

**MINUTES OF HOME TEMPLE BOARD MEETING**  
**Friday, June 1, 2007; 1 PM**  
**Home Temple Center, 337 Bardue Street, Aromas, CA 95004**

Bishops Lewis, Willa, and Ken conference by telephone with Bishop Christine and Bishop-Elect Tofah at 1 P.M.

1. ROLL CALL BOARD MEMBERS: Bishops Lewis and Willa Keizer, Christine Payne-Towler, Ken Keach, and Bishop-Elect Tofah Eileen Yragui. All are present
2. APPROVAL OR CORRECTION OF MINUTES OF 2006 MEETING (Appended)  
Ken points out that the corrections to the 2005 financial statements presented in the 2006 meeting have not been seen and approved by all. He moves that we email copies of the adjusted 2005 P&L and Balance Sheet to Tofah and Christine for approval. Seconded by Tofah, unanimously passed. Ken moved minutes be approved subject to this condition. Seconded by Christine. Unanimously passed. This was done, and the 2006 Minutes were approved.
3. Dr. Lewis Keizer:
  - a. Reported on Home Temple Seminary for Year 2006  
Fourteen active seminarians are pursuing studies.
  - b. Reported on T.:H.:G.: for Year 2006  
Twelve people were Initiated at Wesak, 2006, of whom all but two have followed up with Empowerments.
  - c. Reported on School of Sacred Studies for Year 2006  
In 2006, there were eight students in degree studies (B.D. and M.Div.), and forty in the JIVA First Year Diploma program.
  - d. Reported on Financial Statements for Year 2006 (Appended).  
Ken and Christine found some problems in the 2006 P&L and Balance Sheet due to the fact that when Home Temple and JIVA books were merged by Lewis and JIVA bookkeeper Julie, many of the JIVA expenses were put into parent categories, which Quick Books assigned to an "other" non-specific category. Ken worked with Lewis to make the correct specific expense assignments, which were sent out to Tofah and Christine by email, and which are reflected in the appended P&L and Balance Sheet for 2006. This was not a motion or condition for approval, since the financial were correct, but a suggestion by Christine.
4. Dr. Willa Keizer reported on the JIVA program as implemented in January, 2006, and on the contracts with Pandit Sanjay Rath to produce and teach advanced *Jyotish* courses for the School of Sacred Studies (Attached as \*.PDF files))  
Currently there are more than fifty JIVA students in Years One and Two, and the program is a great success. The Board examined and approved the contract agreements made with P. Sanjay Rath. Discussion of Consecration by Bishops Lewis Keizer of Priests Daniel, Luis, and Edward, and by Bishop Willa Keizer of Priests Tofah and Marita, assisted by Bishop Ken Keach on Sunday, June 3.  
Christine said she would participate in the Saturday conference call for Bishops of

the Home Temple Synod to meet the new Bishops-Elect. [She was joined the next day by Bishops Anya and (by Skype video) Alberto.]

5. Call for Old Business. The only old business was to correct the 2005 financials, which had already been discussed.
6. Call for New Business. Ken suggested that Willa convey to Sanjay the Board's "support and delight in our association in bringing wisdom and Jyotish to the world." Willa said she would.
7. Motion for adjournment made by Ken with Willa seconding and unanimous pass.

Willa Keizer, Secretary

June 9, 2007

## **MINUTES OF HOME TEMPLE BOARD MEETING**

**Sunday, June 4, 2006 AT 1 PM**

**Home Temple Center, 337 Bardue Street, Aromas, CA 95004**

1. ROLL CALL BOARD MEMBERS: Bishops Lewis and Willa Keizer, Christine Payne-Towler, Ken Keach, and Priest Tofah Eileen Yragui.
2. APPROVAL OR CORRECTION OF MINUTES OF LAST MEETING (Appendix One)
3. Dr. Lewis Keizer:
  - a. Report on Home Temple Seminary for Year 2005
  - b. Report on T.:H.:G.: for Year 2005
  - c. Report on School of Sacred Studies for Year 2005
  - d. Report on Financial Statements for Year 2005
4. Dr. Willa Keizer report on the JIVA program as implemented in January, 2006
5. Nomination by Bishop Lewis Keizer of Priests Tofah Eileen Yragui, Luis Londono, and Edward Barton for Consecration to the Episcopate once they have satisfied all requirements.
6. Call for Old Business
7. Call for New Business
8. Adjournment

4:14 PM  
06/01/07  
Cash Basis

**HOME TEMPLE**  
**Profit & Loss**  
January through December 2005

	Jan - Dec 05
Ordinary Income/Expense	
Income	
Caduceus Institute Programs	
Certificate Programs	38,616.00
Homeopathic Consultation	39,989.24
Total Caduceus Institute Programs	78,605.24
Home Temple Seminary Program	
Wisdom Seminars	385.48
Home Temple Seminary Program - Other	8,390.32
Total Home Temple Seminary Program	8,775.80
Uncategorized Income	355.00
Wisdom Seminars	728.61
Total Income	88,464.65
Cost of Goods Sold	
Advance on Employee Salary	0.00
Total COGS	0.00
Gross Profit	88,464.65
Expense	
Grants and Donations	334.00
Occupancy	5,005.50
Other Expenses	
Advertising	
Caduceus Inst Adv	4,775.89
Advertising - Other	1,744.22
Total Advertising	6,520.11
Bank Service Charges	104.95
Dues and Subscriptions	896.64
Licenses and Permits	85.00
Miscellaneous Program Expenses	
Uncategorized Expenses	852.90
Miscellaneous Program Expenses - Other	50.00
Total Miscellaneous Program Expenses	902.90
Product	2,818.38
Professional Education	
Professional Books	1,908.49
Professional Education - Other	1,980.00
Total Professional Education	3,888.49
Refunds	0.00
Supplies	
Home Temple / THG Supplies	
Inventory	172.54
Liturgical Supplies	701.15
Home Temple / THG Supplies - Other	327.62
Total Home Temple / THG Supplies	1,201.31
Office Supplies	
Computer Hdwr	1,660.77
Computer sftwr/services	2,748.62
Paper and Consumables	148.55
Office Supplies - Other	3,320.40
Total Office Supplies	7,878.34
Supplies - Other	2,367.12
Total Supplies	11,446.77
Taxes	
Federal	4,503.37
Total Taxes	4,503.37

4:14 PM  
06/01/07  
Cash Basis

**HOME TEMPLE**  
**Profit & Loss**  
January through December 2005

	Jan - Dec 05
Telephone	
Internet Services	1,040.35
Keizer Home Temple 726-3192	2,244.63
Lewis Cell Phone	2,056.72
Telephone - Other	2,540.62
Total Telephone	7,882.32
Travel & Ent	
Entertainment	52.04
Meals	82.65
Travel	310.10
Travel & Ent - Other	2,657.23
Total Travel & Ent	3,102.02
Total Other Expenses	42,150.95
Printing and Publications	
Postage and Delivery	2,120.37
Printing and Publications - Other	53.47
Total Printing and Publications	2,173.84
Professional Fees and Services	
Arturo Morales	120.00
Printing and Duplication	4,172.61
Professional Fees	1,008.45
Videotape Production	609.28
Professional Fees and Services - Other	505.05
Total Professional Fees and Services	6,415.39
Salaries and Payroll Expenses	
Keizer Benefits	
Insurance	
Health Ins Lewis	0.00
Health Ins Willa	0.00
Total Insurance	0.00
Medical Benefits	
Medical Benefits	5,321.18
Medical Benefits - Other	0.00
Total Medical Benefits	5,321.18
Pension Plan Contributions	3,460.00
Total Keizer Benefits	8,781.18
Salaries and Payroll Expenses - Other	34,758.32
Total Salaries and Payroll Expenses	43,539.50
Total Expense	99,619.18
Net Ordinary Income	-11,154.53
Net Income	-11,154.53

4:13 PM  
06/01/07  
Cash Basis

**HOME TEMPLE**  
**Balance Sheet**  
As of December 31, 2005

	<u>Dec 31, 05</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Caduceus Inc.	7,545.45
<b>Total Checking/Savings</b>	<u>7,545.45</u>
<b>Total Current Assets</b>	<u>7,545.45</u>
Fixed Assets	
Home Temple Yurt	5,502.53
<b>Total Fixed Assets</b>	<u>5,502.53</u>
<b>TOTAL ASSETS</b>	<b><u>13,047.98</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan for Yurt	500.00
Payroll Liabilities	7,709.44
<b>Total Other Current Liabilities</b>	<u>8,209.44</u>
<b>Total Current Liabilities</b>	<u>8,209.44</u>
<b>Total Liabilities</b>	<u>8,209.44</u>
Equity	
Opening Bal Equity	4,934.94
Retained Earnings	11,058.13
Net Income	-11,154.53
<b>Total Equity</b>	<u>4,838.54</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>13,047.98</u></b>

2:56 PM  
06/01/07  
Accrual Basis

**JIVA**  
**Profit & Loss**  
**January through December 2006**

	<u>Jan - Dec 06</u>
Ordinary Income/Expense	
Income	
Conference	9,522.26
Donation	350.00
Tuition	45,289.30
Total Income	55,161.56
Expense	
Administration	4,700.00
Advertising expenses	2,930.64
Bank Service Charge	1,218.52
Books & CDs Purchased	840.00
Conference Meals	416.48
Conference Supplies	971.47
Honorarium	5,800.00
Housing Conference	5,025.87
Meals	95.95
Medical Benefit	232.74
Office Supplies	832.22
Postage & Delivery	1,136.49
Printing & Reproduction	3,958.36
Recording & Editing	4,400.00
Rent	24.00
Telephone	91.10
Travel Expenses	
Food & Lodging	4,026.25
Travel	9,829.00
Total Travel Expenses	13,855.25
Total Expense	46,529.09
Net Ordinary Income	8,632.47
Net Income	<u><u>8,632.47</u></u>

2:57 PM  
06/01/07  
Accrual Basis

**JIVA**  
**Balance Sheet**  
**As of December 31, 2006**

	<u>Dec 31, 06</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Bank of America	8,008.42
Comerica Bank	1,100.00
Total Checking/Savings	9,108.42
Accounts Receivable	
Accounts receivable	-720.00
Total Accounts Receivable	-720.00
Other Current Assets	
Cash In	153.00
Undeposited Funds	400.00
Total Other Current Assets	553.00
Total Current Assets	8,941.42
<b>TOTAL ASSETS</b>	<b><u>8,941.42</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Retained Earnings	308.95
Net Income	8,632.47
Total Equity	8,941.42
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>8,941.42</u></b>



4:10 PM  
06/01/07  
Cash Basis

**HOME TEMPLE**  
**Profit & Loss**  
January through December 2006

	Jan - Dec 06
Ordinary Income/Expense	
Income	
Caduceus Institute Programs	
Certificate Programs	21,935.00
Homeopathic Consultation	31,336.19
JIVA	59,749.18
Caduceus Institute Programs - Other	0.00
Total Caduceus Institute Programs	113,020.37
Home Temple Seminary Program	5,387.50
Temple of the Holy Grail	970.00
Uncategorized Income	
Refunds	10.36
Uncategorized Income - Other	1,100.53
Total Uncategorized Income	1,110.89
Wisdom Seminars	4,574.62
Total Income	125,063.38
Cost of Goods Sold	
Advance on Employee Salary	0.00
Total COGS	0.00
Gross Profit	125,063.38
Expense	
Grants and Donations	100.00
JIVA	0.00
Occupancy	
Equipment Rental/Maintenance	
Equipment Repairs	70.36
Total Equipment Rental/Maintenance	70.36
JIVA class room rentals	5,049.87
Office & class rooms- Caduceus	3,756.00
Total Occupancy	8,876.23
Other Expenses	
Advertising	
Caduceus Inst Adv	6,213.78
Internet Domain/Hosting	546.80
JIVA	2,930.64
Advertising - Other	850.09
Total Advertising	10,541.31
Bank Service Charges	3,180.34
Dues and Subscriptions	175.00
Miscellaneous Program Expenses	
Uncategorized Expenses	
Check deposit adjustment by bak	300.00
Uncategorized Expenses - Other	785.58
Total Uncategorized Expenses	1,085.58
Miscellaneous Program Expenses - Other	497.84
Total Miscellaneous Program Expenses	1,583.42
Other bank and merchant fees	682.63
Product	678.70
Professional Education	
Professional Books	1,096.24
Professional Education - Other	80.50
Total Professional Education	1,176.74
Refunds	
Refunds to Students	900.00
Total Refunds	900.00

4:10 PM  
06/01/07  
Cash Basis

**HOME TEMPLE**  
**Profit & Loss**  
January through December 2006

	Jan - Dec 06
<b>Supplies</b>	
Home Temple / THG Supplies	
Liturgical Supplies	2,651.28
Home Temple / THG Supplies - Other	833.38
<b>Total Home Temple / THG Supplies</b>	<b>3,484.66</b>
<b>Office Supplies</b>	
Computer Hdwr	1,179.19
Computer sftwr/services	2,101.31
Paper and Consumables	19.47
Office Supplies - Other	1,855.56
<b>Total Office Supplies</b>	<b>5,155.53</b>
<b>Supplies - Other</b>	<b>2,659.02</b>
<b>Total Supplies</b>	<b>11,299.21</b>
<b>Taxes</b>	
Federal	1,109.25
<b>Total Taxes</b>	<b>1,109.25</b>
<b>Telephone</b>	
Internet Services	702.56
Lewis Cell Phone	1,517.08
Telephone - Other	4,202.45
<b>Total Telephone</b>	<b>6,422.09</b>
<b>Travel &amp; Ent</b>	
Auto Gas	87.83
Entertainment	378.38
Meals	752.21
Travel	16,529.79
Travel & Ent - Other	1,663.93
<b>Total Travel &amp; Ent</b>	<b>19,412.14</b>
<b>Total Other Expenses</b>	<b>57,160.83</b>
<b>Printing and Publications</b>	
Postage and Delivery	2,182.61
<b>Total Printing and Publications</b>	<b>2,182.61</b>
<b>Professional Fees and Services</b>	
Construction and Installation	1,038.00
Printing and Duplication	6,300.38
Professional Fees	
Educational Program Management	655.40
Teaching Stipend	4,400.00
Professional Fees - Other	245.00
<b>Total Professional Fees</b>	<b>5,300.40</b>
<b>Total Professional Fees and Services</b>	<b>12,638.78</b>
<b>Providian - Willa</b>	<b>-1,265.77</b>
<b>Salaries and Payroll Expenses</b>	
Keizer Benefits	
Insurance	
Cremation Plan	814.00
Health Ins Lewis	0.00
Health Ins Willa	0.00
<b>Total Insurance</b>	<b>814.00</b>
Medical Benefits	
Medical Benefits	8,012.94
Medical Benefits - Other	1,780.24
<b>Total Medical Benefits</b>	<b>9,793.18</b>

4:10 PM  
06/01/07  
Cash Basis

**HOME TEMPLE**  
**Profit & Loss**  
January through December 2006

	Jan - Dec 06
Pension Plan Contributions	2,000.00
Total Keizer Benefits	12,607.18
Salaries and Payroll Expenses - Other	19,889.53
Total Salaries and Payroll Expenses	32,496.71
Total Expense	112,189.39
Net Ordinary Income	12,873.99
Other Income/Expense	
Other Expense	
Online Credit Card Gateway	230.10
Total Other Expense	230.10
Net Other Income	-230.10
Net Income	12,643.89

4:12 PM  
06/01/07  
Cash Basis

**HOME TEMPLE**  
**Balance Sheet**  
As of December 31, 2006

	<u>Dec 31, 06</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Caduceus Inc.	5,128.27
JVA Bank Account	<u>7,997.47</u>
Total Checking/Savings	<u>13,125.74</u>
Total Current Assets	13,125.74
Fixed Assets	
Home Temple Yurt	<u>5,502.53</u>
Total Fixed Assets	<u>5,502.53</u>
<b>TOTAL ASSETS</b>	<b><u>18,628.27</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan for Yurt	500.00
Payroll Liabilities	<u>645.84</u>
Total Other Current Liabilities	<u>1,145.84</u>
Total Current Liabilities	<u>1,145.84</u>
Total Liabilities	1,145.84
Equity	
Opening Bal Equity	4,934.94
Retained Earnings	-96.40
Net Income	<u>12,643.89</u>
Total Equity	<u>17,482.43</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>18,628.27</u></b>

## JIVA INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made effective on \_\_\_\_\_ by and between JAGANNATH INSTITUTE OF VEDIC ASTROLOGY, a non-profit religious organization ("ORGANIZATION"), and PANDIT SANJAY RATH ("CONTRACTOR").

### **Recitals**

ORGANIZATION is engaged in the promoting, instructing and teaching of vedic astrology.

CONTRACTOR is the author and creator of various vedic astrology teachings and shall be engaged by ORGANIZATION to teach vedic astrology courses and instruction, subject to the policies and procedures of ORGANIZATION.

THE PARTIES desire to enter into this Contracting Agreement, subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. Retention as Contractor. ORGANIZATION hereby agrees to retain CONTRACTOR and CONTRACTOR hereby accepts such retention for the period of time relating to the term attached hereto as Exhibit "A," subject to the terms and conditions hereinafter set forth.

a. Vision. ORGANIZATION plans to offer three (3) separate vedic astrology diploma courses (i.e. bachelors, masters and doctoral degrees). ORGANIZATION intends to attract committed and highly skilled students to study and learn vedic astrology.

b. Purpose. ORGANIZATION'S purpose is to attract and support spiritually minded students, enabling them to study and learn vedic astrology as taught by CONTRACTOR.

2. Duties. During the Contracting Period, CONTRACTOR shall adhere to all of ORGANIZATION'S policies and procedures and shall teach, instruct and promote vedic astrology.

3. Compensation. CONTRACTOR will receive from ORGANIZATION payment of \$100 per actual hour of teaching, said teaching per diem to be paid in twelve (12) equal monthly installments (to coincide with a scholastic year) for teaching the vedic astrology courses. ORGANIZATION has the right on an annual basis to modify ORGANIZATION'S Policies and Procedures and any other ORGANIZATION documents and CONTRACTOR agrees to abide by all such Policies and Procedures.

4. Independent Contractor Status. ORGANIZATION shall not provide CONTRACTOR with any fringe or ORGANIZATION benefits during the term of this Agreement. It is agreed that CONTRACTOR, while performing all services and responsibilities under this Agreement, shall at all times perform in the legal capacity of an independent contractor. It is also agreed that no act or omission by CONTRACTOR or ORGANIZATION, pursuant to the terms of this Agreement, shall be construed to render CONTRACTOR an employee of ORGANIZATION. Furthermore,

CONTRACTOR shall be entirely responsible for his own tax and expense obligations and shall not represent or claim to be an employee of ORGANIZATION. The parties intend that an independent contractor relationship be created by this Agreement and the conduct, control and method of each project will lie solely with CONTRACTOR.

5. Instrumentalities. CONTRACTOR shall furnish and be solely responsible for all equipment, supplies, tools, facilities and instrumentalities that may be necessary to perform independent contractor services and obligations under this Agreement, including any expenses and disbursements that CONTRACTOR may incur during the performance of any services or obligations covered by this Agreement, unless otherwise agreed to in writing by the parties.

6. Indemnification. CONTRACTOR shall defend, indemnify and hold ORGANIZATION harmless from and against any liabilities, costs and expenses that ORGANIZATION may incur by reason of CONTRACTOR'S performance of his duties, including but not limited to attorney fees.

7. Compliance. CONTRACTOR and ORGANIZATION both agree to comply with all applicable state, federal and local laws and regulations. All work performed by CONTRACTOR and ORGANIZATION shall be of the highest professional standards and performed to the reasonable satisfaction and ORGANIZATION'S policies and procedure.

8.Chain of Authority. The parties understand CONTRACTOR'S primary contact for any and all business issues shall be an authorized representative of ORGANIZATION. ORGANIZATION shall have final and ultimate authority as to all policies, procedures and business decisions as to ORGANIZATION programs.

9. Assignability. This Agreement shall be binding upon and inure to the benefit of and be enforceable by ORGANIZATION, CONTRACTOR and their respective heirs, successors and assigns. This Agreement may not be assigned or transferred by CONTRACTOR without the express permission of ORGANIZATION.

10. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California and any controversy shall be brought or commenced only in Santa Cruz County, California, USA.

11. Modification, Default and Conflict. This Agreement may be amended only by a writing signed by both parties and referencing this Agreement. In the event that either party breaches this Agreement, the nonbreaching party may pursue all remedies available at law and the breaching party shall pay to the other party reasonable costs and attorney fees incurred because of the breach, whether a lawsuit is instituted or not.

12. Guarantee of diploma courses. The ORGANIZATION cannot guarantee or warrant whether CONTRACTOR will have enough students to teach or whether the diploma courses will be successfully attended by enough students to warrant any payment to CONTRACTOR under this Agreement. Although the estimated monthly payments to CONTRACTOR is approximately \$1,000 per month, ORGANIZATION cannot warrant the requisite amount of students to justify payment to CONTRACTOR. ORGANIZATION therefore reserve the right, in ORGANIZATION'S sole discretion, to terminate this Agreement or postpone payments to CONTRACTOR until such time as ORGANIZATION can reasonably afford to pay CONTRACTOR under the terms of this Agreement

IN WITNESS WHEREOF the parties hereto have executed this Agreement or have caused this Agreement to be duly executed on the day and year first above written.

**ORGANIZATION**

**CONTRACTOR**

**JIVA**

By:

Title:

## EXCLUSIVE LICENSE AGREEMENT

This Agreement is entered into by and between Pandit Sanjay Rath, whose principal place of business is located at 15B Gangaram Hospital Road, New Delhi, India (hereinafter "LICENSOR"), and JAGANNATH INSTITUTE OF VEDIC ASTROLOGY, whose principal place of business is located at 337 Bardue Street, Aromas, California, USA (hereinafter "LICENSEE").

WHEREAS, LICENSOR is the creator, author, and owner of all right, titles, and interest in certain written and audio visual educational materials relating to Vedic Astrology as well as any relevant associated updates, writings, instructions and teachings (more particularly described in Exhibit "A" if necessary); and

WHEREAS, LICENSEE desires to secure the exclusive rights to market, distribute and sell the educational materials and any and all improvements and updates to them throughout the English speaking world.

NOW, THEREFORE, in consideration of the mutual covenants and premises hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. For purposes hereof:

(a) "EDUCATIONAL MATERIALS" shall mean the process, design, product, material, instructions, or teachings, relating thereto in which LICENSOR is listed as or creator or author in which it has or hereafter acquires any interest for purposes of providing a Diploma Programs in Vedic Astrology consisting of materials, instructions, writings and teachings in the English language.

(b) "TERRITORY" shall mean territories: Countries where English is spoken as the primary language, including but not limited to the United States, Canada, Australia, New Zealand, and the United Kingdom in which LICENSEE conducts business. This TERRITORY does not include the Indian sub-continent as Sanjay Rath may develop a separate program not using the materials exclusively developed for JIVA in any language. It is also understood that a separate program which does not use the exclusive JIVA materials is being developed for Serbia, Russia and other Eastern European countries. None of these programs will compete with JIVA for enrollments as they are offered in languages other than English. TERRITORY shall also mean any other modified territories in which LICENSOR and LICENSEE mutually agree in writing to conduct business with the recover its reasonable attorney's fees and costs, whether a lawsuit is instituted or not.

(c) Governing Law: This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of California in the United States of America, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the Santa Cruz County, California, USA shall have jurisdiction to hear any dispute under this Agreement. The parties agree that jurisdiction & venue are vested solely in the courts of Santa Cruz County, California and waive any other jurisdiction and venue to which they may have otherwise been entitled including by citizenship or domicile; and, the parties agree and understand that LICENSEE would not have entered into this Agreement without this material provision.



3. The following Vedic Astrology programs in English are also specifically exempt:

(a) Special advanced programs created by Licensor, including but not limited to the Jaimini course, are exempt from this agreement and may be offered by licensor independently of JIVA.

(b) SJCERC program with KKSU (Kavi Kulguru Kalidas Sanskrit Vishwavidyalaya) is also exempt from this agreement.

4. Since both Licensee and Licensor assume financial risk to develop the JIVA program, and since revenues are dependent on mutual performance of both Licensee and Licensor, there is no need for a penalty clause. Lack of good faith performance by either party will put the entire JIVA program at risk.

5. It is agreed that all students registered in any year of a JIVA degree program will be allowed to complete their degree studies with JIVA regardless of twenty year renewal or non-renewal of the contract.

IN WITNESS WHEREOF, the parties hereto have agreed and set their hands by proper persons duly authorized to become effective upon the date of the last party to sign.

**LICENSOR:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature of Authorized Signatory of Licensor

Name: Sanjay Rath

Title: Academic Director JIVA; Jyotish Guru, Sri Jagannath Center

Address: 15B Gangaram Hospital Road, New Delhi 110060, India

Telephone No.: +91 11 42430122

E-mail: srath@srath.com

**LICENSEE:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature of Authorized Signatory of Licensee

Print Name:

Title:

Address:

Telephone No.:

E-mail:

2. GRANT OF LICENSE. Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE the exclusive license to use, market, distribute and sell the EDUCATIONAL MATERIALS in the TERRITORY and the exclusive right to sublicense others to market, distribute and sell the EDUCATIONAL MATERIALS in the TERRITORY. This grant is to the exclusion of others, including the LICENSOR.

3. PAYMENTS.

(a) It is agreed and understood that even though the EDUCATIONAL MATERIALS may be covered by one or more domestic or foreign copyrights or trademarks, LICENSEE shall retain an exclusive Licensing Agreement as to the TERRITORY for a period of not less than twenty years from the execution date of this Agreement (hereinafter referred to as "Licensing Term"),

(b) LICENSOR further agrees to appoint LICENSEE as the exclusive representative for the TERRITORY for an additional period of twenty years following the expiration of the Licensing Term of this Agreement, unless modified by mutual written agreement between the parties, subject to the terms and conditions of this Agreement. Any modification of territories proposed and adopted by LICENSEE shall require mutual written agreement of the parties.

(c) Any fees paid to the LICENSEE involving the EDUCATIONAL MATERIALS pursuant to this Agreement shall be reported to the LICENSOR on a quarterly calendar basis within thirty (30) days of the end of each calendar quarter accompanied by a remittance of the percentage amount shown by the report to be due and a summary of the percentage paid and number of students enrolled in that quarter. The parties agree that beginning with the report for the first calendar quarter and for all corresponding reports during the life of this Agreement and for all subsequent quarters, the accompanying remittance of 20% royalties and summary will reflect what was paid to the LICENSOR for that calendar quarter based on tuition revenues for materials created in previous years.

4. PATENT'S, TRADEMARKS AND COPYRIGHTS AND PROTECTION. LICENSEE may file or cause to be filed with and prosecuted at its own expense, such patent, trademark or copyright applications as, in its sole discretion, shall be deemed reasonably necessary to protect the rights granted to LICENSEE for the MATERIALS pursuant to this Agreement, so long as LICENSOR retains all ownership and authorship of the EDUCATIONAL MATERIALS.

5. FOREIGN PATENTS, TRADEMARKS AND COPYRIGHTS AND PROTECTION.

(a) LICENSEE may file or cause to be filed with and prosecuted before foreign patent, trademark or copyright offices at its own expense, such foreign applications as, in its sole discretion, shall be deemed reasonably necessary to protect the rights granted to LICENSEE for the MATERIALS pursuant to this Agreement, so long as LICENSOR retains all ownership and authorship of the MATERIALS.

(b) If LICENSOR determines, in its sole discretion, that foreign applications should be filed in foreign countries, other than those which LICENSEE shall identify, LICENSOR shall have the right to file or cause to be filed, at its expense, applications in such foreign countries after notifying LICENSEE in writing of its intent to do so and giving LICENSEE reasonable time to change its decision and file there.

6. PROTECTION OF EDUCATIONAL MATERIALS. LICENSEE may bring any action for patent, trademark, copyright or licensing infringement of the EDUCATIONAL MATERIALS during the term of this Agreement, in LICENSEE'S name or jointly with LICENSOR. If LICENSEE fails to initiate legal proceedings for such infringement, LICENSOR shall have the right to bring such legal action at its own expense, either in the name of LICENSOR alone or jointly in the names of LICENSOR and LICENSEE, as it shall deem necessary and proper to protect the rights to the EDUCATIONAL MATERIALS.

7. WARRANTIES. The parties warrant and represent to each other that each has the right to enter into this Agreement with the other. LICENSOR specifically warrants and represents that it is the owner of all right, title and interest in the MATERIALS and that it is not aware of any rights of a third party (including patent, trademark or copyrights) that would be infringed by LICENSEE'S marketing, distribution or sale of any Unit, MATERIALS licensed hereunder.

8. RECORDS AND INSPECTION.

(a) Both parties agree to keep and maintain suitable quarterly business records, in accordance with generally accepted accounting practices, of the EDUCATIONAL MATERIALS sold, distributed, or otherwise transferred by it to any third party, including, but not limited to monies received, dates of sales, quantity sold, and quantity returned.

(b) Both parties shall permit, during regular business hours and at the requesting party's expense, upon five (5) days prior, written notice to the other party, but not more than quarterly in any calendar year, the other or a firm of certified public accountants selected by the requesting party, to examine and take abstracts from relevant records of the other to such extent as may be reasonably necessary to determine compliance with this Agreement including the proper amount of percentages to be paid. Both parties shall only be required to keep such relevant records for five (5) years.

9. TERM AND TERMINATION. This Agreement shall continue in full force and effect for twenty (20) years, unless otherwise terminated by mutual written consent of each party.

(a) MATERIAL BREACH AND CURE. In the event either party breaches any of the material terms and conditions contained in this Agreement, the nonbreaching party shall provide thirty (30) days' written notice of such breach to the breaching party. After notice has been provided under this Section and if the breach has not been cured therein, the nonbreaching party may pursue any remedy available at law, including but not limited to termination of this Agreement.

(b) Perpetual License: Except for termination for cause, Licensor hereby grants to Licensee a nonexclusive, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

10. PRODUCT AND EXPENSE COOPERATION. Both parties agree to develop and maintain professional and complimentary "brand identity" as it applies to the EDUCATIONAL MATERIALS.

11. CONTINUED PRODUCT DEVELOPMENT AND SUPPORT. LICENSOR shall provide full and comprehensive product and educational support to LICENSEE. LICENSOR shall also create new course material and teachings for LICENSEE'S exclusive use and LICENSEE shall provide input as to new development ideas for the EDUCATIONAL MATERIALS and the TERRITORY. Pandit Sanjay Rath shall be the primary supervisor for all such courses, when and where practical. LICENSOR shall also certify and help maintain consistency and authenticity in the EDUCATIONAL MATERIALS.

(a) Specifically, LICENSOR agrees to create, develop and teach three (3) diploma courses in Vedic Astrology for LICENSEE as follows, said materials and courses to be created and developed at a rate of one academic year per calendar year.

- i) 4-year bachelors degree course in Vedic Astrology (Bachelor of Jyotish)
- ii) 2-year masters degree course in Vedic Astrology (Master of Jyotish)
- iii) 2-year doctoral degree course in Vedic Astrology (Doctor of Jyotish)

(b) LICENSOR shall also receive from LICENSEE an additional teaching fee of \$100 per actual teaching hour for teaching the courses referenced in this section, which shall be above and beyond the 20% licensing fee referencing in this Agreement. The teaching fee shall be paid for the materials that are being developed, with 20% royalty payments beginning the following year. If applicable, Licensor shall execute an Independent Contractor Agreement for this purpose.

## 12. GENERAL PROVISIONS.

(a) The terms of this Agreement may be modified, in writing only, by the mutual consent of each party. This Agreement shall not convey any of LICENSOR'S ownership rights to any EDUCATIONAL MATERIALS and LICENSOR shall retain all ownership rights to any EDUCATIONAL MATERIALS.

(b) The parties agree that they shall carry out their obligations and duties under this Agreement with due diligence and in a timely fashion. Neither party shall be liable to the other for any loss, injury, delay, damages, or other casualties suffered or incurred by the other party due to strike, irregular industrial accident short of strike, riots, fires, storms, explosions, acts of God, war, supervening legislation, governmental or other regulations and directives, or any other similar cause beyond the reasonable control of either party, and any failure or delay by either party in performance of any of its obligations hereunder due to any of the foregoing causes shall not be considered a breach of this Agreement.

No waiver of a breach of any term or provision of this Agreement shall be construed or operate as a waiver of any other breach of the terms or provisions of this Agreement.

(c) This Agreement shall be governed and construed in accordance with the laws of the State of California and any action seeking to enforce the terms and conditions of this Agreement or any claim for damages arising from a material breach of this Agreement shall be filed in a court of competent jurisdiction in Santa Cruz County, California, USA only. If either party shall invoke legal proceedings, of any nature, to enforce the terms and conditions of this Agreement, or to impose a claim of damages against a breaching party, the prevailing party shall be entitled to recover its reasonable attorney's

fees and costs, whether a lawsuit is instituted or not. The parties agree that the jurisdiction and venue are vested solely in the courts of Santa Cruz County, California, and waive any other jurisdiction and venue to which they may have otherwise been entitled including by citizenship or domicile; and the parties agree and understand that LICENSEE would not have entered into this agreement without this material provision.

(d) All notices required to be sent under the terms of this Agreement, including all reports and payments, shall be sent by registered mail, return receipt requested, and any and all legal papers, including but not limited to service of process, shall be directed to the respective parties at the addresses set forth below unless notice of address change is given in writing.

(e) This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

(f) This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

(g) This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

(h) The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

(i) Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party and nothing shall be construed herein to be considered a partnership or joint venture or employment between the parties.

(j) If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

In addition, the parties agree to the following:

1. The Licensor and Licensee agree to the automatic renewal of this agreement every twenty years, during which both shall cooperate to develop the educational materials for the Bachelors, Masters and any other Special programs associated with JIVA.

2. Licensee retains the exclusive right to offer Beginner, Bachelor and Masters level courses in Vedic Astrology in the English language in all parts of the world through the internet as distance-learning degree courses. The JIVA courses will not compete with non-English courses to be developed for SIVA (Slavic Institute of Vedic Astrology) in East Europe and any institute in Indian subcontinent, and Licensor agrees that he will do all in his power to keep the non-English programs from competing with JIVA. The JIVA courses shall be prepared under the direct authorization and personal supervision of the Licensor.

3. The following Vedic Astrology programs in English are also specifically exempt:

(a) Special advanced programs created by Licensor, including but not limited to the Jaimini course, are exempt from this agreement and may be offered by licensor independently of JIVA.

(b) SJCERC program with KKSU (Kavi Kulguru Kalidas Sanskrit Vishwavidyalaya) is also exempt from this agreement.

4. Since both Licensee and Licensor assume financial risk to develop the JIVA program, and since revenues are dependent on mutual performance of both Licensee and Licensor, there is no need for a penalty clause. Lack of good faith performance by either party will put the entire JIVA program at risk.

5. It is agreed that all students registered in any year of a JIVA degree program will be allowed to complete their degree studies with JIVA regardless of twenty year renewal or non-renewal of the contract.

IN WITNESS WHEREOF, the parties hereto have agreed and set their hands by proper persons duly authorized to become effective upon the date of the last party to sign.

**LICENSOR:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature of Authorized Signatory of Licensor

Name: Sanjay Rath

Title: Academic Director JIVA; Jyotish Guru, Sri Jagannath Center

Address: 15B Gangaram Hospital Road, New Delhi 110060, India

Telephone No.: +91 11 42430122

E-mail: srath@srath.com

**LICENSEE:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature of Authorized Signatory of Licensee

Print Name:

Title:

Address:

Telephone No.:

E-mail: