

DEMYSTIFY TEACHER TRAINING AGREEMENT

This DEMYSTIFY Teacher Training Agreement (“Agreement”) is made this [] day of [] 2017, between aUM Yoga, LLC (or the “Company”) and _____ (“Student”),

RECITALS

Whereas, aUM is in the business of providing accredited teacher training, pursuant to the Yoga Alliance Certified Teacher Training Program, known as aUM’s “DEMYSTIFY 200 Hour Teacher Training Program” (the “Program”);

Whereas, the Student desires to enroll as a student of the Program pursuant to the terms and conditions set forth in this Agreement,

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **The Program**: The Company shall provide student with 200 hours of training in the field of Yoga in accordance with the Company’s Program curriculum. Upon successful completion of the training, Student shall be certified to teach Yoga under the standards set forth by the Yoga Alliance. The Program shall commence on _____ (“Commencement Date”) and shall be completed by the Student no later than _____ (the “Completion Date”). The “Program Term” is the period of time between the Commencement Date and the Completion Date.
2. **Tuition**: Unless a written Payment Plan is executed between the Student and the Company pursuant to paragraph 2(ii), Student shall pay, in full, upon the execution of this Agreement, the sum of \$3,250.00 as Tuition for the Program. Tuition is **non-transferable** to any other Student/person. Tuition is also **non-refundable** in the event Student does not complete the Program by the Completion Date nor is Tuition refundable if the student fails to pass the program, regardless of the reason why completion and/or graduation was not achieved.
 - i. **Tuition Deferral**: In its sole discretion, the Company may approve applying Tuition to a later Program in the event the Student is unable to complete the Program by the Completion Date. To be considered for a deferral, Student must provide to the Company written documentation establishing to the Company’s satisfaction the existence of extenuating circumstances for the Student’s inability to complete the Program by the Completion Date. In all events, Deferral requests must be submitted within [] days of the Commencement Date. Any requests submitted thereafter will not be considered.
 - ii. **Payment Plan**: In its sole discretion, the Company may approve of a Payment Plan for the payment of Tuition. To be considered for a Payment Plan, the Student must provide to the Company written documentation establishing

his/her inability to pay the Tuition in full at the time of execution of this Agreement. In all events, Payment Plan requests must be submitted prior to the execution of this Agreement and any requests submitted thereafter will not be considered. Only those Payment Plans that are in writing and executed by both the Student and the Company will be enforceable.

3. **Student Compliance:** Student shall adhere to all of the requirements of the Program. In addition, Students are encouraged to have daily practice throughout the Program. As such, Students are allowed to attend an unlimited number of classes with clients and workshops during the Program Term. Student also understands and agrees that he/she is a representation of the Company's brand. As such, during the Program Term and thereafter, Student agrees to abide by all Program requirements and shall also uphold all of the ethics, boundaries, policies, procedures, and mission of the Company that are in effect at the time of execution of this Agreement and all others that may during the Program Term come into effect. Without limiting the foregoing, the Student:

- i. will wear appropriate attire at all times. No boxers, bralettes, or inappropriately revealing clothing of any nature will be allowed;
- ii. will maintain good hygiene at all times;
- iii. will interact with clients and other students of the Company in a professional manner at all times;
- iv. will use his/her best efforts to positively integrate within the community;
- v. will respect the time of lead teacher trainers, other students, and peers;
- vi. will attend all class sessions in a punctual manner;
- vii. will attend all meetings, feedbacks, tutoring sessions, and the like that will occur during the Program Term in a punctual manner;
- viii. will not date or engage in sexual conduct with clients, or other students;
- ix. will not instruct clients in any capacity without advance written permission and supervision of an E-RYT 200 (being Amanda Topping and/or Jessie Lipkowitz);
- x. will not accept, request or receive any money or other compensation for yoga services until fully certified through the Program;
- xi. will not refer or recommend to clients of the Company to become clients of other yoga, dance/pole studios/businesses;
- xii. while attending, observing, and/or actually teaching a class, Student shall arrive at the Company's facility at least ten (10) minutes prior to the scheduled class start time;
- xiii. shall not commit a crime of moral turpitude, such as an act of fraud;
- xiv. shall comply with all instructions and directives from the Company;
- xv. shall not engage in any activity that would harm or bring shame to the Company's standing and/or reputation, or to any other student, client or employee, vendor or supplier;
- xvi. shall perform the duties/tasks/studies assigned to him or her;
- xvii. shall attend all classes and training, and
- xviii. shall not be late for any classes or training.

4. **Termination/Expulsion**: The Company may terminate this Agreement and/or expel the Student from the Program at any time if the Student breaches any of the terms or conditions of this Agreement, including but not limited to any violation of the ethics, boundaries, policies, procedures, and/or mission of the Company that are in effect at the time of execution of this Agreement and any others that may come into existence during the Program Term. No refund of the Tuition will be granted in the event of any termination or expulsion.
5. **Graduation**: Successful completion of the Program and the awarding of a Certificate of Completion (collectively “Graduation”) shall be determined by the Company in its sole discretion.
6. **No Employment**: The Program is not part of the hiring process for the Company. Student may apply for employment following Graduation, however, successful completion of the Program is not a guaranty of employment with the Company.
7. **Confidentiality/Ownership Of Training Materials/Inventions**:

(A) The Student understands that he/she will have access to and become acquainted with the Company’s “Confidential Information”. Accordingly, the Student agrees that at all times during the Program Term, and at all times thereafter, he/she shall **not**:

- i. disclose to any person, group, firm, association, corporation, or any other person or entity any Confidential Information acquired by or learned of by the Student, nor
- ii. use for the benefit of himself/herself or any other person, group or entity any Confidential Information acquired by or learned of by Student, except as may be required for the Student to complete the Program, nor
- iii. remove, retain, destroy, conceal, change or in any other manner alter any Confidential Information for any improper purposes.

(B) Confidential Information shall include, by way of illustration and not limitation: (i) any and all information relevant to the activities of the Company, such as all training materials used in connection with the Program, unique business practices, methods or trade secrets, client rosters or lists, research, data compilations, information relating to fees or costs, business records, business files, memoranda, manuals, policies and procedures, patterns, devices, formulas, forms, plans, codes, job descriptions, reports, financial information, letters, documents, agreements, computer print-outs, information contained in the Company’s computers, and (2) any other documents or things deemed confidential by the Company.

(C) Confidential Information shall only be used by the Student in connection with the Program.

(E) All Confidential Information, and copies thereof, which the Student shall use, review, or come into contact with during the Program Term shall remain the sole and exclusive property of the Company. All Confidential Information and copies thereof that are in the Student's possession at the time of any cessation of employment shall immediately be returned and delivered to the Company.

(F) All materials Student receives throughout the Program are also deemed to be the intellectual property of the Company and trade secrets under the Michigan Uniform Trade Secrets Act. Among other things, if any Student is found to have copied, lent, shared, or distributed such materials in any manner, the Student will be held liable for copyright infringement and/or for misappropriation of trade secrets and shall be liable to the Company for any and all damages suffered by the Company.

(G) **Representations and Warranties**: Student hereby represents and warrants to the Company as follows:

- i. I am purchasing the Program and accompanying manuals and training materials for my own personal benefit only;
- ii. I have not been asked by anyone to enroll in and/or purchase the Program and accompanying manuals;
- iii. I will not use the information contained in the Program and accompanying manuals and training materials for personal gain or profit;
- iv. I will not disclose to others any content of Program and accompanying manuals and training materials in any form without direct written consent from the Company, and;
- v. I will not duplicate or reproduce any of the materials in the Program and accompanying manuals and training materials.

(H) The Student hereby agrees that any and all inventions, discoveries, developments, improvements and innovations (herein collectively referred to as "Inventions") created, made and/or conceived by the Student (solely, or with the Employer) shall, whether or not patentable or copyrightable, become and remain the sole and exclusive property of the Company. All Work Product (including without limitation, all writings, documents, data and computer programs) developed by the Student (solely, or with the Employer) in connection with the Invention(s) shall be deemed "work for hire" as defined in the applicable copyright laws and shall also be and remain the sole and exclusive property of the Company. The Student hereby transfers and assigns all right, title and interest in the Invention(s), and the Work Product (whether determined to be work for hire or not) and all derivative works in all media now known or hereafter developed (including without limitation, copyrights, moral rights, trade marks, service marks, patents, know how, and any renewal rights therein) to the Company. Student further agrees to prepare and/or execute any and all necessary

documentation (including but not limited to powers of attorney, affidavits, patent applications and copyright registrations) and to take any further action necessary to register (and/or maintain or enforce) any applicable proprietary rights in the name of the Company and to assign any such proprietary rights to the Company.

8. Covenant of Non-Solicitation: Student shall not, during the Program Term and for a period of two (2) years immediately thereafter:

(A). Solicit, induce or attempt to influence, for himself/herself or on behalf of others, for the purpose of engaging in the sale or provision of any goods or services relating to yoga, dance or pole fitness (“Company Services”), any former, current or prospective client, or entities or persons who refer business to the Company;

(B). Solicit, induce or attempt to influence any former, current or prospective client, or entities or persons who refer business to the Company, to cease doing business with the Company; nor

(C) Solicit, induce or attempt to influence any current or prospective employee, contractor or agent of the Company to terminate or not accept a relationship with the Company.

9. Injunctive and Other Relief: Student understands and agrees that any breach of any of the provisions of this Agreement would be of significant concern to the Company. Student agrees that damages for such a breach (es) would be difficult to ascertain. It is therefore agreed that the Company may seek and obtain from any court of competent jurisdiction an injunction or other equitable remedy against the Student for any breach (es) or future or continuing breach (es) of any of the provisions of this Agreement, without the necessity of posting a bond, in addition to all other remedies available to the Company as set forth elsewhere in this Agreement or as provided by law or in equity. Student further agrees to pay to the Company all of its costs and fees (including reasonable and actual attorney fees) in securing an injunction or other relief.

10. General Provisions

(A). **Assignment:** This Agreement shall be binding and inure to the benefit of the parties and their respective successors and assigns, however, Student shall have no right to assign this Agreement or any duties or responsibilities without the prior written approval of the Company .

(B) **Waiver of Breach** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

(C) **Use of Captions:** Captions have been used in this Agreement for convenience only and are not considered in construing any portion of this Agreement.

(D) **Applicable Law/Statute of Limitations/Attorney Fees:** This Agreement shall be governed by the laws of the State of Michigan, without regard to Michigan's choice of law principles, and venue of any cause of action hereunder shall be in Washtenaw County, Michigan. Student further agrees that any action of any nature that Student has arising out, relating to and/or connected with his/her training and/or cessation of training and/or this Agreement must be filed within 180 days against Company from the date of the alleged breach or other wrongful act

(E) **Severability:** If any provision of this Agreement is deemed invalid, illegal, or incapable of being enforced by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect and no covenant, term or provision shall be deemed dependent upon any other covenant, term or provision unless so expressed herein.

(F) **Entire Agreement:** This Agreement (and the Payment Plan, if applicable): 1) constitutes the entire agreement among the parties relating to the Student's participation in the Program; 2) supersedes and negates any and all other prior or contemporaneous agreements, contracts, promises, understandings or the like between, either oral or written, express or implied, among the parties and 3) this Agreement (and the Payment Plan, if applicable) may not be modified in any manner unless in writing executed by all parties.

(G) **Interpretation:** The parties have participated in the drafting of this Agreement and hence it shall not be construed against any party upon the basis of the identity of its drafter.

(H) **Notices:** Any notice or other communication required or permitted hereunder shall be sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Student:

[Redacted]

If to Company
Attn: Jessie Lipkowitz
1220 S University, Suite 215
Ann Arbor, Mi 48104

Notice shall be effective on the date of receipt by the intended recipient or three days after mailing.

(I) **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

AGREED:

Student

Company

By: Jessie Lipkowitz
Its: Member