

World Thai Boxing Association

AGREEMENT

The World Thai Boxing Association was founded on the principles of honesty, discipline, respect, and honor. By signing this agreement, you agree to conduct yourself in accordance with these values in your professional and personal life.

The primary goal of the Organization is to promote the art of Muay Thai and preserve the traditions of this Thai cultural art.

WHEREAS Affiliate operates a martial arts academy and wishes to participate in the rights and benefits associated with membership in WTBA; and

WHEREAS WTBA and Affiliate wish for Affiliate to participate in the rights and benefits associated with membership in WTBA, and to do so through association with Affiliate.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows.

Article I

RIGHTS AND RESPONSIBILITIES

Section 1: Fees

Affiliate agrees to remain current with all fees and payments required by the WTBA. Monthly fees will be processed by automatic electronic funds transfer in order to guarantee this. Annual paid in full memberships will be completed in one payment and will result in significant savings for Affiliate.

Section 2: Single Location

This agreement between Affiliate and WTBA entitles Affiliate to the rights described hereunder at a single location only which location is specified in Paragraph 1 of this Agreement. The rights described hereunder apply only to the listed location and nowhere else. Should Affiliate desire to obtain Affiliate status at some other or additional

location, must apply to WTBA for an entirely separate Affiliate agreement which shall be subject to the then prevailing WTBA terms and conditions including fees.

Section 3: Academy Growth and Stability

The Affiliate agrees to run a stable training location with a consistent number of active students in the location listed. WTBA encourages all Affiliates to remain active in supporting an acceptable number of students given their location and territory. In addition, WTBA reserves the right to terminate association status should active enrollment fall below acceptable standards.

Section 4: Instructor Rank

1. If the Affiliate's Primary Instructor does not hold the rank of Instructor or higher under the WTBA System, then Affiliate agrees that the Primary Instructor will actively pursue WTBA training with the goal of reaching the rank of Instructor. Affiliate agrees, understands and acknowledges that Ajarn Chai Sirisute is the only individual authorized to issue the certification as a WTBA Instructor and that the additional training required to become certified as a WTBA Instructor may require additional fees for training, as well as travel and other related expenses which are not included in the regular monthly fees specified in this agreement.

2. Regardless of the rank of Affiliate's Primary Instructor, WTBA may require a review of the Primary Instructor's current rank and abilities. The review will be conducted at Instructor Development Camp. Based on the review, WTBA may require the Primary Instructor to undertake additional training (possibly including additional reviews) to assist the Primary Instructor in learning the WTBA curriculum and improving his/her abilities. The Affiliate agrees to pay reasonable fees and expenses as may be required to undertake the required additional training.

Section 5: Training Camps

Affiliate agrees that its Primary Instructor will attend a minimum of one WTBA Instructor Development Camp each year. Attendance at all Instructor Development Camps is included in Affiliate Membership. WTBA encourages Affiliates to bring Apprentice Instructors to Instructor Development Camps. Attendance to one Instructor Development Camp each year is included in Apprentice Instructor Membership. It is an

important learning experience for the Apprentice Instructor and demonstrates Affiliate's support for WTBA. Fees for any additional WTBA training camps other than Instructor Development Camp are at an additional charge.

Article II

RANK AND PROMOTION

Section 1: General Guidelines

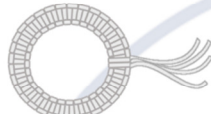
Affiliate must use the Official WTBA ranking and testing system in their Muay Thai program. The testing of students for rank and promotion may be performed by Affiliates up to the rank of black armband. Testing for Apprentice Instructor Certification and all ranks and certifications above this must be performed at instructor development camps.



WORLD THAI BOXING ASSOCIATION

Arm Band Ranking System

- WHITE
- YELLOW
- ORANGE
- GREEN
- BLUE
- BLUE/WHITE
- PURPLE
- PURPLE/WHITE
- RED
- RED/WHITE
- BROWN
- BROWN/WHITE
- BLACK
- BLACK/WHITE
- BLACK/RED
- BLACK/SILVER
- BLACK/GOLD



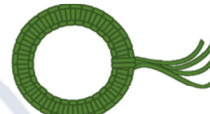
WHITE



YELLOW



ORANGE

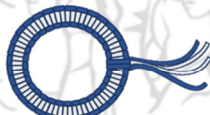


GREEN



BLUE

Student Level I



BLUE/WHITE



PURPLE



PURPLE/WHITE



RED

Student Level II



RED/WHITE



BROWN



BROWN/WHITE



BLACK

Student Level III



BLACK/WHITE
Apprentice Instructor



BLACK/RED
Associate Instructor



BLACK/SILVER
Full Instructor



BLACK/GOLD
Senior Instructor

Section 2: Minimum Experience for Rank Progression

Affiliates must require a minimum of 1 year of active training before allowing students to test for Student Level 1 (Blue Armband). Testing for Student Level 2 (Red Armband) requires 2 years of experience. Testing for Student Level 3 (Black Armband) requires 3 years minimum. Prior experience in other martial art schools may be taken into account when establishing what rank a student entering the WTBA System may test for.

Section 3: Rank Exclusivity

In no case shall any member of Affiliate's staff accept what purports to be WTBA rank from anyone other than an authorized WTBA Affiliate member in good standing.

Section 4: Active Membership

Affiliate agrees to ensure that in order to be recognized as an Affiliate they must be an active member in the WTBA. If Affiliates do not maintain their current Affiliate status they may not utilize WTBA curriculum, ranking system or promote their school as a WTBA Affiliate. (See below Article 3, Section 6) Once instructor rank is achieved properly in the WTBA it will always be recognized and documented by the organization.

Article III

GENERAL GUIDELINES

Section 1: Curriculum and Etiquette

Affiliate agrees to abide by and teach the curriculum of the WTBA. Affiliate also agrees to follow the rules of etiquette of the WTBA as presented in the Student Manual. In order to facilitate this requirement, Affiliate agrees to read, become familiar with and abide by both the WTBA curriculum and rules of etiquette. Application and acceptance into the WTBA constitutes Affiliate's warranty and representation that all of its students and instructors have read and are willing to abide by the WTBA curriculum and rules of etiquette.

Section 2: Promotion Efforts

The Affiliate may submit information and updates regarding its academy to the WTBA for inclusion on the WTBA website. Affiliate academy information may be promoted along with WTBA advertising and/or marketing efforts.

Section 3: Affiliate Website

The Affiliate agrees to maintain an active website about its academy. Such website shall include a dedicated page with information about its affiliation with the WTBA and the. Additionally, the lineage of the Affiliate Primary Instructor must be clearly displayed along with a copy of the official Certificate of Affiliation from the WTBA. Any necessary artwork and content will be supplied to the Affiliate for this posting.

Section 4: Visiting Members

The Affiliate agrees to welcome visiting, properly verified members of the WTBA and to allow them to train at no charge (when possible and at their discretion). The WTBA and the terms of this section contemplate no limitation of the Affiliate's business or financial freedom. Ongoing training by a visiting member may be subject to normal fees at the Affiliate's discretion. By welcoming visitors, the WTBA hopes to strengthen relationships within our organization and our team.

Section 5: Termination by WTBA

WTBA reserves the right to terminate this agreement at any time, removing the Affiliate from the association, if the Affiliate is found to be in violation of the terms of this agreement. WTBA also reserves the right to terminate this agreement if the Affiliate no longer represents WTBA in an acceptable manner. In the event of such termination all association fees and benefits defined under this agreement will cease and any fees already paid will be retained by WTBA. After such termination, Affiliate will no longer be permitted to publicly display any WTBA markings or logos nor use the WTBA training materials and curriculums.

Section 6: Termination by Affiliates

Affiliate may withdraw from and terminate this Agreement at any time by submitting written notice to WTBA. Withdrawal from this agreement by the Affiliate shall terminate

all future rights and obligations under this Agreement. In the event of such termination, all association fees and benefits defined under this agreement will cease and any fees already paid will be retained by WTBA. After such termination, Affiliate will no longer be permitted to publicly display any WTBA markings or logos nor use the WTBA training materials and curriculum. In the event of such termination, Affiliate shall make it clear to the public that it is no longer an Affiliate of WTBA nor a member of the Association.

Section 7: Notices and Primary Instructors Changes

All correspondence regarding notices and Primary Instructor Changes must be sent to World Thai Boxing Association Southwest Regional Headquarters 14189 Foothill Blvd Ste. 105 Fontana, Ca. 92335

Section 8: Change of Address

Any party may change its address for the purpose of Section 8 above by giving written notice of such change to the WTBA.

Section 9: Choice of Law

This agreement shall be interpreted and governed in accordance with California law, without regard to its conflict of laws provisions.

Section 10: Counterparts

This agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 11: Modifications

Any modifications or amendments to this agreement shall be in writing and shall be signed by the parties hereto.

Article IV

PROTECTION AND LIABILITY

Section 1: Release and Liability

The Affiliate and any students and instructors agree to file no suit against the WTBA or the Affiliate, or any of their respective employees, members, instructors, or students, for conduct occurring within the Affiliate's academy. The WTBA and the Affiliate assume no responsibility for any conduct in any Affiliate academies. Any misuses of training equipment or injuries which occur during training or competition are in no way the fault or responsibility of the WTBA or the Affiliate. This Agreement creates no responsibility on the part of the WTBA or the Affiliate for any conduct within or relating to the Affiliate, any Affiliate academy, any members, or any instructors, nor any loss of property, which may occur therein.

Section 2: Insurance

Affiliate shall obtain and maintain general liability insurance with a carrier having an A.M. Best Rating of at least A in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence. Affiliate shall ensure that, at a minimum, Affiliate and its instructors are listed as "named insureds" on the insurance and that Affiliate and WTBA are listed as "additional insureds," and shall obtain a waiver of its insurer's right of subrogation against its instructors, Affiliate, and WTBA. On or before ten (10) days from the acceptance of this agreement by WTBA, Affiliate shall submit to WTBA a certificate evidencing the required insurance which states that thirty (30) days notice of cancellation or modification of the required insurance will be given to Affiliate and WTBA. Affiliate shall provide a copy of the policy to WTBA upon request. Affiliate shall be responsible for deductible payments, if any, under the insurance.

Article V

LICENSING AGREEMENT

Section 1: Use of Ajarn Chai Sirisute and other WTBA Imagery

The Affiliate is only allowed to use the imagery, name and likeness of Ajarn Chai Sirisute or the WTBA as approved by the WTBA. The Affiliate is not allowed to create merchandise for sale with WTBA imagery/branding without clear and prominent display of the Affiliated location in conjunction with any WTBA imagery. ALL materials created by the Affiliate for purpose of marketing or resale that reference or use WTBA imagery must be approved by the WTBA prior to distribution or public viewing.

Section 2: Use of World Thai Boxing Name, Likeness or Imagery

The ONLY pre-approved artwork provided for Affiliate use is the WTBA (Globe and Kickers) Logo. The WTBA Emblem as featured on WTBA Instructor Certifications and other official paperwork may only be used by WTBA Administration.

AFFILIATE SIGNATURE AND ACCEPTANCE

By clicking on the [I Agree] button, I accept all responsibilities set forth and discussed in this WTBA – Affiliate Agreement. I accept and acknowledge that the WTBA and Ajarn Chai Sirisute assume no liability arising from any bodily injury, damage to property or other loss and any consequence thereof, whether known or unknown, resulting from my own or my students' or instructors' participation in WTBA.