

This is a copy of the terms and conditions for the group training with Super Trainer, Anne Von denMeer, of the Danielle Collins Face Yoga Method, for your records. Thank you so much and I look forward to sharing this training with you.

THE PARTIES TO THIS AGREEMENT ARE:

You as the person receiving the training (hereinafter referred to as "the Delegate")

AND

The person delivering the training to the Delegate (hereinafter referred to as "the Super Trainer")

AND

Danielle Collins Ltd, a company incorporated in England and Wales with company number 09968447 and registered office at St Marks Lodge, Worcester Buildings, Bath, BA1 6QS, United Kingdom (hereinafter referred to as "the Company").

The Super Trainer and the Delegate shall each be responsible for advising the other party of any changes to his / her personal or company details.

1. COMMENCEMENT:

This Agreement commences on the date of the payment of the deposit by the Delegate and terminates on any of the conditions detailed in Section 9 Termination.

2. TEACHER TRAINING PROVIDED BY THE SUPER TRAINER

2.1 The Super Trainer will provide the Delegate with either;

(i) Marking of written assessment sent by email followed by a thirty minute Skype call to include up to twenty minutes discussing any questions the Delegate may wish to ask plus a ten minute practical assessment of the teacher training in The Danielle Collins Face Yoga Method at a time agreed by both Super Trainer and Delegate ("the Teacher Training"), when the Delegate has purchased Distance Learning Training,

OR

(ii) Twelve hours of teacher training in The Danielle Collins Face Yoga Method at a time and location agreed by both Super Trainer and Delegate ("the Teacher Training"), when the Delegate has purchased Group Training,

OR

(iii) Seven hours of teacher training in The Danielle Collins Face Yoga Method at a time agreed by both Super Trainer and Delegate either via Skype or in person (“the Teacher Training”), when the Delegate has purchased One-to-One Training,

2.2 The Super Trainer will provide the Delegate with The Danielle Collins Face Yoga Method Manual at the start of the Teacher Training.

2.3 Upon successful completion of the Teacher Training, including meeting the required standard in a written and practical assessment, the Delegate will receive;

2.3.1 The Certificate of Achievement in The Danielle Collins Face Yoga Method;

2.3.2 a listing in the Company’s teacher directory on the Company’s website;

2.3.3 The Danielle Collins Face Yoga Method logo for use in their marketing activities, including their website.

3. FACE YOGA SESSIONS PROVIDED BY THE DELEGATE

3.1 On completion of the Teacher Training and for the duration of this agreement, the Delegate will be entitled to teach, whether to individuals or groups, The Danielle Collins Face Yoga Method to members of the public for their personal use (“Face Yoga Sessions”).

3.2 The Delegate can use The Danielle Collins Face Yoga Method name and logo in their marketing activities and during their Face Yoga Sessions with their clients.

3.3 The Delegate agrees that their Face Yoga Sessions can be checked by the Company at any time. Should any Face Yoga Sessions not meet the standards required by the Company, the Delegate will have one opportunity, within a specified time limit agreed by all parties, to re-perform Face Yoga Sessions to demonstrate that standards required have been met. Failure to meet the required standards, judged solely by a representative of the Company, will result in the Company having the right to terminate this agreement.

3.4 The Delegate warrants that he / she is not violating any other agreement or any law by performing the Teacher Training, and the Face Yoga sessions thereafter. Any material misrepresentation shall give the Company the right to terminate this agreement.

4. PAYMENT OF TEACHER LICENCE

4.1 The Delegate can book their attendance on the Teacher Training provided by the Super Trainer by paying \$100 non-refundable deposit towards the cost of the full Teacher Licence Fee of either;

(i) \$480 for the Distance Learning Course

OR

(ii) \$650 for the Group Course;

OR

(iii) \$775 for One-to-One Course either via Skype or in person;

4.2 The Delegate agrees to pay the Super Trainer the Teacher Licence Fee in full for the Teacher Training, at least one calendar month before the start date of the Teacher Training. If this Teacher Licence Fee is not paid in full by this date then, at the Super Trainer's decision, the Delegate may not be allowed to attend the Teacher Training and will not receive a refund for their deposit. If the Delegate has to be re-scheduled on to another Teacher Training course, less than seven days before the original course date, through no fault of the Super Trainer, then the Super Trainer can redeem costs up to the total amount of £100 deposit at the Super Trainer's discretion.

4.3 The Teacher Licence Fee is non-refundable following the start of the Delegate's attendance on the Teacher Training.

4.4 The payment of the Teacher Licence Fee, together with the successful completion of the Teacher Training, as determined by the Super Trainer, will entitle the Delegate to provide Face Yoga sessions in The Danielle Collins Face Yoga Method for the duration of this agreement.

5. CONFIDENTIALITY:

5.1. The Delegate agrees to keep all contents of The Danielle Collins Face Yoga Method Manual confidential apart from the contents which are intended to be shared and distributed to the Delegate's clients.

5.2. The Delegate consequently agrees that during the period of this agreement and subsequent thereto, the Delegate will not disclose to others or make use of directly or indirectly, any confidential information. If there is any doubt about whether any disclosure or use is for an

authorised purpose, the Delegate is to obtain a ruling in writing from the Company and is to abide by it.

5.3. The Super Trainer shall take reasonable security precautions to keep confidential all information deemed confidential and shall not make unauthorized copies. The Super Trainer further undertakes to notify the Company immediately upon discovery of any unauthorized use or disclosure of confidential material and shall assist the Company in regaining of such material and mitigating the loss to the Company.

6. OWNERSHIP OF WORK:

6.1 All Copyright and Intellectual Property in The Danielle Collins Face Yoga Method are owned by the Company and this agreement, and the business relationship between the Delegate and the Company, will not entitle the Delegate to any ownership of Copyright or Intellectual Property in The Danielle Collins Face Yoga Method.

6.2 The Delegate must have written permission from the Company before featuring any material including, but not limited to, the exercises, philosophies or strategies, from The Danielle Collins Face Yoga Method Manual or Teacher Training in any media including, but not limited to, television, radio, newspapers, magazines and websites.

6.3 The Delegate must have written permission from the Company before presenting any material including, but not limited to, the exercises, philosophies or strategies, from The Danielle Collins Face Yoga Method manual or Teacher Training at an event that could possibly receive media coverage.

7. OBLIGATIONS OF THE DELEGATE:

7.1. The Delegate will not be liable to the Super Trainer or its agents or employees for any claim, cost or fees arising from the services provided by this agreement other than the fees specified in section 4, unless any such claims, costs or fees are judged by the appropriate court to be due to willful misconduct or gross negligence on the part of the Delegate or his / her agents.

7.2 The Delegate is solely responsible for the marketing and delivery of their Face Yoga Sessions to their clients.

7.3 The Delegate agrees, for the period during this agreement and for three years following termination of this agreement, to not carry on any business or venture that is in competition to the Company's Face Yoga products or services, or to have any interest with any of the Company's employees, customers or suppliers other than in the normal course of business for the Company, without the written agreement of the Company. The Delegate is entitled to resell the Company's products and provide Face Yoga Sessions to individuals or groups for their own use

which can include Face Yoga knowledge and techniques that the Delegate may gain from sources which are not from the Company, providing clause 3.4 is upheld.

7.4 The Delegate hereby warrants that they have never been convicted of a criminal offence, and if they are arrested during this agreement then they will inform the Company and agree that this arrest would be a breach of contract.

7.5 The Delegate hereby warrants that all of the information provided in connection with this agreement is true and accurate

8. OBLIGATIONS OF THE SUPER TRAINER:

8.1. The Super Trainer acknowledges that timely completion of the services provided by the Super Trainer under this agreement, depends on the co-operation of the Super Trainer to comply with reasonable requests from the Delegate and the Delegate agrees to extend such co-operation.

9. NOTICE OF TERMINATION:

9.1 Upon termination the Delegate will not be permitted to provide Face Yoga Sessions to clients and must return all materials used during the Teacher Training including, but not limited to, The Danielle Collins Face Yoga Method Manual and any notes made about the Teacher Training. The Company will remove the Delegate's listing in the teacher directory on Company's website. If this agreement is terminated during the Teacher Training then the Super Trainer will not be required to complete the training for the Delegate.

9.2 This agreement will terminate at the written request of the Delegate.

9.3 This agreement can be terminated by any party if another party is;

9.3.1 in breach of any clause in this agreement;

9.3.2 convicted of a criminal offence;

9.3.3 upon the Super Trainer or Delegate committing any act of gross misconduct or is guilty of any conduct which may, in the reasonable opinion of the Company, bring the Company into disrepute;

9.3.4 the Super Trainer or Delegate becomes of unsound mind or a patient within the meaning of the Mental Health Act 1983;

9.4 Upon termination of this contract it is understood that the relationship between the Delegate and the other parties has ended.

10. GENERAL:

10.1. This agreement and any exhibit attached constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged express provision not contained herein.

10.2. No party may rely on any representation, which allegedly induced that party to enter into this agreement, unless the representation is recorded herein.

10.3. No agreement varying, adding to, deleting from or canceling this agreement and no waiver of any right under this agreement shall be effective unless it is:

10.3.1. In writing;

10.3.2. Agreed to by all parties;

10.3.3. Signed by all parties.

10.4. Written notice by either party to the other may be given:

10.4.1. In person, and such notice shall be deemed valid on the date of delivery in person.

10.4.2. By registered mail, and such notice shall be deemed valid as of seven days of the proof of mailing date.

10.5. No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights (unless it is a written waiver) and it shall be entitled to exercise its rights hereafter as if such relaxation had not taken place.

10.6. No party may cede any of its rights or delegate or assign any of its obligations in terms of this agreement without the prior written consent of the other parties.

10.7. Unless inconsistent with the context, words signifying any one gender shall include the others, words signifying the singular shall include the plural and vice versa.

10.8. Should any provision of this agreement be judged by an appropriate court of law as invalid, it shall not affect any of the remaining provisions whatsoever.

10.9. The parties agree that any dispute which may arise from this agreement will be referred to an impartial and lawful arbitration body whose decision will be binding upon all parties.