

Tai Chi for Veterans Instructor Agreement

This Tai Chi for Veterans Instructor Agreement (this "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between TaijiFit LLC ("TaijiFit") and _____ ("Provider").

1. Background. This Agreement provides the terms and conditions on which Provider will provide Tai Chi classes (the "Classes") to qualified veterans ("Participants") who have obtained a referral number from a qualified referrer within the Veterans Administration Medical Center. The Veterans Administration Community Care Network (the "VA CCN") brings together the health care services of the Veterans Health Administration and supplements them with the network of community health care professionals, institutions, pharmacies, and suppliers to provide timely access to high-quality health care. The Tai Chi for Veterans program is part of the VA CCN, and TaijiFit is a network manager for OptumHealth Care Solutions, LLC ("Optum"), servicing the VA CCN for the Tai Chi for Veterans program. This Agreement is a binding, enforceable legal document as of the Effective Date, and by signing this Agreement, Provider is acknowledging that Provider has read and understood this Agreement and agreed to all of its terms and conditions. PROVIDER HEREBY RELEASES AND AUTHORIZES TAIJIFIT TO PERFORM A CRIMINAL BACKGROUND CHECK AS A CONDITION TO THE EFFECTIVENESS OF THIS AGREEMENT.

2. Tai Chi for Veterans Guidelines. All providers must teach their classes according to certain specific guidelines without exception. These guidelines have been put in place to insure the health and safety of the Participants, and the consistency of the classes that Veterans shall experience. These guidelines are as follows: (i) No participant shall be required to learn a routine or form, but instead must be presented with movements they can simply follow; (ii) there are to be no "corrections" or modifications that make individual Participants feel singled out, and no attempt to "perfect" any movements or postures; (iii) the classes must consist of continuous movement - in other words no pausing to explain or teach a movement or posture; (iv) no physical contact between Provider and students, or between students - this especially means no push hands; (v) no martial arts or self-defense techniques may be taught or suggested; (vi) any additional guidelines that may be added later that TaijiFit deems appropriate and necessary for the health and safety of the Veterans.

3. Provider Duties. In consideration for TaijiFit including Provider within TaijiFit's network of participating providers for the Tai Chi for Veterans program for Optum and the VA CCN, Provider agrees to do the following:

a. Provider shall organize and conduct the Classes in accordance with this Agreement and the guidelines set out in Section 2. All Classes shall be organized only for Participants and shall include no more than thirty (30) Participants in a single class, provided that there is no limit on the number of Classes that Provider may conduct per week. Non-Veteran participants may attend these classes as long as no qualified Veteran is denied class space because of the non-Veteran. When conducting Classes, Provider shall adhere to the aforementioned class guidelines. Provider shall not teach a Tai Chi form-styled Class based on a traditional style. Provider shall follow the guidelines during all Classes, including but not limited to no corrections, no memorization, safety protocols, and no contact.

b. Provider shall be solely responsible for finding, managing, and maintaining the venue for the Classes, including but not limited to paying rent and all other maintenance costs and expenses associated therewith. For the avoidance of doubt, all costs and expenses related to providing the Classes shall be Provider's sole responsibility, and Provider shall not seek any reimbursement from TaijiFit, Optum, or the VA CCN with respect to any such costs and expenses.

c. Provider shall take attendance at the start of each Class and confirm that each Participant has provided an approved referral number from the Veterans Administration Medical Center. Provider shall provide to TaijiFit and/or Optum any information reasonably requested in connection with the Tai Chi for Veterans program, including any demographic information and weekly reports that may be required thereunder.

d. Provider shall be solely responsible for submitting Provider's own invoice to the Veterans Administration, in accordance with its policies and procedures, for all Classes. In no case shall Provider charge fees

for Classes or to Participants that exceed the fees Provider would charge for any other classes or to any other person who is not a Participant.

e. Classes and materials distributed in connection therewith shall not contain in a manner or otherwise cause, promote, or enable any of the following: illegal behavior; violence or sexually explicit content; the fabrication or use of any weapon; promotion of hate speech; the intentional misleading, deceiving, demeaning, or harming of any person or entity; or anything else that TaijiFit deems, in its sole discretion, to be offensive or inappropriate. In connection with teaching any Class or providing Class material, Provider shall not express or disseminate any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory, or libelous content or information. Provider shall not commit or endorse any violent actions or provide any self-defense or martial arts instruction as part of any Class or Class material.

4. TaijiFit Duties. TaijiFit agrees to do the following:

- a. TaijiFit shall train and certify Provider in the safety protocols and class guidelines of the program.
- b. TaijiFit shall provide information and instruction to Providers regarding the proper procedures for helping Participants to obtain their referrals and register for Classes and for checking Participants into Classes, taking attendance and verifying referral numbers, and properly invoicing the Veterans Administration.
- c. Upon Provider's request, TaijiFit shall use commercially reasonable efforts to assist Provider in finding a venue for the Classes, provided that the foregoing shall in no way limit Provider's duties under Section 3(b).

5. **Compensation.** All compensation for Classes or otherwise related to Provider's performance of this Agreement shall be paid in accordance with the prices, policies, and procedures set forth by the Veterans Administration and the VA CCN, as managed by Optum and as may be amended from time to time in accordance with such policies and procedures or otherwise as required by law.

6. Trade Secrets, Confidentiality, and HIPAA.

a. Provider, during the Term, may have access to and become familiar with various trade secrets, proprietary information, and confidential information of TaijiFit and its affiliates and clients, including without limitation, financial, operational, marketing and development information, employee data, vendor, client and supplier information, ideas, inventions, procedures, processes, know-how, techniques, methods, intellectual property, price lists, reimbursement policies, reimbursement rates, and customer and Participant lists, as well as any and all medical records and other information related to Participants, program information, the Reference Guide, any Service-Related Invention, and protected health information and financial information (all of such items contained in any form, whether orally or in writing, including any electronic or digital form, tangible or intangible, are herein referred to as the "Proprietary Information").

b. Notwithstanding the foregoing, Proprietary Information shall not include information which is or becomes generally available to the public other than as a result of disclosure by Provider.

c. Provider shall protect the Proprietary Information using the same degree of care that Provider uses to protect its own confidential information of like kind (but no less than reasonable care). Without in any way limiting the foregoing, Provider shall maintain the confidentiality of all information regarding Participants in accordance with any applicable statutes and regulations (including without limitation all HIPAA requirements and data privacy laws). Provider shall not disclose any of the Proprietary Information, directly or indirectly, nor use the Proprietary Information in any way, either during the Term or at any time thereafter, except as required in the course of Provider's performance under this Agreement or as required by law on the advice of counsel, provided that Provider provides prior written notice to TaijiFit of any such disclosure and an opportunity to review the Proprietary Information to be disclosed and to seek a protective order to prevent or limit any such disclosure, and Provider will cooperate with TaijiFit in any such effort. All Proprietary Information contained in any files, records, documents, drawings, specifications, equipment, and similar items relating to the business of TaijiFit and its affiliates or clients,

whether prepared by Provider or otherwise coming into Provider's possession, shall remain the exclusive property of TaijiFit. Promptly following TaijiFit's request, Provider shall return or destroy all Proprietary Information and all reproductions, copies, and embodiments related thereto and all records, notes, compilations, and other documentation (on all forms of media) that in any way refer to, relate to, or contain Proprietary Information, including any works, documents or files that Provider used in connection with the Classes or otherwise in performance of its obligations under this Agreement.

7. **Relationship of the Parties.** Provider is an independent contractor, and nothing in this Agreement will be construed as establishing an employment, agency, joint venture, or partner relationship between TaijiFit and Provider. Provider has no authority to bind TaijiFit by contract or otherwise. Provider will report to all applicable government agencies as income all compensation received by Provider related to this Agreement or the provision of Classes. Provider will be solely responsible for the payment of all withholding taxes, social security, workers' compensation, unemployment and disability insurance or similar items required by any government agency. Provider will not be entitled to any benefits paid or made available by TaijiFit to its employees, including, without limitation, any vacation or illness payments, or to participate in any plans, arrangements or distributions made by TaijiFit pertaining to any bonus, stock option, profit sharing, insurance or similar benefits. Provider will indemnify and hold TaijiFit harmless from and against all damages, liabilities, losses, penalties, fines, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or relating to any obligation imposed by law on TaijiFit to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with compensation received by Provider related to this Agreement or the provision of Classes.

8. **Non-Solicitation Obligations.** Provider agrees that, during the Term and for a period ending one (1) year after the date of termination or expiration, Provider will not use any Proprietary Information (including without limitation Participant lists or other information regarding Participants in the Tai Chi for Veterans program) to solicit any Participants, customers, vendors, suppliers or clients of TaijiFit for any business relationship, except with written permission of TaijiFit.

9. **Class Audits.** TaijiFit has the right to audit any Class at any time without prior notice to confirm that Provider is using the proper TaijiFit Method in each Class.

10. **Continuing Education.** Provider shall acquire a minimum number of approved continuing education credits each year and shall submit such credits to TaijiFit before each renewal date during the Term in order to continue to be qualified as a Provider for the Tai Chi for Veterans program.

11. Provider Representations and Warranties.

a. Provider represents and warrants that Provider has no preexisting obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder Provider's performance of its obligations under this Agreement.

b. Provider represents and warrants that Classes will be conducted in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge, and skills to perform Classes.

12. Term and Termination.

a. This Agreement shall commence on the Effective Date and continue until the one (1) year anniversary of the Effective Date (the "Initial Term"), provided however, that this Agreement will renew automatically for successive one (1) year terms unless either party provides written notice to the other party of its intent not to renew at least ninety (90) days prior to the expiration of the then-current term (each, a "Renewal Term," and collectively with the Initial Term, the "Term").

b. Provider may terminate this Agreement for any reason or no reason whatsoever upon no less than ninety (90) days prior written notice to TaijiFit.

c. TaijiFit may terminate this Agreement for any reason or no reason whatsoever immediately (i) upon written notice to Provider or (ii) in the event of a breach by Provider of any of the terms or conditions of this Agreement.

d. Upon any expiration or termination of this Agreement, (i) Provider shall have no further right to conduct any Classes and shall immediately cancel all Classes previously scheduled, and (ii) immediately return or destroy all Proprietary Information and all reproductions, copies, and embodiments related thereto and all records, notes, compilations, and other documentation (on all forms of media) that in any way refer to, relate to, or contain Proprietary Information, including any works, documents or files that Provider used in connection with the Classes or otherwise in performance of its obligations under this Agreement.

e. Notwithstanding any expiration or termination of this Agreement, Provider shall not be relieved from any liability arising from any breach of this Agreement preceding such expiration or termination, and those sections of this Agreement that should logically survive termination or expiration of this Agreement shall survive termination or expiration of this Agreement.

13. Indemnification. Provider shall indemnify, defend, and hold harmless TaijiFit, Optum, the Veterans Administration and each of their respective affiliates, officers, directors, shareholders, employees, agents and representatives (“Indemnified Parties”) from and against any and all third party actions or causes of action, claims, demands, liabilities, damage or expense of whatsoever kind and nature, including but not limited to reasonable attorneys’ fees, which any such Indemnified Party may suffer or incur, by reason of bodily injury or death to any person or persons (including without limitation Participants), or by reason of damage to or destruction of any property, including the loss of use thereof, or by reason of any other action or inaction by Provider arising out of or in any manner connected to this Agreement.

14. General Terms.

a. This Agreement constitutes the complete agreement between TaijiFit and Provider with respect to the subject matter hereof, superseding any prior or contemporaneous oral or written agreements, arrangements or understandings between the parties. This Agreement may not be amended except by a written instrument signed by both parties. This Agreement shall be governed by the laws of the State of California. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the state or federal courts of Orange County, California, and the parties expressly agree that jurisdiction and venue are proper in said courts. The prevailing party in any action to enforce this Agreement shall be entitled to an award of its costs and fees (including reasonable attorney’s fees) in connection with any such action.

b. As TaijiFit has specifically contracted for Provider’s services, Provider shall not assign any of its rights or delegate or subcontract any of Provider’s obligations under this Agreement without the prior written consent of TaijiFit. Subject to the foregoing, this Agreement shall inure to the benefit of the successors and assigns of TaijiFit and shall be binding upon Provider’s successors and permitted assigns.

c. Any notices required or permitted hereunder may be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Notices shall be deemed effective upon receipt regardless of the method of transmittal or, if sent by certified mail, postage prepaid and return receipt requested, to the address set forth below, three (3) days after the date of mailing.

d. IN NO EVENT SHALL TAIJIFIT BE LIABLE TO PROVIDER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS OR PUNITIVE DAMAGES IN ANY FORUM FOR ANY CLAIM OR LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TAIJIFIT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT WITH RESPECT TO THE TAI CHI FOR VETERANS PROGRAM, OR OTHERWISE RELATED TO THE PERFORMANCE OF TAIJIFIT’S OBLIGATIONS UNDER THIS AGREEMENT. IF PROVIDER IS UNSATISFIED WITH THE TAI CHI FOR VETERANS PROGRAM OR THE TERMS OF THIS AGREEMENT, PROVIDER’S SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 12(B).

e. In the event of a breach or threatened breach by Provider of any of the provisions of this Agreement, Provider hereby consents and agrees that, in addition to other available remedies, TaijiFit shall be entitled to a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. Such equitable relief shall be cumulative and in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

f. Provider will hold an active unrestricted business license as required by law and meet occupational health and safety requirements and regulatory standards in the state and jurisdiction in which Provider operates. In addition, Provider will maintain all federal, state and local licenses, certifications and permits, without material restriction, which are required to provide the Classes and otherwise perform Provider's obligations under this Agreement, and Provider shall comply, in all material respects, with all applicable statutes and regulations.

g. Provider understands that TaijiFit produces promotional material and that Provider may be included in videotape or photography taken during Classes or otherwise in connection with this Agreement. Provider grants TaijiFit, its successors, assignees, licensees, vendors, sponsors, affiliates, agents, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or film and further to utilize Provider's name, face, likeness, voice and appearance, in advertising and promotion of the Tai Chi for Veterans program or TaijiFit without reservation or limitation. In granting this license, Provider understands that TaijiFit is under no obligation to exercise any of its rights, licenses and privileges herein granted.

h. Section headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement. No provision of this Agreement shall be construed against a party by reason of the fact that such party or its legal counsel drafted that provision, notwithstanding any rule of law or any legal decision to the contrary. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original document but all such counterparts together shall constitute one binding agreement. Electronic signatures (or copies of signatures sent via electronic means) will be deemed originals for purposes of this Agreement.

i. Provider acknowledges that TaijiFit will not carry any liability insurance on behalf of Provider. Provider agrees to carry and maintain during the Term, at its own cost, the insurance policies and coverage amounts not less than as set forth below. Provider shall maintain such insurance with companies that are rated a minimum of A-VII in AM Best's Insurance Rating Guide. Upon request, Provider shall provide evidence of such insurance and the certificates of insurance and shall provide at least thirty (30) days advance written notice to the other party of any material change or cancellation in such insurance coverage. Provider shall add TaijiFit as an additional insured under each such policy listed below and provide evidence of such upon TaijiFit's written request.

- i. Statutory worker's compensation insurance in accordance with applicable state laws;
- ii. Commercial general liability insurance with a per occurrence limit of not less than \$1,000,000 and a general aggregate limit of not less than \$3,000,000; and
- iii. All other policies (including automobile, excess liability, etc.) with limits and scope of coverage sufficient to adequately cover Provider in any obligation set forth in this Agreement (including but not limited to indemnification).

EACH PARTY HAS READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HAS HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY AND CONSIDER THE TERMS AND EFFECT OF THIS AGREEMENT. BY OUR SIGNATURES BELOW, EACH PARTY KNOWINGLY AND VOLUNTARILY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS OF THE EFFECTIVE DATE.

TAJIFIT, INC.

PROVIDER

Signed: _____

Signed: _____

Print Name: David-Dorian Ross

Print Name: _____

Title: CEO

Title: _____

Address: 5904 Warner Ave. STE 179
Huntington Beach, CA 92549

Address: _____