® methodology is for trained teachers to use, and equipment can be purchased for commercial and home use, the StretchFit® brand name is not freely available for use. As an equipment owner, you cannot use the StretchFit® brand name to advertise, market, promote, or solicit business or service in any way. If you do, you will be in breach of the Agreement and potentially liable for trademark infringement under Federal Law.

To obtain a license to advertise, market, promote, and solicit business for StretchFit® training classes (i.e., advertise using the StretchFit® brand name), you must become a licensed StretchFit Pty Ltd. affiliate. Affiliation is described in detail the "Affiliate document," but in summary, you must complete teacher training and submit an application (and be accepted) to operate a physical location, subscribe to the "practitioner/affiliate" subscription on the StretchFit website, and maintain continuing education credits each year.

As an owner of StretchFit equipment, you should not teach clients without completing StretchFit level one teaching certification. Even as an SF-L1 (or two, or 3, or Master teacher) and/or equipment owner, you cannot use the StretchFit® brand name to advertise, market, promote, or solicit business or service in any way. If you do, you will be in breach of the Agreement and potentially liable for trademark infringement under Federal Law.

As an equipment owner, you are required under the Agreement to uphold the highest standards of ethics and behaviour; actions that reflect unfavourably on StretchFit, Pty Ltd. constitute a breach of the Agreement. Our legal department aggressively pursues any unlicensed use of the StretchFit® brand name and StretchFit® copyrighted material everywhere in the world.

FREQUENTLY ASKED QUESTIONS

Can I become an affiliate IF I complete the "StretchFit Basics" Online course?

No, the minimum requirement for becoming an affiliate is the Level one Equipment certification

Can I teach StretchFit classes if I complete an StretchFit basics training course?

If you are using StretchFit equipment but are not a licensed affiliate, you cannot use the StretchFit® brand name in any way to advertise your classes.

If I am an StretchFit level one teacher can I advertise or market training similar to StretchFit without using the StretchFit® name?

As an SF-L1 teacher, you may use the StretchFit® methodology, and you may teach clients on your own, but only affiliation entitles you to use the StretchFit® trademark (and other StretchFit Pty Ltd protected intellectual property) to describe your own programming and advertise your services as "StretchFit."

If I am an SF-L1 teacher, can I tell my clients we are doing "StretchFit" without advertising it in any written or marketing materials?

No. Word-of-mouth marketing of StretchFit® training is not permitted without first becoming an affiliate. As an SF-L1, you may use the StretchFit® methodology, and you may teach people, but only affiliation entitles you to use the StretchFit® trademark to describe your own programming, even by word of mouth.

If I hold a StretchFit Level 1 Teacher Certificate but do not work at an affiliate, how can I promote that I do StretchFit® teaching without opening a studio or affiliate center?

A trainer with a StretchFit Level 1 Teacher Certificate who teaches clients in non-affiliate locations (e.g., at their homes, commercial gyms) cannot use the StretchFit® trademark without becoming an affiliate. See above. However, as outlined in the Teacher Training Licence Agreement, an SF-L1 may state their credential on a business card, resume, or biography.

If I'm a gym owner and I buy a station for my gym floor, can I advertise StretchFit sessions at my gym?

You may list StretchFit in your range of equipment, but you may not claim to be offering StretchFit classes or sessions unless you become an affiliate and fulfill the affiliate conditions. Conditions include a level one certified teacher who is teaching your classes. You may not use StretchFit branding. You will be provided with a StretchFit promo pack to help promote the equipment within your gym.

License Agreement

This StretchFit® equipment purchase License Agreement (the "Agreement") is made and entered into as of _____ ("Effective Date") by and between StretchFit Pty Ltd, an Australian limited liability company with its principal place of business at _____ ("StretchFit Pty Ltd"); and _____ the StretchFit® equipment purchaser.

StretchFit Pty Ltd is the exclusive owner of the StretchFit® brand for fitness and stretching services and

related goods and services. In the interest of making its techniques widely available, StretchFit Pty Ltd encourages individuals and entities that understand and agree with the StretchFit philosophy to join the community of StretchFit® teachers and be properly licensed to use the StretchFit® name. This Agreement governs your right to use the StretchFit® brand in connection with StretchFit Pty Ltd's unique equipment and stretching program.

TERMS AND CONDITIONS

1. Grant of License and Restrictions.

A) The StretchFit equipment purchaser shall not use the StretchFit® trademark or any of StretchFit Pty Ltd's other trademarks/ service marks, taglines (e.g., Feel Better Function Better ®), characters, copyrighted content, or logos ("StretchFit IP") in any manner other than as expressly provided for in this Agreement. All rights not specifically granted by StretchFit Pty Ltd to StretchFit Teacher are expressly and exclusively reserved by StretchFit Pty Ltd.

2. Nature of Relationship. The parties to this Agreement are independent, and no agency, partnership, joint venture, employee-employer, or franchisee-franchisor relationship is intended or created by this Agreement. Neither party shall have any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or the power to bind the other party in any respect whatsoever.

3. Term, Termination, and Renewal.

a) The term of this Agreement will begin on the Effective Date and continue for indefinitely unless terminated earlier in accordance with the provisions of this Agreement. This Agreement will automatically cancel if:

- i.** The StretchFit equipment owner becomes an affiliate of StretchFit
- ii.** Refuses or fails to perform any of its obligations or covenants under this Agreement or breaches its obligations to StretchFit Pty Ltd;
- iii.** Publicly denounces, slanders, defames, or denigrates StretchFit Pty Ltd, its officers, principals, or agents either orally, visually, or in writing (including through digital or electronic means or methods such as social media); or
- iv.** Engages in or persists in conduct that would reflect unfavourably upon StretchFit Pty Ltd, the StretchFit IP, or upon the operation and reputation of StretchFit Pty Ltd's business, including, without limitation, a felony or any other criminal act, conduct, or misconduct that would raise a substantial question about the StretchFit Trainer's fitness or ability to train others.

4. Damages and Attorneys' Fees.

a) StretchFit equipment owners breach of this Agreement and/or use of the StretchFit IP in a manner that exceeds the scope of the limited license provided by this Agreement may constitute trademark infringement, copyright infringement, unfair competition, and false advertising, among other violations. StretchFit Pty Ltd reserves all rights to pursue all claims, damages, and relief against equipment owner related to breach of this agreement, including his or her failure to perform any of the obligations or covenants under this Agreement.

b) StretchFit Pty Ltd will be entitled to recovery of its attorneys' fees and other costs of suit if StretchFit Pty Ltd obtains a judgment in its Favor against StretchFit equipment owner in any legal proceeding arising out the equipment owners breach of this Agreement, including his or her refusal or failure to perform any of the obligations or covenants under this Agreement.

c) THE TOTAL LIABILITY OF STRETCHFIT PTY LTD TO STRETCHFIT TEACHER IN ANY EVENT IS LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY STRETCHFIT TEACHER TO ATTEND THE LEVEL 1 CERTIFICATE COURSE. StretchFit Pty Ltd is not liable to StretchFit Teacher or any third party for any indirect, special, or consequential damages. For the avoidance of doubt, this means that StretchFit Pty Ltd is never liable to StretchFit equipment owner (or any other third party) for StretchFit Teacher's (or any other third party's) expenditures, investments, leases, commitments, lost revenue, lost profits, or lost data, even if StretchFit Pty Ltd terminates or breaches this Agreement.

5. Indemnification. The StretchFit equipment owner shall indemnify, defend at StretchFit Pty Ltd's request, and hold harmless StretchFit Pty Ltd and its subsidiaries and affiliated entities, and each of their respective officers, affiliates, directors, agents, and employees (collectively, a "StretchFit Party") from and against any and all actions, claims, liabilities, judgments, settlements, losses, damages, expenses, and costs (including court costs and attorneys' fees), arising from or related to any third-party claim, suit, or proceeding brought against any StretchFit Party which arises from or is related to: (a) StretchFit equipment owners breach of any of its obligations described herein; (b) infringement or misappropriation by StretchFit equipment owner of any intellectual property, personal or proprietary right of StretchFit Pty Ltd, or any third party; (c) property damage, personal injury, or death based on StretchFit equipment owners negligent, reckless, or willful acts or omissions; or (d) any other actions, claims, liabilities, losses, damages, expenses, and costs related to StretchFit equipment owners relationship with StretchFit Pty Ltd.

6. Governing Law and Forum Selection. This Agreement shall be governed by and construed under the laws of Australia, notwithstanding its conflict of law provisions. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be exclusively brought in Australia. The parties will not raise in connection therewith, and hereby waive, any defences based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process, or the like in any such action, suit, or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this agreement.

In Witness Whereof, the parties have executed this Agreement as of the date first above written. Stretch-Fit Pty Ltd: (Name)_____

StretchFit equipment purchaser:

By: (Name):_____

Title:_____