

## RABBLE INSTRUCTOR TRAINING AGREEMENT

This TRADEMARK TRAINING AGREEMENT ["Agreement"] is made and entered into as of the date shown on the front of this Certificate by and between Join the Rabble Ltd ["Rabble"] and the training course attendee named thereon ["Trainee"].

WHEREAS, Rabble is the owner of the one-word trademark Rabble® ["Rabble®"] used on or in connection with educational services, namely, providing Rabble® fitness classes ["Services"]; events, merchandise and other services.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth, the parties agree as follows:

1. **Form of Use.** Trainee agrees to use Rabble® only in the form and manner as prescribed by Rabble, and not to use any other trademark or service mark in combination with Rabble®. Trainee shall not incorporate Rabble®, in whole or in part, in any corporate or trade name. Trainee shall have NO RIGHT to use any Rabble logos, the Rabble stylization or Rabble in connection with any domain names.
2. **Ownership of Rabble®.** Trainee acknowledges that Rabble owns Rabble® and agrees that it will take no actions inconsistent with such ownership and that all previous, present and future use of Rabble® by Trainee shall insure to the benefit of and be on behalf of Rabble. Trainee agrees that nothing in this Training shall give Trainee any right, title or interest in Rabble® other than the right to use Rabble® in accordance with this Training and Trainee agrees that it will not attack Rabble's title to Rabble®.
3. **Quality Standards.** Trainee agrees that the nature and quality of all Services rendered by Trainee in connection with Rabble® shall conform to standards set by Rabble as explained in the training sessions, the training materials, and as otherwise instructed by Rabble from time to time including at [www.joinrabble.com](http://www.joinrabble.com)
4. **Quality Maintenance.** Trainee agrees to cooperate with Rabble in facilitating Rabble's control of the quality of Services offered under Rabble®, permit observation of Trainee's classes, and supply Rabble with evidence confirming compliance with this Agreement upon request. Trainee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the Services and Rabble® Mark usage. Trainee agrees to comply with all instructions from Rabble's Legal Compliance department and Instructor Community team.
5. It is the responsibility of the Trainee to comply with data protection legislation in force at the time with respect to participants and events run by the Trainee. Data provided by the Trainee and participants in events run by the Trainee may be shared with Rabble. In this situation it is the responsibility of Rabble and such third parties that it may use to process data on its booking system to do so in accordance with such data protection legislation.
6. **Infringement Proceedings.** Trainee agrees to promptly notify Rabble if Trainee becomes aware of any unauthorized use of Rabble®. Rabble shall have the sole right and discretion to bring infringement, unfair competition or any other legal proceedings involving Rabble®.

7. Termination For Cause. Rabble shall have the right to terminate this Agreement upon ten [10] days written notice to Trainee upon breach of any of the provisions hereof by Trainee or upon taking any illegal action or conduct deemed by Rabble to be detrimental to the Rabble® brand.

8. Effect of Termination. Upon termination of this Agreement, Trainee shall immediately discontinue all use of Rabble® as well as any and all confusingly similar names and marks. In the event Trainee created any unauthorized printed materials containing Rabble®, Trainee shall immediately destroy all such printed materials. All rights in the Mark and the goodwill connected therewith shall remain the property of Rabble.

9. Interpretation of Agreement; Enforcement. This Agreement shall be construed in accordance with the law of England and Wales. The parties agree that any legal action arising from or relating to this Agreement may be brought in a court of competent jurisdiction in England, each party expressly waiving any challenge to personal jurisdiction and venue. The prevailing party in any such action shall be entitled to recover its reasonable attorney's fees and costs.

10. Acceptance of Terms. Trainee's acceptance of this certificate shall constitute Trainee's acceptance of the terms hereof. Failure to accept and be able to produce this original document during the term shall render the Agreement void.

11. Agreement to the Rabble Code of Conduct as outlined below:

#### RABBLE INSTRUCTOR TRAINING REGISTRATION PAYMENTS

By accepting these terms and conditions through the completion of your registration for a Rabble Instructor Training Course, selection of a method of payment, and your entry of your payment method information, you hereby authorize Rabble to charge the selected payment method and its associated payment account that you have specified for the registration into a Rabble Instructor Training Course. Rabble offers several methods of payment for you to register into a Rabble Instructor Training Course including, but not limited to, credit cards, debit cards, and BACS. Some methods of payment are only available in certain countries.

PayPal. PayPal™ is an alternate method for you to pay for your Rabble Instructor Training Course registration. It enables any individual or business with an email address to securely send payments online. With a PayPal account, you can choose to pay with your credit card, debit card, bank account, or PayPal account balance for any purchase you make using PayPal. Your credit card and bank numbers are never seen by Rabble.

#### LICENCE INFORMATION

Upon completion of the Instructor Training Course and payment of the monthly licence fee, participants will be eligible to join the Rabble Instructor Community. This membership allows participants to teach Rabble® classes for a lifetime as long as they remain a Rabble Instructor Community member in good standing. In addition, they will be granted a limited non-transferable licence to use Rabble® trademarks and logos, slogans, games, images and marketing materials.

Rabble Instructor Community members attending and completing a Specialty (Aqua Rabble®, Rabble® Indoor, Rabble Gold®, Rabble® Kids, Rabble Core skills & Rabble X or

any other Specialty created by Join the Rabble Ltd) Instructor Training Course will receive the corresponding 'Certificate of Completion'. This certificate and payment of the monthly licence fee grants them the right to teach the corresponding specialty Rabble classes for as long as they are a RIC member in good standing. This right cannot be transferred to any other person, company or association.

More information about RIC membership will be provided at the Instructor Training Course.

## LOCATION/DATE TRANSFERS

Your Instructor Training Course registration credits are valid for a year from the date of your original registration. If you are unable to attend your scheduled Instructor Training Course, you may place your credits on hold for up to 1 year of your original registration date. When you find an available Instructor Training Course to transfer into during this time, your existing credits may be used. If you transfer your registration to another Instructor Training Course using our online self-serve option 30 days or more before your original Instructor Training Course date, a £10.00 transfer fee will be due at the time of the transfer. For online self-serve transfers made 30 days or less from the date of your original Instructor Training Course or anytime after the date of your original Instructor Training Course, a £20.00 transfer fee will be due at the time of transfer. Your credits will be applied to the then current price of the Instructor Training Course you are transferring to. You are responsible for any difference in price between the original Instructor Training Course you had registered for and the Instructor Training Course you are transferring to. If you choose to process your transfer by phone, an additional £15.00 processing fee will be applied. After one calendar year from the date you submitted your original registration form, your ability to transfer expires and your credits shall no longer be valid. To proceed with your transfer, please log in to your Instructor Account on [joinrabble.com](http://joinrabble.com).

## CANCELLATION & RESCHEDULING POLICIES

If you are unable to attend your Instructor Training Course and cannot attend a future Instructor Training Course, you can request a refund. If you cancel your registration 30 or more days before your Instructor Training Course date, you will incur a £25.00 cancellation fee. A £75.00 cancellation fee will apply for all cancellation requests received within 29 days or less from your Instructor Training Course date or anytime after your Instructor Training Course date. Courses cancelled 14 or less days from your Instructor Training Course cannot be refunded but can be transferred to another party or postponed to another date up to 12 months from cancellation. Courses purchased with a discount or promotion code cannot be refunded. Online courses cannot be refunded or transferred after the receipt of online training material. To proceed with your cancellation, please contact [hello@joinrabble.com](mailto:hello@joinrabble.com).

Join the Rabble Ltd reserves the right to cancel and/or reschedule Instructor Training Courses at any time. Any registration fees paid by you to Join the Rabble Ltd for a cancelled Instructor Training Course will be refunded, or may be transferred in the event of rescheduling. If you cannot attend the rescheduled Instructor Training Course on its new date, you may transfer the registration fee to another Instructor Training Course or request a refund. Join the Rabble Ltd is not responsible for additional costs incurred by you relating to the cancellation or rescheduling of an Instructor Training Course (e.g. travel expenses, hotel costs, change and cancellation fees).

## INCLEMENT WEATHER POLICY

Join the Rabble Ltd, in conjunction with the Instructor Training Course host facility, will determine if an Instructor Training Course should be cancelled due to inclement weather. If an Instructor Training Course is cancelled, the participants will be notified by 8pm the evening before the Instructor Training Course. If the Instructor Training Course is not cancelled but the weather becomes severe overnight, the Rabble® Education Specialist will send an email to Instructor Training Course participants the morning of the Instructor Training Course. In any event, a participant should not take any risks to his/her safety. If the Instructor Training Course is cancelled, the Rabble® Education Specialist will contact each participant to discuss options of transfer or refund (fees will be waived). If the Instructor Training Course is not cancelled, and a participant cannot make it due to inclement weather in his/her area, the Rabble® Education Specialist will contact the participant after the Instructor Training Course to discuss options. Join the Rabble Ltd is not responsible for additional costs incurred by you relating to the cancellation or rescheduling of an Instructor Training Course due to inclement weather.

## PERSONAL INFORMATION

In order to maintain the quality and value of its Instructor Training Courses and RIC program, Join the Rabble Ltd may provide your personal information, including, but not limited to your name and email address, to third-parties solely for the purpose of them sending you surveys and questionnaires on behalf of Join the Rabble Ltd. The provision of such personal information shall be governed by the privacy policy of Join the Rabble Ltd found on [www.joinrabble.com](http://www.joinrabble.com). By registering for an Instructor Training Course, you consent to Join the Rabble Ltd providing your personal information, as described above, to such third-parties.

## AGE REQUIREMENTS

A participant must be 18 years or older to attend any Rabble Instructor Training Course. A 16 or 17 year old may attend an Instructor Training Course on his/her own, but he/she must have a letter from his/her parent or legal guardian, and both parent and child must sign a liability waiver form at the training. If you are 16 or 17 year old, please contact [hello@joinrabble.com](mailto:hello@joinrabble.com) for more information.

It is not mandatory for participants in an instructor training to have professional certifications or licences. It is the responsibility of the individual to be informed of, comply with, or obtain any regulatory, tax, fitness or education requirements, qualifications, certifications or licences needed to conduct business or teach Rabble® classes according to the laws and regulations where they conduct business or teach, or of their employer.