

KIDDING AROUND YOGA®
LICENSE AGREEMENT

THIS AGREEMENT is effective as of _____, 20__, between **KIDDING AROUND YOGA, L.L.C.**, a Florida limited liability company with its principal place of business located at 106 22nd Ave SE, Saint Petersburg, FL 33705 (“**KAY**”), and _____, whose address is _____ (“**Licensee**”).

RECITALS

- A. KAY holds the rights to the mark Kidding Around Yoga® and associated marks (the “Marks”), and has developed an informal system for the operation of a business offering children’s yoga and related products and services (the “System”).
- B. Licensee desires to become trained in the System and to otherwise acquire the right to use the Marks in conjunction with a business using the System (a “Licensed Business”).

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

1. Grant of License. KAY grants to Licensee, upon the terms and conditions contained herein, the non-exclusive right to use the Marks solely in connection with the operation of a Licensed Business.

2. Term. This Agreement is effective beginning on the date it was executed by an authorized officer of KAY and shall continue for a period of twelve (12) months. Licensee shall have the right to renew this Agreement by entering into a standard form of agreement then in use by KAY and by tendering to KAY therewith a renewal fee in the amount then in effect (currently \$875). Failing the execution and delivery of a signed renewal agreement together with the corresponding renewal fee, this Agreement shall terminate on the date of the first anniversary of the execution of this Agreement.

3. Goods/Services Provided by KAY. During the effective term of this Agreement and provided that Licensee is in full compliance with the terms hereof, KAY or its affiliate shall provide to Licensee the following:

(a) **Kidding Around Yoga Curriculum:** KAY shall provide to Licensee access to our proprietary business library with activities, games, tips, articles, publicity, videos and many other helpful items including a teachers forum which will be easily accessible to the entire staff. Licensee shall be responsible for all hardware and software necessary view our website.

(b) **On-going Support and Assistance:** Subject to payment by Licensee of the designated costs, if applicable, associated with the provision of any such services, KAY shall provide to Licensee access, through Skype or telephone, to Haris or another master trainer for consultation on a regular basis. Plus, upon the request of Licensee, additional training, at such dates and places as designated by KAY may be available.

(c) **System-designated Products and Services:** At its sole discretion, KAY will make available to Licensee access to sources of supplies for goods and services, including System-branded products, access to the System website and information/data networks, if applicable, and any other System resources. All such goods and services shall be subject to payment by Licensee as applicable.

(d) **Use of Trademarks and Service Marks:** Licensee may make unlimited use of the nationally recognized KAY logo and trademarks in their advertising and promotion of the program and services.

4. **System Fees.** In consideration of the rights and privileges provided hereunder, Licensee shall tender to KAY the following

:

- (a) License Fee in the amount of \$ 875.
- (b) Other charges for goods and services provided by KAY upon request by the Licensee

5. **Trademarks and Service Marks.**

a. **Use:** KAY grants Licensee the right and license to use the Marks solely in connection with the operation of the Licensed Business and in strict accordance with the requirements of KAY relative thereto. Licensee's rights to use the Marks are limited to the operation of the Licensed Business as described in this Agreement. KAY may change the Marks at any time and Licensee agrees to stop using any Marks if KAY notifies Licensee to do so. Licensee's right to use the Marks is subject to Licensee's compliance with this Agreement. Licensee must not use any of the Marks in a way that KAY has designated to Licensee as being unacceptable.

b. **Injunction:** Licensee recognize that a breach of any of the covenants and agreements in this Agreement regarding the use of the Marks will cause irreparable harm to us and that monetary damages alone will not be sufficient to cure any resultant harm. Therefore, Licensee agrees that both KAY and its affiliates will be entitled to an injunction against any actual or threatened breach by Licensee during the term of this Agreement, or after its termination or expiration. An injunction will not be an exclusive remedy available to KAY or its affiliates. Neither KAY nor its affiliates will be required to give any notice or to post any bond or other security, against any actual or threatened breach.

6. **Transfer.** As this license is unique and personal to Licensee, Licensee may not transfer, assign, bargain, or sell, in whole or in part, this Agreement, any interest in this Agreement, an interest in Licensee (if Licensee is other than a natural person), or in the Licensed Business. KAY has the unencumbered right to transfer, assign, bargain, or sell this Agreement and the rights hereunder at its sole discretion.

7. **Termination.**

By Licensee: Licensee may terminate this Agreement only if KAY materially breaches this Agreement and fails to correct such breach after 60 days prior written notice detailing the nature of the breach and a suggested method for cure. Such cure period will be extended a reasonable time if the breach cannot be cured within such 60 days. KAY will be excused if its ability to cure is restricted by good faith efforts to comply with any applicable law, ordinance, rule, regulation or other requirement of a governmental authority or any agency.

By KAY: KAY may terminate this Agreement on 30 days advance written notice to Licensee if:

- (i) Licensee breaches any of the provisions of this Agreement and fails to cure such breach within 30 days after notice from us;
 - i. Licensee fails to remit when due any amounts due KAY under this Agreement, or Licensee breaches any other agreement between Licensee and KAY or any of its affiliates;
 - ii. Licensee files a petition of bankruptcy or reorganization, or has an involuntary petition filed against Licensee, that is not discharged within

30 days, or Licensee is adjudicated bankrupt or insolvent, has a receiver or trustee appointed for Licensee's affairs, or engages in any assignment for the benefit of creditors; or

By Mutual.

Licensee and KAY may terminate this Agreement at any time by mutual agreement signed by both parties.

8. Post-Termination Obligations. If this Agreement expires or is otherwise terminated, Licensee and KAY, respectively, agree as follows:

(a) **Payment:** Licensee must immediately remit all amounts owed to KAY.

(b) **Return of Materials:** Licensee understands and acknowledges that information will be given to Licensee on a confidential and proprietary basis and is to be used only for purposes of operating the Licensed Business in accordance with this Agreement.

(c) **Marks:** Immediately upon termination or expiration of this Agreement, Licensee must immediately remove and stop any use of the Marks in any way whatsoever, including on signs, stationery, advertising, promotion, and any other materials. Licensee must also completely follow KAY's then existing de-identification protocol. If Licensee does not do so within 10 days of the effective date of termination or expiration, KAY may enter onto the premises of the Licensed Business to do so itself and remove any items bearing the Marks. Licensee must also take such actions as may be required to cancel all fictitious or assumed names or equivalent registrations relating to Licensee's use of any of the Marks. All telephone numbers and listings must be changed to eliminate any use of the Marks. Licensee must then no longer utilize the Marks or designate that Licensee is in any way affiliated with KAY.

9. Certain Acknowledgments. To encourage us to enter into this Agreement, Licensee represents and warrants to us the following:

(a) Licensee has conducted an independent investigation of the business and has determined that Licensee's success involves business risks that are dependent entirely on Licensee's own business abilities.

(b) Licensee acknowledges that KAY has not made and Licensee has not received or relied upon any guarantee, express or implied, as to the revenues, profits or success of Licensee's business as a result of entering into this Agreement.

(c) Licensee is responsible for all operations of the Licensed Business including complying with all applicable laws, rules and regulations. Licensee is solely responsible for the staffing and supervision of the operation of the Licensed Business.

(d) KAY will not place any restrictions on the geographic area or territory in which Licensee may advertise to promote the Licensed Business, or solicit customers, except that Licensee is restricted to using the Marks solely for the operation of the Licensed Business. KAY may grant similar rights to other parties or itself to own, operate, lease or manage businesses using the Marks.

10. Relationship of the Parties. Licensee and KAY are independent contractors. Neither Licensee nor KAY are agents, legal representatives, subsidiaries, joint ventures, partners, employees or servants of the other for any purpose. It is further understood that the relationship created hereunder shall not be deemed a franchise for any purpose. Neither Licensee nor KAY will be obligated by, or have any liability under, any agreements or representations made by the other, nor will KAY be obligated for any damages to any person or property directly or indirectly arising out of the operation of

the Licensed Business, whether or not caused by Licensee's negligence or willful action or failure to act. KAY also has no liability for any sales, use, excise, gross receipts, property, income or other taxes, that Licensee incurs in connection with the operation of the Licensed Business or otherwise.

11. Indemnification. Licensee must indemnify, defend and hold KAY (and its affiliates, principals, directors, officers, employees, agents and assigns) harmless from and against and reimburse them for, any losses, liabilities, claims, obligations, taxes or damages (actual or consequential) and all reasonable costs and expenses of defending any claim brought against any of them or any action in which any of them is named as a party (including, without limitation, attorneys' fees and litigation expenses), even if KAY's or their negligence is alleged, which any of them may suffer, sustain or incur directly or indirectly, by reason of, arising from or in connection with, the operation of the Licensed Business.

12. Confidentiality. Licensee agrees that the information that KAY provides Licensee relating to the Licensed Business is KAY's confidential and proprietary information. Licensee also agrees that the information that Licensee develops relating to the operation of the Licensed Business will be shared with KAY and will also constitute confidential information. Licensee also acknowledges that KAY will share information that KAY obtains from Licensee with KAY's affiliates and licensees. Licensee will use Licensee's best efforts and diligence both during and after the term of this Agreement to protect the confidential information. Accordingly, Licensee agrees that Licensee will not, directly or indirectly, use (for Licensee or others) or disclose any of the confidential information for so long as it remains proprietary or protectable as confidential or trade secret information. After the termination of this Agreement, for any reason, or at any other time upon our request, Licensee must promptly deliver to KAY any and all documents or other materials (including information embodied in intangible form, e.g., in computer memory) in Licensee's possession relating directly or indirectly to any of the confidential information.

13. Notices. Any and all notices necessary or desirable to be served under this Agreement must be written and must be (a) personally delivered, or (b) sent by facsimile to the number indicated for the intended recipient below, or (c) sent by reputable airborne courier (i.e., Federal Express), or (d) emailed, or (e) sent by certified mail, postage pre-paid, return receipt requested, addressed to the intended recipient as follows:

iii. **If to us:**

Kidding Around Yoga, L.L.C.
106 22nd Ave SE
Saint Petersburg, FL 33705
Attention: Haris Lender
email: haris@kiddingaroundyoga.com

iv. **If to Licensee:**

or to such other address as any party may indicate for itself in a written notice sent to the other parties in accordance with this Agreement. Any notice sent by: personal service or by facsimile is deemed delivered when actually received by the intended recipient; mail is deemed delivered on the 5th business day after the postmark date; and reputable airborne courier is deemed delivered 2 business days after deposit with the courier.

14. Miscellaneous.

a. **Severability:** If any of the provisions of this Agreement are held invalid for any reason, the remainder will not be affected and will remain in full force and effect in accordance with its terms.

b. **Litigation or Arbitration Expenses:** In any action or dispute, at law or in equity, that may arise under or otherwise relate to the terms of this Agreement, each party will be responsible for its own litigation expenses. However, notwithstanding the foregoing, the prevailing party will be entitled to full reimbursement of its litigation/arbitration expenses from the other party. Litigation expenses include attorneys' fees, defense costs, witness fees and other related expenses including paralegal fees, travel and lodging expenses and court costs. Reimbursement is due within 30 days of written notice after prevailing.

c. **Waivers:** No waiver of any provision of this Agreement will be valid unless in writing and signed by the person against whom it is sought, to be enforced. The failure by either party to insist upon strict performance of any provision will not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same provision at any other time, or any other provision of this Agreement.

d. **Governing Law:** This Agreement is governed by Florida law. The courts of Pinellas County, Florida, have exclusive jurisdiction in any controversy relating to or arising out of this Agreement. All parties waive any objections to venue in Pinellas County, Florida.

c. **Entire Agreement:** This Agreement is the entire agreement between the parties relating to its subject matter, and supersedes all prior agreements, proposals, representations and commitments, oral or otherwise. This Agreement may only be amended by an instrument signed by both parties.

d. **Recitals:** Both parties agree that the Recitals at the beginning of this Agreement are accurate.

e. **Construction:** The headings of sections are for convenience only and do not define, limit or construe the contents of such sections. In computing periods from a specified date to a later specified date, the words "from" and "commencing on" or "beginning on" (and the like) mean "from and including" and the words "to," "until" and "ending on" (and the like) mean "to but excluding." "Including" means "including, but not limited to."

f. **Continuing Obligations:** All obligations of the parties which expressly or by their nature survived the expiration or termination of this Agreement continue in full force and effect subsequent to and regardless of the expiration or termination of this Agreement and until they are satisfied or by their nature expire.

g. **Counterparts:** The parties may sign this Agreement in counterparts. Each signed counterpart will be an original; and all of them constitute one and the same agreement.

h. **Pronouns:** All words used in this Agreement, regardless of the number or gender in which they are used, will be construed to include any other number, singular or plural, in any other gender, masculine, feminine or neuter, as the context of this Agreement may require.

i. **Cumulative Remedies:** Any and all remedies available to the parties in the event of a breach of this Agreement by the other party will be cumulative. The exercise of any particular remedy will not be exclusive to the ability to seek other remedies for any breach of this agreement.

j. **Timing:** Time is of the essence of this Agreement. However, whenever the time for the performance of any action or condition contained in this Agreement falls on a Saturday, Sunday or legal holiday, such time will be extended to the next business date. Indications of time of day mean time at St. Petersburg, Florida.

Intending to be bound, the parties sign below:

KIDDING AROUND YOGA, L.L.C.

LICENSEE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____