

**YOGI-GO, INC.**  
**INSTRUCTOR AGREEMENT**  
**Effective Date: March 8, 2022**

This YOGI-GO Instructor Agreement (this “**Agreement**”) is entered into by and between Yogi-Go, Inc. (“**YOGI-GO**”) and you, the undersigned professional agreeing to provide services to YOGI-GO’s clients (“**INSTRUCTOR**”), an independent Instructor engaged in the business of performing the services contemplated by this Agreement. INSTRUCTOR may enter this Agreement either as an individual or as a corporate entity. This Agreement will become effective on the date it is accepted regardless of whether you are eligible to, or ever do, perform any Contracted Services (defined herein). YOGI-GO and INSTRUCTOR are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

**IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION IN SECTION 14, AS IT REQUIRES THE PARTIES TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS, TO THE FULLEST EXTENT PERMITTED BY LAW, THROUGH FINAL AND BINDING ARBITRATION. BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS, INCLUDING SECTION 14, AND HAVE TAKEN THE TIME AND SOUGHT ANY ASSISTANCE NEEDED TO COMPREHEND THE CONSEQUENCES OF ACCEPTING THIS AGREEMENT.**

**WHEREAS**, YOGI-GO is a company that provides an online marketplace connection using web-based technology that connects INSTRUCTORS and consumers (“**YOGI-GO Platform**”). YOGI-GO’s software permits registered users to request on-demand yoga instruction and other physical fitness instruction (“**Fitness Instruction**”) from highly qualified and credentialed INSTRUCTORS. Once such requests are made, YOGI-GO software notifies the fitness professionals that a Session Opportunity is available, and the YOGI-GO software facilitates completion of the connection between the INSTRUCTOR and the individuals looking for Fitness instruction. YOGI-GO is not a licensed INSTRUCTOR, nor does it partake in providing Fitness Instruction. YOGI-GO is just a platform that connects INSTRUCTORS to consumers wishing to receive Fitness Instruction.

**WHEREAS**, INSTRUCTOR is an independent provider of Fitness Instruction, authorized to conduct the services contemplated by this Agreement in the geographic location(s) in which INSTRUCTOR operates. INSTRUCTOR possesses all equipment necessary to perform the Fitness Instruction in accordance with applicable laws. INSTRUCTOR desires to enter into this Agreement for the right to receive Fitness Instruction opportunities made available through YOGI-GO’s platform. INSTRUCTOR understands and expressly agrees that he/she is not an employee of YOGI-GO or any consumer and that he/she is providing Fitness Instruction on behalf of him/herself and his/her business, not on behalf of YOGI-GO. INSTRUCTOR understands (i) he/she is free to select those times he/she wishes to be available on the platform to receive Fitness Instruction opportunities; (ii) he/she is free to accept or reject the opportunities transmitted through the YOGI-GO platform by consumers, and can make such decisions to maximize his/her opportunity to profit; and (iii) he/she has the sole right to control the manner in which Fitness Instruction is performed and the means by which those fitness sessions are completed.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

**1. Purpose of this Agreement.**

a. This Agreement governs the relationship between YOGI-GO and INSTRUCTOR and establishes the Parties’ respective rights and obligations. In exchange for the promises contained in this Agreement,

INSTRUCTOR shall have the right and obligation to perform the “**Contracted Services**” as defined herein. However, nothing in this Agreement requires INSTRUCTOR to perform any particular volume of Contracted Services during the term of this Agreement, and nothing in this Agreement shall guarantee INSTRUCTOR any particular volume of business for any particular time period.

b. INSTRUCTOR shall have no obligation to accept or perform any particular “Session Opportunity” (as that term is defined herein) offered by YOGI-GO. However, once a Session Opportunity is accepted, INSTRUCTOR shall be contractually bound to complete the Contracted Services in accordance with all consumer specifications and the terms laid out in this Agreement.

## 2. INSTRUCTOR’S Operations

a. INSTRUCTOR represents that he/she operates an independently established enterprise that provides Fitness Instruction, and that he/she satisfies all legal requirements and has all necessary licenses and permits necessary to perform any services contemplated by this Agreement. As an independent Instructor/enterprise, INSTRUCTOR shall be solely responsible for determining how to operate his/her business and how to perform the Contracted Services.

b. INSTRUCTOR agrees to fully perform the Contracted Services in a timely, efficient, safe, and lawful manner. YOGI-GO shall have no right to, and shall not, control the manner, method or means INSTRUCTOR uses to perform the Contracted Services. Instead, INSTRUCTOR shall be solely responsible for determining the most effective, efficient, and safe manner to perform the Contracted Services.

c. As an independent business enterprise, INSTRUCTOR retains the right to perform services (whether delivery services or other services) for others and to hold him/herself out to the general public as a separately established business. The parties recognize that they are or may be engaged in similar arrangements with others and nothing in this Agreement shall prevent INSTRUCTOR or YOGI-GO from doing business with others. YOGI-GO does not have the right to restrict the INSTRUCTOR from performing services for other businesses, customers or consumers at any time, and even during the time INSTRUCTOR is logged into the YOGI-GO platform.

d. INSTRUCTOR is not required to purchase, lease, or rent any products, equipment or services from YOGI-GO as a condition of doing business with YOGI-GO or entering into this Agreement.

e. INSTRUCTOR agrees to immediately notify YOGI-GO in writing at [support@yogigofitness.com](mailto:support@yogigofitness.com) if INSTRUCTOR’s right to control the manner or method he/she uses to perform services differs from the terms contemplated in this Section.

## 3. Contracted Services.

a. From time to time, the YOGI-GO platform will notify INSTRUCTOR of the opportunity to complete Fitness Instruction, to consumers in accordance with the requests for such services placed by consumers through the YOGI-GO platform (each of these is referred to as a “**Session Opportunity**”). For each Session Opportunity accepted by INSTRUCTOR (“**Contracted Service**”), INSTRUCTOR agrees to retrieve the Fitness Instruction request from the YOGI-GO platform and provide such Fitness Instruction to the consumer in a safe and timely fashion. INSTRUCTOR understands and agrees that the parameters of each Contracted Service are established by the consumer, not YOGI-GO, and represent the end result desired, not the means by which INSTRUCTOR is to accomplish the result. INSTRUCTOR has the right to cancel, from time to time, a Contracted Service when, in the exercise of INSTRUCTOR’s reasonable discretion and business judgment, it is appropriate to do so; provided that INSTRUCTOR shall immediately notify YOGI-GO of such cancellation by sending an email to: [support@yogigofitness.com](mailto:support@yogigofitness.com). Notwithstanding the foregoing, INSTRUCTOR understands and acknowledges that should the INSTRUCTOR cancel too many Contracted Services in a short period of time (as determined by

YOGI-GO in its sole discretion), YOGI-GO may terminate this Agreement and/or deactivate INSTRUCTOR's account.

b. INSTRUCTOR acknowledges that YOGI-GO has discretion as to which, if any, Session Opportunity to offer, just as INSTRUCTOR has the discretion whether and to what extent to accept any Session Opportunity.

c. INSTRUCTOR acknowledges that INSTRUCTOR is engaged in INSTRUCTOR's own business, separate and apart from YOGI-GO'S business, which is to provide an online marketplace connection using web-based technology that connects INSTRUCTORS and consumers.

d. INSTRUCTOR authorizes YOGI-GO, during the course of a Contracted Service, to communicate with INSTRUCTOR and/or consumer, or other business to assist INSTRUCTOR, to the extent permitted by INSTRUCTOR, in facilitating the Contracted Services. However, under no circumstances shall YOGI-GO be authorized to control the manner or means by which INSTRUCTOR performs the Contracted Services or other services contemplated under this agreement. This includes, but is not limited to, the following:

- i. YOGI-GO does not require any specific type, or quality, of INSTRUCTOR's choice of Fitness Instruction or techniques.
- ii. INSTRUCTOR does not have a supervisor or any individual at YOGI-GO to whom they report.
- iii. INSTRUCTOR is not required to use any signage or other designation of YOGI-GO on at any point in their use of the platform to perform the Contracted Services.
- iv. YOGI-GO has no control over the INSTRUCTOR's personal appearance.
- v. INSTRUCTOR does not receive regular performance evaluations by YOGI-GO.

e. In the event INSTRUCTOR fails to fully perform any Contracted Service (a "**Service Failure**") due to INSTRUCTOR's action or omission, INSTRUCTOR shall forfeit all or part of the agreed upon fee for that service. If INSTRUCTOR disputes responsibility for a Service Failure, the dispute shall be resolved pursuant to the "**Payment Disputes**" provision below.

#### **4. Relationship of the Parties; Warranty; Licenses and Permits.**

a. Relationship of the Parties. The Parties acknowledge and agree that this Agreement is between two co-equal, independent business enterprises that are separately owned and operated. The parties intend for this Agreement to create the relationship of principal and independent Instructor and not employer/employee. The parties are not employees, agents, joint venturers, or partners of each other for any purpose. Neither party shall have the right to bind the other by contract or otherwise except as specifically provided in this Agreement. YOGI-GO shall not have the right to, and shall not, control the manner or the method of accomplishing Contracted Services to be performed by INSTRUCTOR. The parties acknowledge and agree that those provisions of the Agreement reserving ultimate authority in YOGI-GO have been inserted solely for the safety of consumers and other INSTRUCTORS using the YOGI-GO platform or to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof.

b. Warranty. INSTRUCTOR warrants and represents that (i) it is qualified to perform the Contracted Service; (ii) all the Contracted Services shall be performed by qualified personnel, who will be properly supervised; and (iii) the Contracted Services shall be performed in a professional and workmanlike manner in strict accordance in all material respects with the terms of this Agreement, and in accordance with any applicable commercial standards generally observed in INSTRUCTOR's industry. YOGI-GO will promptly inform INSTRUCTOR of any breach of warranty related to the Contracted Services and INSTRUCTOR agrees it shall immediately take all measures required to satisfy its warranty obligations to correct any faults or defects, without cost to YOGI-GO. In the event INSTRUCTOR fails to properly meet its warranty obligations stated herein, YOGI-GO may perform all or part of the same or obtain substitute services and charge INSTRUCTOR for the cost of doing so.

c. Compliance with Laws; Permits and Licenses. INSTRUCTOR agrees to operate in full compliance with all governmental laws, regulations and requirements applicable to its performance of this Agreement and the Contracted Services to be provided hereunder. INSTRUCTOR shall obtain and maintain in force, at its own expense, all licenses, permits and approvals required for its performance under this Agreement and will obtain all required inspections, authorizations and approvals prior to commencement of the Contracted Services. INSTRUCTOR shall promptly notify YOGI-GO in the event it knows or has reason to believe that any act or refraining from acting required by or contemplated by this Agreement violates any applicable law, rule or regulation (whether criminal or non-criminal).

5. **Taxes.** YOGI-GO shall report all payments made to INSTRUCTOR on a calendar year basis using an appropriate IRS Form 1022, if the volume of payments to INSTRUCTOR qualify. INSTRUCTOR is solely responsible for paying when due any taxes, including estimated taxes, incurred as a result of the compensation paid by YOGI-GO to INSTRUCTOR for the Services under this Agreement. This includes, without limitation, any federal, state or local income taxes, social security or unemployment tax, or any other taxes. INSTRUCTOR agrees to indemnify and hold YOGI-GO, its affiliates, and their officers, directors, shareholders, employees and agents, harmless from and against any damage, claim, losses, fee, assessment, interest charge or penalty incurred by or charged to YOGI-GO as a result of any claim, cause of action or assessment by any government agency for any nonpayment or late payment by INSTRUCTOR of any tax or contribution based on compensation paid hereunder to INSTRUCTOR or because YOGI-GO did not withhold any taxes from compensation paid hereunder.

## 6. Payment for Services.

a. Unless notified otherwise by YOGI-GO in writing or except as provided herein, INSTRUCTOR shall receive payment per accurate Contracted Service completed in an amount consistent with the payment model of YOGI-GO. From time to time, YOGI-GO may offer opportunities for INSTRUCTOR to earn more money for performing Contracted Services at specified times or in specified locations. Nothing prevents the parties from negotiating a different rate of pay, and the INSTRUCTOR is free to accept or deny any such opportunities to earn different rates of pay.

b. YOGI-GO's online credit card software may permit consumers to add a gratuity to be paid to INSTRUCTOR, and consumers can also pay a gratuity to INSTRUCTOR in cash. INSTRUCTOR shall retain 100% of any gratuity paid by the consumer, whether by cash or credit card. YOGI-GO acknowledges it has no right to interfere with the amount of gratuity given by the consumer to the INSTRUCTOR.

c. YOGI-GO will process payments made by consumers and transmit to INSTRUCTOR. Payments for all Contracted Services completed in a given week will be transferred via direct deposit on no less than a weekly basis unless it notifies INSTRUCTOR otherwise in writing.

d. From time to time, YOGI-GO may offer various promotions or referral programs. INSTRUCTOR agrees that he or she will not manipulate or abuse the referral programs or promotions by, among other things: (a) tampering with the location feature on his or her mobile phone; (b) collecting incentive or promotional pay when not eligible to receive such pay under relevant policies; or, (c) creating multiple consumer accounts. INSTRUCTOR understands that engaging in this type of manipulation or abuse constitutes a material breach of this Agreement and may lead to deactivation of his or her account.

## 7. Payment Disputes.

a. INSTRUCTOR's Failure. In the event there is a Service Failure, INSTRUCTOR shall not be entitled to payment as described above (as determined in YOGI-GO's reasonable discretion). Any withholding of payment shall be based upon proof provided by the consumer, INSTRUCTOR, and any other party with

information relevant to the dispute. YOGI-GO shall make the initial determination as to whether a Service Failure was the result of INSTRUCTOR'S action/omission. INSTRUCTOR shall have the right to challenge YOGI-GO's determination through any legal means contemplated by this Agreement; however, INSTRUCTOR shall notify YOGI-GO in writing at support@yogigofitness.com of the challenge and provide YOGI-GO the opportunity to resolve the dispute. INSTRUCTOR should include any documents or other information in support of his/her challenge.

b. **YOGI-GO's Failure.** In the event YOGI-GO fails to remit payment in a timely or accurate manner, INSTRUCTOR shall have the right to seek proper payment by any legal means contemplated by this Agreement and, should INSTRUCTOR prevail, shall be entitled to recover reasonable costs incurred in pursuing proper payment, provided, however, INSTRUCTOR shall first inform YOGI-GO in writing at [support@yogigofitness.com](mailto:support@yogigofitness.com) of the failure and provide a reasonable opportunity to cure it.

c. **Consumer Failure.** In the event the consumer fails to attend a scheduled Contracted Service, YOGI-GO shall have, in its sole discretion, the right to compensate the Instructor based on such failure. Such decision shall be determined based on whether or not YOGI-GO is required to return any collected funds to the consumer or if they have the right to keep the funds based on a late cancellation or no cancellation notice.

## **8. Equipment and Expenses**

a. INSTRUCTOR represents that he/she has or can lawfully acquire all equipment, including vehicles and fitness accessories ("Equipment") necessary for performing Contracted Services, and INSTRUCTOR is solely responsible for ensuring that the Equipment used conforms to all laws pertaining to providing Fitness instruction, including without limitation, yoga and physical fitness instruction.

b. INSTRUCTOR agrees that he/she is responsible for all costs and expenses arising from INSTRUCTOR's performance of Contracted Services, including, without limitation, costs related to INSTRUCTOR and Equipment. Except as otherwise required by law, INSTRUCTOR assumes all risk of damage or loss to its Equipment.

## **9. Personnel.**

a. In order to perform any Contracted Services, INSTRUCTOR must, for the safety of consumers on the YOGI-GO platform, pass a background check administered by a third-party vendor, subject to YOGI-GO's lawful consent. INSTRUCTOR is not required to perform any Contracted Services personally, but may, to the extent permitted by law, subject to the written consent of YOGI-GO and subject to the terms of this Agreement, hire or engage others (as employees or subcontractors of INSTRUCTOR) to perform all or some of the Contracted Services, provided any such employees or subcontractors meet all the requirements applicable to INSTRUCTOR including, without limitation, the background check requirements that INSTRUCTOR must meet in order to perform Contracted Services. To the extent INSTRUCTOR furnishes his/her own employees or subInstructors (collectively "**Personnel**"), INSTRUCTOR shall be solely responsible for the direction and control of the Personnel it uses to perform all Contracted Services.

b. INSTRUCTOR assumes full and sole responsibility for the payment of all amounts due to his/her Personnel for work performed in relation to this Agreement, including all wages, benefits and expenses, if any, and for all required state and federal income tax withholdings, unemployment insurance contributions, and social security taxes as to INSTRUCTOR and all Personnel employed by INSTRUCTOR in the performance of Contracted Services under this Agreement. YOGI-GO shall have no responsibility for any wages, benefits, expenses, or other payments due INSTRUCTOR's Personnel, nor for income tax withholding, social security, unemployment insurance contributions, or other payroll taxes relating to INSTRUCTOR or his/her Personnel. Neither INSTRUCTOR nor his/her Personnel shall receive any wages, including vacation pay or holiday pay,

from YOGI-GO, nor shall they participate in or receive any other benefits, if any, available to YOGI-GO's employees.

c. Unless mandated by law, YOGI-GO shall have no authority to withhold state or federal income taxes, social security taxes, unemployment insurance taxes/contributions, or any other local, state or federal tax on behalf of INSTRUCTOR or his/her Personnel.

d. INSTRUCTOR and his/her Personnel shall not be required to wear a uniform or other clothing of any type bearing YOGI-GO's name or logo.

e. If INSTRUCTOR uses the services of any Personnel to perform the Contracted Services, INSTRUCTOR's Personnel must satisfy and comply with all of the terms of this Agreement, which INSTRUCTOR must make enforceable by written agreement between INSTRUCTOR and such Personnel. A copy of such written agreement must be provided to YOGI-GO at least 7 days in advance of such Personnel performing the Contracted Services. The parties acknowledge that the sole purpose of this requirement is to ensure INSTRUCTOR's compliance with the terms of this Agreement.

**10. Non-Solicitation.** INSTRUCTOR agrees that during the term in which INSTRUCTOR is an active participant in the YOGI-GO platform and for a period of one (1) year thereafter, INSTRUCTOR shall not partake in Contract Services or other similar services with any consumer in which: (1) INSTRUCTOR provided Contracted Services to; or (2) otherwise became aware of such consumer through the YOGI-GO platform, outside of the YOGI-GO platform. For the sake of clarity, INSTRUCTOR shall not provide Fitness Instruction to consumers that it became in contact with or otherwise learned about through the YOGI-GO platform and Services, except through the YOGI-GO platform. INSTRUCTOR shall not take or allow to be taken any action during the term of this Agreement that has the effect of circumventing the terms of this Agreement, it being the intent of the parties that each abide by both the letter and the spirit of the terms of this Agreement.

## **11. Confidential Information**

a. Confidential Information. INSTRUCTOR acknowledges that by reason of its relationship to the YOGI-GO hereunder, YOGI-GO may disclose or provide access to the INSTRUCTOR certain Confidential Information. "**Confidential Information**" shall mean (a) information concerning the YOGI-GO's products, business and operations including, without limitation, information relating to business plans, financial records, YOGI-GO's, suppliers, vendors, products, costs, sources, strategies, inventions, trade secrets, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, procedures, distribution methods, marketing strategies and interests, data, designs, drawings, work sheets, computer programs and systems, customer lists, customer email addresses, customer physical addresses, and other customer personally identifiable information and know-how or other intellectual property, of YOGI-GO and its affiliates that may be at any time furnished, communicated or delivered by YOGI-GO to INSTRUCTOR, whether in oral, tangible, electronic or other form; (b) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; and (c) all other non-public information provided by the YOGI-GO hereunder. All Confidential Information shall remain the exclusive property of the YOGI-GO.

b. Use of Confidential Information; Standard of Care. INSTRUCTOR shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees who have a need to know such Confidential Information to fulfill the business affairs and transactions between the Parties contemplated by this Agreement and who are under confidentiality obligations no less restrictive as this Agreement. INSTRUCTOR shall at all times remain responsible for breaches of this Agreement arising from the acts of its employees. INSTRUCTOR shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication.

c. Required Disclosures. If INSTRUCTOR is confronted with legal action to disclose Confidential Information received under this Agreement, it shall, unless prohibited by applicable law, provide prompt written notice to the YOGI-GO to allow YOGI-GO an opportunity to seek a protective order or other relief it deems appropriate, and INSTRUCTOR shall reasonably assist YOGI-GO in such efforts. If disclosure is nonetheless required, the INSTRUCTOR shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

d. Unauthorized Use or Disclosure of Confidential Information; Equitable Relief. If INSTRUCTOR discovers that any Confidential Information has been used, disseminated or accessed in violation of this Agreement, it will immediately notify YOGI-GO; take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication; and take all necessary steps to prevent any further breach of this Agreement. INSTRUCTOR agrees and acknowledges that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to YOGI-GO for which there may be no adequate remedy at law. In such event YOGI-GO shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.

e. Return of Confidential Information; Survival. INSTRUCTOR shall promptly return or, at YOGI-GO's option, certify destruction of all copies of Confidential Information at any time upon request or within thirty (30) days following the termination of this Agreement. Notwithstanding any termination of this Agreement, INSTRUCTOR's obligations to protect the Confidential Information pursuant to this Section will survive for five (5) years after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, INSTRUCTOR shall not disclose any Confidential Information that constitutes a trade secret, until such time that the information no longer constitutes a trade secret. Notwithstanding the foregoing, INSTRUCTOR shall not disclose any Confidential Information that contains consumers personally identifiable information at any time.

## **12. Insurance.**

a. Insurance. INSTRUCTOR agrees, as a condition of doing business with YOGI-GO, that during the term of this Agreement, INSTRUCTOR shall maintain current insurance, in amounts and of types required by law, YOGI-GO, and to provide the Contracted Services, at his/her own expense. INSTRUCTOR agrees to have YOGI-GO listed as an additional insured on such insurance policy. INSTRUCTOR acknowledges that failure to secure or maintain satisfactory insurance coverage shall be deemed a material breach of this Agreement and shall result in the termination of the Agreement and the loss of INSTRUCTOR'S right to receive Fitness Instruction Opportunities.

b. Notification of Coverage. INSTRUCTOR agrees to deliver to YOGI-GO, upon request, current certificates of insurance as proof of coverage. INSTRUCTOR agrees to provide updated certificates each time INSTRUCTOR purchases, renews, or alters INSTRUCTOR's insurance coverage. INSTRUCTOR agrees to give YOGI-GO at least thirty (30) days' prior written notice before cancellation of any insurance policy required by this Agreement.

c. Workers' Compensation/Occupational Accident Insurance. INSTRUCTOR agrees that INSTRUCTOR will maintain sufficient insurance to cover any risks or claims arising out of or related to INSTRUCTOR's relationship with YOGI-GO, including workers' compensation insurance where required by law. INSTRUCTOR acknowledges and understands that INSTRUCTOR will not be eligible for workers' compensation benefits through YOGI-GO and is instead responsible for maintaining INSTRUCTOR's own workers' compensation insurance or occupational accident insurance.

## **13. Indemnification.**

a. YOGI-GO agrees to indemnify, protect and hold harmless INSTRUCTOR from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly from YOGI-GO's actions arranging and offering the Contracted Services to INSTRUCTOR.

b. INSTRUCTOR agrees to indemnify, protect and hold harmless YOGI-GO, including all parent, subsidiary and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with, the actions of INSTRUCTOR and/or his/her Personnel arising from the performance of yoga session services under this Agreement, including personal injury or death to any person (including to INSTRUCTOR and/or his/her Personnel as well as the individuals receiving Fitness Instruction from INSTRUCTOR), as well as any liability arising from INSTRUCTOR's failure to comply with the terms of this Agreement. INSTRUCTOR'S obligations hereunder shall include the cost of defense, including attorneys' fees, as well as the payment of any final judgment rendered against or settlement agreed upon by YOGI-GO or its parent, subsidiary and/or affiliated companies.

c. INSTRUCTOR agrees to indemnify, protect and hold harmless YOGI-GO, including all parent, subsidiary, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to INSTRUCTOR and INSTRUCTOR'S Personnel.

d. INSTRUCTOR shall be responsible for, indemnify and hold harmless YOGI-GO, including all parent, subsidiary, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from all costs of INSTRUCTOR'S business, including, without limitation, the expense and responsibility for any and all applicable insurance, local, state or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities.

#### **14. Mutual Arbitration Provision.**

a. INSTRUCTOR and YOGI-GO mutually agree to this Mutual Arbitration Provision, which is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") and shall apply to any and all disputes arising out of or relating to this Agreement, INSTRUCTOR's classification as an independent Instructor, INSTRUCTOR's provision of Contracted Services to consumers, the payments received by INSTRUCTOR for providing services to consumers, the termination of this Agreement, and all other aspects of INSTRUCTOR'S relationship with YOGI-GO, past, present or future, whether arising under federal, state or local statutory and/or common law, including without limitation harassment, discrimination or retaliation claims and claims arising under or related to the Civil Rights Act of 1964 (or its state or local equivalents), Americans With Disabilities Act (or its state or local equivalents), Age Discrimination in Employment Act (or its state or local equivalents), Family Medical Leave Act (or its state or local equivalents), Federal Credit Reporting Act (or its state or local equivalents), Telephone Consumer Protection Act (or its state or local equivalents), or Fair Labor Standards Act (or its state or local equivalents), state and local wage and hour laws, state and local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local claims arising out of or relating to INSTRUCTOR's relationship or the termination of that relationship with YOGI-GO. The parties expressly agree that this Agreement shall be governed by the FAA even in the event INSTRUCTOR and/or YOGI-GO are otherwise exempted from the FAA. Any disputes in this regard shall be resolved exclusively by an arbitrator. If for any reason the FAA does not apply, the state law governing arbitration agreements in the state in which the INSTRUCTOR operates shall apply.

b. If either INSTRUCTOR or YOGI-GO wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, (3) a description of the remedy sought and (4) the amount in controversy. Any demand for arbitration by INSTRUCTOR must be delivered to YOGI-GO at 5305 Windbrush Dr., Tampa, Florida 33625, Attn: Jon Tacker, President.

c. Arbitration Class Action Waiver. INSTRUCTOR and YOGI-GO mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as, or to participate in, a class action, collective action and/or representative action—including but not limited to actions brought pursuant to the Private Attorney General Act (“PAGA”), California Labor Code section 2699 et seq., and any request seeking a public injunction—and an arbitrator shall not have any authority to hear or arbitrate any class, collective or representative action, or to award relief to anyone but the individual in arbitration (“**Arbitration Class Action Waiver**”). Notwithstanding any other clause contained in this Agreement or the CPR Rules, as defined below, any claim that all or part of this Arbitration Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Arbitration Class Action Waiver is unenforceable, the class, collective and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Arbitration Class Action Waiver that is enforceable shall be enforced in arbitration. All other disputes with respect to whether this Mutual Arbitration Provision is unenforceable, unconscionable, applicable, valid, void or voidable, and all disputes regarding the payment of arbitrator or arbitration-organization fees including the timing of such payments and remedies for nonpayment, shall be determined exclusively by an arbitrator, and not by any court. For sake of clarification only, nothing in this paragraph shall be construed to prohibit settlements on a class-wide, collective, and/or representative basis.

d. INSTRUCTOR agrees and acknowledges that entering into this Mutual Arbitration Provision does not change INSTRUCTOR’s status as an independent Instructor in fact and in law, that INSTRUCTOR is not an employee of YOGI-GO or its customers and that any disputes in this regard shall be subject to arbitration as provided in this agreement.

e. Any arbitration shall be governed by the CPR Administered Arbitration Rules and, when applicable, the CPR Employment-Related Mass-Claims Protocol (together, the “**CPR Rules**”) of the International Institute for Conflict Prevention & Resolution, except as follows:

- i. The arbitration shall be heard by one arbitrator (the “Arbitrator”) selected in accordance with the CPR Rules. The Arbitrator shall be an attorney with experience in the law underlying the dispute.
- ii. If the parties cannot otherwise agree on a location for the arbitration, the arbitration shall take place within 45 miles of INSTRUCTOR’S residence as of the effective date of this Agreement.
- iii. The CPR fee schedule will apply with the following exceptions. Unless applicable law provides otherwise, in the event that YOGI-GO and INSTRUCTOR have agreed to this Mutual Arbitration Provision, INSTRUCTOR and YOGI-GO shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings, but YOGI-GO’s share of such fees and costs will not exceed the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration.
- iv. The Arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party’s claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes.
- v. Except as provided in the Arbitration Class Action Waiver, the Arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been

- available in a court of law for the claims presented in arbitration. The Arbitrator shall apply the state or federal substantive law, or both, as is applicable.
- vi. The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions.
- vii. The Arbitrator's decision or award shall be in writing with findings of fact and conclusions of law.
- viii. The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information. Subject to the discretion of the Arbitrator or agreement of the parties, any person having a direct interest in the arbitration may attend the arbitration hearing. The Arbitrator may exclude any non-party from any part of the hearing.
- ix. Either INSTRUCTOR or YOGI-GO may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this paragraph may be rendered ineffectual.

Nothing in this Mutual Arbitration Provision prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Mutual Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Mutual Arbitration Provision. This Mutual Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Mutual Arbitration Provision. Nothing in this Mutual Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. YOGI-GO will not retaliate against INSTRUCTOR for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act. Disputes between the parties that may not be subject to pre-dispute arbitration agreement, including as provided by an Act of Congress or lawful, enforceable Executive Order, are excluded from the coverage of this Mutual Arbitration Provision.

The CPR Rules may be found at [www.cpradr.org](http://www.cpradr.org) or by searching for "CPR Administered Arbitration Rules" and "CPR Employment-Related Mass-Claims Protocol" using a service such as [www.google.com](http://www.google.com) or [www.bing.com](http://www.bing.com) or by asking YOGI-GO's General Counsel to provide a copy.

This Mutual Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes covered by this Mutual Arbitration Provision. In the event any portion of this Mutual Arbitration Provision is deemed unenforceable, the remainder of this Mutual Arbitration Provision will be enforceable. The award issued by the Arbitrator may be entered in any court of competent jurisdiction.

**15. Litigation Class Action Waiver.** To the extent allowed by applicable law, separate and apart from the Mutual Arbitration Provision found in Section 14, INSTRUCTOR agrees that any proceeding to litigate in court any dispute arising out of or relating to this Agreement, will be conducted solely on an individual basis, and INSTRUCTOR agrees not to seek to have any controversy, claim or dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which INSTRUCTOR acts or proposes to act in a representative capacity ("Litigation Class Action Waiver"). INSTRUCTOR further agrees that no proceeding will be joined, consolidated, or combined with another proceeding, without the prior written consent of all parties to any such proceeding. If a court of competent jurisdiction determines that all or part of this Litigation Class Action Waiver is unenforceable, unconscionable, void or voidable, the remainder of this Agreement shall remain in full force and effect.

#### **16. Term; Termination of Agreement.**

a. The term of this agreement shall begin on the Effective Date and continue for a period of one year unless earlier terminated by YOGI-GO as set forth below ("Initial Term"). This Agreement shall automatically

renew for successive one-year terms unless earlier terminated by YOGI-GO as set forth below (“**Successive Terms**” and together with the Initial Term, the “**Term**”).

b. INSTRUCTOR may terminate this Agreement upon seven (7) days written notice. YOGI-GO may terminate this Agreement and deactivate INSTRUCTOR’S account upon seven (7) days written notice for any reason or immediately upon a material breach of this Agreement. Notwithstanding any other provision in this Agreement, YOGI-GO reserves the right to modify the times in which YOGI-GO can terminate this Agreement and INSTRUCTOR’S account, using its good faith and reasonable discretion, when it is necessary to do so for the safe and/or effective operation of the YOGI-GO platform.

c. INSTRUCTOR’S and YOGI-GO’s obligations and rights arising under the Mutual Arbitration Provision of this Agreement shall survive termination of this Agreement.

**17. Entire Agreement; Transferability; Waiver.** This Agreement shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes any prior contract between the parties. To the extent YOGI-GO’s consumer facing Terms and Conditions Agreement (or updated consumer facing Terms and Conditions Agreement, if applicable) is inconsistent or conflicts with this Agreement, this Agreement controls. This Agreement may not be assigned by either party without written consent of the other and shall be binding upon the parties hereto, including their heirs and successors, provided, however, that YOGI-GO may assign its rights and obligations under this Agreement to an affiliate of YOGI-GO or any successor(s) to its business and/or purchaser of substantially all of its stock or assets. References in this Agreement to YOGI-GO shall be deemed to include such successor(s). The failure of YOGI-GO or INSTRUCTOR in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or relinquishment of such term or option and such term or option shall continue in full force and effect.

**18. Miscellaneous.**

a. CAPTIONS. Captions appearing in this Agreement are for convenience only and do not in any way limit, amplify, modify, or otherwise affect the terms and provisions of this Agreement.

b. SEVERABILITY Clause. Except as specifically provided in Section 14, if any part of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.

c. GOVERNING LAW. Except for the Mutual Arbitration Provision above, which is governed by the Federal Arbitration Act, the choice of law for interpretation of this Agreement, and the right of the parties hereunder, as well as substantive interpretation of claims asserted pursuant to Section 14, shall be governed by and interpreted in accordance with the laws of the State of Florida, without effect to the principles of conflicts of laws of the State of Florida. The Parties hereby agree that, except for the Mutual Arbitration Provision Above, any action arising out of this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

d. NOTICE AND OPPORTUNITY TO CURE. INSTRUCTOR agrees to notify YOGI-GO in writing at [support@yogigofitness.com](mailto:support@yogigofitness.com), of any breach or perceived breach of this Agreement, of any claim arising out of or related to this Agreement, or of any claim that YOGI-GO’S services or scope of work differ in any way from what is contemplated in this Agreement, including but not limited to the terms in Sections 2 (Instructor’s Operations) and 3 (Contracted Services), or if the relationship of the parties differs from the terms contemplated in Section 4 (Relationship of Parties).

e. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Services Agreement as of the Effective Date.

**YOGI-GO:**

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Yogi-Go, Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**INSTRUCTOR:**

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\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_