

## Exhibit B: Code of Conduct: Committee Members

1. *Kary Sinkule-CEO*
2. *Robert Sinkule-CFO*
3. *Naomi Webster-COO*
4. *Cindy Morrison- YA Yoga's Arc LLC Instructor/Retired Nurse*
5. *Jenny Yingling- YA Yoga's Arc LLC Instructor/Over 20 Years Teaching Experience*
6. *Shuchen Chuang- YA Advisory Board Member, YA Yoga's Arc LLC Instructor*
7. *Ona Young- YA Advisory Board Member*
8. *Julia Ivanova- YA Advisory Board Member, YA Research & Development*

### 1. Yoga's Arc LLC Employee – Client Relationship

A good Yoga's Arc LLC Employee – client relationship requires the Yoga's Arc LLC Employee to have high standards of professional conduct. Yoga's Arc LLC Employees need to respect the rights and dignity of all clients. They also need to respect the trust placed in the Yoga's Arc LLC Employee by the client. The following codes emphasize trust and safety as the basis for the Yoga's Arc LLC Employee – client relationship. Please note, here the word 'client' includes those attending yoga classes, Yoga's Arc LLC Employee trainees and those being mentored within Yoga's Arc LLC.

#### 1.1 Respect and Rights

Yoga's Arc LLC Employees will:

- 1.1.1 Demonstrate respect to all clients regardless of age, gender, ethnicity, physical and psychological limitation, sexual orientation or religious affiliation
- 1.1.2 Respect the values, beliefs and aspirations of all clients

#### 1.2 Confidentiality

Yoga's Arc LLC Employees will:

- 1.2.1 Protect clients' privacy and right to confidentiality
- 1.2.2 Treat all information about clients as confidential
- 1.2.3 Obtain consent from clients before photographing, audio or videotape recording, or permitting third-party observation of yoga sessions.- this will be in our waiver/sign of release; we will also have announcements made anytime we know something will be filmed out of respect for clients.
- 1.2.4 Ask clients' permission before adding their names to mailing lists and be clear about the content of mail-outs. Respect also the clients' right to opt-out of the mailing list.
- 1.2.5 On issues relating to the duty of care, Yoga's Arc LLC Employees will report any concern they have for the safety and wellbeing of their client to the relevant emergency support:

Helplines/Hotlines :

- 24/7/365 Crisis Call Center Hotline: 1 (800) 273-8255, or Text: "ANSWER" to 839863 Standard messaging and data rates may apply.
- National Suicide Prevention Hotline 24/7 1-800-273-8255 (they have online chats and text available as well)
- Sexual Assault Support Services (SASS) Line: 1 (775) 221-7600
- For emergencies please call 911 and report to necessary personnel of the current location, it costs nothing to have the police, fire department, and/or ambulance come out to a situation. If in doubt, err on the safe side.
- 1.2.6 We do not abandon or neglect clients. If we are unable or unwilling for appropriate reasons, to provide professional help or continue a professional relationship, every reasonable effort is made to arrange for continuation of

instruction with another Yoga's Arc LLC Employee. Yoga's Arc LLC Employees should avoid giving any personal advice about a client's personal life. Yoga's Arc LLC Employees are not psychologists.

### 1.3 Effective Communication

Relationships based on trust and clear communication enable Yoga's Arc LLC Employees to work effectively with their clients.

Yoga's Arc LLC Employees will:

- 1.3.1 Communicate with clients in a courteous, respectful, compassionate, and honest manner
- 1.3.2 Communicate respect for clients through actions, language, and behavior
- 1.3.3 Listen to clients' needs, concerns, and preferences.
- 1.3.4 Communicate with a variety of verbal and visual cues to encourage the clients to practice yoga safely.
- 1.3.5 Seek permission before and be respectful when, physically adjusting a client
- 1.3.6 Make comments about a client's practice that are constructive and positive and not denigrating
- 1.3.7 Make only realistic statements regarding the benefits of yoga or if discussing one's own experiences with yoga, preface it as such.
- 1.3.8 Avoid imposing our beliefs on others, although we may express them when appropriate in the yoga class. We show sensitive regard for the moral, social, and religious standards of clients and groups.

### 1.4 Safety

Yoga's Arc LLC Employees will:

- 1.4.1 Create a safe, clean and comfortable environment for the teaching and practice of yoga.
- 1.4.2 Maintain safety procedures for all yoga equipment.
- 1.4.3 Support the safety of clients in the teaching of yoga.
- 1.4.4 Adhere to relevant legislative requirements relating to safety and care including Occupational Health and Safety and Duty of Care requirements.
- 1.4.5 Maintain public liability and professional indemnity insurance requirements.
- 1.4.6 Maintain CPR training qualification and competency (First Aid is also encouraged).
- 1.4.7 At the beginning of class, Yoga's Arc LLC Employees should notify the class that clients may decline to be touched. Yoga's Arc LLC Employees may provide notice by making a general announcement at the beginning of the class or by asking each individual client before touching. Yoga's Arc LLC Employees may ask clients to let the Yoga's Arc LLC Employee know that they do not wish to be touched by raising a hand. A good time to do this is at the beginning of class during the child's pose or meditation.
- 1.4.8 Yoga's Arc LLC Independently Contracted Yoga Therapists, Specialty Yoga's Arc LLC Employees and Yoga's Arc LLC Employees providing private lessons have a duty to inquire as to any preexisting conditions of their clients prior to teaching. However, Yoga's Arc LLC Employees should not "diagnose" the clients.
- 1.4.9 If it is open and obvious that the Yoga's Arc LLC Employee has actual knowledge of a client's condition, the Yoga's Arc LLC Employee should inquire about the condition and care with respect and recommend seeking medical advice, or a different class if that would be more appropriate for the client. Before every Yoga's Arc LLC Event, Employees should make a general announcement that clients should "keep themselves safe and honor their bodies".

### 1.5 Professional Boundaries

Yoga's Arc LLC Employees will:

- 1.5.1 Be considerate of the physical, mental, emotional and spiritual needs of clients
- 1.5.2 Be considerate of the preferences and limitations of clients
- 1.5.3 Maintain appropriate professional boundaries in the relationships with the clients that they are serving
- 1.5.4 Recognize the power-imbalance between Yoga's Arc LLC Employee and Client and not harass or exploit clients physically, psychologically, emotionally, sexually or financially
- 1.5.5 Declare and take appropriate steps to address any conflict of interest that may arise in dealings with clients.
- 1.5.6 Avoid relationships that could compromise the integrity of the Yoga's Arc LLC Employee-Client relationship.

1.5.7 We recognize the trust placed in and unique power of the Client-Yoga's Arc LLC Employee relationship. While acknowledging the complexity of some yoga relationships, we avoid exploiting the trust and dependency of clients. We avoid those dual relationships with clients (e.g. business, close personal, or sexual relationships) that could impair our professional judgment, compromise the integrity of our instructions, and/or use the relationship for our gain. We do not engage in harassment, abusive words or actions or exploitive coercion of clients or former clients.

### 1.6 Grievances

Yoga's Arc LLC Operations Department & Yoga's Arc LLC Employees will:

1.6.1 Acknowledge the client's right to make a complaint.

1.6.2 Take all necessary actions to resolve any complaints or grievances to our Code of Conduct Committee, as outlined in the Yoga's Arc LLC Grievance & Complaint Policy (See Exhibit C)

## 2. Relationship with Peers

These Codes outline a professional approach to working with other Yoga's Arc LLC Employees and relevant professionals.

### Yoga's Arc LLC Employees will:

2.1 Speak respectfully of other yoga traditions, studios, and health modalities

2.2 Treat other Yoga's Arc LLC Employees and colleagues in a respectful manner

2.3 When appropriate, refer to and work cooperatively with other Yoga's Arc LLC Employees and relevant health practitioners, to meet the needs of the client.

2.4 Consult and take advice from Yoga's Arc LLC Resources when appropriate.

## 3. Professional Practice

These Codes relate to maintaining professionalism in yoga teaching as expected by peers, clients, and the community.

### 3.1 Professional Performance

Yoga's Arc LLC Employees will:

3.1.1 Be encouraged but not required to be a member of the Yoga Alliance Organization for its resources and education.

3.1.2 Acknowledge and teach yoga within the scope of one's skills, knowledge, and ability.

3.1.3 Maintain a consistent personal yoga regimen.

3.1.4 Manage one's own personal life in a healthy fashion and seek appropriate assistance for one's own personal problems or conflicts.

3.1.5 Agree to cooperate fully with any Yoga's Arc LLC inquiry in relation to behavior and responsibilities as a Yoga's Arc LLC Instructor.

3.1.6 Abide by all Yoga's Arc LLC's policies and procedures and be up to date on any revisions or additions that are made to Yoga's Arc LLC's Employee Handbook and Code of Conduct.

### 3.2 Integrity in Teaching

Yoga's Arc LLC Employees will:

3.2.1 In all professional matters, act in a manner that honors the profession.

3.2.2 Honestly, accurately, and fairly represent the benefits and outcomes of a yoga practice.

3.2.3 Respect copyright and acknowledge sources when drawing on the work of others.

3.2.4 See their knowledge and professional associations for the benefit of the people we serve and not to secure unfair personal advantage.

3.2.5 Cultivate an attitude of humanity in our teaching, we dedicate our work to something greater than ourselves.

### 3.3 Business Integrity

Yoga's Arc LLC Employees will:

3.3.1 Abide by all relevant business and legislative requirements, including, but not limited to, insurance, work cover, pay and conditions, taxation, accounting, marketing, and advertising, and copyright.

3.3.2 Ensure all information relating to the benefits of yoga and information used for promotional and marketing purposes is accurate, fair, clearly stated, and not misleading in any way

3.3.3 Treat all employees, the community, clients, colleagues, and other yoga businesses fairly, transparently, and honestly in the course of all business transactions

3.3.4 As much as possible adhere to environmentally friendly and sustainable business practices, including, but not limited to, recycling, using energy-efficient products, being energy efficient, reducing waste, saving water, and traveling smarter.

#### Statement of Purpose

Yoga's Arc LLC's Code of Conduct makes explicit the standards of ethical and professional behavior expected of Yoga's Arc LLC Employees by their peers and the community.

It offers guidance to Yoga's Arc LLC Employees in their role of supporting clients in their practice of yoga.

Accordingly, Yoga's Arc LLC's Code of Conduct Committee must use sound and careful judgment in deciding what type of sanctions to impose when grievances are brought to our attention. There are four options:

1. Do nothing. The facts do not show that the Yoga's Arc LLC Employee committed any transgressions according to the Code of Conduct act.

2. A warning. The facts show that the Yoga's Arc LLC Employee's actions were minor and that a warning is a fair sanction. The warning could be coupled with counseling.

3. Time Out. The facts show that the Yoga's Arc LLC Employee's actions were serious and they warrant suspending the Yoga's Arc LLC Employee for a period of time. However, the actions were not so serious that they support complete termination.

This sanction may be used when the Yoga's Arc LLC Employee is good-hearted but made a mistake in judgment.

Sometimes the reason is spiritual by-passing and this may weigh toward leniency.

The "time out" period is usually one year but it may be shorter depending upon the circumstances. During the "time out" the Yoga's Arc LLC Employee will receive the professional health and wellness services they committed to for the work necessary to contemplate their actions. The Yoga's Arc LLC Employee cannot teach Yoga's Arc LLC Events during this time.

After the "time out" period expires, the Yoga's Arc LLC Employee can approach the Code of Conduct Committee to re-commence their teaching activities or rejoin the community. Yoga's Arc LLC's Code of Conduct Committee then makes a determination as to whether the Yoga's Arc LLC Employee has resolved their issues and that it is appropriate for them to rejoin the community. Yoga's Arc LLC's Code of Conduct Committee should consider whether there has been a sincere apology and contrition, appropriate reparation to the injured parties, rehabilitation and heart-felt change before the Yoga's Arc LLC Employee may return. This decision is entirely at the discretion of the Yoga's Arc LLC's Code of Conduct Committee. The absence will be handled with care in the approach to informing clients of the instructor's absence.

4. Dismissal. The facts show that a Yoga's Arc LLC Employee's actions were so serious that they warrant dismissing the Yoga's Arc LLC Employee from the studio. The Yoga's Arc LLC Employee is dismissed and the employment or independent contractor agreement is terminated. Yoga's Arc LLC's Code of Conduct Committee should carefully document its decision. This may be necessary to defend Yoga's Arc LLC if the Yoga's Arc LLC Employee brings an action for wrongful termination due to discrimination or other legal theory.

#### Exhibit C

#### Grievances and Complaints Policy and Procedure

The terms "us" or "we" or "our" herein refers to Yoga's Arc LLC.

**LEGAL NOTICE:** Before lodging a Grievance or Complaint with Yoga's Arc LLC, CAREFULLY consider the following:

- 1 Yoga's Arc LLC is not and does not claim to be a Citizens Advice Bureau and therefore is not legally qualified and cannot provide anyone with legal advice on the subject of Grievances/Complaints submitted.
- 2 There are certain things we can help with, and others where we cannot. Usually, people are looking to resolve a problem with their lawyers, and our approach is to try to help. If the Grievance/Complaint is of a legal nature (e.g. commercial, industrial, administrative, employer/employee-related, harassment, racial or religious vilification, willfully damaging property, striking another employee or member of the public, or otherwise inflicting harm on, or endangering the life of, another person, conduct involving dishonesty, willfulness or recklessness, loss or damage or similar litigations/disputes), it is not appropriate to "lodge a grievance/complaint" with Yoga's Arc LLC: the pursuer/s should seek legal advice to resolve the issue.
- 3 Reporting copyright or trademark infringements: If your Grievance/Complaint is related to what you believe to be an infringement of your IP (Intellectual Property) by one or more of our Yoga's Arc LLC Employees, it is not appropriate to "lodge a grievance/complaint" with us as Yoga's Arc LLC does not have any legal responsibility for, or power to enforce, compliance with the trademark or copyright laws.
- 4 Be aware that anything you write can be used against you.
- 5 Yoga's Arc LLC will under no circumstances accept Grievances/Complaints that are (intentionally or unintentionally) "defamatory" or abusive of any of the parties involved. **NB:** Defamation is the oral utterance (slander) or written publication (libel) of false or misleading facts, or false or misleading implied facts, that are derogatory or damaging to an individual's, entity's, or product's reputation. Accusing someone of dishonesty or other moral deficiency, or of professional or business deficiency, raises particularly significant risks of defamation liability.
- 6 Any Grievances/Complaints whose subject matter is intentionally or unintentionally "defamatory" of Yoga's Arc LLC, will be dealt with directly by the Yoga's Arc LLC's Legal Team who may decide to bring an action in defamation/libel if they believe that a person or publication has harmed a Yoga's Arc LLC Employee's reputation by making false statements about a Yoga's Arc LLC Employee.
- 7 A Grievance resolution is not a disciplinary process and therefore Yoga's Arc LLC is under no obligation to enforce disciplinary actions on behalf of the complainant/s against a Yoga's Arc LLC Employee. While we encourage anyone to inform us if they believe another user has violated any of our policies, we reserve the right to investigate and take appropriate action at our sole discretion.

## **SECTION 1. Statement of Purpose and Scope**

This Grievance Policy based on Yoga's Arc LLC's Code of Conduct Committee aims to ensure that complaints and grievances are handled and resolved in an appropriate, fair, transparent, and timely manner, and in accordance with the principles of natural justice.

## **SECTION 2. The distinction between a Complaint and a Grievance**

This policy defines the difference between a grievance and a complaint as follows:

A complaint is a general expression of dissatisfaction with a situation or the behaviors of another person (s), an expression by a complainant of concern, dissatisfaction, or frustration concerning matters such as the quality or delivery of a service, a policy or procedure, a decision, or the conduct of another person which arises from a grievance.

b A grievance is a more specific and serious feeling of an alleged wrong or hardship suffered, which is the grounds of a complaint it may arise, for example, from any action or inaction, behavior, situation or decision; discrimination, harassment, victimization, racial and religious vilification, interpersonal conflicts

or difficulties, resources; and unethical behavior of one or more parties. For a real grievance to have occurred there must have been a serious violation that can be challenged. There are occasions when it may be deemed inappropriate to commence a grievance resolution process. **NB:** Grievances must be lodged in good faith and not be vexatious.

### **SECTION 3. Principles of Yoga's Arc LLC's Grievance Complaint Procedure**

#### **3.1 The service's Grievances and Complaints Policy Procedure values:**

- a procedural fairness and natural justice;
- b transparent policies and procedures for everyone to understand;
- c grievances/complaints are openly accepted;
- d grievances/complaints are handled at no charge;
- e a code of practice and ethics;
- f a service culture free from discrimination and harassment;
- g the lodgement of a grievance will not result in unfair treatment or victimization of any party.

#### **3.2 The Grievances and Complaints Policy ensures that all persons are presented with procedures that:**

- a value the opportunity to be heard;
- b promote conflict resolution;
- c encourage the development of harmonious partnerships;
- d ensure that conflicts and grievances are mediated fairly; and
- e are transparent and equitable.

### **SECTION 4. Who can make a complaint**

#### **4.1 This policy applies to grievances/complaints that may arise between:**

- a a Yoga's Arc LLC Employee; or
- b a Yoga's Arc LLC Client; or
- c a Yoga's Arc LLC Independent Contractor; or
- d a Yoga's Arc Student or Intern (e.g. a person/s of the general public, yoga student, or enrollee in training courses offered by Yoga's Arc LLC.)

**4.2** This procedure does not cover grievances/complaints made by Yoga's Arc LLC Employees, volunteers, or trustees who have agreed in writing to follow separate grievance, disciplinary or other internal procedure guidelines.

### **SECTION 5. Lodging a Grievance/Complaint**

**5.1** Prior to lodging a grievance the grievant/complainer is expected to have fully read the Yoga's Arc LLC's Code of Ethics available on the website.

**5.2** Prior to lodging the complaint, the grievant/complainer is expected to attempt to resolve the matter informally with the individual/s concerned, but if this is not possible, then in writing to provide Yoga's Arc LLC with evidence of every attempt made.

**5.3** Anonymous complaints will not be accepted.

**5.4** All grievances/complaints are accepted in writing only using our standardized downloadable Grievance Form (please see Exhibit D) and must be sent at the mailing or e-mail addresses available on the form.

**5.5** A copy of all incoming and outgoing grievances/complaints is preserved by the Yoga's Arc LLC legal team in its entirety for two (2) years following the final resolution of the grievance/complaint.

**5.7** For clarity and transparency purposes, we promote the disclosure and sharing of information between the parties to a matter where, in our view, this will help in the investigation and resolution of the matter. Any information we release to either party is on the condition that it will only be used by the party who receives it, and only for the purpose of investigating and resolving the matter.



**5.8** All parties will maintain appropriate confidentiality during the grievance or complaint resolution process. Only the people directly involved in the grievance, or in resolving the issue, can have access to information about the grievances/complaints resolution process.

**5.9** All parties will be given the opportunity to decide whether or not they agree to disclose their names to the parties involved in the grievance/complaint and want to continue with their grievance/complaint. If any of the parties refuse to disclose their personal details, under these circumstances staff are required not to divulge information about the investigation to the person/s object of the grievance/complaint and therefore they will dismiss the grievance/complaint..

**5.10** We may choose to keep any information confidential from a party, whether the parties have asked for this or not. In the form the grievant/complainer must provide the following information:

- 1 name of the grievant.
- 2 home or work addresses.
- 3 statement of grievance or details of why you are filing a grievance.
- 4 the date and time the incident occurred.
- 5 where did the incident occur (give specific location or address).
- 6 who was involved (give names and titles).
- 7 which Yoga's Arc LLC's policies procedures, code of ethics or guidelines have been violated.
- 8 were witnesses involved (give names and titles).
- 9 what is the alleged violation.
- 10 the steps are taken to resolve the grievance, including whether the complaint has been lodged elsewhere.
- 11 what consideration or resolution is the grievant seeking from Yoga's Arc LLC.
- 12 include any documentation that is relevant to the grievance/complaint.
- 13 another person, or proxy, may represent the grievant in the grievance procedures. The name of the person, title, relationship, and the grievant's signature will be required.

## **SECTION 6. Receiving the Grievance/Complaint**

**6.1** A Grievance/Complaint filed, either informally or formally, will not be considered unless it is filed not later than 120 days after the event or occurrence giving rise to the grievance or knowledge of the event or occurrence.

**6.2** Grievances/Complaints are responded to (excluding holidays) within 14 working days from the date they are received. The entire formal procedure should take no longer than 28 working days.

**6.3** The complainer will receive a letter of acknowledgment from Yoga's Arc LLC containing the following information:

- a name, and telephone number of the person who will investigate the complaint. The nominated person(s) will be of the Yoga's Arc LLC's Code of Conduct Committee Representative and will have the necessary skill and experience to manage the grievance resolution process;
- b what support will be offered during the process of the grievance/complaint;
- c grievance/complaint completion time limits.

**Note:** In some cases, Yoga's Arc LLC's Code of Conduct Committee may decide that its involvement in resolving the grievance/complaint is not appropriate. In this instance, Yoga's Arc LLC's Code of Conduct Committee will make this clear to the grievant/complainant and may recommend alternative approaches.

## **SECTION 7. Unreasonable Griever/Complainant Conduct**

**7.1** We expect that the parties to a matter will communicate with us and with each other in a courteous and non-threatening manner.

**7.2** We take a serious view of communications that contain offensive, rude, abusive or threatening material. In these cases we may take a number of steps, including:

- a in line with Yoga's Arc LLC's Code of Conduct Committee that receive a grievance/complaint containing personal abuse, inflammatory statements or material clearly intended to intimidate an employee of Yoga's Arc LLC and/or any participants in the grievance/complaint have the right to take one of the following action:
- b decide to stop handling a grievance/complaint; or
- c return the grievance/complaint to the sender and not be acted upon; or
- d editing information received to remove offensive or abusive comments; or
- e where the grievance/complaint alleges criminal behavior, the Yoga's Arc LLC's Code of Conduct Committee may consider reporting issues of concern to an external agency or regulator including the police.

## **SECTION 8. Processing the Grievance/Complaint**

### **Stage 1**

**8.1** Grievances /Complaints are assessed on an individual basis and in the first instance will be dealt with at the lowest operational level within the Yoga's Arc LLC's Code of Conduct Committee with the aim of resolving the complaint promptly.

**8.2** The investigation may involve all or some of the following courses of action, as appropriate to the individual case:

- a the subject of the complaint will be asked to submit a further version of events;
- b further information may be sought from third parties with regard to the background of the grievance/complaint (e .g proxy, witnesses).

**8.3** Throughout the process the complainant will be kept informed at regular intervals as to how the investigation is progressing and the timescales involved. The complainant may also be asked for further information and comments to ensure that the appointed Yoga's Arc LLC's Code of Conduct Committee Representative has a balanced understanding.

**8.4** When the nominated Yoga's Arc LLC's Code of Conduct Committee Representative/s has/have made a decision, the complainant will receive a formal written response to the grievance/complaint.

The response will include the following information:

- a a decision about whether the complaint was upheld or not;
- b the sources of the information relevant to the decision;
- c the reason for the decision;
- d any other action that may be taken in light of the complaint.

### **Stage 2**

**8.5** Should a resolution not be reached after Stage 1, the complaint will be referred back to Yoga's Arc LLC's HR Department. The person who handles an appeal will generally 'rehear' the grievance, by going through the same steps as the person who handled the original grievance. However, they may decide to interview more witnesses if they think they will be able to assist in resolving the grievance.

**8.6** If the Yoga's Arc LLC's HR Department decides that the complaint is a frivolous one, he/she shall advise the complainant of the following:

- a that there appear to be no grounds for their complaint; or
- b may choose to use a mediation process where the nature of the complaint lends itself to being resolved by mediation; or
- c the original decision may be confirmed or it may be overturned.

### **Stage 3 Mediation**



**8.7** Mediation is a process by which the participants in a dispute, together with the assistance of a neutral person (in this case a trained mediator), systematically isolate disputed issues in order to develop options, consider alternatives, and reach a consensual settlement that will accommodate their needs.

**8.8** The process of mediation emphasizes the participants' own responsibility for making decisions that affect their lives.

Mediation incorporates the setting of goals and the solution to a problem, through the efforts of the participants who ultimately are required to accept the consequences of their decisions.

**8.9** Where mediation is sought, the mediator cannot be a party to the dispute. The mediator will be appointed by the person who is managing the grievance process. The mediator will facilitate the process but will not make decisions for the parties.

**8.10** All persons (complainants/grievors) directly involved in the complaint will share the costs of the mediation equally unless agreed otherwise. The mediator will give the parties involved, and the Yoga's Arc LLC's HR Department, documentation noting that mediation occurred, who attended, and the outcome. Yoga's Arc LLC's HR Department will receive the information and make a final decision based on the mediation's conclusions.

**SECTION 9. Appeals Panel. Any person involved in the grievance/complaint has the right to appeal**

**9.1** If a resolution has not satisfactorily been reached after Stage 1; Stage 2 or Stage 3, the grievor/complainant has a right of appeal. Any appeal must set out reasons why the grievor/complainant considers the appeal to be merited. The grievor/complainant must lodge the appeal with the Appeals Panel within 15 working days of receiving the decision from the Yoga's Arc LLC HR Department. An appeal filed after 15 working days of the original decision will not be heard.

**9.2** The Appeals Panel normally composed of members of the Yoga's Arc LLC's Code of Conduct Committee, will be convened to consider the complainant's appeal. Yoga's Arc LLC's Code of Conduct Committee and the HR Department will be responsible for ensuring the panel is appropriately representative. Panel membership will be restricted to people who have had no previous involvement in the investigation and consideration of the complaint

**9.3 Members of the Appeals Panel will:**

- a consider whether the grounds for appeal are reasonable;
- b read through the necessary paperwork and speak to any relevant individuals involved with the complaint as they consider necessary;
- c make a final decision.

**9.4 The Appeals Panel will write to the complainant as soon as possible, to confirm:**

- a the final decision about the complaint;
- b the reason for the decision;
- c any action that may be taken in light of the complaint.

**10. Time limits**

**10.1** In circumstances where time limits cannot be met due to unforeseen circumstances, grievors/complainants will be notified in writing. The reasons for the delay with adjusted timescales will be supplied by the person responsible for handling the grievance/ complaint.

**SECTION 11. Complaints - Follow up on a resolution**

**11.1** Within 10 working days of the grievance/complaint being resolved, or upon an agreed timeframe with the person lodging the complaint, a Yoga's Arc LLC's Code of Conduct Committee nominated representative will conduct a follow-up interview with the aggrieved via telephone and ask for a written statement to gain feedback on the process to make sure that the grievor/complainant is satisfied with the way the resolution was both reached and implemented.

**11.2** The record of all incoming and outgoing grievances and complaints including those that have been referred to an external party (e.g. mediator or legal representatives), is preserved by the Yoga's Arc LLC's legal team in its entirety for two (2) years following the final resolution of the grievance/complaint. After two years, maintenance or destruction of grievances and complaints records will be handled in accordance with this policy, but a final copy of the decision will be permanently maintained in the Yoga Alliance database accessible to the grievant for review on written request.

**For further information please visit the webpage listed below:**

**YogasArc.com**

All grievances/complaints are submitted at no charge.

#### Exhibit D: Grievance Filing Application

**Confidentiality:** Your approaches to Yoga's Arc LLC and your grievance/complaint are treated with complete confidentiality. Any notes taken will be kept in a confidential file and if you need to email any material to us no one else will see it. However, your name must be used to investigate your case. If you do not agree, you'll be given the opportunity to decide whether or not you want to continue with your grievance/complaint. Under these circumstances staff are required not to divulge information about the investigation to the person/s object of the grievance/complaint and Yoga's Arc LLC will not be able to consider your grievance/complaint.

#### Importance Notices:

1. Prior to lodging a grievance the grievant/complainer is expected to have fully read the Yoga's Arc LLC's Code of Conduct available on our web-site.
2. A Grievance/Complaint filed, either informally or formally, will not be considered unless it is filed not later than 120 days after the event or occurrence giving rise to the grievance or knowledge of the event or occurrence.
3. Prior to lodging the complaint, the grievant/complainer is expected to attempt to resolve the matter informally with the individual/s concerned.
4. Anonymous complaints will not be accepted.
5. Grievances/Complaints and additional documents may be used as evidence in legal proceedings. Be aware that anything you write can be used against you.
6. Grievances/Complaint incomplete of SECTION A, will not be accepted.
7. Please send this document and additional supplementary documentation (if applicable) via the online form: contact us

1- Please write as legibly as possible. You may also type your answers.

#### SECTION A. Personal Details

FIRST MIDDLE LAST NAME: \_\_\_\_\_ RESIDENTIAL

ADDRESS: \_\_\_\_\_

DOB: \_\_\_\_\_

TELEPHONE: HOME: \_\_\_\_\_ WORK: \_\_\_\_\_

MOBILE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

IS THIS A GRIEVANCE OR COMPLAINT: \_\_\_\_\_

PLEASE EMAIL THIS FORM TO: Attn: Code of Conduct Committee to [Robert@YogasArc.com](mailto:Robert@YogasArc.com) OR MAIL TO:

Attn: Code of Conduct Committee, Yoga's Arc LLC 4435, E Chandler Blvd, Phoenix, Az 85048

#### SECTION B. Please circle the option that applies to you:

1) Are you a Client or Employee of Yoga's Arc LLC?

SECTION C. Please circle the option that applies to you. Is your Grievance/Complaint about a Service or Product/s you have received from:

1) A Yoga's Arc Employee? YES - NO

2) A Yoga's Arc Event?: YES - NO

SECTION D. Please provide the date, time, and place of event leading to grievance or complaint. Attach additional pages if necessary.

Date: \_\_\_\_\_ Time \_\_\_\_\_

City and Country \_\_\_\_\_

Place Address \_\_\_\_\_

SECTION E. Provide a statement of grievance/complaint and details of why you are filing a grievance/complaint. A detailed account of occurrence/incident includes names of all persons/witnesses involved (give names and titles) if any (e.g. Yoga's Arc Employees, Instructors, Clients).

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\_\_\_\_\_ SECTION F. Please state clearly which  
Yoga's Arc LLC policies procedures, or guidelines you feel have been violated and specify.

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PLEASE EMAIL THIS FORM TO: Attn: Code of Conduct Committee to [Robert@YogasArc.com](mailto:Robert@YogasArc.com) OR MAIL TO:

Attn: Code of Conduct Committee, Yoga's Arc LLC 4435, E Chandler Blvd, Phoenix, Az 85048

SECTION G. Please state what steps have you taken to address and or resolve the matter.

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SECTION H. What consideration or resolution are you seeking from Yoga’s Arc LLC.

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NB: The grievant should retain a copy of this form for his/her records. The signature below indicates that you are a filing a grievance/complaint, and any information on this form is truthful.

Griever/Complainant Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

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Attn: Code of Conduct Committee, Yoga’s Arc LLC 4435, E Chandler Blvd, Phoenix, Az 85048