

Agreement for Performance of Services Between Independent Contractor and Yoga Group USA LLC ("Agreement")

1. TERM OF CONTRACT This agreement will continue in effect until the services provided for in this agreement have been performed or until terminated as provided in this agreement or for a period of 1 year unless terminated earlier.

2. SCOPE OF SERVICES The CONTRACTOR'S duties and compensations shall be as set forth in the attached Exhibit A, which may be amended in writing by agreement of the parties and incorporated by reference.

3. INDEPENDENT CONTRACTOR STATUS This Agreement shall not render the CONTRACTOR an employee, partner, agent of, or joint venture with Yoga Group USA LLC for any purpose. CONTRACTOR enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. CONTRACTOR agrees that [he or she] is not and will not become an employee, partner, or principal of Client while this agreement is in effect. CONTRACTOR agrees [he or she] is not entitled to the rights or benefits afforded to Yoga Group USA LLC employees and shall have no claim against Yoga Group USA LLC for disability or unemployment insurance, retirement benefits, workers' compensation, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at [his or her] own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for [himself or herself] and for [his or her] employees and subcontractors.

4. PAYMENT OF INCOME TAXES CONTRACTOR shall be responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Yoga Group USA LLC to CONTRACTOR for services under this agreement. On request, CONTRACTOR will provide Yoga Group USA LLC with proof of timely payment. CONTRACTOR agrees to indemnify Yoga Group USA LLC for any claims, costs, losses, fees, penalties, interest, or damages suffered by Yoga Group USA LLC resulting from CONTRACTOR'S failure to comply with this provision.

5. NON EXCLUSIVE RELATIONSHIP CONTRACTOR may represent, perform services for, and contract with as many additional clients, persons, or companies as CONTRACTOR, in [his or her] sole discretion, sees fit.

6. TIME AND PLACE OF PERFORMING WORK CONTRACTOR is using the booking service of Yoga Group USA LLC and as such may perform the services under this agreement at any suitable time and location [he or she] chooses if it is scheduled accordingly.

7. WORKERS COMPENSATION CONTRACTOR agrees to provide workers' compensation insurance for CONTRACTOR'S employees and agents and agrees to hold harmless and

indemnify Yoga Group USA LLC for any and all claims arising out of any injury, disability, or death of any of CONTRACTOR'S employees or agents.

8. ASSUMPTION OF THE RISK and RELEASE All participants in any Event(s) understand that yoga, by its very nature, is physical and includes certain inherent risks that cannot be eliminated regardless of the care taken to avoid risks. All participants (including the instructor) are required to complete an "Assumption of the Risk agreement to hold harmless, indemnify and release Yoga Group USA LLC and the yoga instructor of the Event from any liability. Yoga Group USA LLC acts as a booking agent only and has no liability for any personal injury, death or loss of any kind. Yoga Group USA LLC shall require the Independent Contractor to provide an Assumption of the Risk and Release form to each class prior to commencement of said class. Independent Contractor shall provide Yoga Group USA LLC with a copy of the completed Assumption of the Risk and Release form upon request.

9. CONTRACTOR'S QUALIFICATIONS CONTRACTOR represents that [he or she] has the qualifications and skills necessary to perform the services under this agreement in a competent, professional manner, without the advice or direction of Client. This means CONTRACTOR is able to fulfill the requirements of this agreement. Failure to perform all the services required under this agreement constitutes a material breach of the agreement.

10. INDEMNITY CONTRACTOR agrees to indemnify, defend, and hold Client free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that Yoga Group USA LLC may incur as a result of a breach by CONTRACTOR of any representation or agreement contained in this agreement.

11. ASSIGNMENT Neither this agreement nor any duties or obligations under this agreement may be assigned by CONTRACTOR without the prior written consent of Yoga Group USA LLC.

12. EXPIRATION OF AGREEMENT

12.1 Termination on Notice Notwithstanding any other provision of this agreement, either party may terminate this agreement at any time by giving 30 days written notice to the other party. Unless otherwise terminated as provided in this agreement, this agreement will continue in force until the services provided for in this agreement have been fully and completely performed. 12.2 Termination on Occurrence of Stated Event This agreement will terminate automatically on the occurrence of any of the following events: (a) Bankruptcy or insolvency of either party.(b) Sale of the business of either party.(c) Death of either party.

12.3 Termination for Default If either party defaults in the performance of this agreement or materially breaches any of its provisions, the non-breaching party may terminate this agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs

first. For the purposes of this paragraph, material breach of this agreement includes, but is not limited to, the following: (a) Yoga Group USA LLC failure to pay CONTRACTOR any compensation due within 30 days after written demand for payment.(b) CONTRACTOR'S failure to complete the services specified in Exhibit A (c) CONTRACTOR'S material breach of any representation or agreement contained in Paragraph 10.

13. CONFIDENTIAL INFORMATION CONTRACTOR acknowledges that during the engagement CONTRACTOR will have access to information used by Yoga Group USA LLC that includes, but is not limited to various trade secrets, inventions, innovations, processes, information, records, customer requirements, customer lists, marketing information, and information concerning Yoga Group USA LLC employees, products, services, prices, operations, and subsidiaries. CONTRACTOR will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with Yoga Group USA LLC approval, and only to the extent necessary to perform the services under this agreement. This prohibition also applies to CONTRACTOR'S employees, agents, and subcontractors. On termination of this agreement, CONTRACTOR will return any confidential information in [his or her] possession to Yoga Group USA LLC.

14. NON-SOLICITATION For a period of ONE YEAR following the termination of this agreement, CONTRACTOR will not do either of the following: (1) call on, solicit, or take on any of Yoga Group USA LLC customers or potential customers CONTRACTOR became aware of as a result of performing services under this agreement; or (2) solicit or hire away any of Yoga Group USA LLC employees or contractors CONTRACTOR became aware of as a result of performing services under this agreement.

15. NOTICES Any notices required to be given under this agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

16. MODIFICATION OR AMENDMENT No Amendment, change or modification of this Agreement shall be valid unless in writing by the parties hereto.

17. ENTIRE UNDERSTANDING This document and any attached Exhibit A supersedes any and all Agreements, either oral or written, between the parties with respect to the rendering of services by CONTRACTOR for Yoga Group USA LLC and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of

any party, which is not contained in this agreement, and that no other agreement, statement, or promise not contained in this agreement will be valid or binding. Any modification of this agreement will be effective only if it is in a writing signed by the party to be charged.

18. UNENFORCEABILITY OF PROVISIONS If any provision of this Agreement, or any portion shall be held to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. ARBITRATION Any controversies arising out of the terms of this Agreement shall be settled in San Diego, California by ADR Services, Inc. ("ADR") and in accordance with the rules of ADR, and the judgment upon award may be entered in any court having jurisdiction.

20. GOVERNING LAW This agreement will be governed by and construed in accordance with the laws of the State of California.

21. ATTORNEYS' FEES AND COSTS The Parties shall each bare their own costs, fees, attorneys' fees and any other fees relating to this Agreement or any controversy arising out of this Agreement. IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.