



Continuing Education Provider Agreement

This non-exclusive Continuing Education Provider Agreement ("Agreement") is entered between AQUATIC FITNESS INDIA ASSOCIATION (AFIA) with its principal business at 15/5, Kailasapuram, 2nd Street, Tambaram west, Chennai 600045, Tamil Nadu, India ("AQUATIC FITNESS INDIA ASSOCIATION (AFIA)") and the continuing education course provider who has submitted their application online/by post to AQUATIC FITNESS INDIA ASSOCIATION (AFIA) (the "Provider"). The Agreement is effective as of the date the Provider accepts these terms and conditions at the time of submission.

NOTE: QUAFIT ® is the official educational partner for AQUATIC FITNESS INDIA ASSOCIATION (AFIA) and therefore any program approved by AQUATIC FITNESS INDIA ASSOCIATION (AFIA) will grant CEU's for QUAFIT ® Certifications by default.

Whereas, QUAFIT ® AQUATIC FITNESS Certified Professionals ("Professionals") are required to complete twenty (20) hours of continuing education credits ("CECs") biannually to maintain their certification and thus seek out workshops, distance learning courses and conferences ("the Product"), that have been awarded AQUATIC FITNESS INDIA ASSOCIATION (AFIA) CEC approved status;

Whereas, AQUATIC FITNESS INDIA ASSOCIATION (AFIA) seeks AQUATIC FITNESS INDIA ASSOCIATION (AFIA) continuing education providers to assist in providing these high-quality CECs to Professionals; and

Whereas, Provider desires to become an AQUATIC FITNESS INDIA ASSOCIATION (AFIA) Continuing Education Provider to assist in the effort to deliver high quality CEC education and training to Professionals;

NOW, THEREFORE, in consideration of the above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. STATEMENT OF AGREEMENT

In applying to become or renew Provider's status as an AQUATIC FITNESS INDIA ASSOCIATION (AFIA) Continuing Education Provider, Provider agrees to the terms in this Agreement. Additionally, Provider agrees that:

(a) it has submitted or will submit an online completed and accurate Continuing Education Provider Application; and
(b) it will abide by AQUATIC FITNESS INDIA ASSOCIATION (AFIA)'s Continuing Education Provider Policies and Procedures and Code of Ethics, copies of which are available online on the AQUATIC FITNESS INDIA ASSOCIATION (AFIA) website.

Provider also agrees that it has submitted or will submit with this Agreement all items listed on AQUATIC FITNESS INDIA ASSOCIATION (AFIA)'s Live Course Application if Provider intends to provide the Product(s) to one or more Professionals in person and/or AQUATIC FITNESS INDIA ASSOCIATION (AFIA)'s Distance Learning Application if Provider intends to provide the Product(s) to one or more Professionals via the Internet or some other form of distance learning. Provider acknowledges and agrees that AQUATIC FITNESS INDIA ASSOCIATION (AFIA) application fees are non-refundable and are charged in consideration of AQUATIC FITNESS INDIA ASSOCIATION (AFIA)'s review of Provider's application to become a Provider pursuant to this Agreement and all materials related to such application. AQUATIC FITNESS INDIA ASSOCIATION (AFIA) reserves the right at its sole discretion, to publicize and promote this Continuing Education Provider relationship in any manner AQUATIC FITNESS INDIA ASSOCIATION (AFIA) deems appropriate.

2. TERM

This Agreement shall commence as of the date of final execution of the parties herein and continue through December 31 of the year the course was approved by AQUATIC FITNESS INDIA ASSOCIATION (AFIA). Should the course not be approved, this Agreement will immediately terminate without any further notice to Provider. This Agreement may be renewed for additional one (1) year terms by mutual agreement of the parties. All rights granted herein shall terminate upon the termination of this Agreement.

3. GRANT OF LICENSE

During the term hereof, and subject to the terms and conditions of this Agreement, AQUATIC FITNESS INDIA ASSOCIATION (AFIA) grants to Provider a nonexclusive, non-transferable limited license to use the AQUATIC FITNESS INDIA ASSOCIATION (AFIA)



and QUAFIT ® APPROVED mark and logo (the “Mark”) in connection with the sale and distribution of only the Product expressly approved for CECs in writing by AQUATIC FITNESS INDIA ASSOCIATION (AFIA). That license is personal to the Provider named in this Agreement. A copy of the Mark shall be emailed (submitted at the time of application filing) to the provider. The Product may be marketed, distributed and sold by Provider throughout the world. Provider's right to use the Mark is limited to use of the mark AQUATIC FITNESS INDIA ASSOCIATION (AFIA) and QUAFIT ® APPROVED. Provider may not use the Mark in any other manner, on any other products or in any other media without the express written permission of AQUATIC FITNESS INDIA ASSOCIATION (AFIA).

4. LICENSE LIMITATIONS

All rights not specifically granted to Provider herein are expressly reserved by AQUATIC FITNESS INDIA ASSOCIATION (AFIA). Provider agrees to use the proper trademark notice for each reference to the Mark. Provider may not:

- (a) use the AQUATIC FITNESS INDIA ASSOCIATION (AFIA) or QUAFIT® marks;
- (b) use the Mark with any descriptive qualifier other than “approved”;
- (c) use the Mark on any promotional materials that promote Provider's other services; or
- (d) use the Mark in conjunction with any other product or service not approved in writing by AQUATIC FITNESS INDIA ASSOCIATION (AFIA).

5. OWNERSHIP OF TRADEMARK

Provider acknowledges that AQUATIC FITNESS INDIA ASSOCIATION (AFIA) and QUAFIT ® is the owner of the Mark and all other rights and entitlements related thereto. Other than as expressly set forth herein, Provider has absolutely no right title or interest in or to the Mark. Provider further agrees that it will not alter the Mark in any way, that it will do nothing inconsistent with AQUATIC FITNESS INDIA ASSOCIATION (AFIA)'s ownership of the Mark, and that all goodwill from use of the Mark by Provider shall inure solely to the benefit of AQUATIC FITNESS INDIA ASSOCIATION (AFIA).

6. QUALITY CONTROL/APPROVAL OF PRODUCT

Provider shall provide the final version of the Product to AQUATIC FITNESS INDIA



ASSOCIATION (AFIA) for content review to allow AQUATIC FITNESS INDIA ASSOCIATION (AFIA) to determine, in its sole judgment if all content is consistent with AQUATIC FITNESS INDIA ASSOCIATION (AFIA)'s standards. After the Product is approved, Provider shall not depart there from without resubmitting the new finished Product for subsequent approval by AQUATIC FITNESS INDIA ASSOCIATION (AFIA). Provider agrees that the nature and quality of the Product shall be of the highest quality, manufactured free from defects and in full compliance with all laws and with the quality control standards established by AQUATIC FITNESS INDIA ASSOCIATION (AFIA). Provider shall operate its business in a manner that reflects favourably at all times on the Mark. At AQUATIC FITNESS INDIA ASSOCIATION (AFIA)'s request, Provider shall provide AQUATIC FITNESS INDIA ASSOCIATION (AFIA) with copies of the Product or any materials related to the Product including, but not limited to, brochures, line sheets, advertisements and promotional materials. Except as provided in this section 6, if, at any time, AQUATIC FITNESS INDIA ASSOCIATION (AFIA) determines in its reasonable discretion that Provider has mis-used the Mark, violated the AQUATIC FITNESS INDIA ASSOCIATION (AFIA) Continuing Education Provider Policies and Procedures or AQUATIC FITNESS INDIA ASSOCIATION (AFIA) Continuing Education Provider Code of Ethics, misled consumers or misrepresented itself or its products or services in any way, AQUATIC FITNESS INDIA ASSOCIATION (AFIA) shall have the right to terminate Provider's AQUATIC FITNESS INDIA ASSOCIATION (AFIA) Continuing Education Provider Membership and this Agreement without further notice to Provider.

7. RELEASE AND INSURANCE

Provider hereby agrees to waive, release and forever discharge AQUATIC FITNESS INDIA ASSOCIATION (AFIA) and AQUATIC FITNESS INDIA ASSOCIATION (AFIA)'s affiliates, agents, servants, employees, officers, directors, instructors and all others from any and all responsibilities or liability of any nature from injuries or damages resulting from or related to Provider's Product. Provider further agrees to obtain and keep in force policies of general liability insurance which will include but not be limited to personal injury liability, premises liability, workers compensation insurance, employer's liability insurance,



broad form property damage and independent contractor coverage that would cover any act or injury occurring related to Provider's Product. Insurance will hold limits of 10,00,000 with an insurance company that AQUATIC FITNESS INDIA ASSOCIATION (AFIA) deems satisfactory, Provider's insurance will be considered primary of any similar insurance carried by AQUATIC FITNESS INDIA ASSOCIATION (AFIA). Copies of insurance policies will be made available to AQUATIC FITNESS INDIA ASSOCIATION (AFIA) upon written request.

8. NOTICES

Any notice, communication or payment hereunder shall be deemed sufficiently given if in writing and deposited in the India Post in a sealed envelope registered or certified with postal charges prepaid (International applicants must utilize overnight delivery service with package tracking and delivery confirmation, i.e. FedEx or DHL), to the following address:

To
AQUATIC FITNESS INDIA ASSOCIATION (AFIA)
15/5, Kailasapuram, 2nd Street,
Tambaram West,
Chennai 600045
Tamil Nadu
India

To Provider: At the address listed on Provider's application