



# INSTRUCTOR AGREEMENT

## LICENSOR INFORMATION

Name: YogaBellies Global Ltd PTE

Address: YOGABELLIES GLOBAL PTE. LTD. 160 Robinson Road, #14-04 Singapore  
Business Federation Centre SGP (068914)

Email: info@yogabellies.com

## INSTRUCTOR INFORMATION

First Name:

Family Name:

Date Of Birth:

City Of Residence:

Mobile Number:

Email Address:

Affiliated Club:

## CURRENTLY CERTIFIED IN THE FOLLOWING PROGRAMMES:

- YOGABELLIES FOR PREGNANCY
- YOGABELLIES FOR MUM & BABY
- YOGABELLIES FOR MUM & TODDLER
- YOGABELLIES LUNA
- YOGABELLIES COREPLAY
- YOGABELLIESKIDZ
- YOGABELLIES FOR FERTILITY
- CYT500 HOURS
- Birth ROCKS
- Baby ROCKS
- Baby ROCKS Massage
- Birth ROCKS Massage
- Other \_\_\_\_\_

## BACKGROUND

- We have rights to license the use of the Programs and Intellectual Property through a Distribution Agreement with YogaBellies Global Ltd PTE.
- All Instructors who conduct classes must be certified in accordance with YogaBellies Global Ltd PTE standards.
- We are willing to certify you to conduct YogaBellies classes provided that you enter into this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to the Terms and Conditions attached as Appendix 1 to this Agreement.

Signed in \_\_\_\_\_

on \_\_\_\_\_

For and on behalf of YogaBellies Global:

Director: Cheryl MacDonald

Date:

Licensee Name:

Signature:

Date:



# SCHEDULE 1 – TERMS AND CONDITIONS

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1. Certification to Conduct Programs: When, in our reasonable opinion, you have satisfied the certification guidelines contained in the Instructor Resources, we will certify you to conduct each Program for which you have been certified. The Programs for which you are currently certified at the date of this Agreement are listed on the front page of this Agreement. You may conduct Program classes in those Programs, and only those Programs, for which you have been certified. Any certification of you is valid only so long as this Agreement has not been terminated and is in full force and effect.

2. Classes: You will only conduct Program classes:

- a. in accordance with this Agreement;
- b. in accordance with the Instructor Resources;
- c. in which you are certified by us, or once you have completed your initial training and we have given you consent to conduct Program classes;

3. Your obligations: You will at all times ensure that your methods of conducting the Programs:

- a. meet YogaBellies Global Ltd PTE and our high quality standards of professionalism;
- b. satisfy the standards contained in the Instructor Resources;
- c. utilize the current release of the Programs; and
- d. are not likely to damage, dilute, or diminish the reputation of the Programs, YogaBellies Global Ltd PTE and/or us.

4. Our obligations: We will

- a. maintain your certification as set forth in Paragraph 1.
- b. ensure that all training is delivered to YogaBellies Global Ltd PTE high standards of professionalism;
- c. provide Instructor Resources that are of high quality; and
- d. communicate with you on a regular basis and keep you updated with information regarding the Programs.

5. Purchase of materials: In order to conduct Program classes and to maintain your status as a Certified Instructor, you must purchase the most current release of Instructor Resources for the relevant Program on a quarterly basis.

6. Use of materials: You must not use any Instructor Resources or any other recordings, literature or materials provided by us or YogaBellies Global Ltd PTE for any purpose other than conducting Program classes in accordance with this Agreement. You must not sell, distribute, copy, alter or otherwise reproduce any Instructor Resources or any other recordings, literature or material provided by us or YogaBellies Global Ltd PTE.

7. Acknowledgement: You acknowledge and agree that:

- a. YogaBellies Global Ltd PTE owns or has rights to;
- b. we have the right to license the use of; and
- c. other than the rights granted to you in this Agreement, you will not acquire or claim any right, title, or interest in or to,
- d. the Intellectual Property, the Programs, the Instructor Resources, all other material relating to the Programs, any improvements or developments and/or any goodwill relating to any of them (collectively the "Rights"). You will not knowingly do anything that will damage, dilute, or diminish YogaBellies Global Ltd PTE and/or our interest in the Rights.

8. Disqualification: We may, without notice or opportunity to cure, immediately withdraw your certification as a Certified Instructor or refuse to train you to become a Certified Instructor if you:

- a. attend or complete less than the required training;
- b. fail to maintain the standards set forth in the Instructor Resources; or
- c. breach the terms of this Agreement.
- d. Any such withdrawal, at our sole discretion, may be temporary or permanent and may be in respect of any or all of the Programs.

9. Termination:

- a. This Agreement may be terminated with or without cause at either party's sole discretion upon the expiration of at least 7 days written notice of termination by either party.
- b. This Agreement shall terminate immediately upon the permanent withdrawal of your certification under this Agreement.

10. Obligations upon termination: On termination of this Agreement you must:

- a. stop conducting classes of the Programs or any part of any Program; and
- b. cease to use the Instructor Resources and all recordings, literature or materials provided by us or YogaBellies Global Ltd under the License, this Agreement or otherwise, and any copies of these items, which are in your possession or control.

11. Independent contractor: You are acting under this Agreement as an independent contractor and not as our employee, partner or agent.

12. Assignment: Only we may assign this Agreement, which shall be binding on any successors and assigns.

13. Entire Agreement; Amendments: This Agreement is the entire agreement and understanding between us.

You are not relying on any statements or representations by us (or by YogaBellies Global Ltd PTE) other than as set forth in this Agreement. No amendment of this Agreement will be effective unless it is in writing and signed by both you and us.

14. Force Majeure: Neither party is liable for any failure or delay in performing an obligation in this Agreement if it is due to a cause reasonably beyond the control of that party and that party has used its best efforts to perform on time despite the cause.

15. Governing Law: This Agreement will be governed by the law of Singapore, without regard to conflicts of laws principles, and the parties submit to the jurisdiction of the courts in Singapore.

16. Counterparts: This Agreement may be signed by fax or in counterparts or may be executed electronically.

17. Definitions: The following definitions shall apply in this Agreement:

Agreement means this agreement including the background recitals and schedules;

Certified Instructor means an instructor of the Programs who has been certified by us in relation to specified Programs in accordance with Paragraph 1;

Instructor Resources means all materials provided by YogaBellies Global Ltd PTE and/or us, and which may be modified by YogaBellies Global Ltd PTE and/or us from time to time for use by instructors in relation to the Programs including music, audio visual footage, choreography and education notes and instructor manuals;

Intellectual Property means all intellectual property rights and interests (including common law rights and interests) created, developed or used by YogaBellies Global Ltd PTE in relation to the Programs whether existing at the date of this Agreement or subsequently created, developed or used by YogaBellies Global Ltd PTE and including:

- a. the Trademarks, names and/or other symbols used by YogaBellies Global Ltd PTE to identify and promote itself and/or the Programs and that we permit you to use;
- b. know-how, trade secrets, technical/business or other information or experience devised, developed or acquired by YogaBellies Global Ltd PTE and applied to the development and marketing of the Programs and that we permit you to use;
- c. copyrights including copyright licenses held by YogaBellies Global Ltd PTE in any written material, routines or other works relating to the Programs and that we permit you to use;
- d. patents, registered and unregistered designs that we permit you to use;
- e. improvements or developments YogaBellies Global Ltd PTE decides to include within the Intellectual Property licensed by it and that we permit you to use; and
- f. any right to the registration of this intellectual property;

Programs means the forms of Yoga sequences designed by YogaBellies Global Ltd PTE, as may be modified or changed by YogaBellies Global Ltd PTE from time to time and any developments in them, including the routines currently known

YogaBellies® for Pregnancy, YogaBellies® for Mum & Baby, YogaBellies® for Mum & Toddler, YogaBellies® NURTURE, YogaBellies® Luna, YogaBellies® CorePlay, YogaBellies®Kidz, YogaBellies® for Fertility, Birth ROCKS, Baby ROCKS, Baby ROCKS Massage, Birth ROCKS Massage

Rights means rights as defined under paragraph 7;

Trademarks means any registered or unregistered trademarks, service marks, or trade names of YogaBellies Global Ltd PTE and/or us that is used in relation to the Programs.

18. General Construction: In this Agreement:

- a. references to a party (or YogaBellies Global Ltd PTE) include that party's (or YogaBellies Global Ltd PTE) successors and permitted assigns;
- b. references to the Distributor and YogaBellies Global Ltd PTE include their respective affiliated companies;
- c. we, us or our means the Distributor;
- d. including and similar words do not imply any limitation.