

Tour Crew Information			
Tour Crew Member Name:		Effective Date:	
Address:		POUND Pro Certification Date:	
E-mail:		Phone No.:	

This Pound Tour Crew Agreement ("Agreement"), effective as of the date set forth above, is entered into between Pound Rockout Workout, LLC ("Pound" or "us" or "our") and the above referenced Tour Crew Member ("you") signing this Agreement (each a "Party" and together the "Parties"), You and Pound each agree and acknowledge:

- 1. Authorization.** The Pound workout (the "Pound Workout") consists of a fitness class ("Class(es)") combining elements of music and choreography with the use of weighted drumsticks ("Ripstix") to achieve a strenuous fitness experience taught by a certified instructor who has successfully completed the POUND Pro Training (a "Pound Pro"). You have been selected by Pound as a Tour Crew Member ("Tour Crew Member") to represent and promote Pound and the Pound Workouts, and teach the Pound Workout at selected events, as requested by Pound, including without limitation trainings, classes, conventions, demos and press events (each an "Event") in accordance with the terms of this Agreement.
- 2. Services: Social Media Promotion.** As a Tour Crew Member, your primary responsibility will be to post at least 3 posts per month on the Social Media platforms of your choice. Pound will provide you with a monthly brief and provide inspiration for your content. All posts must contain only original content and shall not infringe on the rights of 3rd parties.
- 3. Services: Referrals.** As a Tour Crew Member, you will be eligible to earn Referral Bonuses of US\$20 for each new group fitness instructor you refer who enrolls in one of Pound's training programs using your unique referral code. Referral Bonuses are paid quarterly and payments are reported to the United States Internal Revenue Service on US Form 1099 when required.
- 4. Services: Events.** For each Event, Pound may invite one (1) or more selected Tour Crew Members to appear, promote Pound and the Pound Workout and/or teach the Pound Workout to attendees. Pound retains the sole discretion as to which Tour Crew Member(s) it selects to attend and teach each Event. Nothing herein obligates Pound to select you for any Event, or otherwise guarantees or implies that you shall receive gainful employment or monetary benefits solely by reason of your status as a Tour Crew Member. In the event you are selected you agree to provide the services described herein in a professional manner, in accordance with any policies and procedures communicated to you by Pound. Pound will use best efforts to notify you, via e-mail, of any Event for which you have been selected at least seventy-two (72) hours prior to the start time of such Event. You shall have sole discretion to either accept or reject a request to participate in an Event as a Tour Crew Member. Unless otherwise specified by Pound personnel, you will have twenty-four (24) hours from receipt of your selection to confirm your attendance or notify Pound that you decline to attend. The foregoing authorization is on a limited, non-exclusive, non-transferable and non-sublicensable basis. In the event your status as a Tour Crew Member or a Pound Pro (e.g., certified instructor) is terminated or lapses, you shall no longer be a Tour Crew Member or Pound Pro and shall therefore be precluded from providing the services described herein. Nonetheless, your status as a Tour Crew Member may be reinstated by following the procedures communicated to you by Pound, which may include, without limitation, renewing your certification as a Pound Pro (e.g. completion of a new Pound Pro Training course) and/or payment of a recertification fee as determined by Pound in its sole discretion. To maintain your Tour Crew Member status, you may be required to engage in continuing education workshops, online tools or other requirements as communicated to you by Pound from time to time.
- 5. Compensation.** For each Event that you attend and provide the services described above, Pound agrees to pay you the then current rate for such Event within thirty (30) business days of the conclusion of the Event. The Event pay rate will be agreed upon in writing (email suffice) at the time that the Event is assigned. In addition to the foregoing amounts, Pound will pay for or reimburse you for (in its sole discretion) reasonable travel costs in excess of fifty (50) miles from your home, including without limitation (i) round-trip coach/economy class airfare, (ii) hotel/lodging, (iii) reasonable transportation costs to and from the airport at the Event destination, and (iv) a sixty-dollar (\$60) per diem allowance. Referral Bonuses will be paid by the end of the month following the end of each calendar quarter.
- 6. Restrictions.** You acknowledge that Classes must be taught using official Pound Ripstix and products ("Authorized Products") and that only Authorized Products may be used to teach the Classes and lead Pound Workouts at any Event. Authorized Product held by you shall be used exclusively for participation in the Events as requested by Pound and no other use of such product may be made. You agree to teach and lead only Pound authorized routines during the Events, and no other type of workouts *may* be offered, integrated, performed or taught during Events. You acknowledge that the minimum age to be a Tour Crew Member is eighteen (18) years or age, or older, and as such, you represent you are at least eighteen (18) years of age. Neither you nor any of your agents or employees shall pass on, any express or implied warranty on behalf of Pound to any third-parties. You agree to always maintain a subscription the Pound Label during the Term, including payment of any applicable fees associated therewith. You agree and acknowledge that during the Term you are prohibited from taking or engaging in any of

the following activities: (i) teaching Classes or leading Pound Workouts at any location or event other than as specifically requested by Pound, (ii) developing, promoting, teaching or working for any Competing Program (defined hereafter), and (iii) holding any trainings or Classes to certify others as a Pound Pro, except as expressly authorized and requested by Pound. "Competing Program" shall mean any workout or fitness routine or system combining elements of fitness and music while specifically utilizing drumsticks or a substantially similar tool. You acknowledge that, as a Tour Crew Member, you will be provided with and have access to Pound's proprietary and confidential information (e.g., compilation of choreography, routines, workouts, and information designated as such by Pound or that you should reasonably recognize as confidential information) and you hereby agree not to disseminate or disclose such information publicly or to any third party, except in a manner expressly authorized by Pound and evidenced in a written document (e-mail suffices). You represent and warrant that you have agreed to and executed a Pound Instructor Consent and Liability Waiver prior to or simultaneously with execution of this Agreement. While you are a Tour Crew Member, you agree, from time to time, at Pound's sole discretion, to execute an updated version of the Pound Instructor Consent and Liability Waiver should Pound make such a request. Pound may institute additional restrictions and policies (as applicable to all Tour Crew Members) that shall be applicable to you upon ten (10) days notice to you. Notwithstanding the foregoing, nothing contained in this Agreement shall modify or alter the terms of your Instructor Agreement as to the subject matter thereof, and such Instructor Agreement shall continue to govern your teaching of Classes at Pound Venues other than Events Pound has requested your services for as a Tour Crew Member in accordance with this Agreement.

7. **Pound Marks.** Subject to the terms and conditions of this Agreement, during the Term, Pound grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, non-delegable, and non-sublicensable license to use the Pound name, trademarks, trade names, service marks or logos (collectively "Pound Marks") solely in the manner set forth the Pound Usage Guidelines (as updated by Pound from time to time) in connection with the marketing, advertising and promotion of the Events and/or Pound. Any other use is subject to Pound's express prior written consent. Nothing herein in any way shall give you any right, title or interest in or to the Pound Marks (or any portion thereof). Pound Marks may not be used by you unaccompanied by your legal or business name (e.g., the use of the Pound Marks as part of the formal or registered name of a legal entity or doing business as name). You shall not use the Pound Marks in connection with any activity that is illegal or that defames or ridicules Pound, its founders, members, managers, officers, employees, agents, sponsors, licensors, or licensees, or each of their products or services.

8. **Term.** The term of this Agreement shall be for a period of one (1) year from the effective date indicated on the signature page to this Agreement (the "Initial Term"). Thereafter, the term shall automatically renew for successive one (1) year periods (each a "Renewal Term", which collectively with the Initial Term is referred to herein as the "Term") unless notice is given by either Party of an intention not renew the Agreement thirty (30) days prior to the expiration of the current term. This Agreement may be terminated before the end of the Term by either party at anytime, and for any reason, by providing thirty (30) days notice to the other Party. You agree to return any Pound confidential or proprietary information, including without limitation any and all Pound marketing and promotional materials, and all copies and electronic files of the same that may exist upon request or termination hereof. Sections 4 through 9, together with any payment obligations shall survive termination or expiration of this Agreement.

9. **Tour Crew Member Responsibility.** You hereby agree to indemnify, defend, protect and hold Pound and its officers, directors, managers, members, employees, instructors, contractors and affiliates (collectively, all such parties including Pound are referred to herein as the "Indemnified Parties") harmless from any and all claims, demands, judgments, costs or any other liability, including reasonable attorney's fees and costs that Pound may incur as a result of or arising from (a) your status as a Pound Pro or Tour Crew Member, (b) your use of the Pound Marks, (c) your teaching or leading of the Classes and Pound Workouts, (d) your appearance, activities and actions at any Event, (e) your breach of any representation or covenant in this Agreement, or (f) based on any injury, death, disability, loss or damage described herein, which involves your acts or omissions. You hereby agree to release and forever discharge the Indemnified Parties from any and all claims, actions, damages, liability, costs, expenses, and attorneys' fees which are related to, arise out of, or are in any way connected to your activities during any Event as a Tour Crew Member, including without limitation your teaching of Classes or Pound Workouts, whether or not such claims, actions, damages, liability, costs, expenses, and attorney fees are caused by the acts or omissions, negligent or otherwise, of Pound or any of the Indemnified Parties or your, or anyone else's participation in the Event, Pound Workouts or Classes taught or led by you or your use of Pound Workouts provided to you by Pound Pro updates. By executing this Agreement, it is your intention to surrender and waive any rights to exercise any legal action or seek any damages against Pound and all Indemnified Parties.

10. **Disclaimer of Warranties; Limited Liability.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR ANY POLICY INCORPORATED BY REFERENCE BY THIS AGREEMENT, POUND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EVENTS, CLASSES, POUND WORKOUTS, POUND PRO CERTIFICATION, YOUR ABILITY TO FIND GAINFUL EMPLOYMENT, BE SELECTED TO ATTEND AN EVENT OR MAKE A LIVING TEACHING POUND CLASSES OR WORKOUTS, OR ANY OTHER SERVICES OR PRODUCTS PROVIDED BY POUND IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE THEREOF. POUND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, POUND WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND, LOST PROFITS OR SAVINGS, OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO

THE AGREEMENT, THE EVENTS, CLASSES, POUND WORKOUTS, OR POUND PRO CERTIFICATION EVEN IF POUND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS EXPRESSLY INDICATED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCE WILL POUND'S LIABILITY EXCEED FIFTY DOLLARS (\$50).

11. Relationship of the Parties. 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. You maintain the sole discretion to attend Events to which you are invited. You agree to accept exclusive liability for complying with all applicable state, local and federal laws and any and all laws of the country of your residence, as applicable, including, without limitation, obligations such as payment of taxes, social security, disability and other contributions based on the fees paid to you under this Agreement. You hereby agree to indemnify, defend, protect and hold wholly harmless the Indemnified Parties against any and all such taxes or contributions, including penalties and interest.

12. Miscellaneous. This Agreement will be governed by and construed in accordance with the internal laws of the State of California. By executing this Agreement you expressly consent to the personal jurisdiction of the courts located in Orange County, California, for any lawsuit arising from or related to the Events, Pound Workouts, Classes, training or your status as a Pound Pro or Tour Crew Member referred to herein. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. You agree that you may not assign this Agreement nor grant, assign, delegate, sublicense or otherwise transfer any rights under this Agreement to any third party. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. This Agreement sets forth the entire understanding, and agreement of the Parties, and supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties, as to the subject matter thereof. This Agreement may be changed only by a writing signed by both you and Pound. In order to bind the Parties to this Agreement, you and a duly authorized representative of Pound have signed their names below on the dates indicated. This Agreement may be executed in one or more counterparts, each of which shall be an original, but when taken together shall constitute one and the same agreement. This Agreement shall be binding on both Parties when signed on behalf of each Party and delivered to the other Party (which delivery may be accomplished by facsimile or email transmission).

AGREED BY (INSERT NAME BELOW):		ACCEPTED BY:	
		POUND ROCKOUT WORKOUT, LLC	
SIGNATURE (BELOW)	DATE (BELOW)	SIGNATURE (BELOW) (BELOW)	DATE