

**SUBLICENSE AGREEMENT For
Certified SVAROOPA® Vidya Meditation Teachers**

1. Date. _____.

2. Parties. Svaroopaa® Vidya Ashram, a Pennsylvania nonprofit corporation, of 1400 Hampton Drive, Downingtown PA 19335 (SVA),
and _____ of _____ (Teacher).
(name) (city & state)

3. Recitals. SVA is the owner of the marks listed at **Schedule A** below (Mark(s)) as used in connection with the yoga-related instruction works/materials and yoga practice accessories listed at Schedule A (Goods) and in connection with the yoga instruction services listed on **Schedule A** (Services), together with the goodwill of the business symbolized thereby. SVA is a licensee of such Marks in connection with the Goods and Services.

4. Grant of License. (a) Subject to the terms and conditions hereof, SVA hereby grants to Teacher for the Term specified below at paragraph 15, a non-exclusive, non-transferable, royalty-free license in the Territory to use the Marks solely in connection with the marketing, promotion, advertisement, distribution, provision and sale of the Goods and Services. This grant also includes the right to market, promote, advertise, distribute and resell the Goods in connection with the provision and sale of the Services by Teacher. The rights granted to Teacher shall not include the right to sublicense nor the rights to manufacture, reproduce, adapt, copy or modify the Goods. Teacher may not use the words "Svaroopaa" or "svaroopaa" in their business name, website address, email address or in other business identity devices.

5. Maintenance of Quality. In the course of marketing, promoting, advertising, distributing, providing and selling the Goods and Services under the Marks, Teacher shall maintain and adhere to standards of quality provided below at **Schedule B** and those imposed by law. Such quality standards are designed to ensure that the quality of the Goods and Services furnished under the Marks are consistent with the high reputation of the Marks and conform with applicable laws. Whenever SVA wishes to change the quality standards, it will notify Teacher of such changes, and will give Teacher reasonable time to make the changes required for Teacher to conform to the amended quality standards. To maintain quality standards, SVA and its authorized representatives shall have the right, but not the obligation, to inspect, monitor, and evaluate facilities and teaching practices used to furnish the Goods and Services.

6. Trademark Symbols and Notices. Teacher shall cause the registration symbol "®" to be placed adjacent to the Mark in connection with use thereof and to indicate such additional information as SVA shall reasonably specify from time to time concerning the licensed rights under which Teacher uses the Marks. Teacher shall place the following notice on all printed and electronic materials on which any of the Marks appear: "XXX is a registered service mark [trademark] of SVA used under license" (in which "XXX" is replaced by the specific Mark identified), or such other notice as SVA may specify.

7. Trademark Usage. Teacher shall not use the Marks in connection with goods or services other than the Goods and Services, nor outside the Territory. Also, Teacher shall not use the Marks in any manner that would reflect adversely on the image of quality symbolized by the Marks, nor shall Teacher engage in any conduct which may place the Goods and Services, the Marks, or SVA in a negative light or context. Teacher agrees to comply with and adhere to trademark usage guidelines for the depiction or presentation of the Marks, as furnished from time to time by SVA. Moreover, Teacher shall use the Marks in a manner consistent with the brand image and principles established by SVA and communicated to Teacher by SVA initially during SVA courses and from time to time thereafter. Teacher shall, at the reasonable request of SVA during the Term hereof, furnish samples to SVA of marketing, advertising and promotional materials utilizing the Marks for the purposes of review.

8. Ownership. Teacher acknowledges SVA's exclusive right, title, and interest in the Marks and that nothing herein shall be construed to give Teacher any rights in relation to the Goods, Services, or Marks, except as expressly provided herein. Teacher's use of the Marks shall not create in Teacher any right, title or interest in the Marks or the Goods or Services. Similarly, Teacher acknowledges that SVA is the sole owner of all rights, titles, and interests, including without limitation copyrights and moral rights, in all works of authorship created by SVA and its employees or identified as Goods under this Agreement, and that Teacher acquires no rights, titles, or interests in such works other than the limited rights to distribute them under this Agreement.

9. Advertising Materials. Teacher shall have a non-exclusive, royalty-free license to use language, concepts and themes describing Svaroopaa[®] Yoga, owned by or licensed to SVA and provided to Teacher for marketing purposes in connection with advertising and promotional materials developed by Teacher; provided, that the rights granted under such license shall be limited solely to the use of such materials and shall not extend the Term of the license with respect to the Marks, and further provided that Teacher is not required to use any such language, concepts, or themes. Teacher is entirely free to develop his/her own marketing plan or system for offering the Goods and Services and that SVA is not prescribing how Teacher may market his/her services.

10. No Challenge by Teacher. Teacher will not (a) challenge SVA's rights, titles or interests in the Marks or Goods (other than to assert the specific rights granted to Teacher hereby); (b) do or cause to be done or omit to do anything, the doing, causing or omitting of which would contest or in any way impair the rights of SVA in the Marks or the Goods; and (c) represent to any third party that Teacher owns any rights in the Marks or the Goods other than the non-exclusive rights expressly conferred herein.

11. Notice and Prosecution of Infringement. Teacher will notify SVA promptly, in writing, of any alleged, actual or threatened infringement of rights to the Marks or Goods within the Territory. However, SVA has the sole right to take action on any such infringement.

12. Indemnification. Teacher will indemnify SVA and their Affiliates against and hold them harmless from any loss or liability suffered or incurred by SVA or their Affiliates by reason of a third party claim arising out of or relating to (a) Teacher's use of the Marks or (b) Teacher's marketing, promotion, advertisement, distribution, provision or sale of any Goods and Services under the Marks, and (c) Teacher's services offered in connection with the Marks, including without limitation claims for: unfair or fraudulent advertising, breach of warranty, product defect or liability, and bodily and personal injury. Notwithstanding the foregoing, Teacher will not be required to indemnify any loss or liability arising solely out of Teacher's use of the Marks in compliance with the terms of the trademark usage guidelines in this Agreement or any loss or liability arising out of claims that the Marks or Goods, as provided by SVA, infringe any proprietary right of a third party. "Affiliates" means owners, shareholders, officers, directors, employees, agents, successors, assigns, attorneys, and accountants.

13. Insurance. At his/her sole expense, Teacher shall procure from a reputable carrier and maintain a policy of insurance reasonably satisfactory to SVA with limits of at least \$1M/\$1M. The coverage shall be maintained during the entire Term and shall include without limitation comprehensive liability, with SVA and its Affiliates to be named insureds. The principal purpose of such coverage is to protect SVA and its Affiliates from personal and bodily injury claims made by customers and clients. Notwithstanding any other provision of this Agreement, the term of the license shall not commence until such insurance is purchased and the certificate of insurance is provided to SVA, and the license will terminate whenever such insurance expires or is cancelled.

14. Relationship of Parties. In relation to SVA, Teacher shall be an independent contractor, and not an employee, partner, joint venturer, agent, or legal representative, so that Teacher will have no right or

authority to assume or create any obligations for or on behalf of SVA, nor shall Teacher commit any act that may adversely affect any right of SVA with respect to the Marks or Goods.

15. Term. The license term (Term) commences on the date at paragraph 1 above and extends indefinitely unless the license is terminated by either party giving at least thirty (30) days advance notice of termination, subject to earlier termination per paragraph 18 below.

16. Termination. The license may be terminated by a party giving notice of termination if The Master License Agreement of SVA is terminated or if the other party (a) abandons using the Marks or (b) is in material breach of any of the terms or conditions of this Agreement, provided that the other party shall not be deemed in breach until the complaining party gives notice to the other party of the breach and the other party fails to cure the breach within 30 days after the giving of the notice. Upon the termination of this license for any reason, all rights of Teacher in and to the Marks shall cease immediately.

17. Notices. All notices must be given in writing and sent either by fax to the parties at their fax numbers indicated below or by overnight courier (e.g., Express Mail, UPS, Federal Express or DHL) prepaid, to the parties at their addresses first appearing above. Notices of change of fax number or change of address shall be given with the same formalities. A notice by fax shall be deemed given on the date of transmission if the party giving the notice generates and keeps an electronically-generated receipt or journal showing the transmission, and a notice sent by courier shall be deemed given one day after the date of delivery to the courier. SVA's fax number is 484.730.8876; Teacher's fax number is _____.

18. General Provisions. This Agreement shall be governed by the internal laws of Pennsylvania, without regard to conflict of laws, as a contract executed and to be performed at Downingtown Pennsylvania and shall bind and benefit the applicable heirs, successors, assigns, and personal representatives of the parties hereto. If any term or provision of this Agreement is illegal or unenforceable, then, nonetheless, this Agreement shall remain in full force and effect and such term or provision shall be deemed deleted or curtailed to such extent as is necessary to make it legal or enforceable. This Agreement represents the complete understanding between the parties as to its subject matter and supersedes all prior understandings, if any, as to its subject matter. No modification, amendment, or waiver shall be valid or binding unless made in writing and signed by both parties. All disputes between the parties shall be settled by binding arbitration at Downingtown Pennsylvania, to be conducted in English by the American Arbitration Association in accordance with its Commercial Rules, except if Teacher is not a USA-national and is domiciled outside the USA, in which case the International Rules shall apply. The arbitrator's award, which shall be final, may be entered as a judgment in any court of competent jurisdiction. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed as valid as original signatures.

19. Further Actions. Upon the reasonable request of the other party, each party will perform all further acts and execute, acknowledge, and deliver any documents or instruments which may be reasonably necessary, appropriate, or desirable to carry out the intent and purposes of this Agreement.

Executed at Downingtown Pennsylvania as of the date first specified above.

Teacher

Svaroopaa Vidya Ashram

By: _____

By: _____

SCHEDULE A



List of Marks:

SVAROOPA

Designated terms, titles and language which include the SVAROOPA Mark

SVAROOPA® Vidya Meditation

SVAROOPA® Meditation

Certified SVAROOPA® Vidya Meditation Teacher

Certified SVAROOPA® Meditation Teacher

Goods:

Periodic publications designed as student handouts (for use in connection with SVAROOPA Vidya Meditation programs and classes)

An authorized photo of Swami Nrmalananda Saraswati provided by *Svaroopaa*^(R) Vidya Ashram

Services:

Meditation instruction services in the form of individual instruction, group classes, workshops, and programs

SCHEDULE B

Quality Standards:

You agree to maintain the following quality standards:

1. You maintain active membership in current standing in the Svaroopaa® Association of Teachers & Yogis (SATYA).
2. You complete all minimum Continuing Education requirements stipulated by SVA.
3. You maintain a current insurance certificate listing SVA as additional insureds, with a copy sent to SVA.
4. Teacher will provide only those services for which s/he has received appropriate and adequate training to teach, as prescribed by *Svaroopaa*[®] Vidya Ashram. Unless Advanced Training coursework has been successfully completed, Teacher may only provide Services at the levels of Introductory Meditation Course and Meditation Groups, depending on Teacher's level of certification and as outlined in SVA's professional trainings.
5. Teacher will teach *Svaroopaa*[®] Vidya Meditation in a manner consistent with the training s/he has received from SVA and will, at the reasonable request of SVA, submit to a teaching review to ensure the same. Teacher will complete any additional requirements for training or supervision deemed necessary by SVA, as determined on an individual basis.