

MBA MEMBERSHIP & LICENSE AGREEMENT

This membership and license agreement ("Agreement") is made and entered into between Masala Dance & Fitness, Inc. ("MDF"), a company organized and existing under the laws of California, and you ("Ambassador"), and shall be deemed effective as of Ambassador's enrollment date (the "Enrollment Date"); MDF and Ambassador, collectively referred to herein as the "Parties."

Whereas, MDF is the owner of the trademarks Masala Bhangra Workout®, Masala Bhangra®, Bar Bhangra®, Masala Bhangra Ambassador™, MBA™, the Masala Bhangra® logo, the MBA™ logo and variations of the logos (collectively, the "MDF Marks");



Whereas, MDF uses the MDF Marks on or in connection with educational services, including providing classes in the field of dance and exercise (the "Services"), and in connection with creating and producing merchandise, including DVDs, CDs, clothes, handbags, handscarves and other products as may be determined by MDF from time to time (the "Products").

Whereas, Ambassador has completed an official Masala Bhangra® - Ambassador Training program and desires to join the Masala Bhangra Ambassador™ ("MBA™") network and use the MDF Marks to promote the MDF Products & Services.

Now therefore, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the Parties agree as follows:

1. Grant of License.

- 1.1 MDF Marks. MDF hereby grants to Ambassador a non-exclusive, non-transferable, indivisible, and limited right and license (the "License"), without warranty, to use the MDF Marks in offering and promoting MDF Products & Services, and to indicate that Ambassador is part of the MBA network. Ambassador accepts the License, during the Term (as defined in Section 8 hereof), subject to the terms and conditions set forth herein. For purposes of this Agreement, the term MDF Marks may also include such other trademarks and logos that MDF may designate from time to time.
- 1.2 Territory. The License granted herein is not valid in any country pending registered trademark rights. Ownership of Marks. Ambassador acknowledges that MDF owns the MDF Marks and Ambassador agrees it will take no action inconsistent with such ownership and that all use of the MDF Marks by Ambassador shall inure to the benefit of and be on behalf of MDF. Ambassador agrees that nothing in this License shall give Ambassador any right, title or interest in the MDF Marks other than the right to use the MDF Marks in accordance with the License and Ambassador agrees that Ambassador shall not attack MDF's title to the MDF Marks or attack the validity of this Agreement.

2. **Permitted Use of Marks.** Ambassador agrees to use the MDF Marks only in the form and manner as set forth in this Agreement, and as otherwise prescribed from time to time by MDF, including in accordance with MDF's Trademark Usage Guide: <http://www.masaladance.com/trademark.html>. Without in any way limiting the generality of the foregoing restrictions, Ambassador's use of the MDF Marks shall be limited as follows:

2.1 Printed Materials and E-Mail.

- *Promotional Materials.* Ambassador may use the MDF Marks on flyers, posters, electronic mail and printed promotional materials whose sole purpose is to promote Ambassador's Masala Bhangra® classes, and on no other promotional materials. All use of the MDF Marks on such materials must be in the form as set forth herein and shall include a registered trademark notice, where appropriate, and shall include a legend in the following form (which should reference all of the MDF Marks being used): Masala Bhangra® and the Masala Bhangra® logos are trademarks of Masala Dance & Fitness, Inc., used under license. When using the MDF Marks in electronic mail, Ambassador shall adhere to all applicable laws governing e-mail advertising and marketing.
- *Describing Your Masala Bhangra® Class.* Ambassador shall not use the MDF Marks in combination with any other trademarks, service marks or other terms unless expressly approved in writing by MDF. For example, Ambassador shall not refer to a class using the expression Masala Bhangra with Weights or Beginner Masala Bhangra. However, Ambassador may use the MDF Marks followed by descriptive words – for example – Masala Bhangra® (followed by 20 minutes of weight training!) or Masala Bhangra® (for beginners!). Note that following words must be descriptive and not identify another brand. If MDF offers an appropriate MDF Mark for the format of class being taught, such MDF Mark must not be altered or substituted. For example, if you are not licensed in Bar Bhangra®, you may not teach Masala Bhangra® (with weighted bars).

2.2 Domain Name. Subject to MDF's prior written consent, Ambassador may use "Masala Bhangra" as part of Ambassador's domain name address for a website that promotes Ambassador's Masala Bhangra® classes. Such use will be subject to these guidelines and those in Section 3.3 below:

- *Competing Products.* Ambassador shall not sell, offer for sale, advertise or promote any goods or services on such website that competes with any MDF Products or Services, as determined in MDF's sole and absolute discretion.
- *Transfer to MDF.* In the event MDF determines, in its sole discretion, that it has a need or desire to use a particular domain name that Ambassador has registered and which includes any of the MDF Marks, in whole or in part, then at MDF's request, Ambassador shall transfer such domain name to MDF, in exchange for which MDF shall reimburse Ambassador for any reasonable out-of-pocket costs incurred in registering such domain name. MDF shall not be required to reimburse Ambassador for any costs incurred in designing Ambassador's website.
- *Identification of MBA Member(s) Website.* Ambassador(s) shall clearly identify the owner of the domain name by including their name and link to their MBA profile on [masaladance.com](http://www.masaladance.com). The link shall be incorporated on the home page and should state: This website is owned and operated by Jane Doe, a licensed Masala Bhangra Ambassador™. Please visit my profile at: <http://www.masaladance.com/Ambassador.aspx?id=99>.

2.3 Third-Party Website. Ambassador may use the MDF Marks on a third-party website (including social networking sites) which Ambassador uses to promote Ambassador's Masala Bhangra® classes under the following guidelines:

- *Trademark Notice.* All use of the MDF Marks on such website must be in the form as set forth herein and shall include a registered trademark notice, where appropriate. Each website page on which any of the MDF Marks appear shall include a legend in the following form (which

should reference all of the MDF Marks being used): Masala Bhangra® and the Masala Bhangra® logos are trademarks of Masala Dance & Fitness, Inc., used under license.

- *Link to masaladance.com.* The website shall include a prominent hyperlink on the home page to MDF's official website, www.masaladance.com.
- *Music.* Ambassador may use MDF's original compositions (including the Masala Bhangra® theme song, Masala Bhangra® beats available on all Masala Bhangra® DVDs, and such other original sound tracks that MDF may release in the future) as background music on a website that meets the requirements of this Agreement. Ambassador shall not use any other music on such website unless it has obtained an appropriate license to do so. MDF may request a copy of such license at any time.
- *Disparagement.* Ambassador shall not include any unsavory content on its website or content that MDF determines in its sole and absolute discretion dilutes, disparages, or is otherwise detrimental to the MDF Marks or the MDF brand. MDF reserves the right to require that Ambassador remove any such content from its website at any time.
- *Ownership.* To the extent applicable, Ambassador shall clearly identify that the owner of the website is not Masala Dance & Fitness, Inc.

2.4 Internet Videos. Ambassador may create promotional Internet videos of up to 2:00 minutes which feature Ambassador demonstrating a Masala Bhangra® class or Masala Bhangra® exercise routine solely for the purpose of promoting Ambassador's Masala Bhangra® classes and under the following terms and conditions:

- *Participant Releases.* Ambassador shall not include any class participants in such video unless Ambassador has obtained appropriate written releases from each such participant.
- *Title.* If Ambassador uses a title for such video, then the title should be "MASALA BHANGRA® class with Ambassador ____." Ambassador's name must be included in the title.
- *Music.* Such video may only include MDF's original compositions (including the Masala Bhangra® theme song, Masala Bhangra® beats available on all Masala Bhangra® DVDs, and such other original sound tracks that MDF may release in the future). Ambassador acknowledges that most of the musical compositions included with Ambassador's MDF materials are NOT MDF original compositions and may not be used in any videos or for any purpose other than in connection with teaching actual Masala Bhangra® classes.
- *Streaming.* Internet videos created pursuant to this paragraph may be streamed only on Ambassador's own website that complies with the terms of this Agreement or through other recognized Internet video websites such as YouTube® or Facebook®. Ambassador may not stream, publish or distribute any videos that feature a Masala Bhangra® class or that otherwise mention MDF through any other medium.
- *Disparagement.* Ambassador shall not include any content on Internet videos that dilutes, disparages, or is otherwise detrimental to the MDF Marks or the MDF brand. MDF reserves the right to have removed or require that Ambassador remove any such videos from the internet in MDF's sole and absolute discretion.

2.5 Radio and Television. Ambassador shall only be permitted to use the MDF Marks in radio or television advertising with MDF's prior written consent, which consent may be withheld in MDF's sole and absolute discretion.

- 2.6 Bona Fide News Coverage. Ambassador may promote Ambassador's Masala Bhangra® classes through live news coverage or print news media, such as newspapers and magazines, by any mainstream news organization or print publisher; provided, however, that (i) Ambassador shall inform such organization or publisher of MDF's General Guidelines for Proper Trademark Usage, and (ii) with respect to live news coverage, such coverage shall not include more than ten (10) minutes of Masala Bhangra® fitness routines without MDF's prior written consent. Ambassador shall notify MDF of any such promotion and, if possible, provide MDF with a copy of the article or the footage for such news coverage, as appropriate.
- 2.7 Sales of Genuine Masala Bhangra® Products. Ambassadors who purchase genuine MDF Products directly from MDF or an authorized distributor for resale may use the MDF Marks in accordance with this Agreement to identify and promote the retail sale of such Products.
- 2.8 Master Classes. Upon obtaining prior written consent from MDF at least thirty (30) days in advance, Ambassador may conduct Masala Bhangra® Master classes for a fee. Ambassador agrees to pay MDF twenty percent (20%) of all gross revenues generated in connection with such Master classes. For permission to use the MDF Marks in connection with Master classes, please visit the Contact Us page on www.masaladance.com.
- 2.9 Charitable Fund Raising & Community Events. Upon obtaining prior written consent from MDF at least ten (10) days in advance, Ambassador may conduct Masala Bhangra® classes in connection with fund raising activities for charitable or other worthy causes, and community events (fairs, festivals, etc.). For permission to use the MDF Marks for events or classes please visit the Contact Us page on www.masaladance.com.

3. Restricted Use of MDF Marks and other Prohibited Activities. Without limiting the restrictions that may otherwise apply to Ambassador's use of the MDF Marks, Ambassador shall not use the MDF Marks or engage in any of the following activities:

- 3.1 Use of MDF Logos and Stylized Writing. Ambassador shall not alter the form or appearance of any of the MDF logos or stylized marks, regardless of where used, including, but not limited to, the proportion, color and font.
- 3.2 Merchandise. Ambassador shall not manufacture, create or distribute any merchandise (including clothing) or other promotional items bearing any of the MDF Marks or anything similar or related to the MDF Marks, without the express written consent of MDF.
- 3.3 MBA Materials. Ambassador shall not copy, duplicate, sell, distribute or otherwise disseminate any materials Ambassador obtains by virtue of becoming a MBA member, such as, but not limited to, the Masala Bhangra® - Ambassador Training manuals, and their contents, the Masala Bhangra® theme song, Dhol Junkies CD, Masala Bhangra® beats, and any other MDF goods or products which Ambassador may receive in connection with the MBA membership. Ambassador is not permitted to play any of the Masala Bhangra® DVDs as part of a class.
- 3.4 Use of MDF Marks other than to Promote Masala Bhangra® Classes. This Agreement does not grant to Ambassador any right to use any of the MDF Marks to identify a gym, workout facility, or any other type of facility, program or product, except as expressly authorized herein, without the express prior written consent of MDF. The MDF Marks may not be used to identify a business or company.
- 3.5 Videos/Recording. Except as expressly set forth above, Ambassador may not film, record, create or stream any recordings including videos or DVD's of a Masala Bhangra® class, or which depict or otherwise imitate Masala Bhangra®/ MBA choreography or music. Masala Bhangra® fitness videos and DVDs are fully protected under the laws of copyright, and any unauthorized duplication, exhibition, distribution or other use without the express prior written consent of

MDF is strictly prohibited. In addition to constituting grounds for termination of this Agreement, copyright violators will be prosecuted to the fullest extent of the law.

4. **Quality Standards and Maintenance.** Ambassador agrees that the nature and quality of all Products & Services rendered by Ambassador under the MDF Marks shall conform to the standards set by MDF as explained during the Masala Bhangra® - Ambassador Training program (previously known as the Masala Bhangra® - Instructor Training program), as set forth in the Masala Bhangra® - Ambassador Training Manual (previously known as the Masala Bhangra® - Instructor Training Manual), and as otherwise dictated by MDF from time to time. Ambassador agrees to cooperate with MDF in facilitating MDF's control over the nature and quality of the Products & Services offered by Ambassador under the MDF Marks, to permit observation of Ambassador's classes, and to supply MDF with evidence confirming compliance with this Agreement upon request. Ambassador shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the provision of the Products & Services and the advertising therefor.
5. **Infringement Notification and Proceedings.** Ambassador agrees to promptly notify MDF if Ambassador becomes aware of any unauthorized use of the MDF Marks by a third party. MDF shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the MDF Marks and to retain the proceeds of any settlement or recovery in any such action. Ambassador agrees to cooperate with MDF in enforcing and protecting the MDF Marks.
6. **Membership/License Fees.**
 - 6.1 **Membership Fee.** Each Term, Ambassador shall pay MDF a membership fee in the amount of US \$10.00 per month, which shall be payable in a lump sum payment of \$120.00 within the first fifteen (15) days of such Term (the "MBA Membership Fee").
 - 6.2 **Modifications to Fee Provisions.** MDF reserves the right to offer discounts or other promotions that may affect the MBA Membership Fee. Additionally, the MBA Membership Fee is subject to change at any time in MDF's sole and absolute discretion. MDF reserves the right to establish, revise, modify or amend at any time its billing practices, methods and fees, including without limitation collection practices, payment practices, supplemental fees and separate fees for content or services provided on MDF's website(s). MDF shall not be required to provide specific notice, whether formal or informal, of such fee changes; however, MDF agrees to post such changes on its website, and such changes shall be specifically incorporated herein and made a part hereof. Any such fee changes shall take effect at the beginning of Ambassador's Term. In the event that Ambassador objects to any fee changes, Ambassador's sole remedy and recourse is to voluntarily cancel his/her MBA membership, in accordance with Section 9.2.
 - 6.3 **Failure to Timely Pay.** Ambassador's failure to timely make any payments due hereunder shall be deemed a material breach of this Agreement, in which case MDF may immediately terminate this Agreement, pursuant to Section 9.1.
7. **Term.** Subject to earlier termination as provided herein, (i) this Agreement will remain in effect for a period of twelve (12) months from the Enrollment Date or, where applicable, the Return Date (in either case, the "Initial Term"), and (ii) thereafter this Agreement will automatically renew for successive twelve (12) month periods (each twelve (12) month renewal period, the "Subsequent Term"; Subsequent Term and Initial Term, each a "Term").
8. **Termination.**
 - 8.1 **Breach of Terms.** MDF shall have the right to deny or cancel any or all of Ambassador's MBA membership benefits and privileges and immediately terminate this Agreement, upon written notice to Ambassador, in the event of a breach of any of the provisions hereof by Ambassador or upon taking any illegal action or other conduct deemed by MDF to be detrimental to the MDF

brand. MDF may, in its sole and absolute discretion, provide Ambassador with an opportunity to cure any breach of this Agreement prior to termination.

8.2 Cancellation ("Quitting MBA").

- Ambassador may cancel this Agreement and its membership in MBA at any time by sending written notice to MDF. If Ambassador cancels his/her MBA membership prior to expiration of the current Term, Ambassador shall pay a termination fee equal to US \$5.00 for each full month remaining in the current Term. For example, if the MBA membership is cancelled during the eighth (8) month of the Term, Ambassador shall pay MDF a termination fee equal to US \$20.00 for the four (4) remaining months in such Term. In addition to the cancellation fee, Ambassador will be subject to Section 10 of this Agreement and the additional provisions set forth below.
- Ambassador's membership and online account will remain active until the last day of the month in which Ambassador cancels its MBA membership.
- Cancellation immediately forfeits Ambassador's rights, benefits, and privileges granted under this Agreement, including any right to indicate that Ambassador is an MBA, and use of the MDF Marks, copyrights, logos, domain names, and other MDF marketing materials in connection with offering or promoting any MDF Products or Services.
- From the date of MBA membership cancellation, Ambassador will have one-year to return to MBA (such date of return referred to herein as the "Return Date"), within which time all Licenses granted herein will be automatically reactivated, without having to retake any of the Masala Bhangra® - Ambassador Training program. However, Ambassador will remain subject to the MBA Membership Fees provision in accordance with Sections 7 and 8 of this Agreement.

8.3 Termination Without Cause. Notwithstanding anything in this Agreement, MDF may cancel this Agreement and Ambassador's membership in MBA at any time, without cause, by giving Ambassador written notice of termination. Upon termination without cause prior to the expiration of the current Term, Ambassador will be reimbursed a pro-rata portion of paid Membership Fees (i.e. US \$10.00 for each full month remaining in the Term).

9. **Effect of Termination.** Upon termination of this Agreement pursuant to Section 9 herein, Ambassador shall immediately discontinue all use of the MDF Marks (including as part of a domain name) as well as any and all confusingly similar names and marks. In the event Ambassador created any unauthorized printed materials containing any of the MDF Marks, Ambassador shall immediately destroy all such printed materials. In the event Ambassador registered a domain name containing "Masala Bhangra" or any other MDF Mark, then upon MDF's request, Ambassador shall transfer such domain name to MDF. All rights in the MDF Marks and the goodwill connected therewith shall remain the property of MDF.

10. **Miscellaneous.**

10.1 Interpretation of Agreement; Enforcement. This Agreement shall be construed in accordance with the laws of the United States of America and the State of New York. The Parties agree that any legal action arising from or relating to this Agreement may be brought in a court of competent jurisdiction in New York, NY, and each party expressly waives any challenge to personal jurisdiction or venue. The prevailing party in any such action shall be entitled to recover its reasonable attorney's fees and costs. The Parties expressly waive the right to a trial by jury in any action relating to this agreement.

10.2 Modifications to Terms and Conditions. Ambassador acknowledges that the terms and conditions of this Agreement may be updated and modified from time to time at MDF's sole and absolute discretion. Such changes may be effected by MDF's posting of a change notice or a new agreement

on its website. Such modified terms shall be deemed incorporated herein and made part hereof. MDF shall make commercially reasonable efforts to notify Ambassador of all such changes prior to implementation; provided, however that the enforceability of such changes shall not be deemed contingent upon actual notification. In the event Ambassador does not agree to abide by the terms of the Agreement, as modified, Ambassador's sole remedy and recourse is to voluntarily cancel his/her MBA membership, in accordance with Section 9.2.

- 10.3 **Relationship of Parties.** The legal relationship between MDF and Ambassador shall be that of licensor and licensee. Nothing in this Agreement shall be construed as creating any partnership, joint venture, agency, franchise, sales representative or employment relationship between the Parties, nor shall MDF be deemed to be acting in a fiduciary capacity with respect to Ambassador. Ambassador shall have no authority to make or accept any offers or representations on behalf of MDF or to otherwise bind MDF in any manner. Ambassador shall not make any statements or take any actions in any media whatsoever, including, without limitation, electronic media, print media, wireless media or the worldwide web, that reasonably may contradict the relationship set forth herein, that reasonably may confuse or mislead any person regarding the nature of the relationship between MDF and Ambassador.
- 10.4 **Limitation of Liability.** Under no circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, shall MDF or any of its affiliates, employees, directors, officers, agents, vendors or suppliers be liable to Ambassador or to any other person for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with this Agreement, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if an authorized representative of MDF has been advised of or should have known of the possibility of such damages. In no event shall MDF be liable for any damages in excess of the fees paid by Ambassador pursuant to this Agreement during the twelve (12) month period preceding the date on which a claim arises.
- 10.5 **Indemnification.** Ambassador shall indemnify, defend and hold harmless MDF and any of its affiliates along with their directors, officers, employees and agents from any and all losses, liabilities, damages and expenses (including reasonable attorney's fees and costs) that they may suffer as a result of any claims, demands, actions or other proceedings made or instituted by a third party against any of them that arises out of any breach by Ambassador of any provision of this Agreement or from any other act of malfeasance or nonfeasance on the part of Ambassador.
- 10.6 **Disclaimers.** MDF makes no representations or warranties, express or implied, to Ambassador with respect to the MBA network, the MDF Services, or any Products sold through MDF (including, without limitation, warranties of fitness, merchantability, non-infringement) or any implied warranties arising out of a course of performance, dealing, or trade usage. In addition, MDF makes no representation that the operation of MDF's website will be uninterrupted or error free. While MDF will strive to provide complete, up-to-date and accurate information on its websites, MDF and its affiliates and agents do not guarantee, and shall not be responsible for, any damage or loss related to the accuracy, completeness, or timeliness of such information.
- 10.7 **Nature of MDF Services.** Ambassador acknowledges and agrees that as a result of the physical nature of Masala Bhangra® classes, Masala Bhangra® may not be safe or appropriate for everyone. Ambassador further acknowledges and agrees that any information MDF may provide to Ambassador through a MDF website or otherwise regarding health and fitness is intended solely as a general educational aid and is not a substitute for medical or healthcare advice. Ambassador further acknowledges that Ambassador has been encouraged to seek the advice of a physician or other qualified healthcare professional if Ambassador has experienced any medical condition that may affect Ambassador's ability to provide the Services. MDF and its affiliates and agents assume no responsibility for any consequence relating directly or indirectly to any action

or inaction Ambassador may take based on the information, services, or other material provided on a MDF website.

- 10.8 Notices. Any notice, request, demand or other communication required or permitted to be given hereunder may be given to any party at the addresses set forth below or as may hereafter be specified in a notice designated as a change of address under this paragraph. Any notice or request hereunder shall be given by registered or certified mail, return receipt requested, hand delivery, overnight mail, e-mail, or facsimile (confirmed by mail). Notices and requests shall be: (i) in the case of those by hand delivery, deemed to have been given when delivered to the party to whom it is addressed, (ii) in the case of those by certified mail, deemed to have been given three (3) business days after the date when deposited in the mail, (iii) in the case of those by overnight mail, deemed to have been given one (1) business day after the date when deposited with the overnight mail carrier, and (iv) in the case of e-mail or a facsimile, when confirmed.

If to MDF:
Sheila Jain, Esq.
Masala Dance & Fitness, Inc.
45 East 25th St., Suite 19, New York, NY, 10010
E-mail: sheila@masaladance.com

If to Ambassador: To the email address set forth in Ambassador's profile on the MBA Network.

- 10.9 No Waiver. MDF's failure or agreement not to enforce the strict performance of any provision of this Agreement in a given instance shall not constitute a waiver of MDF's right to subsequently enforce such provision or any other provision of this Agreement.
- 10.10 Acceptance of Terms. Ambassador's payment of fees pursuant to this Agreement constitutes Ambassador's acceptance of the terms hereof.
- 10.11 Entire Agreement. This Agreement shall supersede any other previously or simultaneously created documents, discussions or promises with which it may conflict.

To submit questions or requests regarding this Membership & License Agreement please visit the Contact Us page on www.masaladance.com.