

BEATUBE LICENSE AGREEMENT

This **LICENSE AGREEMENT** (this “**Agreement**”) is made by and between **Beatube**, an Israeli partnership, entity no. 558175782 having its principal place of business at Kehilat Lodge 68, Tel Aviv (“**Beatube**”), and yourself (“**Trainer**”). Each of Beatube and Trainer shall be referred herein as a “**Party**” and collectively, the “**Parties**”.

RECITALS

WHEREAS, Beatube has developed and is the exclusive owner of the Beatube method for both fitness and anaerobic activities in which each participant holds two (orange) Polyethylene (or another kind of plastic) tubes, optimized for the method (“**the Tubes**”) and performs various challenges including tapping the tubes together, on the floor, on the body, and on the tubes of the other participants – all while moving in space and in rhythm with music, combining three key elements of rhythm, movement and interaction with another person (“**the Beatube Method**”).

WHEREAS, Trainer wishes to obtain a license to the Method for the purposes of training groups and individuals in the Method, and Beatube wishes to provide such license and related services, all subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. **License; Intellectual Property Rights.**

- 1.1. Subject to full payment of the applicable fees according to Section 2 and subject to the terms and conditions of this Agreement, Beatube hereby grants Trainer a limited, revocable, non-exclusive, non-transferable, license to (i) train and instruct individuals and groups in the Beatube Method only in the common and commercial framework of lessons and/or classes. It is hereby clarified that trainer shall not participate, in his capacity as a Beatube trainer, in any indoors and outdoors events and shall not offer or sell Beatube trainings as an attraction or activity in such events; (ii) subscribe to the Beatube website that allows access to Beatube updated exercises and routines; (iii) use the Beatube[®] registered name and logo in his/its commercial advertising; (iv) personal instruction, professional support and training related consultancy by Beatube consultants (the “**License**”).
- 1.2. The License shall not be considered to grant Trainer any exclusive right to use the Beatube Method, and shall not prevent Beatube from entering into agreements with any third party. Beatube, in its sole discretion, may grant any third party similar or identical rights as provided under this Agreement, provided that Trainer's Confidential Information (as such term is defined below) is not disclosed or transmitted to any third party.
- 1.3. Beatube retains all right, title and interest in and to the Beatube Method, the Beatube[®] registered name and logo, and any other intellectual property rights therein or thereto. This Agreement does not convey to Trainer an interest in or to the Beatube Method but only a limited revocable right to use the Beatube Method in accordance with the terms of this Agreement.
- 1.4. Except as expressly permitted herein, without the prior written consent of Beatube, Trainer may not and shall not allow any other third party to, directly or indirectly (i) sell, resell, license (or sub-license), lease, assign, transfer, pledge, or share Trainer's rights under this Agreement with or to anyone else; (ii) use or disclose any information from the Method that may constitute a trade secret of Beatube; (iii) copy, modify, disassemble, decompile, or recompile, derive, or attempt to derive, alter the Beatube Method and/or use the Beatube Method to develop a competing service or product; (iv) remove or alter the Beatube[®] registered name and logo, Beatube's copyright, trademarks, service marks, and other distinctive brand features and notices; (v) use the Beatube Method for any illegal or immoral purpose or any other purpose which is not permitted under this Agreement.
- 1.5. To the extent Trainer provides any feedbacks, comments or suggestions to Beatube regarding the Beatube Method (“**Feedback**”), Beatube shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any Beatube current or future products or services and use such Feedback for any purpose, all without further compensation to Trainer and without its approval. Trainer warrants that such Feedback shall not be regarded to be Confidential Information. Trainer further warrants that such Feedback is not subject to any license terms that would purport to require Beatube to comply with any additional obligations with respect to any Beatube current or future products or services that incorporate any Feedback.

2. **Consideration.**

- 2.1. The consideration for the License granted hereunder and for any related services shall consist of a monthly fee of \$25 (“**Monthly Consideration**”).
- 2.2. Unless provided otherwise in writing between the Parties, Trainer shall pay the Monthly Consideration at the beginning of

each month and no later than the 5th day of each month.

- 2.3. All taxes, withholdings and duties of any kind payable with respect to the Method and related services, arising out of or in connection with this Agreement, other than taxes based on Beatube's net income, shall be exclusively borne and paid by Trainer.
- 2.4. For the avoidance of any doubt; non-compliance with this section shall be construed as a material breach of the Agreement.

3. **Updates and Support.**

- 3.1. Beatube shall make available to Trainer the Beatube data base, via the Beatube website ("**Beatube library**"). The Beatube Library includes instruction films and additional materials needed to establish Beatube workshops and Beatube lessons and exercises. Trainer shall gain access to the Beatube Library with a user name and a password to be provided to Trainer by Beatube.
- 3.2. Beatube shall make available to Trainer a support service that includes a designated support e-mail address through which Trainer can raise questions and seek consultation with regard to different aspects of the Beatube Method.
- 3.3. Beatube shall update the content of the Library at least four (4) times per year. Trainer shall gain access to all new updates available on the Beatube Library throughout the term of this License.

4. **Trainers warranties and representations**

Trainer hereby warrants and represents that:

- 4.1. He is a certified fitness or martial art trainer with actual experience of more than 12 consecutive months in training individuals and/or groups.
- 4.2. He is both capable and authorized to train individuals and/or groups with a fitness training method or with a martial art method.
- 4.3. He is unaware of any other obligation or restriction that may prevent him from acquiring this License and training according to the terms of this License.
- 4.4. Trainer further acknowledges that he shall only train in the Beatube Method using the original Tubes to be supplied by Beatube and purchased by the Trainer (to be purchased via the Beatube website). No other tubes may be used during a Beatube Method lesson, workshop or training.

5. **Indemnification**

Trainer hereby agrees defend, indemnify and hold Beatube harmless from and against any claim or suit resulting from his use in the Beatube Method including resulting the breach of any of the warranties set forth in Section 4 above, and to pay all costs, settlements, or judgments finally awarded; provided, however, that (i) Beatube shall have given Trainer a prompt written notice of such claim, suit, demand, or action; (ii) Beatube shall reasonably cooperate with the Trainer in the defense and settlement thereof at the Trainer's expense; and (iii) the Trainer shall have sole control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.

6. **Term.**

- 6.1. This Agreement enters into force and effect on the Effective Date (the signature date hereof) and continues in effect until terminated, subject to the provisions of Section 7 below (the "**Term**").

7. **Termination.**

- 7.1. Either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured (to the extent that the breach can be cured) seven (7) days after having received written notice thereof. For the avoidance of doubt, any breach of Sections 2 and 4 shall be deemed to be a material breach of this Agreement.
- 7.2. Either Party may terminate this Agreement, at any time, at its convenience by providing the other Party with no less than thirty (30) days notice of termination.
- 7.3. Upon termination or expiration of this Agreement, for any reason: (a) the License under the Agreement shall expire, and Trainer shall immediately discontinue all access and use of the Beatube Method; (b) Upon Beatube's request, Trainer shall within three (3) days certify destruction of, all full or partial marketing materials containing the Beatube name, logo and

any other reference to Beatube or the Beatube Method thereof; and (c) Trainer shall promptly pay any due and owed consideration for the License granted until the termination of the Agreement.

7.4. The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement will so survive and continue to bind the Parties.

8. **Confidentiality.**

8.1. Trainer may have access to certain non-public and/or proprietary information of Beatube, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of Beatube, whether current or future information, written or oral, and any such other information that, regardless of the manner in which it is furnished and given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the “**Confidential Information**”). Confidential Information does not include information that is (a) previously known to Trainer, free from any obligation to keep it confidential; (b) publicly disclosed by Beatube either prior to or subsequent to the receipt by the Trainer of such information; (c) independently developed by the Trainer without any access to Confidential Information, or (d) rightfully obtained from a third party lawfully in possession of Confidential Information who is not bound by confidentiality obligations to Beatube.

8.2. Trainer shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the Beatube's Confidential Information from disclosure to a third party. Trainer shall not use or disclose the Confidential Information of Beatube except as expressly permitted under this Agreement or by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of Beatube. Trainer may disclose the terms herein to his employees, advisers and representatives, on a “need to know” basis only for the purpose of complying with the terms of this Agreement, subject to a confidentiality undertaking similar to the above.

8.3. At the request of Beatube, or in the event of termination or expiration of this Agreement, the Trainer agrees to promptly destroy or permanently erase the Confidential Information.

8.4. Trainer acknowledges that a breach of the above confidentiality undertakings may lead Beatube to claim monetary damages from Trainer. In addition Beatube shall be entitled to seek injunctive or other equitable relief to remedy any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive remedy for breach of these Undertakings, but shall be in addition to any and all other rights and remedies available at law.

9. **Warranty Disclaimer.**

9.1. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BEATUBE METHOD ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE AND TRAINER HEREBY EXPRESSLY WAIVES ALL SUCH WARRANTIES. BEATUBE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES TO TRAINER OR ANY THIRD PARTY, CAUSED AS A RESULT OF THE USE OF THE BEATUBE METHOD.

9.2. BEATUBE (INCLUDING BUT NOT LIMITED TO ITS PARTNERS AND OR SHAREHOLDERS, DIRECTORS, EMPLOYEES, ADVISORS AND REPRESENTATIVES) FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, LOSS OF PROFITS, OR OTHER SIMILAR DAMAGES REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF BEATUBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

9.3. NOTWITHSTANDING THE ABOVE, AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IF BEATUBE IS FOUND TO BE LIABLE BY A FINAL JUDICIAL RULING, FOR ANY DAMAGES RESULTING FROM OR RELATING TO TRAINER'S OR ANY THIRD PARTY'S USE OF THE BEATUBE METHOD INCLUDING THE TUBES, BEATUBE'S LIABILITY TO TRAINER OR TO ANY THIRD PARTY IS LIMITED TO THE CONSIDERATION BEATUBE ACTUALLY RECEIVED FROM TRAINER HEREUNDER DURING THE

TWELVE (12) MONTH PERIOD PRECEDING THE EVENT WHICH GAVE RISE TO SUCH CLAIM. IT IS HEREBY AGREED THAT SUCH LIMITATION OF LIABILITY IS COLLECTIVE AND SHALL NOT BE REGARDED AS APPLICABLE ON A CASE-BY-CASE BASIS.

10. **Miscellaneous.** (a) Notwithstanding any confidentiality provisions herein, Beatube may identify Trainer as a user of the Beatube Method, including through the use of Trainer's trademarks, tradenames and/or logo in: (i) its promotional material, commercial campaigns and/or press releases; and (ii) create a short profile in Beatube's website, for promotional purposes; (b) this Agreement is not intended to create an employment, joint venture or partnership relationship; either Party may not create any obligation to any third party with respect to an agreement or commitment, unless so expressly authorized by the other Party in writing; (c) No failure, delay or forbearance of either Party in exercising any power or right hereunder shall in any way restrict or diminish such Party's rights and powers under this Agreement or operate as a waiver of any breach or non-performance by either Party of any of the terms or conditions hereof; (d) This Agreement shall be governed by and construed under the laws of the State of Israel without reference to principles and laws relating to the conflict of laws. The competent court of the District of Tel Aviv in the State of Israel, shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement; (e) Notices to be given or submitted by either Party to the other pursuant to this Agreement shall be in writing and shall be sent to the address for each Party set forth on the first page of this Agreement, as may be updated from time to time. Notice shall be considered effective on the actual receipt of courier service, or the day of transmission if sent by a facsimile or an email followed by a written or electronic confirmation; (f) this Agreement constitute the full and entire understanding and agreements between the Parties with respect to the subject matter hereof and supersedes any previous agreements and undertakings between the Parties; (g) Trainer may not assign its rights or obligations under this Agreement without the prior written consent of Beatube; Beatube may assign its rights and obligations under this agreement to a corporation held and controlled by the partners in the Beatube partnership (h) No change, modification, alteration or addition of or to any provision of this Agreement shall be binding unless in writing and executed by or on behalf of both Parties by a duly authorized representative.