

COOPERATION AGREEMENT

Between

**Hangzhou Yinhu Technology Co., Ltd
(YINHU)
China**

And

**Swami Vivekananda Yoga Anusandhana Samsthana
(S-VYASA)
India**

杭州印湖科技有限公司

与

印度辨喜瑜伽大学

合作协议

Parties:

协议双方:

Party A: Hangzhou Yinhu Technology Co., Ltd

Address: Bo Yue Xuan - 1903, No.1870, Binsheng Rd, Binjiang District,
Hangzhou, China-310052

Corporate representative:

Attn: Mr. Wu Jiang (George Wu) Tel: +86-13958199043 /+91-8971313111

E-mail: wuj_winlake@163.com

甲方: 杭州印湖科技有限公司

地址: 杭州市滨江区滨盛路 1870 号铂悦轩 1903 室

公司代表:

联系人: 吴江 电话: +86-13958199043 /+91-8971313111

电子邮件地址: wuj_winlake@163.com

Party B: Swami Vivekananda Yoga Anusandhana Samsthana (S-VYASA)

Address: #19; S-VYASA, Gavipuram Circle, K.G. Nagar, Bengaluru, India.
Pincode - 560019

Corporate representative:

Attn: Dr Manjunath N K

Tel: +91 9845037757

E-mail: nkmsharma@S-VYASA.org

乙方: 印度辨喜瑜伽大学

地址: #19; S-VYASA, Gavipuram Circle, K.G. Nagar, Bengaluru, India.

Pincode - 560019

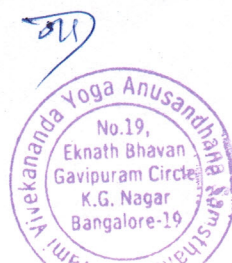
机构代表:

联系人: Dr Manjunath N K

电话: +91 9845037757

电子邮件地址: nkmsharma@S-VYASA.org

This Agreement is entered into between the Hangzhou Yinhu Technology Co., Ltd, China (collectively "YINHU") and the Swami Vivekananda Yoga



Anusandhana Samsthana (collectively "S-VYASA"). YINHU and S-VYASA are referred to collectively as the Parties.

本协议由杭州印湖科技有限公司（以下简称“印湖”）与印度辨喜瑜伽大学（以下简称“S-VYASA”）订立。在下文中，印湖和 S-VYASA 统称为“双方”。

Based on the principle of equality and mutual benefit, friendly and mutual trust, the terms of this agreement are based on the intention of both parties to make use of their own advantages and resources, aimed to establish high quality yoga exchange and learning platform for Chinese yoga students and promote cooperation between China and India in related fields, and jointly promote the development of yoga in China.

本着平等互利，友好互信的原则，本协议条款依据双方合作意向订立，利用各自的优势和资源，旨在为中国瑜伽学员建立优质的瑜伽交流和学习的平台，促进中印在相关领域的合作和交流，共同推动瑜伽事业在中国的发展。

SECTION 1: INTRODUCTION

第一条 简介

1. YINHU is an accredited corporate entity registered according to Chinese company law, and desires to form a collaborative relationship with S-VYASA to build a platform for yoga exchange and learning.

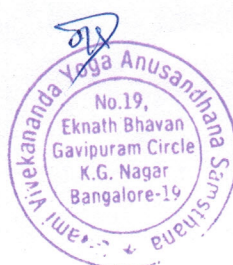
1. 印湖是在中国依法注册成立的公司实体，希望与 S-VYASA 建立合作关系，共同打造瑜伽交流和学习的平台。

2. S-VYASA is a government accredited university, located in Bangalore, India. And desires to form a collaborative relationship with YINHU to promote the development of yoga in China.

2. S-VYASA 是一所印度政府认可的大学，位于印度班加罗尔，希望与印湖建立合作关系，共同促进瑜伽在中国的发展。

3. YINHU and S-VYASA hereby agree to form a collaborative relationship. This is a commercial cooperation project which aimed at promoting yoga development and service Chinese yoga students, enhance their understanding and skill for yoga, after assessment and qualified, the students will be granted the related certificate.

3. 印湖和 S-VYASA 同意建立合作关系。本项目是商业合作项目，主要负责瑜伽文化推广，服务中国瑜伽学员，提升学员对瑜伽的理解及技能，经考核合格，并授予学员相关证书。



SECTION 2: CONTENT AND MODES OF COOPERATION

第二条 内容与方式

1. Length of Training

1. 培训周期

This is a commercial cooperation project aimed at promoting the development of yoga in China through cooperation between the two parties. At present, we mainly focus on short-term training, such as 7 days classes, 10 days classes, 14 days classes, 21 days classes, 30 days classes. If there is any other program/activities, it will be discussed and decided with mutual consent.

本项目是商业合作项目，旨在通过双方合作，共同推动瑜伽事业在中国发展。目前我们主要以短期培训为主，例如 7 天班，10 天班，14 天班，21 天班，30 天班。如有其它活动安排，另外讨论决定。

2. Students Source

2. 学员来源

Organized by YINHU, the students are mainly from China.

通过印湖组织，本合作项目学员主要来自中国，

3. Certificate

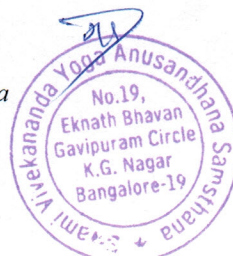
3. 证书

Training courses will be discussed and decided by the two parties, after finished the training, the student who have passed the assessment will be granted the relevant training certificate jointly issued by S-VYASA and YINHU.

培训课程经双方讨论确定，学员在完成培训后，经考核合格，由 S-VYASA 和印湖联合颁发相关培训证书。

4. Joint Management Committee.

S-VYASA and YINHU will jointly establish a management committee to effectively run the joint program and to facilitate ongoing discussions regarding other cooperative activities. The committee comprises five members, three members from YINHU and two from S-VYASA. The committee shall appoint one



person to be in charge; other committee members will be managing members. Managing members meet at least once a year either in Hangzhou or Bangalore and should immediately discuss related issues through electronic communication (e.g. teleconference or email) if there is any.

4. 联合管理委员会:

为有效运作本合作项目，方便进行相关合作活动的探讨，双方特成立联合管理委员会。联合管理委员会由五人组成，三位印湖人员和二位 S-VYASA 人员。管理委员会委派一人担任联合项目管理负责人，其他人员担任项目管理人员。项目管理人员每年至少在杭州或班加罗尔会面一次，并应通过电子通讯（如远程电话会议或电子邮件）及时商议有关问题。

SECTION 3: REPRESENTATIONS AND WARRANTIES

第三条 声明与保证

1. S-VYASA represents and warrants that it is the India acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

1. S-VYASA 声明并保证其在印度从事高等教育的资质并具有法律资格签订本协议。

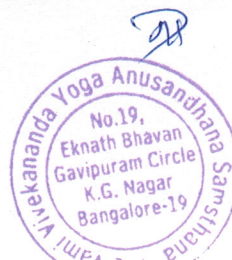
2. YINHU represents and warrants that it:

- a. is a corporate entity with a good reputation in the People's Republic of China.
- b. has the legal authority to enter into this Agreement; and
- c. has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

2. 印湖声明并保证其自身:

- a. 是一个在中华人民共和国拥有良好声誉的公司实体;
- b. 拥有法律权力签订本协议;
- c. 拥有适用的法律、法规 and 规定所要求的许可和权利签订并履行本协议。

SECTION 4: RESPONSIBILITIES OF YINHU



第四条 印湖的责任

1. Responsible for ensuring that its application has all the necessary government licenses to operate and that any terms or conditions required are met in full. Responsible for promoting and recruiting students for the program.

1. 负责向中方主管部门申报本项目。主要负责该项目的宣传、招生、组织工作。

2. Responsible for arranging staff members to be responsible for the implementation of the program.

2. 安排管理人员负责项目的实施。

3. Assist Party B to optimize the curriculum construction, update the training content, and improve the training methods to promote the development of yoga.

3. 协助乙方优化项目课程建设，更新培训内容，改进培训方法，促进瑜伽事业的发展。

4. Assisting Party B's staff member's invitation letters for Chinese visa application and, if appropriate, arranging for Indian teacher activities at Party A such as training activity, classroom observation, academic exchange and seminars etc.

4. 协助乙方人员办理来华邀请函；负责安排印籍教师的培训任务，组织培训观摩及交流研讨等活动；

SECTION 5: RESPONSIBILITIES OF S-VYASA

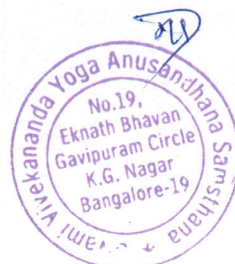
第五条 S-VYASA 的责任

1. Responsible for training Yoga students recommended by Party A , make sure to provide students with a good study and living environment in India

1. 负责培训由甲方推荐的瑜伽学员，提供学员在印度良好的学习和生活环境。

2. Assist to arrange Indian teachers to undertake teaching tasks at Party A. Responsible for providing guidance and assistance for Party A, complying with the ratio of Party B's curriculum, sending qualified teachers, providing original edition textbooks and teaching materials, recommending teaching materials and providing curriculum evaluation methods and standards.

2. 协助安排印籍教师承担在甲方的培训任务，对培训计划向甲方提供指导和帮助。并按照双方商定培训课程向甲方提供原版教材母本、推荐合格老师、推荐教材及提供课程评估方式和标准。



3. Responsible for discussing with party A about course construction, renewing teaching content, improving teaching methods and promoting development of yoga in China.

3. 负责与甲方合作探讨优化培训课程，更新培训内容，改进培训方法，促进瑜伽文化在中国的发展。

4. Assist Party A's staff member's invitation letters for India visa application, and if appropriate, arranging program for Party A such as training activity, academic exchange and seminars etc.

4. 协助甲方相关人员办理来印邀请函，组织在印期间人员培训及交流研讨等活动；

5. In order to facilitate the promotion of yoga training program and ensure the smooth development of this cooperation project, Party B authorized Party A to carry out marketing activities in China and recruit yoga trainees.

5. 为方便推广瑜伽培训计划，促进本合作项目的顺利开展，乙方授权甲方在中国开展市场推广活动，招收瑜伽培训学员。

SECTION 6: FINANCIAL MAGEMENT

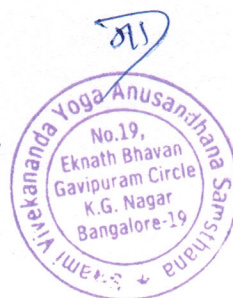
第六条 经费管理原则

1. The yoga trainees arranged by Party A to the premises of Party B or related exchange activities, all the expenses will be paid to Party B by Party A according to mutual agreed rate.

1. 甲方安排学员来乙方学校培训及相关交流活动，根据双方共同商定的费用，由甲方统一支付给乙方。

2. Invited by Party A, Party B send Indian teachers to China to carry out seminars and training activities, all the expenses will be paid to Party B by Party A according to mutual agreed rate.

2. 经甲方邀请，乙方安排印籍教师赴中国开展研讨及培训活动，根据双方共同商定的费用，由甲方统一支付给乙方。



SECTION 7: INTELLECTUAL PROPERTY RIGHTS

第七条 知识产权

1. The intellectual property and teaching materials provided by Party A belongs to Party A. The intellectual property and teaching materials provided by Party B belongs to Party B. These materials are supplied exclusively for use in delivering the joint program.

1. 由甲方为本合作项目所提供的教学资料等相关知识产权归甲方所有；由乙方为本合作项目所提供的教学资料等相关知识产权归乙方所有。且这些资料只能用于本合作项目的教学。

2. In case of joint projects, the intellectual property of such projects lies with both the parties and can use only for internal use. In case of used outside, the purview of both the parties shall be shared with due consent as may be required.

2. 在联合项目中，这些项目的知识产权属于双方，只能用于内部使用。外部使用的情况下，双方的权限应视情况需要同意。

3. Articles not covered by this Agreement shall be settled by the friendly negotiation between the two parties.

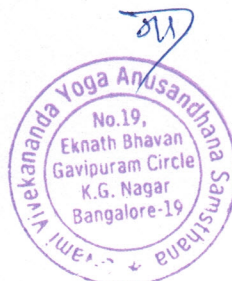
3. 未尽事宜，由双方友好协商解决。

SECTION 8: CONFIDENTIALITY

第八条 保密性

The parties shall not, without the written consent of the other party, disclose any of the contents of this Agreement to any third party except for any necessary disclosure to professional advisers of that party or any organizations, government bodies or administrative departments having jurisdiction over either party.

未经对方书面同意，一方不得向第三方泄露本协议任何内容，甲乙双方所在国负责审批或监管手续的政府部门/主管部门/机构所需的必要内容除外。



SECTION 9: DISCONTINUANCE OF THE PROGRAM

第九条项目的终止

1. This Agreement shall remain in force for eight years from the date of signing. It may be terminated "at will" by either Party with thirty (30) days' written notice with reasonable reason.

1. 本协议从签署日起 8 年有效。需因合理理由，任何一方提前 30 天给出书面通知表达终止意愿，本协议可以终止。

2. Should this Agreement expire or be terminated, students issued conditional acceptance letters and/or currently enrolled in the Program shall be allowed to complete their training under the terms and conditions of this Agreement.

2. 本协议无论到期还是终止，目前已经开展的培训将被允许按照本协议的条款完成或者遵照。

3. In the six months prior to the expiration of this agreement, the parties shall jointly discuss the renewal of the agreement in accordance with the principle of continuing friendly cooperation, mutual benefit and win-win. If fail to renew the agreement, both parties shall immediately cease to publish any information about the cooperation. The expiration or termination of this Agreement does not affect any accrued rights or remedies of either Party.

3. 本协议到期前半年内，本着继续友好合作，互利共赢的原则，协议双方应当共同讨论续签事宜，如果协议到期不再续签，双方都应立即停止发布有关双方合作的任何信息。本协议的到期结束或终止不影响任何一方的既有权利和责任。

SECTION 10: MISCELLANEOUS

第十条 其他

1. Compliance with China Law. Compliance with the law of China is the sole responsibility of Parties. YINHU agrees to obtain and maintain all permits, licenses and other approvals required in connection with the operations contemplated herein.

1. 遵守中国法律。协议双方均有遵守中国法律的责任。印湖同意取得并保存本项目操作所需的全部批准、许可以及其他审批文件。

2. Governing Law. The Parties agree that they shall endeavor to settle any dispute relating to this agreement by negotiating with each other in good faith. If



the Parties are unable to completely resolve the dispute through negotiation, the Parties agree that any dispute between them shall be governed by the law of, and shall be subject to the exclusive jurisdiction of the country of domicile of the defendant to the action.

2. 法律的选择。缔约双方同意，如果对本协议有任何争议时，双方将尽力以真诚的态度彼此善意协商解决。但当双方不能通过谈判的方式完全解决争端时，双方同意以中国的法律专属管辖为主。

3. Exclusivity Agreement. This is an exclusive Agreement of commercial training co-operation project between the parties for a period of eight years. Party B is the premier and exclusive Yoga University in the world, Party B authorizes Party A to be the sole yoga commercial training partner in China (the university cooperation is not subject to this restriction)

3. 独家协议。本项目为 S-VYASA 和印湖签订的为期 8 年的独家商业培训合作项目，乙方授权甲方为中国区域唯一的瑜伽商业培训合作伙伴（高校合作办学不受此约束）。

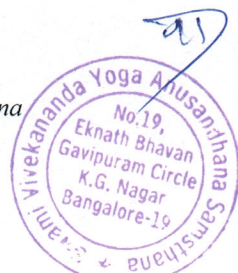
4. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein. No modification or amendment to this Agreement shall be binding upon the Parties unless made in writing and duly executed by authorized representatives of both Parties.

4. 完整契约。本协议就所涉事项完整地陈述了双方的协议内容。除非由双方授权代表书面提出并签字确认，本协议的任何修改或修订对双方都不构成约束力。

5. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, or failure or delay in delivery by suppliers or delays in transportation.

5. 不可抗力。双方无需承担由于超出合理控制能力的因素而导致的任何一方未能及时履行本协议规定义务的过失。其因素包括但不限于火灾，罢工，战争，暴乱，任何民事或军事行动，自然灾害，司法行为，劳动力、材料或设备缺失或短缺，供货商没有或延误发货或者运输迟缓等。

6. Invalidity and Severability. If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect; provided, however, that with respect to any material provision so severed, the Parties shall negotiate in good faith to achieve the original intent of such provision.



6. 失效与切割。如果本协议的任何条款被具有合法管辖权的法庭判定为无效、非法或不具备强制力，这些条款将与本协议切割，其他条款仍然保留完整的效力。如果被分割的属于实质性条款，则双方应以诚信为本，通过谈判就这些条款的原意达成一致。

SECTION 11: CONCLUSION

第十一条 终则

This Agreement shall be effective when signed by all signatories. **Signatures below indicate acceptance of the terms, conditions, and responsibilities contained herein and represent that the signatories are authorized to bind the respective Parties.**

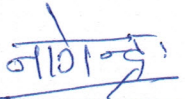
本协议经所有签署人签字后生效。以下签名表示接受本文件所述的条款和责任，并且是代表协议双方的授权签署。

Swami Vivekananda Yoga
Anusandhana Samsthana

印度辨喜瑜伽大学

Hangzhou Yinhu Technology Co., Ltd

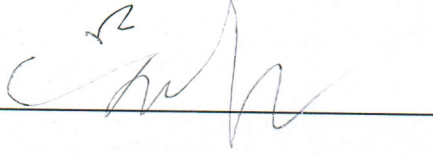
杭州印湖科技有限公司


Dr. H R WAGENDRA

Representative 代表

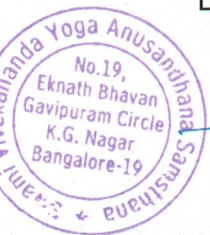
Swami Vivekananda
Yoga Anusandhana Samsthana
Bangalore

Date 日期: 24/07/2017



Representative 代表

Date 日期: 24/07/2017




(Dr. Sanjiv Patra)

