WELCOME TO THE ZUMBA FAMILY





Dear ZIN MEMBER:

Congratulations! You've taken the most important step in your career as a Zumba[®] Instructor. It's a pleasure to welcome you to the **Zumba Instructor Network** (ZIN^{M}).

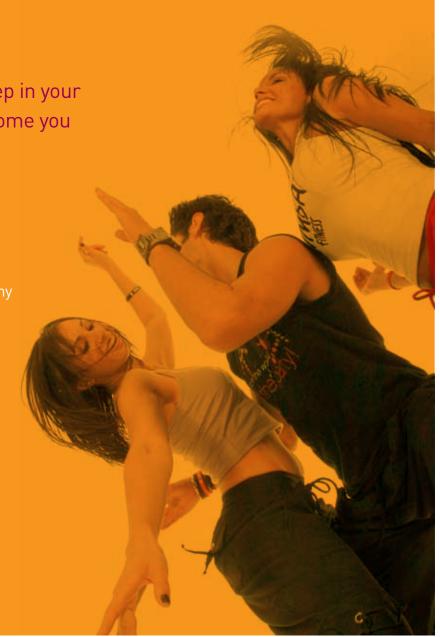
JOINING ZIN WAS AN EXCELLENT MOVE, AND IN TURN, ZIN WILL MAKE YOUR MOVES EXCELLENT!

Now you are a part of the Zumba Family. The Zumba Family is deeply connected – not by a passion for dance, but by something that is much deeper – a passion for living. See, Zumba Instructors have the philosophy of living life to its fullest. This is what sets us apart as a family, and ZIN keeps this family connected. In this family, we stick together. In this family, we grow together. In this family, we pride ourselves in the fact that we are changing the world one step, one student, and one class at a time.

This welcome kit has everything you need to get started, including instructions on how to access ZIN home (your online account), where you'll find some of the most important benefits of the ZIN program.

It is an honor to welcome you to the Zumba Family.

The Home Office





ABOUT THE ZUMBA INSTRUCTOR NETWORK (ZIN™)	3
GETTING STARTED WITH YOUR CAREER	4
GETTING STARTED TEACHING ZUMBA® CLASSES	5
WHEN TO TEACH	5
WHERE TO TEACH	5
HOW YOU WILL BE COMPENSATED	5
HOW MUCH TO CHARGE	6
SPREAD THE WORD	7
SCHM00ZE IT UP	7
TALK IT UPPublicize and educate	7
SHAKE IT UP Offer a Zumba® demo class	8
KEEP IT UP	8
SHOW IT OFF Carry the Zumba® name with pride	8
TOOLS FOR SUCCESS	9
POSTING YOUR SCHEDULE	9
ADVERTISING Use fully customizable professional marketing materials	1(
SHOPPING FOR ZUMBAWEAR™ MERCHANDISE Obtain special discounts	
THE ONLINE FORUM	10
MORE GREAT TOOLS	10
ADDITIONAL INFORMATION	11
FAQS	12
GENERAL GUIDELINES FOR PROPER TRADEMARK USE	13
ZIN™ MEMBERSHIP AND LICENSE AGREEMENT	15

ABOUT THE **ZUMBA**INSTRUCTOR NETWORK



The Zumba Instructor Network (ZIN™) is a Career Development System exclusively for Zumba Instructors. By becoming a ZIN Member you are now a part of the Zumba Family. You can share your journey with a network of tens of thousands of instructors worldwide and you can count on an army of peers.

Included in this Welcome Kit are two more perks:

Zumba Fitness Essential Tracks CD and Zumba Fitness Promotional Video DVD.

AS PART OF YOUR MEMBERSHIP YOU WILL:

- Receive a ZIN music CD and choreography DVD every other month¹.
- Receive bonus material every other month, such as a Mega Mix CD or a Special Edition DVD¹.
- Receive the ZIN Newsletter every month with updates on jobs, music, marketing, events and more! You will also be able to access the ZIN Newsletter Archive where you can find previous newsletters.
- Post your information online.
 This way, facility owners looking to hire
 Zumba Instructors will be able to find and contact you.
- Post your schedule online.
 This makes it easy for students looking for Zumba classes in your area to find you, so your classes stay full.
- Access the online ZIN Print Shop.
 An entire library of professional marketing materials, including business cards, posters, punch cards and more, is at your fingertips. All are customizable, so you can simply personalize them, and have them delivered right to your doorstep.²
- Get special discounts on Zumbawear[™] merchandise, all other ZIN Shop merchandise, and Instructor Trainings.
 These are automatically applied to your account. (Make sure you are logged in.)

- Get even more discounts on everything from liability insurance and fitness certifications, to car rentals and office supplies.
- Access to Specialty Instructor Training Courses such as Zumba Gold[®], Zumba[®] Toning, Aqua Zumba[®] and Zumbatomic[®].
- Access ZIN tv[™] where you can view online tutorials, step review videos and lectures.
- Access detailed step-by-step choreography notes and translations which can be found online for every ZIN choreography DVD you receive.
- Spice up your choreography with ZIN Jam Sessions. Learn new choreography ideas from authorized Zumba Jammers in three-hour, \$30 choreo jams packed with popular music and great energy.
- Find peer support on the Forum. Meet other instructors, find music ideas, share tips and tricks, and get support on anything you can imagine.
- Become eligible for other business opportunities to generate extra income – such as the Zumbawear[™] Wholesale Program and others.

¹ Beginning on the first full month after you join. For example, if you joined on March 3 you will receive your first materials in April.

² Currently available in USA, Canada, Belgium, and Netherlands.

GETTING STARTED WITH YOUR CAREER

We cannot emphasize how valuable **ZIN Home** (your exclusive online account) is for your success in your Zumba career. Even if you don't consider yourself "technologically savvy," you'll find it easy to **take advantage of all the resources**.

This section explains how to access your online benefits step by step, including instructions on how to:

- 1. Create your user name and password.
- 2. Log in to your account.
- 3. Make sure your information is up to date and complete.

CREATING YOUR USER NAME AND PASSWORD

At your first Zumba Instructor Training, you were asked to create a user name and password. These were sent to you via email after registration. To start, use this information to log in to ZIN Home.

- 1. Go to zumba.com
- 2. Click on the "login" tab on the top right.
- 3. Enter your user name and password.

To change your password go to the "Change Password" link under your picture.

LOG IN TO ZIN HOME

It may take 3 to 5 business days for your online account to reflect your ZIN Member status. If five business days go by after your Instructor Training and you are still unable to access ZIN Home, or you have not received an activation email, please contact the Home Office.

MAKE SURE YOUR INFORMATION IS UP TO DATE AND COMPLETE

The first thing you should do is make sure your information is correct.
Check your Shipping and Billing addresses. These need to be accurate so you receive all your materials.

Also, make sure your email address is correct so you receive the ZIN Newsletter and other important communications. Don't worry, we won't clutter your inbox!

Click on the "Update Your Profile" or "Update Your Address" links to update your information.

OK, NOW YOU KNOW HOW TO LOG IN TO YOUR ACCOUNT AND UPDATE YOUR PROFILE. NOW WHAT?

You probably have a lot of questions. Don't worry, every successful Zumba Instructor started just like you. Luckily, those same instructors are eager to help new instructors like you get started. Start by checking out the Forum. Click the "Forum" link under the "Community" section. Go to the "Zumba Newbies" section to connect with other instructors, then start asking! Your questions will be answered in no time. Don't be surprised if you get lots of responses. There's a lot of support out there!

GETTING STARTED TEACHING ZUMBA CLASSES

The When, Where, How and How Much Part of Your Business.

WHEN TO TEACH

The only thing to fear is fear itself! You made a great decision. Now it's time to make your first big commitment: teaching your first class. When you commit to the date when you'll host your first class, you'll have the motivation to work on your Zumba routines right away. Go ahead, choose a date. The sooner you begin, the sooner you can start on your new journey!

Although it's nerve-racking, it's also extremely motivating to feel the pressure of an impending start date. Smile! Practice, practice, practice, and when your start date shows up, take a deep breath and JUMP IN!

REALITY CHECK: ARE YOU 100% READY?

First, check these items off your to do list:

 Have your ZIN Choreography DVDs playing in the background while you are getting ready for work, cooking dinner, making your bed, juggling knives... actually we take that back, please don't juggle knives while watching the DVDs!

- Listen to your ZIN Music CDs in your car or wherever you go so you can really get to know your music (no swerving to the beat while driving!).
- Take Zumba classes locally.
 Analyze the instructors. See what works for you and what doesn't.
- Get to know your Zumba Family. We may be full of ferocious energy, but we don't bite! We're all here to support each other. That's what family is for, right?! Perhaps a ZIN Member in your area can let you teach one or two songs in his or her class. This kind of breaks the ice before you step out on your own for your first full-on Zumba class.
- Use the Forum to ask for tips from other members. Don't be shy! You're among family now.

WHERE TO TEACH

You can teach a Zumba class just about anywhere in the world³. But if you get to teach on the moon, be sure to let us know – we'll be on the next spaceship to cheer you on! Actually, the most common places to teach Zumba classes include Fitness Facilities and Dance Studios.

Get creative! Make room for your Zumba class.

There are many other venues where you can teach Zumba classes.

Some ideas are:

- Community centers
- Elementary, middle, and high schools (PE classes, after school programs, etc.)
- Universities (e.g., sororities, student groups, etc.)
- Workplace gym facilities or corporate fitness groups
- Dance clubs during off-hours

- Karate studios
- Community centers
- Apartment complex clubhouses
- Restaurants during off-hours
- Unused (finished) basements of buildings
- Convention centers

HOW YOU WILL BE COMPENSATED

Show me the mo-o-o-o-n-n-ey!! Yes, by now you're probably wondering how you will get paid. Well, instructors get paid anywhere from \$0-\$100+ per class – \$0 for charitable classes and \$100+ for private classes or special events such as Master Classes. Here are some of the most common ways instructors get paid for teaching a Zumba class:

• Facility Hourly Employee – You are paid an hourly wage to teach at a gym or studio.

- Independent Contractor or **Contract Employee** – You are not officially an employee of a facility or studio. You negotiate the rate that you are paid with the facility.
- Renter or Private Classes You rent space from a facility such as a dance club, community center, etc. Your students pay you. You negotiate a rental fee that you pay the facility.

Which way is best for me?

Well, it depends on your schedule, your time, and your goals. a fitness facility requires less time and effort in marketing because the members of the However, you still have to get by providing an outstanding class that every member of the facility membership, you could have 75-

Tip: Always be on time, and always give notice if you need a substitute, at least 24 hours in advance.

Managers and directors absolutely hate it when they get notified on the same day and have to scramble to find a replacement. If possible. coordinate with the substitute vourself.

Private classes (where you rent space, charge per head, and collect the revenue) can generate a very generous profit. However, you will be 100 percent responsible for advertising and "finding" people. Just imagine, if you were to rent a space for \$40 an hour and have 30 attendees at \$6 each, you would have healthy profit of \$140 a class!

HOW MUCH TO CHARGE

wages vary widely across the country, have to do some research and find

- The most common strategy is to charge students less per class if they buy a punch card. You can find and customize punch cards
- Research vour economic area and be aware of what the market will (e.g., kickboxing classes, Jazzercise®, etc.) and find out what they are charging.

That way you can find out the average price of other classes in your area. To find out about other classes, look in the local papers, "events" publications, signs on the street, or at established studios (dance, karate, etc.).

- Go on the Forum and ask instructors in your area to share
- When you are getting started. consider offering one or more of these specials:
- \rightarrow 3-for-the-price-of-1 night
- always half price



SPREAD THE WORD

How to Promote Your Zumba® Classes.

The most important elements of creating a successful Zumba class are:

- 1. Honing your Zumba dancing skills (see "Reality check: Are you 100% ready?" on page 5).
- 2. Marketing your classes well.

For most fitness professionals, creating unique marketing pieces and program promotions is easier said than done. But, because you're a ZIN Member, you have access to all types of marketing materials. CHA-CHING!! This advantage will put you ahead of the game and assist you in launching a successful Zumba program!

It is best to begin promoting your new Zumba class three or more weeks prior to your class start date. This will allow you enough time to educate the club staff and club members about Zumba classes, and to create that contagious "buzz." Here's an overview of how to generate interest and excitement about the Zumba program at fitness facilities where you'd like to teach.

Tip: Millions of people visit **zumba.com**. Remember to post your schedule online so that they can find your classes. It is perhaps one of the easiest and most important things you can do to promote your classes. See the "Posting your Schedule" Section under "Tools for Success" on page 9.

SCHMOOZE IT UP

Get to know the Club Manager and Group Fitness Director

- Introduce yourself to the club manager if you do not know him or her already.
- Schedule a meeting with a manager and/or group fitness director.
- → Ask for their recommendations on launching a new program.
- → What was successful in the past? What was not?

- → How can they assist you in launching the program?
- → What materials and promotional avenues will they provide for you?
- → Will the club pay for any local advertising?
- Review the benefits of a Zumba class with a manager and executive staff.
- Explain why a Zumba class will benefit the club and members.
- Build excitement by playing the promotional video DVD (included in this Welcome Kit).

TALK IT UP

Publicize and educate everyone about the Zumba® Program

(Discuss these steps with the manager/director)

- Decide on a start date for your new Zumba class.
- Talk to the staff about the new program you are trained to teach.

- Play the promotional video DVD at the front desk or at any visible location.
- Provide a short description of the history of the Zumba Fitness-Party.
- Talk about the benefits of a Zumba class to everyone.
- Inform the staff about your class start date and ask them to assist you in spreading the word.
- Provide flyers to the staff and have flyers available at the front desk.
- Hang a Zumba banner in the group exercise room.
- Post a Zumba class sign-up list in the group fitness room and at the front desk.
- Inform everyone, instructors and members, about any Zumba special events coming to their region. Encourage them to attend the events!
- If you already teach at that facility:

- → Incorporate some classic
 Zumba steps into your current
 fitness class. This diffuses the
 "unknown factor" of a new
 program and enables the class
 to feel comfortable with the
 thrill of a Zumba class!
- → Play some of your Zumba music in your regular classes
- → Pass out flyers to all of your regular class attendees.
- Post your new class date and time on the Zumba website.
 Please refer to the "Posting your Schedule" section on page 9.
- Confirm the new Zumba class start date and time with the club manager, fitness director and front desk staff.
- Ask if your club will send out an email blast to its members to announce your new class date and time, and provide a short description.
- If your club has a website, confirm that your Zumba class will be listed on the site (with an ® symbol!).
- If your club has a printed schedule, make sure that your class is listed.

SHAKE IT UP Offer a Zumba® demo class

- Provide at least two Zumba demo classes (free class demonstrations) prior to the start date.
- Schedule one demo on the weekend, and one on a weekday or evening.
- If possible, host a demo class on the same day and time that your Zumba class is going to be regularly scheduled.
- Try not to schedule your demo class after a cardio dance workout.
 If possible, have it in that time slot instead.
- Be sure to advertise the demo class(es).
- Be professional; be prepared; be early!
- Hang your Zumba poster in the classroom.
- Know your Zumba choreography and music inside and out!
- Be prepared to modify your Zumba steps depending on the class level.
- Make sure you have all of your Zumba Fitness music ready to go.

- Be available before and after class to answer questions and get to know your students.
- And most of all, HAVE A BLAST!!! (After all, this is why we do what we do!)

KEEP IT UP Be persistent

Follow up, talk it up, and promote!

- Continue talking to the staff, front desk, instructors, personal trainers and members
- Continue handing out flyers to your class participants.
- Co-teach a class with another instructor and introduce some Zumba steps/songs into that class
- Make sure the following are always available at the front desk:
- → An interest sheet for members to add their contact information.
- Your telephone number and e mail address for interested members.
- → Flyers with your class date and time

Tip: Use the online marketing materials to look sharp.

- Be responsive to questions, and answer all emails and phone calls within 24 hours.
- Count on the Zumba website zumba.com — for information and support.

SHOW IT OFF Carry the Zumba® name with pride

- Your appearance is important. Look professional by wearing your Zumbawear[™] apparel at the club. You'll be surprised how many new students you attract just by placing a Zumba magnet on your car, or wearing Zumbawear apparel and accessories out and about!
- Give away Zumbawear prizes to your members.
- Keep flyers that promote your Zumba classes in your car, gym bag, etc.

TOOLS FOR **SUCCESS**

Zumba.com is your most powerful tool as a member of the Zumba Instructor Network. To access your online benefits, log in to ZIN Home. For instructions, see page 4.

Why the Zumba® home page is so important

Millions of people visit the Zumba home page, including people who take (or want to take) Zumba classes and are looking for an upcoming class in a nearby facility, and owners of facilities who are looking to hire local Zumba Instructors.

On the Zumba home page, visitors can find general information about the Zumba program, details about upcoming events and Instructor Trainings, the latest news about the Zumba program, the Shop page, and of course, your profile page and class schedule.

Maybe they have been taking Zumba classes for years and want to find a class in a city they are visiting; or maybe they have never taken a Zumba class and they are just curious to try; or maybe they own a fitness facility and want to know more about you because they might want to hire you. In any case, as a ZIN Member, you have the following advantages:

- Only ZIN Members can have Profile pages and Class Schedules posted on zumba.com.
- Only ZIN Members who have posted their schedule appear under "Find a Class."

All current instructors appear under the "Find an Instructor" tab, even non-ZIN Members. However, non-ZIN Members cannot be contacted nor can they post their class schedules. Anyone who does not appear under "Find an Instructor" is not a legal Zumba Instructor.

Why ZIN Home is so important

On the Zumba home page, you will be able to log in to ZIN Home (your online account). Once you log in, you will find support in the form of marketing (e.g., class promotion), continuing education (e.g., exclusive Instructor Training Courses), entrepreneurship opportunities (e.g., ZIN Zumbawear wholesale program), community and support (e.g., online forum), and much more.

Below are instructions on how to use these resources.

POSTING YOUR SCHEDULE

The Class Locator allows potential clients to find you when searching for classes in their area. They can view your schedule and contact you directly. The Class Locator also attracts

facilities and studios looking for instructors, and is therefore an excellent marketing tool!

- To take advantage of this benefit, go to zumba.com.
- Type in your user name and password to go to ZIN Home.
- Click on the "Manage Classes" or "Manage Locations" links under the "ZIN tools" section.

Once you have added your classes, your Class Schedule will be available to all potential clients and employers at zumba.com. Please note that only ZIN Members have access to Add Classes and to have their schedules available.

Non-ZIN Members only have their names listed.

Tip: Tell us how you feel. More website features are added as we hear back from you via the "Contact Home Office" section of our website, and ZIN surveys.

ADVERTISING Use fully customizable professional marketing materials

Take advantage of the fully customizable marketing materials available to ZIN Members. These marketing materials are available online by logging in to ZIN Home.

- To take advantage of this benefit, go to zumba.com
- Type in your user name and password to go to ZIN Home.
- Click on the "ZIN Print Shop" link under the "Marketing" section.

Customize everything from business cards to class punch cards to posters to flyers so they target your specific marketing needs.

SHOPPING FOR ZUMBAWEAR™ MERCHANDISE Obtain special discounts

Zumbawear™ is Zumba Fitness' clothing line that is inspired

by and created for all Zumba Instructors and students around the world who enjoy the thrill of the Zumba lifestyle! One of the benefits of being a ZIN Member is getting amazing discounts on all of the Zumbawear products and having access to exclusive, ZIN-only products. Getting the discounts is easy; just log in to your online account, go to the Shop page and see all the great deals!

- To take advantage of this benefit, go to zumba.com.
- Type in your user name and password to go to ZIN Home.
- Click on the "Shop" link under the "Marketing" section.

Profit from the special discounts on Zumbawear merchandise by reselling these items to your students. For highly entrepreneurial ZIN Members, Zumbawear also offers a Wholesale Program with exclusive products that are sold in bulk. For more information click on the "ZIN Zumbawear Wholesale Program" link under the "Entrepreneurship" section.

THE ONLINE FORUM Share tips and information

Don't miss the opportunity to connect with other ZIN Members through the ZIN Community Forum, your online social network.

- To take advantage of this benefit, go to zumba.com.
- Type in your user name and password to go to ZIN Home.
- Click on the "Forum" link under the "Community" section.
- Click on the section that best describes what you are looking for. A good place to start is the "Zumba Newbies" section.

MORE GREAT TOOLS On ZIN Home, you'll also find:

- The ZIN Newsletter
- Choreography Notes (with music lyric summaries in English)
- Discounts and Resources
- ZINtvTM

You'll also be able to:

- Update your profile
- Update your credit card info
- Change your password
- Print your Zumba Instructor Status Card

⁴ You are able to post classes which you are currently licensed to teach

ADDITIONAL INFORMATION

Here is some additional informational regarding your ZIN Membership, billing and cancellations.



- The ZIN Membership has a monthly cost of \$30. For your convenience, we will automatically charge your credit card on the third week of the month.
- The ZIN Membership has a six-month minimum. After the first six months, your membership is automatically renewed unless you contact the Home Office to cancel it.
- If there are any changes in your credit card information, or shipping or billing addresses, please be sure to log in to your account and update it. If we do not have the correct information, the Home Office will not be able to ship your materials on time and your account might be put on hold.

 If you find you need to cancel your ZIN Membership, please contact the Home Office via the support section of the website.

Remember to keep your contact information updated on your profile. This will make it easier for potential students and employers to reach you and increase your popularity. Zumba Fitness does not share your email address with anyone. Potential students contact you through a secure online form and you receive it in your email.

FAQs

This section answers **Frequently Asked Questions** from ZIN Members. If you have additional questions, you can get many helpful answers from other instructors on the Forum. And remember, **you can always contact us** via our website.

How do I get up to 50 percent off future Instructor Training Courses?

In order to enjoy the huge discounts, you must be logged into your ZIN Member online account with your user name and password. Once you are logged in, click on the "Instructor Training" link under the "Continuing Education" section. You will be directed to a page with your discounts automatically applied. Please note: If you are not logged in, the system will not recognize your ZIN Member status.

How do I make sure my shipping and billing information is correct?

Once you log in, click on the "Update Your Address" link under your picture.

When will I receive my choreography DVD and music CD?

You will automatically receive your DVD/CD set in the mail every other month⁵, on even numbered months (e.g., 2: February, 4: April, 6: June, etc). All DVD/CD sets are mailed out at the beginning of the month; however, shipping time will vary depending on geographic location and the mail service in that region. You can make sure that your DVD/CD set is sent to the correct address by keeping your shipping and billing information up to date (see instructions on page 4).

When will I receive my Bonus Material?

You will automatically receive Bonus Material in the mail every other month⁵, on odd numbered months (e.g., 1: January, 3: March, 5: May, etc). The Bonus Material changes at ZIN Members' request. It might be a Mega Mix CD or another tool that adds to your experience. All Bonus Materials are mailed out at the beginning of the month; however, shipping time will vary

depending on geographic location and the mail service in that region. You can make sure that your Bonus Material is sent to the correct address by keeping your mailing information up to date (see instructions on page 4).

How do I get DVD/CD sets that were released before I joined?

You may purchase the most recent DVD/CD set on the Shop the month after it has been released only. **Older sets are not available for sale.**

When will I receive the ZIN Newsletter?

You will receive a notification email when the newsletter releases every month. To access it, click on the "Newsletter" link under the "Community" section.

When is the ZIN Membership fee drafted from my account?

Your first month's draft will occur 1 to 3 days after you sign up. After that, it occurs on the third week of each month.

Beginning on the first full month after you join. For example, if you joined on March 3 you will receive your first materials in April.

GENERAL GUIDELINES FOR PROPER TRADEMARK USE

Visit **zumba.com/legal/trademark** for complete trademark usage guidelines.









ZUMBA LOGO VERTICAL

ZUMBA LOGO HORIZONTAL

ZUMBA LOGO ALTERNATE HORIZONTAL ZIN LOGO



PROMOTIONAL FLYER FRONT SIDE



PROMOTIONAL FLYER **BACK SIDE**

- 1. Do not alter the appearance of any of the Zumba marks and logos, including fonts, colors or composition.
- 2. Do not use any other words or terms in combination with the Zumba marks and logos.
- 3. Include trademark ownership notice: Zumba® and Zumba Fitness® are registered trademarks of Zumba Fitness, LLC. Used with permission.

1. Use mark as an adjective.

When used in text, the ZUMBA® trademark should be used as an adjective followed by the generic name of the applicable goods or services. A trademark is not a noun. Also, the ZUMBA trademark should appear in a different font or type than the remainder of the text.

CORRECT:

Join a ZUMBA® fitness class today.

WRONG:

Get in shape and ZUMBA today.

You can apply the following test to make sure you are using the trademark in its proper context: Would a complete thought be expressed if the trademark were omitted from the sentence?

CORRECT:

You'll love ZUMBA® fitness classes. [Note: The sentence still makes sense without the use of the trademark.]

WRONG:

You'll love ZUMBA [Here, the sentence depends on the trademark to make sense.]

2. Use the trademark distinctively.

A trademark should always be used in a manner that distinguishes it from the rest of the text.

The following formats can be used to set forth the trademark more conspicuously than the generic name.

CORRECT:

Underlined:

You'll love ZUMBA® fitness classes.

Quotation mark:

You'll love "ZUMBA®" fitness classes.

Bold face:

You'll love ZUMBA® fitness classes.

Italics:

You'll love *ZUMBA®* fitness classes.

Also, as used throughout this manual, the use of the "⊕", SM or TM symbol after the Mark is also a means of using the Mark distinctively. Use of these symbols is described further below.

3. No plural or possessive use.

Do not use the trademark in a plural or possessive form.

CORRECT:

ZUMBA® fitness classes were named "Tops" in "Fitness Today' magazine.

WRONG:

"Fitness Today" ranked ZUMBA's fitness classes number 1.

4. Not a verb.

Do not use trademarks as verbs. Trademarks are proper adjectives and should never be used as verbs.

CORRECT:

You'll love attending ZUMBA® fitness classes

WRONG:

Once you Zumba, you'll be hooked.

5. Use the mark alone.

Do not join the trademark to other words, either as one word or by means of a hyphen.

WRONG:

You'll have so much fun, you'll be part of the Zumba-mania.

6. Use proper trademark notice.

Identify the trademark as registered or unregistered. Please contact Zumba for up-to-date registration information on the status of its marks:

- (R) for a registered trademark or service mark.
- TM for an unregistered trademark.
- SM for an unregistered service mark.

7. Acknowledge the trademarks of others.

When using another company's trademark, you should acknowledge that it belongs to that company. The first letter of the product name or service should be capitalized, and the name should be followed with an asterisk that refers to a footnote identifying the owner of the mark.

Example: In its latest promotional effort, ZUMBA FITNESS DVDs were included in specially marked boxes of Kellogg's* cereals.

*KELLOGG'S is a registered trademark of The Kellogg Company.

8. Licensees should acknowledge that the marks are used under license.

Any licensee, other third party supplier or strategic partner should include the following legend at least once in connection with any advertising or promotional materials for services: ZUMBA® and the Zumba Fitness logos are trademarks of Zumba Fitness LLC, used under license.

ZUMBA INSTRUCTOR NETWORK MEMBERSHIP AND LICENSE AGREEMENT

This membership and license agreement ("Agreement") is made and entered into between Zumba Fitness, LLC ("Zumba"), and you ("Instructor"), and shall be deemed effective as of Instructor's enrollment date (the "Effective Date"). Whereas, Zumba is the owner of the following trademarks ("The Zumba Marks") including ZUMBA®, ZUMBA FITNESS®, DITCH THE WORKOUT - JOIN THE PARTY", ZIN™, the ZIN logo and variations of the following logos:











In addition Zumba is the owner of the following specialty trademarks ("Specialty Marks") including, ZUMBATOMIC®, ZUMBA GOLD®, ZUMBA® TONING, AQUA ZUMBA®, and the following logos:











Zumba uses the Zumba Marks and Specialty Marks (the Zumba Marks and Specialty Marks are collectively called the "Marks" herein] on or in connection with educational services, specifically, providing classes in the field of dance and exercise (the "Services"), and which membership marks (the "ZIN Marks") are used to indicate membership in the Zumba Instructor Network ("ZIN"); and Whereas, Instructor has completed an official Zumba® Instructor Training Workshop (the "Training") or a Specialty Training (Zumbatomic®, Zumba Gold®, Zumba®Toning, or Aqua Zumba®) and desires to become a ZIN member and use the Marks and/or Specialty Marks to promote the 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. Zumba Marks. Zumba hereby grants to Instructor a non-exclusive, nontransferable license (the "License"), without warranty, to use the Zumba Marks to promote the Services to be offered by Instructor and to indicate that Instructor is a ZIN member, and Instructor accepts the License, during the Term hereof, all subject to the terms and conditions set forth herein. For purposes of this Agreement, the term Zumba Marks may also include such other trademarks of Zumba that Zumba may designate from time to time.
- 1.2. Specialty Marks. To the extent Instructor completes a Specialty Training (Zumbatomic®, Zumba Gold®, Zumba®Toning and/or Aqua Zumba®) and remains a ZIN member in good standing, Zumba grants Instructor the corresponding specialty mark license ("Specialty Mark License") subject to the restrictions in Section 1.1 (For example, when Instructor completes the Zumbatomic® training, he/she is granted the Zumbatomic® license to teach Zumbatomic® classes).

1.3. Territory. The License granted herein is not valid in China, Taiwan, Singapore, Malaysia, Hong Kong and any country pending registered trademark rights. For more information, please visit the Contact Us page on www.zumba.com and select Legal Compliance.

2. Membership/License Fees.

- 2.1. Membership Fee. Instructor shall pay Zumba a membership fee (the "ZIN Membership Fee") in the amount of US \$30.00 per month, which shall be payable each and every month during the Termhereof, subject to the terms of subparagraph 2.2 below. Zumba reserves the right to offer discounts or other promotions that may affect the ZIN Membership Fee, Additionally, the ZIN Membership Fee is subject to change at any time in Zumba's sole and absolute discretion. Zumba 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 Zumba's website(s). Zumba shall not be required to provide specific notice, whether formal or informal, of such fee changes; however, Zumba agrees to post such changes on its website, and such changes shall be specifically incorporated herein and made a part hereof. In the event that Instructor objects to any fee changes, Instructor's sole remedy and recourse is to voluntarily cancel his/her ZIN membership and terminate this Agreement.
- 2.2. Termination. Instructor's failure to timely make any payments due hereunder shall be deemed a material breach of this Agreement, in which case Zumba may deny or cancel any or all of Instructor's ZIN membership benefits and privileges and immediately terminate this Agreement.
- 3. Ownership of Marks, Instructor acknowledges that Zumba owns the Marks and Instructor agrees it wilt take no action inconsistent with such ownership and that all use of the Marks by Instructor shall inure to the benefit of and be on behalf of Zumba. Instructor agrees that nothing in this License shall give Instructor any right, title or interest in the Marks other than the right to use the Marks in accordance with the License and Instructor agrees that Instructor shall not attack Zumba's title to the Marks or attack the validity of this Agreement.
- 4. Quality Standards. Instructor agrees that the nature and quality of all Services rendered by Instructor under the Marks shall conform to the standards set by Zumba as

explained in the official Zumba Instructor Training workshops, as set forth in the Zumba Instructor Training Manual, and as otherwise dictated by Zumba from time to time.

- 5. Quality Maintenance. Instructor agrees to cooperate with Zumba in facilitating Zumba's control over the nature and quality of the Services offered by Instructor under the Marks, to permit observation of Instructor's classes, and to supply Zumba with evidence confirming compliance with this Agreement upon request. Instructor shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the provision of the Services and the advertising therefor.
- 6. Permitted Use of Marks. Instructor agrees to use the Marks for which they have a license only in the form and manner as set forth in this Agreement, and as otherwise prescribed from time to time by Zumba, including in accordance with Zumba's Trademark Usage Guide: http://www.zumba.com/trademark/.Without in any way limiting the generality of the foregoing restrictions, Instructor's use of the Marks shall be limited as follows:
- 6.1. Printed Materials and E-Mail.
- Promotional Materials. Instructor may use the Marks on flyers, posters, electronic mail and printed promotional materials whose sole purpose is to promote Instructor's Zumba fitness classes, and on no other promotional materials. All use of the Marks on such materials must be in the formats 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 Marks being used (ie. Zumbatomic®, Zumba Gold®, Aqua Zumba®, Zumba®Toning, Zumbawear™, etc.):
 ZUMBA® and the Zumba Fitness logos are trademarks of Zumba Fitness, LLC, used under license. When using the Marks in electronic mail, Instructor shall adhere to all applicable laws governing e-mail advertising and marketing.
- Describing Your Zumba Class. Instructor shall not use the Marks in combination with any other trademarks, service marks or other terms unless expressly approved in writing by Zumba. For example, Instructor shall not refer to a class using the expression Zumba-Abs or Beginner Zumba. However, Instructor may use the Marks followed by descriptive words for example Zumba® (for beginners!). Note that following words must be descriptive and not identify another brand, for example, Zumba Spinning or Zumba Tae Bo is not permitted.

If Zumba offers an appropriate Mark for the format of class being taught, such Mark must not be altered or substituted. For example, if you are not licensed in Zumba Toning, you may not teach Zumba® (with weighted maracas), and if you are not licensed in Zumbatomic, you may not call your class Zumba® Kids, and if you are not trained in Zumba® Gold, you may not teach Zumba® Chair Workout.

 No Newsletters or Publications. Instructor may not use any of the Marks, in whole or in part, as the title of a newsletter or other printed or online publication.

- 6.2. Domain Name. Subject to Zumba's need or desire to use a particular domain name, Instructormay use "Zumba" as part of Instructor's domain name address for a website that promotes Instructor's Zumba fitness classes under these guidelines and those in Section 6.3 below:
- Competing Products. Instructor shall not sell, offer for sale, advertise or promote any goods or services on such website that compete with Zumba, or which Zumba otherwise determines, in its sole and absolute discretion, dilutes, disparages, or is otherwise detrimental to the Marks or the Zumba brand.
- Transfer to Zumba. In the event Zumba determines, in its sole discretion, that it has a need or desire to use a particular domain name that Instructor has registered and which includes the Zumba mark, in whole or in part, then at Zumba's request, Instructor shall transfer such domain name to Zumba, in exchange for which Zumba shall reimburse Instructor for any reasonable out-of-pocket costs incurred in registering such domain name. Zumba shall not be required to reimburse Instructor for any costs incurred in designing Instructor's website.
- Identification of ZIN Member(s) Website. Instructor(s) shall clearly identify the owner of the domain name by including their name and link to their ZIN profile on Zumba.com. The link shall be incorporated on the home page and should state: This website __www.zumbajam.com__ is owned and operated by Jane Doe, a licensed member of the Zumba Instructor Network. Please visit my profile at: http://278768.zumba.com/
- 6.3.Website. Instructor may use the Marks on a website (including social networking sites) which Instructor uses to promote Instructor's Zumba fitness classes under the following quidelines:
- Trademark Notice. All use of the Marks on such website must be in the formats set forth herein and shall include a registered trademark notice, where appropriate, and each website page on which any of the Marks appear shall include a legend in the following form (which should reference all of the Zumba marks being used): ZUMBA® and the Zumba Fitness logos are trademarks of Zumba Fitness, LLC, used under license. If a Specialty Mark is being used on the website, Instructor is required to include the Specialty Mark in the notice. For example: ZUMBA®, Zumbatomic®, Zumba Fitness logos are trademarks of Zumba Fitness, LLC, used under license are trademarks of Zumba Fitness, LLC, used under license.
- Link to Zumba.com. The website shall include a prominent hyperlink on the home page to Zumba'sofficial website, www.zumba.com.
- Trademark Usage. Instructor shall not use the Marks in combination with any other trademarks, service marks or other terms unless approved in writing by Zumba.
- Music. Instructor may use Zumba's original compositions (available on Zumba Fitness Original Sound track, Cardio Party,

- Party Nation, Vibe Tribe, and the Zumbatomic (Consumer Box Set) CD and such other original sound tracks that may be released in the future) as background music on a website that meets the requirements of this Agreement. Instructor shall not use any other music on such website unless it has obtained an appropriate license to do so. Zumba may request a copy of such license at any time.
- Disparagement. Instructor shall not include any unsavory content on its website or content that Zumba determines in its sole and absolute discretion dilutes, disparages, or is otherwise detrimental to the Marks or the Zumba brand. Zumba reserves the right to require that Instructor remove any such content from its website in Zumba's sole and absolute discretion.
- Ownership. Instructor shall clearly identify the owner of the website, or social networking site. (ie. it must be clear that the site is owned by Suzy Instructor, or Fitness Gymand not Zumba Fitness, LLC.)
- 6.4. Internet Videos. Instructor may create promotional Internet videos of up to 2:30 minutes each which feature Instructor demonstrating a Zumba fitness class or Zumba fitness exercise routines solely for the purpose of promoting Instructor's Zumba fitness classes and under the following terms and conditions:
- Releases. Instructor shall not include any class participants in such video unless Instructor has obtained appropriate written releases fromeach such participant.
- Title. If Instructor uses a title for such video, then the title should be "ZUMBA" fitness class with _____" or "ZUMBA" dance classwith ______." Instructor's name must be included in the title.
- Music. Such video may only include Zumba's original compositions (available on Zumba Fitness Original Sound track, Cardio Party, Party Nation, The Vibe Tribe, the Zumbatomic Consumer Box Set, and such other original sound tracks that Zumba may release in the future). Instructor acknowledges that most of the musical compositions included with Instructor's ZIN materials are NOT Zumba original compositions and may not be used in any videos or for any purpose other than in connection with teaching actual Zumba classes.
- Streaming. Internet videos created pursuant to this paragraph may be streamed only on Instructor's own website that complies with the terms of this Agreement or through other recognized Internet video websites such as YouTube® or Facebook®. Instructor may not stream, publish or distribute any videos that feature a Zumba fitness class or that otherwise mention Zumba through any other medium.
- Disparagement. Instructor shall not include any content on Internet videos that dilutes, disparages, or is otherwise detrimental to the Marks or the Zumba brand. Zumba

- reserves the right to have removed or require that Instructor remove any such videos from the internet in Zumba's sole and absolute discretion.
- Special Permission. From time to time, Zumba may grant specific written permission to post Internet Videos using the Marks for promotional purposes.
- 6.5. Radio and Television. Instructor shall only be permitted to use the Marks in radio or television advertising with Zumba's prior written consent, which consent may bewithheld in Zumba's sole and absolute discretion.
- 6.6. Bona Fide News Coverage. Instructor may promote Instructor's Zumba fitness 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) Instructor shall inform such organization or publisher of Zumba'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 Zumba fitness routines without Zumba's prior expressed written consent. Instructor shall notify Zumba of any such promotion and, if possible, provide Zumba with a copy of the article or the footage for such news coverage, as appropriate.
- 6.7. Sales of Genuine Zumba® Products. Instructors who purchase genuine Zumba products directly from Zumba or an authorized distributor for resale may use the Marks in accordance with this Agreement to identify and promote the retail sale of such products.
- 6.8. ZIN Marks. During the Term of this Agreement Instructormay use the ZIN Marks solely for the purpose of identifying Instructor as a ZIN member or ZIN instructor.
- 6.9. Charitable Fund Raising Services. Upon obtaining prior written permission from Zumba at least thirty (30) days in advance, Instructor may conduct Zumba fitness classes in connection with fund raising activities for charitable or other worthy causes under the name and mark Zumbathon®, which mark shall then be considered a Mark hereunder for such limited use. All such activities must be conducted in accordance with applicable law and Instructor shall be responsible for the handling and proper disbursement of all fundraising. Zumba reserves the right to prohibit Instructor from using Zumbathon® or the Marks in connection with any fundraising activities that Zumba determines, in its sole and absolute discretion, dilutes, disparages, or is otherwise detrimental to the Marks or the Zumba brand or is inconsistent with Zumba's business objectives or interests. For permission to use the Zumbathon® mark, please visit the Contact Us page on www.zumba.com and select Legal Compliance.
- 6.10 Events & College Classes. Pursuant to specific terms and conditions and only upon obtaining prior written permission from Zumba at least thirty (30) days

- in advance, Instructor may conduct Zumba community events (fairs, festivals, etc.) and/or offer Zumba classes for college credit (ie. As a physical education class). For permission to use the Marks for events or classes please visit the Contact Us page on www.zumba.com and select Legal Compliance.
- 7. Restricted Use of Marks and other Prohibited Activities. Without limiting the restrictions that may otherwise apply to Instructor's use of the Marks, Instructor shall not use the Marks or engage in any of the following activities:
- 7.1. Use of Zumba Logos and Stylized Writing. Instructor shall not alter the formor appearance of any of the Zumba logos or stylized marks, regardless of where used, including, but not limited to, the proportion, color and font.
- 7.2. Merchandise. Instructor shall not manufacture, create or distribute any merchandise (including clothing) or other promotional items bearing any of the Marks or anything similar or related to the Marks.
- 7.3. ZIN Materials. Instructor shall not copy, duplicate, sell, distribute or otherwise disseminate any materials Instructor obtains by virtue of becoming a ZIN member, such as, but not limited to, the ZIN Member welcome kit, and its contents, training manuals, ZIN choreography CD's and DVD's, and ZIN mega-mix CD's. Instructor is not permitted to play the ZIN DVD as part of a class.
- 7.4. Use of Marks other than to Promote Zumba Fitness Classes. Instructor acknowledges that Zumba may use (or license others to use) the Marks (and other trademarks) in connection with goods and services other than the Services. However, this Agreement does not grant to Instructor any right to use, and Instructor shall not use, any of the Marks for purposes of promoting any workshop, training, instruction, choreography session, or other activity (ie. Exhibition at convention or trade show) other than a Zumba fitness class, nor shall Instructor use any of the Marks to identify a gym, workout facility, or any other type of facility, programor product, except as expressly authorized herein, without the express prior written consent of Zumba. The Marks may not be used to identify a business or company.
- 7.5. Videos/Recording. Except as expressly set forth above, Instructor may not film, record, create or stream any recordings including videos or DVD's of Zumba class, or which depict or otherwise imitate Zumba/ZIN choreography or music. Zumba 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 Zumba 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.

- 8. Infringement Notification and Proceedings.
 Instructor agrees to promptly notify Zumba if Instructor becomes aware of any unauthorized use of the Mark by a third party. Zumba shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Mark and to retain the proceeds of any settlement or recovery in any such action. Instructor agrees to cooperate with Zumba in enforcing and protecting the Marks.
- 9. Term. The initial term of this Agreement shall be for a period of six (6) months from the Effective Date (the "Initial Term"), and shall automatically renew for indefinite successive one-month periods unless or until Instructor breaches this Agreement or cancels his/her membership in accordance with this Agreement (the "Term"). Notwithstanding the foregoing, Zumba may cancel this Agreement and Instructor's membership in ZIN at any time, with or without cause, by giving Instructor written notice of termination. Upon termination without cause, any ZIN Membership Fees paid but not used shall be returned to Instructor.
- 10. Termination For Cause. Zumba shall have the right to immediately terminate this Agreement upon written notice to Instructor in the event of a breach of any of the provisions hereof by Instructor or upon taking any illegal action or other conduct deemed by Zumba to be detrimental to the Zumba® brand. Zumba may, in its sole and absolute discretion, provide Instructor with an opportunity to cure any breach of this Agreement prior to termination.
- 11. Effect of Termination. Upon termination of this Agreement, Instructor shall immediately discontinue all use of the Marks (including as part of a domain name) as well as any and all confusingly similar names and marks. In the event Instructor created any unauthorized printed materials containing the ZUMBA mark, Instructor shall immediately destroy all such printed materials. In the event Instructor registered a domain name containing the ZUMBA mark, then upon Zumba's request, Instructor shall transfer such domain name to Zumba. All rights in the Mark and the goodwill connected therewith shall remain the property of Zumba.

12. Cancellation ("Quitting ZIN").

•Instructormay cancel this Agreement and its membership in ZIN at any time after the Initial Term. If Instructor cancels his/her ZIN membership prior to expiration of the Initial Term, Instructor shall pay a termination fee equal to US \$10.00 for each month remaining in the initial termof six (6)months. For example, if the ZIN membership is cancelled after two (2) months, Instructor shall pay Zumba a termination fee equal to US \$40.00. In addition to the monthly cancellation fee, the Instructor will still be subject to the cancellation fees set forth below.

- If Instructor cancels his/her ZIN membership, Instructor will be billed for the current month and the membership will remain active until the last day of the current month. Instructor'smembership and online account will be automatically terminated on the last day of the month.
- Cancellation immediately forfeits Instructor's rights granted under this License Agreement, including use of the Marks (including Specialty Marks), copyrights, logos, domain names, and other Zumba marketing materials. If the Instructor is still within one-year of their Zumba B1 or B2 Instructor Training, Instructor will still have a the basic limited Zumba Instructor License as indicated on the back of the B1 Certificate.
- •From the date of ZIN membership cancellation, Instructor will have one-year to return to ZIN, within which time all Licenses (Zumba Marks and Specialty Marks) will be automatically reactivated, without having to retake any the Instructor Training for the same.
- 13. Interpretation of Agreement; Enforcement.
 This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. The parties agree that any legal action arising from or relating to this Agreement may be brought in a court of competent jurisdiction in Broward County, Florida, 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.
- 14. Modifications to Terms and Conditions, Instructor acknowledges that the terms and conditions of this Agreement may be updated and modified from time to time at Zumba's sole and absolute discretion. Such changes may be effected by Zumba'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. Zumba shall make commercially reasonable efforts to notify Instructor 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 Instructor does not agree to abide by the terms of the Agreement, as modified, Instructor's sole remedy and recourse shall be to terminate this Agreement.
- 15. Relationship of Parties. The legal relationship between Zumba and Instructor 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 Zumba be deemed to be acting in a fiduciary capacity with respect to Instructor. Instructor shall have no authority to make or accept any offers or representations on behalf Zumba or to otherwise bind Zumba in any manner. Instructor shall not make any

statements or take an 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 Zumba and Instructor.

- 16. Limitation of Liability. Under no circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, shall Zumba or any of its affiliates, employees, directors, officers, agents, vendors or suppliers be liable to Instructor 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 Zumba has been advised of or should have known of the possibility of such damages. In no event shall Zumba be liable for any damages in excess of the fees paid by Instructor pursuant to this Agreement during the sixmonth period preceding the date on which a claimarises.
- 17. Indemnification. Instructor shall indemnify, defend and hold harmless Zumba 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 instructor of any provision of this Agreement or from any other act of malfeasance or nonfeasance on the part of Instructor.
- 18. Disclaimers. Zumba makes no representations or warranties, express or implied, to Instructor with respect to ZIN, the Zumba Services, or any products sold through ZIN (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, Zumba makes no representation that the operation of Zumba's website will be uninterrupted or error-free. As such, Zumba shall not be liable for the consequences of any interruptions or errors, although Zumba agrees to make commercially reasonable efforts to correct errors or interruptions promptly.
- 19. Nature of ZUMBA Services. Instructor acknowledges and agrees that as a result of the physical nature of Zumba fitness classes, Zumba fitness may not be safe or appropriate for everyone. Instructor further acknowledges and agrees that any information Zumba may provide to Instructor through a Zumba 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. Instructor further acknowledges that Instructor has been encouraged to seek the advice of a physician or other qualified healthcare professional if Instructor has experienced any medical condition that may affect Instructor's ability to provide the Services. Zumba and its affiliates and agents assume no responsibility for any consequence relating directly or indirectly to any action or in action Instructor may take based on the information, services, or other material provided on a Zumba website. While Zumba will strive to provide complete, up-to-date and accurate information on its websites, Zumba 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.

20. Notices. Any notice, request, demand or other communication required or permitted to be given hereundermay 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 certifiedmail. return receipt requested, hand delivery, overnightmail, e-mail, or facsimile (confirmed bymail). 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 whomit is addressed, (ii) in the case of those by certifiedmail, deemed to have been given three (3) business days after the datewhen deposited in themail, (iii) in the case of those by overnightmail, deemed to have been given one (1) business day after the date when deposited with the overnightmail carrier, and (iv) in the case of e-mail or a facsimile, when confirmed.

If to Zumba:

Alberto Aghion, President Zumba Fitness, LLC Tel: 954-925-3755 E-mail: info@zumba.com

If to Instructor: To the email address set forth in Instructor's ZIN Registration Form.

- 21. No Waiver. Zumba'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 Zumba's right to subsequently enforce such provision or any other provision of this Agreement.
- 22. Acceptance of Terms. Instructor's payment of fees pursuant to this Agreement constitutes Instructor's acceptance of the terms hereof.
- 23. Entire Agreement. This Agreement shall supersede any other previously or simultaneously created documents, discussions or promises with which itmay conflict.

To submit questions or requests regarding this Membership & License Agreement please visit the Contact Us page on www.zumba.com and select Legal Compliance.

zumba.com