

## Inbody Contractor Agreement Updated

### INDEPENDENT CONTRACTOR AGREEMENT BETWEEN INBODY ACADEMY AND CONTRACTOR, **Yoshiaki Inoue and the NPO Macnet System ( MacNet)**

1. **The Parties to this Agreement acknowledge that undersigned Yoshiaki Inoue (who will be the legal representative of the 200 hour IMTA Mindfulness program and the NPO Macnet System( MacNet ) and will be referred to as ‘Contractor’.**

**Yoshiaki Inoue and any associated staff or volunteers supporting the Mindfulness Program will be regarded as an Independent Contractor and are classified as such. They are in no way deemed to be an employee, partner or legal representative of Inbody Academy for any purpose whatsoever outside of the terms of the Licensing Agreement.** (signed as a separate agreement.)

As a result of this Agreement, the Contractor may not assume or create any obligation or responsibility express or implied, on behalf of or in the name of Academy or to bind Academy in any manner whatsoever outside of the terms specified in the Separate Licensing Agreement. The Parties shall be subject to the following terms and conditions relevant to the Relationship of The Parties.

1. **Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee** between Academy and Contractor or any employee or agent of Contractor.
2. This Agreement represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.
3. Contractor is not entitled to any of the benefits that Academy would provide to an employee including but not limited to hourly wage, overtime or workers compensation or benefits unless defined and agreed to in a separate agreement.

1. Contractor hereby validates the truthfulness and honest representation of any and all information provided to Contractor with regards to Contractor's qualifications, experience, expertise, including the validity of any and all answers provided to Academy in the process of determining that they, do in-fact, represent themselves and or their assigned agents, as meeting the criteria thereby designating their classification to be an Independent Contractor and NOT Employee.

### III. DESCRIPTION OF SERVICES AND RESPONSIBILITIES

Services to be provided by the Contractor:

1. Contractor will assist with day to day operations of the Inbody IMTA Mindfulness program and represent Inbody Academy as well as support any visiting Inbody Academy teachers.
2. Contractor will offer professional services, namely, instruction mindfulness-based activities and teachings and curriculum development for Inbody Academy and/or Aron Stein.

#### 1. COSTS and EXPENSES

1. The Academy cannot be held liable for any costs or expenses incurred outside of Contractor services without prior written approval. Contractor takes full responsibility incurred at Academy; as well as, any possible legal action presented against Contractor.

### VII. AUTHORIZED REPRESENTATIVE

1. Aron Stein shall represent Inbody Academy and the Contractor shall represent him/her self and any representatives of the Japanese Mindfulness Course in all matters pertaining to the services to be exchanged under this agreement.

### VIII. OBLIGATION OF CONTRACTOR

1. Liability Insurance and Indemnification.
2. Contractor should have and maintain a professional liability insurance policy during the term of this agreement as an instructor.

3. The Academy does not maintain or pay for liability, disability or workers' compensation insurance on Contractors behalf. The Academy is not responsible for injuries or issues that occur under the contractors supervision during classes including physical, emotional distress or infectious illness of any kind.
4. The Contractor shall exercise the utmost care for the safety, security and protection of Academy's clients, teachers, personnel, and property; and shall warn clients and students to exercise reasonable care when in the studio, including caution when near the mirrors and windows. Contractor will keep surfaces clean including floors. **Contractor will follow protocols for infectious prevention and cleaning that meet regional guidelines. Contractor will be familiar with and have demonstrated knowledge of the above protocols and guidelines.**
5. The Contractor agrees to defend, indemnify, and hold harmless the Academy from and against any and all third-party claims (or other actions that could lead to losses by the Academy) that are based upon the Contractor's (a) violation of the law, (b) violation of this Agreement, or (c) violation of any third party's rights.

## 1. **Proprietary Information and Intellectual Property**

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  1. Any Content created while performing services for Academy will only be used for Inbody Academy related trainings and content and will be transferred to be used by the Academy during and after completion of contract at the Academy. Content created for the Academy may be used jointly by Inbody Academy and Contractor in venues outside of Inbody Academy in certain situations with written permission from Academy director/s in advance. Audio, video or photography developed by Inbody Academy may be used by the contractor on an agreed upon case-by case basis.

2. In the course of its business of providing instruction in yoga, fitness, wellness, meditation, and exercise, Inbody Academy has developed proprietary or confidential information and materials, which is not generally known other than by Inbody Academy staff and students. The Confidential and Proprietary Information has been developed or obtained by Academy by the investment of significant time, effort and expense, and the Confidential and Proprietary Information is a valuable, special and unique asset of the Academy which provides Inbody Academy with a significant competitive advantage as a school and training center. The Contractor shall not appropriate, reproduce or disclose Confidential and Proprietary information which is the property of Academy without the prior written consent of Inbody Academy. Any Confidential or Proprietary information that is developed by Inbody Academy remains the property of Academy.

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1. Confidential and Proprietary Information includes without limitation: Personal, confidential, financial and medical information obtained from clients. Additionally material may include Teaching materials not developed in conjunction with the contractor, including but not limited to, handouts, manuals, teacher training materials, syllabi and class design materials. Academy websites, Facebook and blog content, computer source and/or object code, and computer programs, alarm codes. Business records, business plans, business methods, financial statements, pricing structure costs and discounts; mail Lists, Client lists and records .Trade secrets, copyrights and other intellectual property. Alarm and key box codes; and other proprietary information.
2. If it appears that the Contractor has disclosed or has threatened to disclose Confidential and Proprietary Information and/or is not holding Inbody Academy in good standing, the Academy shall be entitled to pursue damages.
3. Criticism, negative speech, written or in conversation or disclosure of interactions, day-to-day occurrences or Academy operations or systems at the Academy will be taken as a breach of this contract. Disclosure of any of the above may be deemed libelous slanderous and harmful the Academy, officers and students and will be subject to injunctions as well as legal ramifications including potential lost revenue and damages to the Academy reputation or it's contractors or offices.

4. An injunction to restrain the Contractor from disclosing, in whole or in part, the Confidential and Proprietary Information, and Academy may pursue other remedies, including a claim for losses and damages.
5. Upon the written request of Academy, the Contractor shall return to Academy all written materials containing the Confidential and Proprietary Information. The Contractor shall also deliver to Academy written statements signed by the Contractor certifying that all materials have been returned and deleted from any digital access within 5 days of receipt of request.

### **XIII. POLICIES and PROCEDURES**

1. Contractor will adhere to Academy's Policy and Procedures and the Yoga Alliance and IAYT's Code of Ethics, as well as the ethical code recognized and adopted by Academy and incorporated herein by reference.

### **XIV. Standards for Interpersonal Relationships**

The following are derived to meet IAYT Standards as well as research and ethical standards from American Psychological Association.

1. The contractor agrees to not engage in sexual contact with an enrolled client or student once the professional relationship is established while working as a contractor at the Academy. Contractor will enforce ethical behavior among any facilitators or staff they directly or indirectly supervise.
2. In the case that a relationship with a former student may arise, the contractor will wait at least 1 year after any direct involvement with the student in the context of a student teacher relationship. Said involvement includes the student attending both public classes and/or trainings provided by the instructor.

### **XVII. EXPECTATIONS AND TERMINATION**

If there terms of this agreement are not met, this agreement may be terminated with 90 days written notice to the other party. Termination does not negate the remainder of the contract.

1. Contractor services to Academy will terminate for misconduct on the Contractor part. Misconduct is defined to include: Misrepresentation of a material fact with intent to deceive. Theft, assault, harassment. Sexual involvement with a student. Soliciting loans, gifts or favors from a student.
  
1. The Contractor shall be solely liable for any losses, damages, or liabilities incurred by the Contractor during the term of this agreement, and Contractor agree to indemnify and hold Academy and its officers, directors, employees and agents harmless for any such damages, losses, injuries, claims, suits at law or equity, or other causes of action incurred or caused by Contractor whether due to neglect or by intentional action or omission on Contractor's part.
  
1. The Contractor will continue to hold in good standing the name and reputation of the Academy, and its officers, directors and representatives. Failure to do so will result in legal action to recover damages to the reputation of Inbody Yoga Academy as well as for any proprietary or operating procedures being disseminated in anyway by the Contractor or representatives of the Contractor. This includes any perception of libelous or slanderous commentary both verbally, in writing or online.

#### **XVIII. CHANGES TO SERVICES/APPENDICES**

1. NO MODIFICATION UNLESS IN WRITING. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.
2. Appendices to this Agreement may be modified from time to time with the mutual agreement of Academy and Contractor. Such modification shall be an addendum and revision of this Agreement and shall become effective upon the date of the signature by both parties.

#### **XVIII. APPLICABLE LAW**

1. Both parties agree to arbitration should any dispute arise prior to potential legal action.

2. Any disputes arising under this Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Utah and subject to the exclusive jurisdiction of the federal and state courts located in Salt Lake County, Utah. If any part of the agreement is found to be invalid the remaining part is still valid.

THE UNDERSIGNED CONTRACTOR HEREBY ASSUMES ALL OF THE RISKS OF PARTICIPANTS AND/OR VOLUNTEERS IN THEIR PROGRAMS and studio, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released. CONTRACTOR WILL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this contract from any and all liabilities or claims made as a result of participation in this CONTRACT.

The Inbody Academy, Academy staff & representatives cannot be held liable for any injuries or mental or emotional distress sustained while enrolled in CONTRACTOR's program. By signing the undersigned does hereby waive any legal responsibility to Inbody/Ela Academy, Aron Stein, and the Academy Staff and representatives for any injury including loss of life, mental anguish, emotional distress or personal or property damage in any form.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, both Parties by its duly authorized officer. This contract covers the entirety of terms and length of services, both retroactively and from this date forth.