

SINGLE-SITE LICENSING AGREEMENT

Note: If you are ordering for more than one site location, then you will need to submit a separate order for each location.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND W.O.W. - WOMEN ONLY WORKOUT, LLC. BY CLICKING ON THE ACCEPT BUTTON BELOW, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, CLICK ON THE DECLINE BUTTON OR CLICK ON YOUR BROWSER'S BACK BUTTON TO DECLINE THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER, THE LICENSE GRANTED AND RESTRICTIONS AND LIMITATIONS RECITED HEREIN APPLY TO YOUR EMPLOYER AS WELL AS TO YOU AS A REPRESENTATIVE OF YOUR EMPLOYER. SHOULD YOU CEASE WORKING FOR YOUR EMPLOYER, YOUR EMPLOYER SHALL CONTINUE TO OPERATE UNDER THIS AGREEMENT. THIS AGREEMENT SHALL ONLY EXTEND TO THE ONE SINGLE SITE REGISTERED WITH W.O.W. - WOMEN ONLY WORKOUT, LLC DURING THE INITIAL PRODUCT PURCHASE.

W.O.W. - Women Only Workout, LLC ("W.O.W.") is engaged in the business of, among other things, marketing and distributing a new fitness program / product marketed under the trademark Safe-Chi™ which utilizes written materials and videos and is subject to patents pending (the "Product") to fitness and self defense educators. You ("Facility") provide fitness services to the general public and desire to utilize the Product at your site.

NOW THEREFORE, in consideration of the above premises and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

Grant of Rights. W.O.W. grants Facility the non-exclusive limited rights to use the Product at each site registered with W.O.W. and to use W.O.W.'s Product trademark Safe-Chi™ and copyright material in conjunction with such site usage, consistent with the terms of this Agreement. Such Product, Trademark and Copyright usage rights shall be limited to using the Product in group exercise/self defense classes, personal training sessions, and other similar on-site exercise activities, but shall not include the rights to manufacture or sell the Product, Product discs, videos of the Product (or other copyrightable formats) to third parties or the general public. The Facility shall have the right to use the Product trademark in its promotions and advertising both on-site and externally with regards to advertising the Facility's fitness services and use of the Product as provided by the rights herein (i.e. for promoting classes or attracting new members). W.O.W. reserves the right in its sole discretion to revoke or modify any rights provided to Facility in this Agreement.

Use of Product & Trademark. All rights to the Product trademark(s), Product and any derivatives or improvements therein are the sole and exclusive property of W.O.W., and all use of the trademark(s) inures to the benefit of W.O.W. All rights for the Facility to

use the Product and trademark(s) are non-exclusive, shall only be used for purposes as provided in this Agreement and shall not be transferable without W.O.W.'s written consent. This Agreement shall only extend to the use of Product and trademark(s) at one single location of the Facility as registered with W.O.W. Facility shall use the Product trademark only in the forms directed by W.O.W. and only for goods and services which meet the standards of quality laid down and approved by W.O.W. from time to time. The symbol "™" shall appear in superscript behind the Product trademark (i.e. Safe-Chi™ and Building the Power Within™), unless directed otherwise by W.O.W. Facility agrees to use the Product trademark only as a trademark(s) and not as a descriptive or generic term. Facility will not use or sell any other self defense videos substantially similar to the Product or a self defense program specifically marketing the Safe-Chi™ concepts, without express written consent of W.O.W. Facility warrants to have and to use certified fitness instructors &/or licensed physical fitness instructors &/or registered martial arts black belt in good standing for providing instructions on Product use (i.e. for group exercise) and Facility agrees to follow the guidelines provided in W.O.W.'s Teacher Curriculum (the "Instruction Manual") when using the Product or providing instruction on its proper use. Facility shall indemnify and defend W.O.W. for any injury claims that are brought against W.O.W. as a result of Facility's failure to adequately provide instruction on Product use or to follow the guidelines provided in the Instruction Manual. W.O.W. does not assume any liability for injury, loss or property damage in connection with the Product or Product programs.

General Provisions. Facility shall be construed solely as an independent party and shall not be considered, under the terms of this Agreement or otherwise, as having an employee status or the status of an agent or partner of W.O.W., and as such, neither party has nor shall have any authority to bind the other party, to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in its name. This Agreement will be governed by the laws of the State of Wisconsin, without regard to conflicts of law principles. Venue for all disputes arising under this agreement shall lie exclusively in the Superior Courts of the State of Wisconsin in Milwaukee County or the Federal District Courts of the Central District of Wisconsin as permitted by law and each party agrees not to contest the personal jurisdiction of these Courts. The prevailing party in any dispute shall receive reimbursement of reasonable, outside attorney's fees and related costs, including without limitation, any witness and expert witness fees, as well as the cost of the dispute proceedings. If any provision of this Agreement is held to be illegal, invalid or unenforceable in any jurisdiction, then the remaining portions of this Agreement shall still be legally enforceable. Headings used in this Agreement are for convenience only and have no legal significance. Any modifications to this Agreement must be in writing and signed by both parties. This Agreement is the entire Agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to such matter, which shall have no force and effect. Facility warrants and represents it has the right and authority to enter into this Agreement. Facility has entered into this Agreement without any reliance upon any promise or representation other than those expressly set forth in this Agreement.