

LATINIX (Pty) Ltd.

TRADE MARK POLICY

1. INTRODUCTION

The trade mark Latinix™ and any other marks, logos, designs, symbols, signs, insignia, emblems, logos, slogans used in connection with such trade mark ("**Trade Marks**") are the property of Latinix (Pty) Ltd. (Registration No. 2013/013512/07) a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa ("**Latinix (Pty) Ltd**") and are only to be used in accordance with the terms and conditions set out in this trade mark policy ("**Conditions**"). These Conditions apply to all persons that have been certified by Latinix (Pty) Ltd to present Latinix™ classes ("**Certified Instructors**").

2. USE OF TRADE MARKS

- 2.1 The Trade Marks may only be used by Certified Instructors who are in possession of a valid, current Certificate of Certified Instructor as set out in Latinix (Pty) Ltd's Terms and Conditions which can be accessed on Latinix (Pty) Ltd's official website located at www.latinix.co.za.
- 2.2 Latinix (Pty) Ltd reserves the rights to amend any of the Trade Marks or to require the Certified Instructor to cease using any particular Trade Mark. The Certified Instructor agrees to immediately cease use of a Trade Mark, or use an amended Trade Mark (as may be determined by Latinix (Pty) Ltd), if instructed by Latinix (Pty) Ltd to do so.
- 2.3 The Certified Instructor shall immediately cease to use the Trade Marks if Latinix provides the Certified Instructor to do so on the basis that the Certified Instructor has breached any of Latinix's terms and conditions or if the Certified Instructor is no longer certified to present Latinix™ classes.

3. CONDITIONS OF USE OF TRADE MARKS

- 3.1 The right to use the Trade Marks will be subject to the Certified Instructor complying with the following conditions:
 - 3.1.1 the Trade Marks must and will only be used in connection with a Certified Instructor's marketing material, provided that the marketing is conducted for the purposes of presenting the Latinix™ classes which the Certified Instructor is eligible to present;
 - 3.1.2 all marketing material must be approved by Latinix (Pty) Ltd before publishing.
 - 3.1.3 the Certified Instructor will not, on its own initiative, alter, amend, modify, adapt or morph the Trade Marks for any purposes;
 - 3.1.4 the Certified Instructor will not use any altered, amended, modified, adapted or morphed version of the Trade Marks for purposes of marketing, regardless of whether such marketing will benefit Latinix (Pty) Ltd;
 - 3.1.5 the Trade Marks shall always appear in the colours specified by Latinix (Pty) Ltd from time to time;
 - 3.1.6 the Trade Marks must never be joined to other words by a hyphen;
 - 3.1.7 the Trade Marks must never be divided, even at the end of a line;
 - 3.1.8 the Trade Marks must never be written in italics;
 - 3.1.9 the Certified Instructor will not use the Trade Marks in a manner that will dilute, defame, disparage or otherwise cause harm to and/or damage the reputation of Latinix (Pty) Ltd;

- 3.1.10 the Certified Instructor will use the ™ symbol in connection with the Trade Marks;
- 3.1.11 all references to the Trade Marks must be truthful, accurate, and not misleading;
- 3.1.12 the Trade Marks must always be used as an adjective and never as a noun or verb;
- 3.1.13 the Trade Marks may not be used as a Certified Instructor's company, trade or business name;
- 3.1.14 no descriptive additives shall follow the Trade Marks, unless a Certified Instructor has obtained Latinix (Pty) Ltd's prior written consent to do so;
- 3.1.15 the Trade Marks must be used in the appropriate font. In order to avoid any breach of this clause 3.1.15 Latinix recommends that all Certified Instructors download all the Trade Marks they may require for any purpose from Latinix (Pty) Ltd's official website located at www.latinix.co.za.

4. GENERAL

- 4.1 If a Certified Instructor becomes aware of any infringement of the Trade Marks by any other party trading with trade marks similar or identical to the Trade Marks, the Certified Instructor shall immediately notify Latinix (Pty) Ltd thereof in writing but will take no other action against the infringer except that the Certified Instructor will assist Latinix (Pty) Ltd in any action Latinix (Pty) Ltd may choose to take against the infringing party.
- 4.2 All Certified Instructors undertake not to do anything to prejudice or damage Latinix (Pty) Ltd's goodwill or reputation in the Trade Marks or Latinix (Pty) Ltd's reputation, and Certified Instructors shall not do anything which is likely to bring the Trade Marks into disrepute.
- 4.3 No warranty either express or implied is given by Latinix (Pty) Ltd with respect to the validity or any other aspect of or relating to the Trade Marks.
- 4.4 Latinix (Pty) Ltd reserves the right to substitute, add to and/or withdraw the Trade Marks if the present Trade Marks can no longer be used or if Latinix (Pty) Ltd, in its sole discretion, determines that substitution of different Trade Marks will be beneficial to the Certified Instructor. In such circumstances, the use of substituted Trade Marks by a Certified Instructor shall be governed by the terms of this Trade Mark policy, and a Certified Instructor will not be eligible for any compensation for such substitution.
- 4.5 For questions regarding the above, information on obtaining approval for use of the Trade Marks and approval of printed material, please contact Cat van der Merwe on 072 480 7766 or send an email to latinix.fitness@gmail.com.