

# Instructor Agreement – House of Workouts



The parties House of Workouts in Voorburg and the instructor agree as follows:

## 1. Introduction

1.1 The instructor acknowledges that House of Workouts has the exclusive right to the movements to music of the license program developed by House of Workouts (XCORE®/BRN®/LXR®/ScptCycle®) with the official materials (XCO-Trainer®, BRN®/ScptCycle® tubes or LXR® bag). To ensure the quality and continuity of the license program and to meet the requirements of the license program, the license is only granted to selected fitness/sports centers or related companies. Only House of Workouts has the right to provide training, workshops, courses, seminars, and workouts of the license program.

The license program may only be taught by trained and authorized certified instructors of the license program. Basic competencies (counting, cueing, working with choreography, etc.) must be successfully acquired through relevant prior training or experience in teaching group classes to music to follow the basic training.

## 2. Obligations of the Authorized Instructor

2.1 Considering the above, the instructor is only allowed to give lessons of the license program in fitness/sports centers or related companies that have been granted a license by House of Workouts to give these lessons.

2.2 The instructor is authorized if he/she has fully completed the basic training (XCORE®/BRN®/LXR®/ScptCycle®) and has positively completed the certification. The assessment and certificate remain valid indefinitely, provided the instructor follows sufficient continuing education per calendar year (see 2.3).

2.3 The instructor is obliged to attend at least 3 out of 4 quarterly training sessions of the license program per calendar year. This is to ensure the quality and continuity of the license program.

2.4 The instructor teaches exclusively according to the training modules of the license program. It is strictly forbidden to teach a variant similar to or derived from the license program at licensed fitness/sports centers or related companies.

2.5 It is forbidden to reproduce, copy, or otherwise transfer license program materials or knowledge to a third party without the written permission of House of Workouts. License program materials are: choreographies, audio and video materials, manuals, and logos. Visual materials of the license program may only be used with original materials and may not be altered or adapted. It is forbidden to teach training modules of the license program to other instructors. Every instructor who teaches the license program to consumers has completed an official training of the license program and attends the quarterly training sessions as mentioned in 2.3.

2.6 The instructor is not allowed to teach the license program provided by House of Workouts to a fitness/sports center or related company that is not a Certified Training Center and does not have a license for the House of Workouts license program, except with written permission from House of Workouts. If the instructor teaches the license program to a sports/fitness center or related company without a House of Workouts license, the instructor's authorization will be immediately revoked.

2.7 After the termination of authorization, the instructor may no longer teach using license program materials. Authorization to teach the license program can be revoked if the above criteria are not met, and non-compliance with this contract may result in a fine of €2,500 to the instructor as a natural person.

2.8 The instructor must always handle the XCO-Trainer®, BRN®/ScptCycle® tubes, or LXR® bag in a responsible and safe manner for the safety of both the instructor and the immediate environment consisting of the training space and the people present in this space. House of Workouts is not responsible for damage caused to third parties or objects.

2.9 The instructor agrees that photos may be taken during teaching or training/education that can be used for Social Media or other promotional purposes.

2.10 The costs for using the app, receiving a new release per quarter, and quarterly training together amounting to €44.95 excluding VAT will be invoiced quarterly. This is subject to a payment obligation within 14 days. If payment is not made, the instructor's authorization will be immediately revoked. The fee will be adjusted annually on January 1st of each year according to the CBS Consumer Price Index. It is also possible for the fitness/sports center to cover these costs for the instructor.

2.11 The instructor is obliged to report to House of Workouts at which fitness centers the House of Workouts license program is taught and is therefore responsible for verifying whether the license has been granted to these fitness centers by House of Workouts.

## 3. Signing

3.1 Pursuant to its exclusive license granted by House of Workouts for the license program, House of Workouts grants the instructor permission to teach lessons in the license program under the above conditions.

*Signed on behalf of House of Workouts*