



Dear Dance Instructor and Licensee:

This letter constitutes an agreement (the “**Agreement**”) entered into between you and LaBlast Holdings, LLC, a Utah limited liability company (“**Company**”), whose address for notice purposes is c/o Hannig Law, 990 Industrial Road, Suite 207, San Carlos, CA 94070, Attention: Ted J. Hannig, with regard to Company’s trade secrets and certain confidential and/or proprietary information of Company that you will obtain or to which you will otherwise have access, and that you have obtained or to which you have otherwise had access, as a result of your training with Company (hereinafter referred to as your “**Training**”).

As used herein, “**Confidential Information**” shall mean any and all information, documents, data, e-mails, voicemails, transmissions and/or other materials that are not generally available to the public concerning or pertaining to your Training, Company, Company’s products, programs, business plans, agreements, clients, customers, licensees, designs, accounting statements, technology and/or practices and such other products and materials or workings of Company that are confidential or proprietary. Without limiting the foregoing, Confidential Information shall be deemed to include: (i) information marked confidential, if conveyed in writing; (ii) information identified orally as confidential, if conveyed orally; (iii) information that a reasonable person under similar circumstances would know or ought to suspect was confidential; (iv) your Training and any dance patterns and choreographies in connection therewith; (v) Company’s “Instructor’s Manual” and accompanying materials including any DVDs, protected choreographies and CDs (collectively, the “**Manual**”); (vi) any amendments to the Manual; and (vii) any other printed, audio, visual or audiovisual materials provided to you by Company.

In consideration of the mutual warranties, representations and covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by you, you agree that at all times and notwithstanding any termination or expiration of this Agreement you will hold in strict confidence and not disclose any Confidential Information to any third party, except as approved in advance in writing by Company, and will use the Confidential Information for no purpose other than in connection with your Training. Confidential Information shall not be reproduced in any form unless authorized in writing by Company in each instance. Any reproduction of any Confidential Information shall remain the property of Company and shall contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by Company.

Company shall provide to you one (1) copy of the Manual in connection with your Training. You are solely responsible for this copy of the Manual and your copy is not to be copied, lent or distributed to any third party in any manner without the express written consent of Company in each instance. Without limiting any of your obligations with respect to the Confidential Information, you shall protect the secrecy of the contents of the Manual, and shall not make, or cause or allow to be made, any copies or reproductions of all or any portion of the Manual without Company’s express prior written consent in each instance. The Manual may not be used for any purpose other than in direct and lawful association with Company and for the benefit of Company. In any dispute as to the contents of the Manual, the terms contained in Company’s master copy of the Manual maintained at Company’s office is controlling.

Upon Company’s request or the earlier completion of your Training, you shall promptly return to Company all documents, notes and other tangible materials representing the



Confidential Information including, without limitation, the Manual, and all copies and partial copies thereof.

You warrant and represent that you will only teach those dances and choreographies at the level in which you have received training from an accredited “LaBlast Master Trainer” and that you will not utilize any Confidential Information in teaching any other dance fitness programs. In the event that you intentionally or unintentionally use any Confidential Information (e.g. dance patterns) in connection with another unrelated dance fitness program, you will not pass off that Confidential Information as belonging to anyone other than Company and you will always properly attribute that information and material to Company.

With respect to Company’s online instructor forum (the “**Forum**”), you warrant and represent that you, and anyone participating in the Forum on your behalf, will post in a responsible and professional manner and that any words, material and/or images that can be considered offensive, obscene, vulgar, unpleasant or unsuitable by any reasonable person shall not be included in any post or reply. For the forum to be constructive, you, and all participants on your behalf, shall be polite and considerate and shall practice civility, assume good faith and apply common sense.

If the foregoing correctly reflects your understanding and agreement with Company, please so indicate by signing in the space provided below.

LaBlast Holdings, LLC

By: _____
An authorized signatory

AGREED TO AND ACCEPTED BY:

Print Name: _____

Address: _____

Email: _____