

**Payment information :** Check or m/o to be made out to Bikram Choudhury

Tuition Amount: \$ \_\_\_\_\_ (US\$7,000.00)

Housing Single room \$ \_\_\_\_\_ (US\$8,000.00)

Double Occupancy: \$ \_\_\_\_\_ (US\$3,900.00)

Total Paid in full: \$ \_\_\_\_\_

Check or Bank Draft only **US dollars:** \_\_\_\_\_

Visa or MasterCard or AE Card No : \_\_\_\_\_

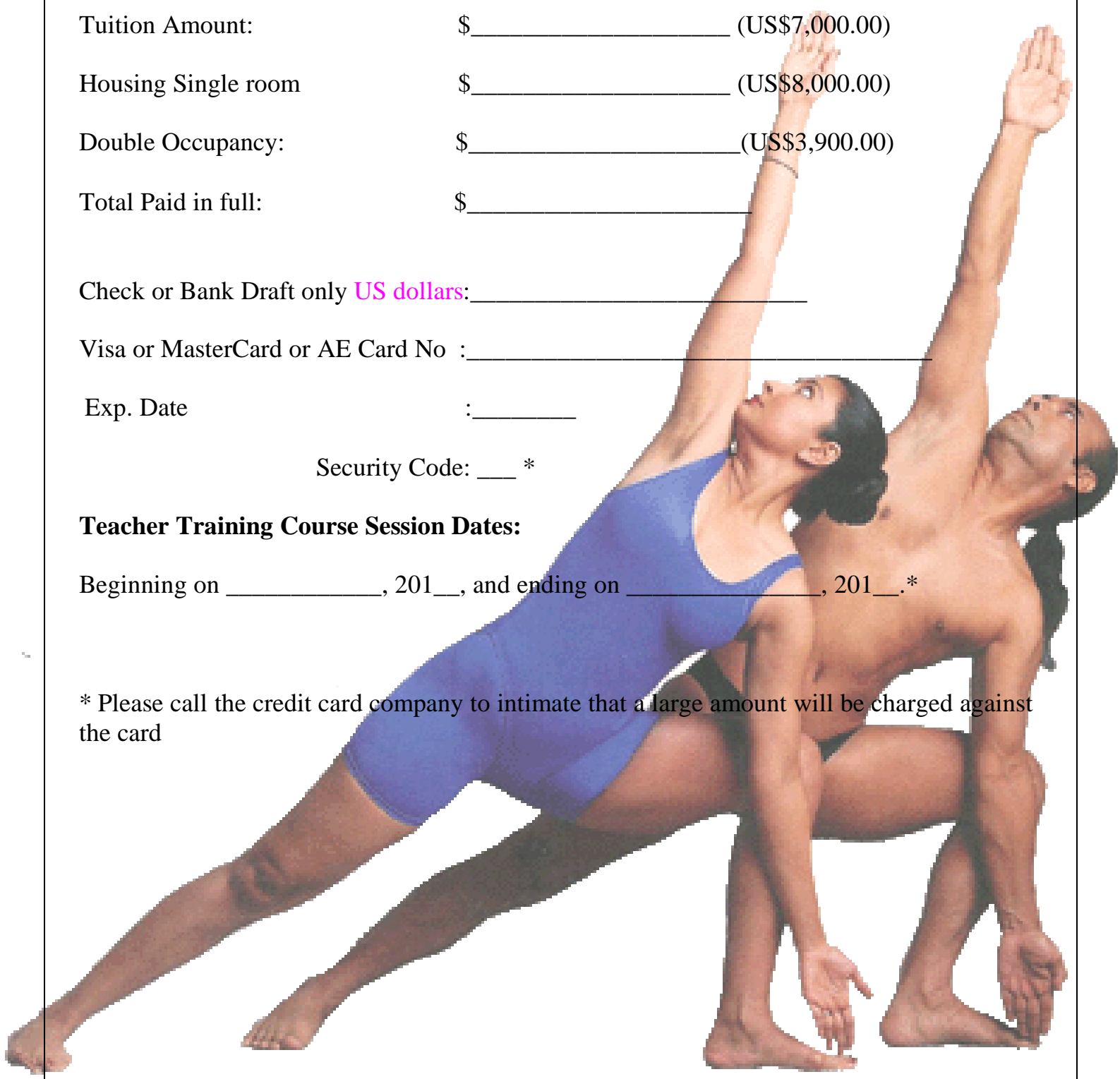
Exp. Date : \_\_\_\_\_

Security Code: \_\_\_ \*

**Teacher Training Course Session Dates:**

Beginning on \_\_\_\_\_, 201\_\_, and ending on \_\_\_\_\_, 201\_\_.\*

\* Please call the credit card company to intimate that a large amount will be charged against the card



YOUR INITIALS: \_\_\_\_\_

# BIKRAM YOGA COLLEGE OF INDIA, L.P.

## Teacher Training Agreement

**IMPORTANT – READ CAREFULLY:** This Teacher Training Agreement (this “*Agreement*”) is a legal contract between you (as defined below) and Bikram’s Yoga College of India, L.P., a California limited partnership (hereinafter, “*Bikram*”). BY ENTERING INTO THIS AGREEMENT, OR BY BEGINNING THE TEACHER TRAINING COURSE, AS DESCRIBED HEREIN, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW.

### 1. Definitions.

“*Authorized Studio*” means a Bikram Yoga studio that is licensed and authorized by Bikram to offer the Bikram’s Beginning Yoga Class.

“*Bikram Copyrights*” is defined in Section 6.2 of this Agreement.

“*Bikram Yoga System*” shall mean the proprietary yoga system, and accompanying dialogue, developed and owned exclusively by Bikram, know as Bikram’s Beginning Yoga Class, which includes the performance of twenty-six (26) yoga postures and two (2) breathing exercises in the following order: Standing Deep Breathing; Half Moon Pose with Hands to Feet Pose; Awkward Pose; Eagle Pose; Standing Head to Knee Pose; Standing Bow Pulling Pose; Balancing Stick Pose; Standing Separate Leg Stretching Pose; Triangle Pose; Standing Separate Leg Head to Knee Pose; Tree Pose; Toe Stand Pose; Dead Body Pose; Wind Removing Pose; Sit-up; Cobra Pose; Locust Pose; Full Locust Pose; Bow Pose; Fixed Firm Pose; Half Tortoise Pose; Camel Pose; Rabbit Pose; Head to Knee Pose with Stretching Pose; Spine Twisting Pose; and, Blowing in Firm Pose.

“*Bikram Certified Teacher*” or “*Bikram Method Teacher*” shall mean a person who, upon successful completion of the Teacher Training Course, is certified by Bikram and qualified to teach Bikram’s Beginning Yoga Class to the public at an Authorized Studio using the Bikram Yoga System.

“*Certification*” is defined in Section 2.3 of this Agreement.

“*Certification Period*” is defined in Section 2.4 of this Agreement.

“*Marks*” is defined in Section 6.1 of this Agreement.

“*Medical Consent and Waiver*” shall mean the document, attached hereto as Exhibit A, and incorporated herein by reference, indicating you, and your physician’s, verification that you are medically fit to engage in the Bikram Yoga Teacher Training Course.

“*Re-Certification Procedure*” is defined in Section 2.5 of this Agreement.

“*Teacher Training*” and “*Teacher Training Course*” are defined in Section 2.2 of this Agreement.

“you”, “your”, and “yourself” shall include you, your heirs, your administrators, and /or employees, agents, parents, subsidiaries, affiliates, successors, assigns, representatives, and attorneys.

## 2. Certification Procedure and Terms.

**2.1 Background and Purpose** - To protect the integrity of the Bikram Yoga System, only individuals who meet Bikram’s standards may offer and teach the Bikram’s Beginning Yoga Class. The Bikram’s Beginning Yoga Class can only be taught at Authorized Studios. The purpose of this Agreement is for you to complete the necessary training to become Certified to teach the Bikram’s Beginning Yoga Class. Certification means that you meet Bikram’s standards and qualifications to teach the Bikram’s Beginning Yoga Class but Certification alone does not grant you the right to teach at any particular Authorized Studio. You may only teach the Bikram’s Beginning Yoga Class if you are employed or engaged by the owner of an Authorized Studio in his or her discretion. Certification does not ensure that you will be given the opportunity to teach the Bikram’s Beginning Yoga Class.

**2.2 Instruction.** Bikram agrees to provide, and you accept, subject to the terms and conditions of this Agreement, instruction in the Bikram Yoga System for purposes of becoming a Bikram Certified Teacher/Bikram Method Teacher at Radisson LAX, Los Angeles, California, USA (the “**Teacher Training**” or “**Teacher Training Course**”). The Teacher Training Course will cover the Bikram Yoga System, yoga philosophy, yoga theory, and yoga practice, and other elements described in the Teacher Training Course outline that will be provided to you before or at Teacher Training.

**2.3 Certification Standard.** Following successful completion of the Teacher Training Course, in Bikram’s sole discretion, and subject to the terms and conditions of this Agreement and the scope of license granted hereby, you will receive certification indicating your competence and qualification to be a Bikram Method Teacher (“**Certification**”). Attendance at Teacher Training, and completion of course requirements, will not assure that you receive Certification. Bikram will be the sole arbiter of whether you successfully complete the Teacher Training Course and you hereby acknowledge and agree to the inherently subjective nature that inheres in this determination. Misrepresenting your qualifications, including the extent of your Bikram Yoga training, constitutes grounds for dismissal from or failure of the Teacher Training Course.

**2.4 Term of Certification.** Your Certification as a Bikram Method Teacher shall be for a period of three (3) years, beginning on the date of issuance of your Certification (the “**Certification Period**”).

**2.5 Re-Certification.** To maintain your Certification as a Bikram Method Teacher beyond the Certification Period, you must at least once during the last year of each Certification period (i.e., between the end of the second and the third years of each Certification period) attend, and satisfactorily complete, the Re-Certification requirements (in Bikram’s discretion) at a Re-Certification seminar (the “**Re-Certification Procedure**”). The dates, times, locations, and costs of Re-Certification seminars will be posted on the Bikram’s Yoga College of India web site [www.BikramYoga.com](http://www.BikramYoga.com). Successful completion of the Re-Certification Procedure shall, in Bikram’s sole discretion, entitle you to an additional three (3) year Certification Period commencing upon the expiration of the prior Certification Period. You may seek Re-Certification as a Bikram Method Teacher, pursuant to the Re-Certification Procedure, as often as you wish. If you fail to satisfactorily complete the Re-Certification requirements then you will be required to attend two (2) classes a day for one (1) week at Bikram’s Yoga College of India World Headquarters, and in addition teach one (1) full Bikram’s Beginning Yoga Class to Bikram Choudhury’s or his designee’s sole satisfaction, at the Bikram’s Yoga College of India World Headquarters.

YOUR INITIALS: \_\_\_\_\_

Suite 150, Los Angeles, CA 90064 USA (or any successor location), at any time other than when a Teacher Training Course is being held.

**3. Your Responsibilities.** As you pursue Certification during the Teacher Training Course, and after the Teacher Training Course, your responsibilities shall include, but not be limited to, the following (the failure to satisfy these requirements shall be cause for termination of this Agreement and/or shall cause you to not be certified):

**3.1 Medical Consent.** Providing Bikram with a copy of the Medical Consent and Waiver, attached hereto as **Exhibit A**, signed by you and your physician, prior to beginning the Teacher Training Course. Should your medical condition materially change after you submit your Medical Consent (for example, you suffer an accident or become pregnant), you must provide another Medical Consent and Waiver after receiving another exam and approval from your doctor.

**3.2 Complete Course Requirements.** Satisfactorily completing all requirements of the Teacher Training Course, as determined by Bikram in his sole discretion, including, but not limited to, satisfactorily learning and being able to perform all of the postures, completely memorizing the dialogue and being able to recite the dialogue to practicing students, and complying with the Student Rules and Requirements attached hereto as **Exhibit B**.

**3.3 Comply With This Agreement; Quality Control.** Faithfully observing the terms of this Agreement, and upon Certification, teaching the Bikram's Beginning Yoga Class utilizing the Bikram Yoga System, and only the same, methods, practices, dialogue, and principles you were taught in the Teacher Training Course.

**3.4 Comply With All New Conditions in Future.** Complying with all new conditions and matters pertaining to the Teacher Training Course, Certification, Re-Certification, and quality control as hereafter may be established by Bikram.

**3.5 Publicity and Privacy.** Granting to Bikram the right to use pictures, audios, or videos of you obtained during the Teacher Training Course, which right is hereby granted.

**3.6 Honor Code.** Maintaining high ethical conduct whereby you must not lie, cheat, steal, or fail to comply with any of the terms of this Agreement (the "**Honor Code**"). You must also report to Bikram any violations of the Honor Code by any other student attending the Teacher Training Course, any certified Bikram Method Teachers, or any persons who are purporting or have purported to be Bikram Method Teachers. Violations of the Honor Code include, but are not limited to, offering yoga classes that do not strictly comply with the Bikram Yoga System, holding oneself out as a certified Bikram Method Teacher if one is not (either because of a failure to certify or a lapse of Certification), or offering to train persons to become Bikram Yoga teachers. As part of the Honor Code, you have an obligation to report violations of the Honor Code that you become aware of and if you do not, you will yourself be in violation of the Honor Code.

**3.7 Notices of Change of Address.** Every time you change your address, you must provide Bikram with your new address.

**4. Rights and Limitations of Certification.**

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**4.1 Right to Teach at Authorized Studios.** Subject to the terms and conditions of this Agreement, and receipt of your Certification, Bikram grants you the right to teach the Bikram's Beginning Yoga Class using the Bikram Yoga System at any Authorized Studio that engages or employs you to teach at such studio. You may only offer and teach Bikram's Beginning Yoga Class in strict conformity with the guidelines established by Bikram, in his sole discretion, and supplied to you from time to time, provided that you shall not offer or teach the Bikram's Beginning Yoga Class or any other class associated with Bikram or the Bikram Yoga System through any business or establishment that is not an Authorized Studio as determined in Bikram's sole discretion.

**4.2 Restrictions and Limitations.**

**4.2.1 No Teaching of Other Prospective Teachers.** Certification or Re-Certification does not entitle, nor qualify, you to train, teach, or give instruction to others in connection with, or towards completion of, the Teacher Training Course, or any portion or derivative thereof.

**4.2.2 No Variance of the Dialogue.** You may not vary the dialogue in any manner whatsoever.

**4.2.3 No Additional or Different Elements.** You may not add to, subtract from, or otherwise modify with respect to the classes you are certified to teach, any element (such as without limitation, varying, adding to or subtracting from the prescribed poses and dialogue, varying from the prescribed classroom temperature or class duration, music or other yoga postures or exercises, etc.).

**4.2.4 No License of Marks or Copyrights.** This Agreement does not grant you any right or license to use any of the Marks or the Bikram Copyrights for any purpose whatsoever and you are expressly prohibited from doing so without Bikram's prior written consent. Only Authorized Studios are granted a license to use the Marks and the Bikram Copyrights.

**4.2.5 Effect of Termination of Certification or Agreement.** Upon the expiration or termination of this Agreement or the expiration or termination of your Certification or Re-Certification, you are expressly prohibited from teaching Bikram's Beginning Yoga Class and you may no longer use the Bikram Yoga System in any manner whatsoever, including, but not limited to, teaching any form of yoga in a room that is designed to mimic the temperature and humidity conditions that comprise a component of the Bikram Yoga System or teaching yoga under the Marks or under any other trade name, trademark, service mark or other logo or commercial symbol that indicates a connection to Bikram or the Bikram Yoga System, including, but not limited to, "Hot Yoga" or any similar name.

**4.2.6 No Jewelry.** During the Teacher Training Course, you agree not to wear jewelry of any kind, including but not limited to any necklaces, bracelets, rings, jewels, trinkets, charms or ornaments, except for a wedding band on your ring finger which is allowed solely at Bikram's discretion.

**5. Opening Your Own Bikram Franchised School.** If you are interested in purchasing a franchise to open an Authorized Studio, you must first apply to Bikram in writing and satisfy all criteria considered by Bikram in making the determination of whether to grant a Bikram Yoga franchise. Failure to obtain the written permission of Bikram to the opening of such a studio by execution of a franchise agreement shall constitute a material breach of this Agreement and grounds for immediate termination of your Certification. To be eligible to open an Authorized Studio, you must, at a minimum, have: (i) been a Certified Bikram Teacher for six (6) months immediately preceding the franchise application date; and (ii) taught a minimum of 75 Bikram's Beginning Yoga Class classes (a number of classes which can be

objectively verified). Bikram may impose additional conditions, and the ultimate decision to grant you a franchise to open an Authorized Studio shall be made in Bikram's sole discretion. You must check the [www.BikramYoga.com](http://www.BikramYoga.com) web site for any current, or additional, conditions to, and procedures for, opening an Authorized Studio.

## 6. Proprietary Rights.

**6.1 Trademarks.** "Bikram," "Bikram's Yoga College of India," "Yoga College of India," "Bikram's Beginning Yoga Class," "Bikram's Basic Yoga System," "Bikram Method," "Bikram Yoga," "Bikram's Yoga," "Bikram System," the Bikram Yoga System trade dress, and the Bikram logo (known as Bikram in Spine Twisting Pose) are trademarks and service marks owned by Bikram, certain of which are either registered or are the subject of applications for registration under, and certain or all of which may be protected under U.S. and international laws (collectively, the "Marks"). You acknowledge that you are not granted any license to use the Marks under this Agreement and only Approved Studios may use the Marks in connection with the teaching of Bikram's Beginning Yoga Classes. To protect and preserve the goodwill and image of the Marks and the Bikram Yoga System, you shall avoid deceptive, misleading, or unethical practices that are, or might be, detrimental to the Bikram Yoga System, Bikram, his customers, or the public.

**6.2 Copyrights.** U.S. Copyright laws and international treaties also afford protection to all or certain material elements of the following, in all of which Bikram claims copyrights: the Bikram Yoga asana sequence; the dialogue used to teach Bikram's Beginning Yoga Class; all material provided in the Teacher Training Course and Re-Certification sessions, or in connection with any other course of instruction; and all publications of or by Bikram Choudhury, or Bikram's Yoga College of India, including, without limitation, all books, documentation, texts, audio tapes, video tapes, films, sound recordings, photographs, all copies thereof, and any and all derivative works thereof, and all changes and/or modifications thereto (the "Bikram Copyrights"). All rights, title, and interest in and to the Bikram Copyrights are the sole and exclusive property of Bikram. This Agreement does not provide you with title or ownership of any of the Bikram Copyrights or any license to duplicate, copy, sell, publish or otherwise use any of the Bikram Copyrights. Except as expressly authorized by this Agreement, publication, exhibition or demonstration or any of the Bikram Copyrights, or any portion thereof or exercise related thereto, by or through any medium or publication (electronic or otherwise), including books, magazines, film, photographs, or electronic images is expressly prohibited. Bikram asserts his claim to the moral right to be identified as the author of the Bikram Copyrights.

**6.3 Limitations on Use.** The Bikram Yoga System, and any and all methods, dialogue exercises, and/or materials related thereto may only be used, demonstrated, taught, or instructed by a Bikram Method Teacher or Bikram Certified Teacher while holding a valid Certification and only from an Authorized Studio. No right is granted to you by this Agreement, nor by Certification or Re-Certification, in the Bikram Copyrights (or any books, method, dialogue, and/or exercise related thereto), the Marks, nor any photograph or likeness of Bikram. You may not use, publish, display, advertise, copy, modify, or distribute any Bikram Copyrights (or any method, dialogue and/or exercise related thereto), the Marks, nor any photograph or likeness of Bikram. You will use your best efforts to cooperate with Bikram to verify compliance with the terms of this Agreement.

## 7. Restrictive Covenants.

**7.1 Reason for Covenants.** You acknowledge that the Bikram Yoga System, the training and assistance provided by Bikram in the Teacher Training Course, and the proprietary information disclosed to you during and following the Teacher Training Course (the "Know-How") are of considerable value and

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would not be acquired except through implementation of this Agreement. Further, you acknowledge that Bikram has devoted significant time and money in the development of the Bikram Yoga System. As a result, you agree that Bikram possesses a proprietary interest in such Know-How that the parties acknowledge as trade secrets owned by Bikram. Further, you understand and agree that competition by you could seriously jeopardize Bikram and the Bikram Yoga System because you will receive an advantage through the training provided to you pursuant to this Agreement and Bikram's disclosure of the Know-How to you.

**7.2 Covenants Relating to Know-How.** You agree that you: (i) will not use the Know-How in any business or capacity other than the teaching of Bikram's Beginning Yoga Class at an Authorized Studio pursuant to the terms of this Agreement; (ii) will maintain the confidentiality of the Know-How at all times; (iii) will not make unauthorized copies of any portion of the Know-How disclosed in written or electronic form; (iv) will adopt and implement all reasonable procedures that Bikram prescribes from time to time to prevent unauthorized use or disclosure of any of the Know-How; and (v) will immediately cease to use the Know-How upon the expiration or termination of this Agreement or at any time that you are not Certified or you are not engaged or employed by an Authorized Studio.

**7.3 Covenants Relating to Unfair Competition.** You agree that you shall not directly or indirectly compete with Bikram during the term of this Agreement. For purposes of the preceding sentence, you will be deemed to compete with Bikram if you engage in any of the following activities:

(i) acquiring, developing, owning, operating, maintaining or having any other interest (including as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative or agent) in any business that derives at least 50% of its revenue from providing yoga classes and/or selling yoga related products anywhere within the United States (a "**Competitive Business**"), other than owning an interest of five percent (5%) or less in a Competitive Business that is a publicly traded company;

(ii) teaching yoga from any location other than an Authorized Studio;

(iii) diverting or attempting to divert any business from Bikram (or another Authorized Studio) to a Competitive Business; or

(iv) inducing either (a) any of Bikram's employees or managers or the employees or managers of an Authorized Studio to leave the employ of said party or (b) any student of Bikram's (or a student of an Authorized Studio) to transfer their business away from Bikram or the Authorized Studio, as applicable, to you or to any other person that is not then an Authorized Studio.

For the two (2) year period immediately following the termination or expiration of this Agreement, you agree that you will not engage in either of the activities described in Section 7.3(iii) or Section 7.3(iv).

**7.4 Reasonableness of Covenants.** You acknowledge and agree that: (i) the covenants described above are reasonable both in time and in scope of geographic area; (ii) Bikram's use and enforcement of covenants similar to those described above with respect to other individuals who attend the Teacher Training Course is a benefit to you in that it prevents others from unfairly competing with you; and (iii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of these covenants. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THESE COVENANTS AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

**8. Term and Termination.**

**8.1 Term and Termination.** This Agreement is effective until terminated by either you or Bikram, or upon the expiration of the Certification Period and failure to obtain Re-Certification, whichever occurs first. You may terminate this Agreement at any time by discontinuing your teaching of the Bikram's Beginning Yoga Class and use of the Bikram Yoga System and providing Bikram with written notice of termination. Upon the expiration or termination of this Agreement, you must comply with the provisions of Section 4.2.5 and you must also destroy all Teacher Training Course materials and items related thereto that are in your possession or control and all other materials pertaining to a Bikram's Beginning Yoga Class or the Bikram Yoga System, including all copies thereof.

**8.2 Grounds for Termination and Effect Thereof.** Without prejudice to any other rights, Bikram may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. Grounds for termination of this Agreement include, but are not limited to:

**8.2.1 Non-Bikram Yoga Studios.** Offering Bikram Yoga in any facility that is not an Authorized Studio as determined in Bikram's sole discretion;

**8.2.2 Teacher Training.** Teaching, purporting to teach, or advertising the teaching of other prospective Bikram Yoga teachers;

**8.2.3 Changing the Class.** Teaching Bikram's Beginning Yoga Class in a manner that deviates in any way from that taught to you in Teacher Training, or as subsequently directed by Bikram to be taught (including, but not limited to: altering the dialogue, the length of the class, the number or order of the asanas; using music in class; varying from prescribed classroom temperatures; including any other form of yoga, meditation, or exercise in the class; or offering silent classes);

**8.2.4 Quality Control.** Failing to comply with any quality control standards imposed by Bikram whether now existing or hereafter established; or

**8.2.5 Intellectual Property Violation.** Unauthorized use of the Bikram Copyrights or the Marks.

**8.3 Survival.** The provisions contained under the headings Restrictions and Limitations, Proprietary Rights, Restrictive Covenants, Representations and Acknowledgements, Disclaimer of Warranty, Indemnification and General shall survive any termination or expiration of this Agreement.

**9. Representations and Acknowledgements.**

**9.1 Six (6) Months of Continuous Preparation.** Practicing daily Bikram's Beginning Yoga Class for a continuous six (6) month period immediately preceding the Teacher Training Course is a mandatory prerequisite. All applicants must demonstrate fitness and competency to a director of an Authorized Studio, who must in turn recommend you via a written letter. You hereby represent that you satisfy these conditions to attending the Teacher Training Course.

**9.2 No Earnings Claim.** You acknowledge and agree that Bikram has not and will not provide any estimate of earning potential with respect to becoming a Bikram Certified Teacher or obtaining Certification. You understand that even if you receive Certification, you may not derive any revenue in connection with teaching Bikram's Beginning Yoga Class.

**9.3 No Right to Operate a Business.** You understand that this Agreement does not in any way authorize or enable you to start a business (whether through operating an Authorized Studio or teaching at an Authorized Studio). You understand that you must be engaged or employed by an Authorized Studio in order to teach Bikram's Beginning Yoga Class and Bikram cannot guaranty that you will be engaged or employed by an Authorized Studio.

**9.4 No Existence of a Market.** You understand that Bikram does not represent that it will provide you with any assistance in locating students for your Bikram's Beginning Yoga Classes. Bikram does not make any representations regarding the existence of a market for Bikram's Beginning Yoga Class.

**9.5 No Marketing Plan.** You understand that Bikram will not provide a marketing plan or sales program in connection with this Agreement or the Teacher Training Course. You will be solely responsible for any marketing or other promotional activities.

**9.6 No Refund.** You understand that Bikram has no obligation to refund any amount that you pay if you are not satisfied with the Teacher Training Course. Bikram will only be obligated to refund amounts that you pay to Bikram to the extent required by Section 13 and Section 14 of this Agreement.

**10. Disclaimer of Warranty.** BIKRAM SHALL HAVE NO LIABILITY TO YOU AS A RESULT OF, OR ARISING OUT OF, THE BIKRAM YOGA SYSTEM, THE TEACHER TRAINING COURSE, OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE. BIKRAM MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THE AGREEMENT OR ANY OTHER COMMUNICATION, AND BIKRAM SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**11. Waiver of Liability.** As a material inducement to admit you to the Teacher Training Course, and as a material factor in the determination of the tuition charged therefore, you hereby waive any and all claims, and agree not to hold Bikram Choudhury or Bikram's Yoga College of India, including their employees, agents, representatives, successors, assigns, partners, and instructors, responsible for any injuries, including any special or consequential damages, suffered by you or loss which you may incur that is caused in whole or in part, may arise, occur, or be attributable to: (1) a breach of any representation, warranty, or promise made by you; (2) any misstatements made by you; (3) your failure to follow the instructions of your instructor(s); (4) your failure to disclose in writing any physical impairment or condition of yours; (5) your inability or failure to satisfactorily complete the Teacher Training Course; (6) the hotel accommodations facilities and/or accommodations arranged for you during the time you pursue the Teacher Training Course; (7) the courses offered and standard of instruction; (8) any accident guaranteed space in a preferred course due to illness, acts of god, civil unrest, terrorism, or any other unforeseen circumstances; (9) any accident, injury or loss that occurs during Teacher Training on, or off of or outside of, the physical premises of Bikram's Yoga College of India, or their employees, agents, representatives, successors, assigns, partners, and instructors; or (10) your participation in the Teacher Training Course. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long a given warranty may last, so the above limitations may not apply to you.

**12. Indemnification.** You agree to indemnify, defend and hold Bikram, and Bikram's affiliates, franchisees, licensees, employees, agents, representatives, successors, assigns, partners, and instructors harmless from and against any and all claims, liabilities, costs, or expenses, including reasonable attorney's fees, arising out of or resulting from: (a) your breach of any provision of this Agreement; (b) your

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negligence, recklessness, or willful misconduct; or (c) your assertion of a claim contrary to the provisions of the Waiver of Liability section of this Agreement.

**13. Refund Policy.** Teacher Training is designed solely for those students who desire to achieve the highest level of physical, mental, emotional and spiritual development through intense study of the Bikram Yoga System. The ability to learn the Bikram Yoga System in a relatively short period of time to the extent necessary to teach Bikram's Beginning Yoga Class to others requires that the mind and body go beyond what the average person believes he or she can achieve. The essence of Teacher Training therefore requires that each student work through various barriers to complete the Teacher Training Course. Students must go through an application process and then are permitted by invitation only to participate in the Teacher Training because: (i) the facilities can accommodate only a limited number of students; (ii) there are more applicants than spots available; (iii) the Teacher Training Course is very rigorous; (iv) students are provided the opportunity to learn Bikram's Yoga System directly from the world-renowned yogi Bikram Choudhury, Bikram's wife Rajashree Choudhury, very advanced Bikram Yoga System teachers, and specialists in other fields from around the world; (v) Teacher Training is offered only twice a year; and (vi) the Teacher Training Course is extremely physically and mentally draining on Bikram Choudhury and the other instructors, many of whom put their other activities on hold while they devote their time to participate in Teacher Training. For these and other reasons, if a student were to quit Teacher Training he or she will have taken a spot that another very deserving prospective student could have taken and which will not be able to be filled by Bikram. Commitment to the program is therefore mandatory. Bikram's Yoga college of India offers prospective students the opportunity to learn about Teacher Training, what it involves, and its rigorousness prior to applying. In the event a student voluntarily decides not to attend Teacher Training and communicates such decision to Bikram in writing at least thirty (30) days prior to orientation, a student that voluntarily leaves or decides not to attend Teacher Training is not entitled to any refund, in whole or in part, of the Teacher Training Course fees. This policy is necessary for the reasons stated above, and has been adopted by Bikram based on each student's representation that he or she has committed to the program. Bikram's experience has shown that while certain students' fortitude, endurance, patience, perseverance, and courage will be tested in Teacher Training, every student accepted into Teacher Training can endure its rigors. Hotel accommodations are non-refundable.

**14. Buyer's Right to Cancel.** In accordance with California Education Code CED 94810 and 94822, Bikram is required to disclose that an application for admission becomes a legally binding agreement when signed by an applicant and accepted by Bikram. However, newly registering students have the right to request a refund of all monies paid, less a Registration Fee of US\$100, thirty (30) days prior to orientation, as described in Section 13 of this Agreement. Refunds due under the terms of the Refund Policy will be provided within thirty (30) days of the date of the student's written request for cancellation. Accordingly, requests for cancellation must be made in writing to Bikram Choudhury, Bikram's Yoga College of India, 11500 W. Olympic Boulevard, Suite 150, Los Angeles, CA 90064, USA. If you cancel or withdraw early, you must return to Bikram all materials you have received from Bikram, including all copies of the dialogue and you may not retain any copies whatsoever.

**15. General Provisions.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof, as they are applied to agreements entered into and to be performed entirely within the State of California. Any action you, any third party, or Bikram brings to enforce this Agreement or in connection with any matters relating to the Bikram Yoga System shall be brought only in either the state or federal courts located in Los Angeles County, California, and you expressly consent to the jurisdiction of said courts. The prevailing party in any dispute concerning this Agreement shall be entitled to recover from the other party its reasonable attorney's fees and costs. If any provision of this Agreement shall be unlawful, void or for any

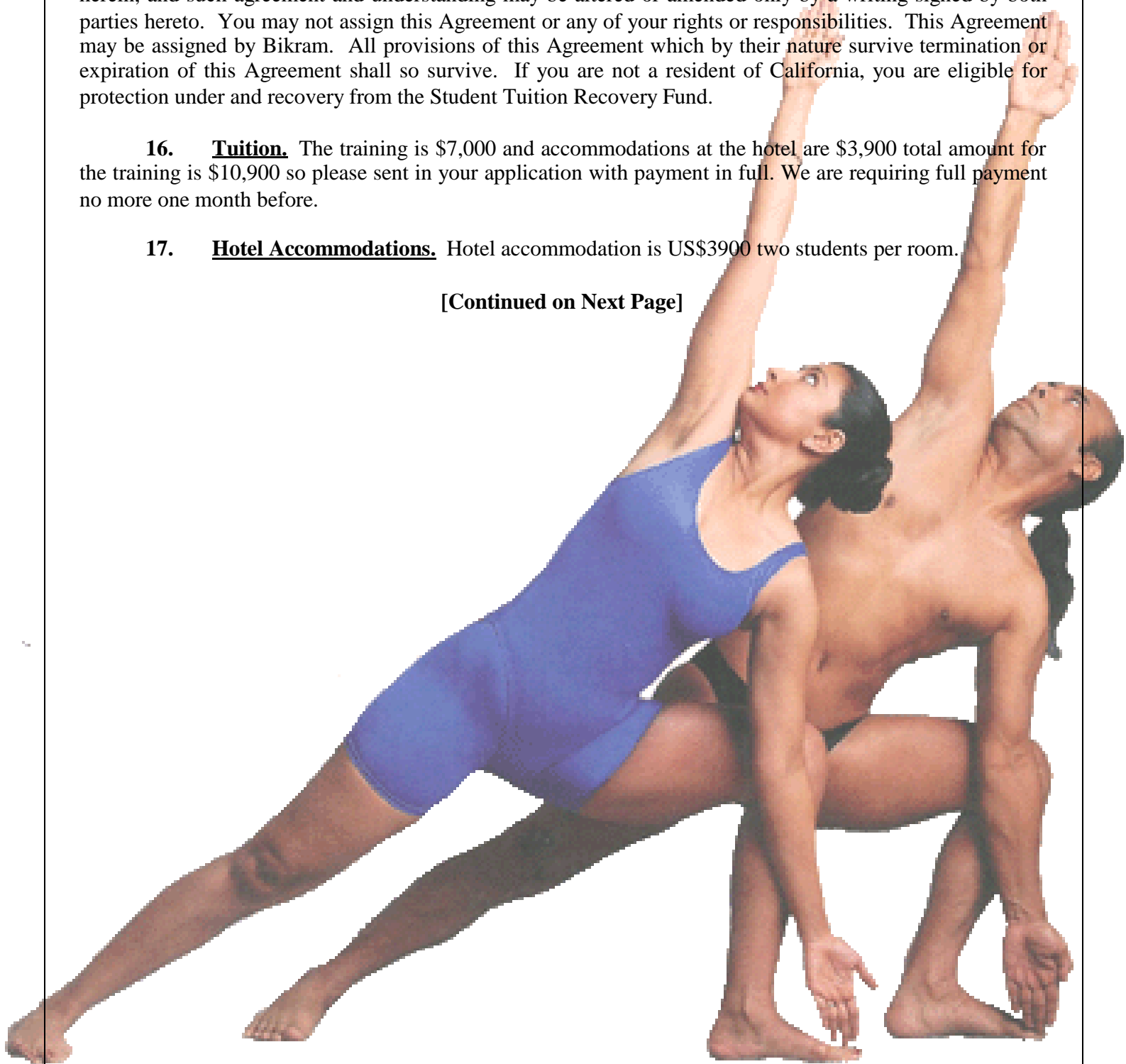
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reason unenforceable, then that provision shall be deemed severable from this Agreement. This Agreement constitutes the entire agreement and understanding between you and Bikram and supersedes any prior or contemporaneous agreements or understandings, whether written or oral, relating to the matters contained herein, and such agreement and understanding may be altered or amended only by a writing signed by both parties hereto. You may not assign this Agreement or any of your rights or responsibilities. This Agreement may be assigned by Bikram. All provisions of this Agreement which by their nature survive termination or expiration of this Agreement shall so survive. If you are not a resident of California, you are eligible for protection under and recovery from the Student Tuition Recovery Fund.

**16. Tuition.** The training is \$7,000 and accommodations at the hotel are \$3,900 total amount for the training is \$10,900 so please sent in your application with payment in full. We are requiring full payment no more one month before.

**17. Hotel Accommodations.** Hotel accommodation is US\$3900 two students per room.

**[Continued on Next Page]**



YOUR INITIALS: \_\_\_\_\_

**My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the cancellation and refund policies have been clearly explained to me.**

**I also understand this Agreement becomes a legally binding instrument when signed by me and Bikram.**

Name (PRINT): \_\_\_\_\_

Bikram's Yoga College of India, L.P.,  
A California limited partnership

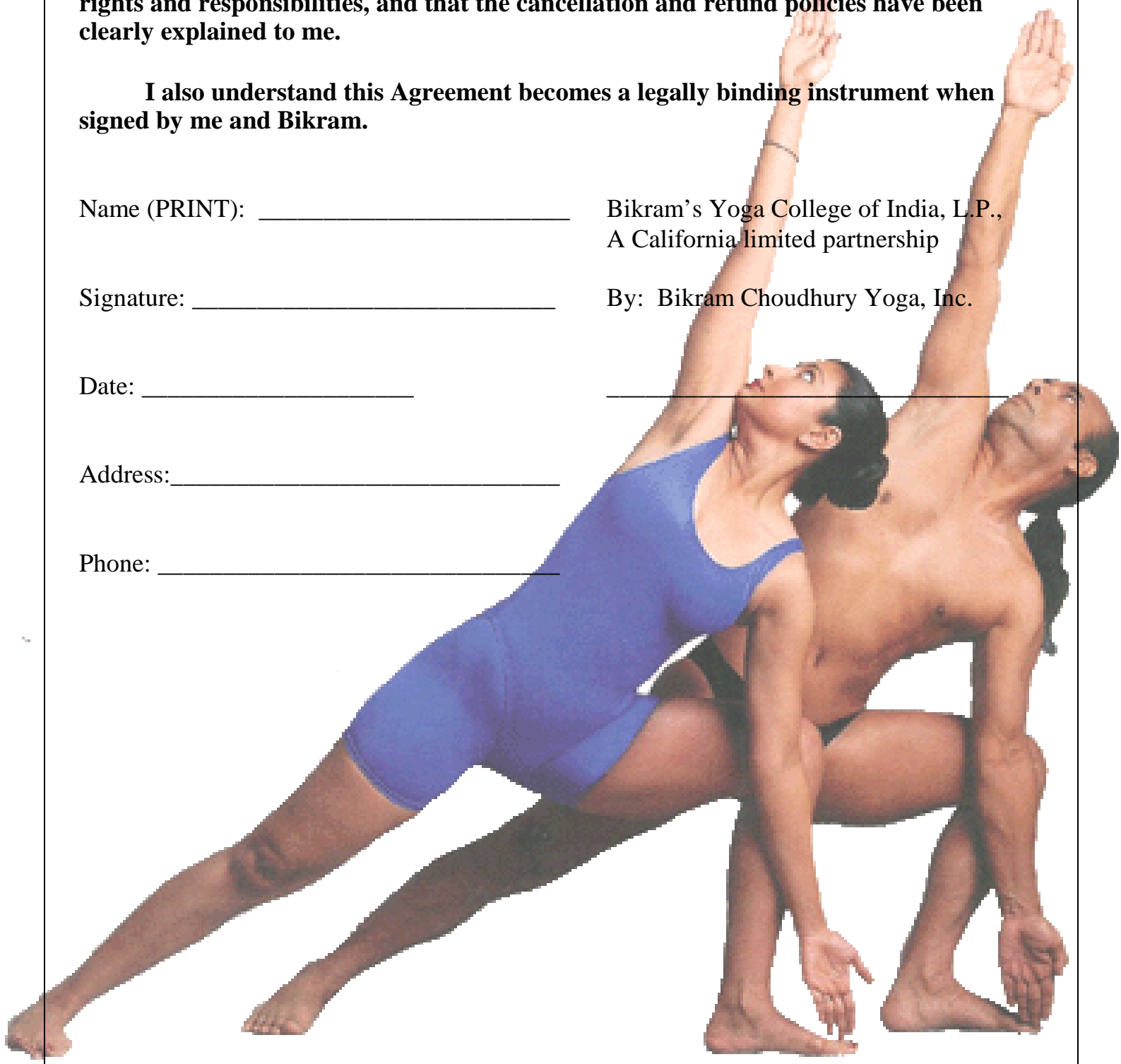
Signature: \_\_\_\_\_

By: Bikram Choudhury Yoga, Inc.

Date: \_\_\_\_\_

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

Phone: \_\_\_\_\_



YOUR INITIALS: \_\_\_\_\_

## Exhibit B

### Students Rules and Requirements

The following are the minimum requirements that must be met to receive certification:

1. All requirements detailed in this Agreement must be adhered to both prior to and during the Teacher Training Course. Failure to comply with any requirement in this Agreement may, in Bikram's sole discretion, result in your dismissal from the Teacher Training Course and jeopardize your certification.
2. Attendance at **all** classes is mandatory. You may only be excused from class with Bikram's permission. Not meeting attendance requirements will jeopardize certification.
3. Everybody is required to sign in and out each day. Do not sign in for others or sign for more than one (1) day at a time. To do so is dishonest.
4. You must participate actively in classes. Attendance alone is insufficient. Please exercise discipline when classes and lectures are in progress. Talking among each other, eating, and lying down are disrespectful to the teacher.
5. You must complete all work assigned for each class satisfactorily. You must study outside of class hours. In short, homework. For all classes in which an exam is given, you must pass with a score of at least seventy (70) percent.
6. You must memorize the dialogue for the twenty-six (26) postures and two (2) breathing exercises. You must demonstrate your proficiency in delivering the dialogue in the posture clinic to Bikram's satisfaction.
7. Please be on time to class. Lateness will be treated as an absence.
8. Your group assignment ensures a fair rotation among our teachers. It is permanent and you may not transfer between groups. Each group will take class with every other group during the training, so you will work with all trainees and teachers over the course of the two (2) months.
9. All students should maintain a peaceful, respectful atmosphere at all times. Remember that we have to serve our regular yoga students as well as the teacher trainees.
10. Smoking or drug and alcohol use is prohibited and will lead to immediate dismissal from the training.
11. All students must attend the 8:00 a.m. Saturday class. You may not substitute a later class on Saturday.
12. You must not wear jewelry at any time during the Teacher Training Course, except for a wedding ring on your ring finger in accordance with Section 4.2.6 of this Agreement. Failure to comply with this requirement may jeopardize your certification.
13. Failure to meet any of the above requirements will result in withholding of your certification until you demonstrate your proficiency to Bikram's satisfaction.

Please understand that failure to meet requirements will jeopardize your certification.