

Soul Coaching® Practitioner Agreement

Denise Linn Seminars Inc. (Licensor) with a principal place of business at: PO Box 1135, Lakeport CA 95453 has developed educational training and certification programs for practitioners of Licensor's
Soul Coaching® Practitioner Certification

Licensor is the owner of the following service marks or names:

- Soul Coaching®
- Soul Coaching® Practitioner (SCP) *only approved initials*
- Soul Coaching® Advanced Practitioner (ASC) *only approved initials*
- Soul Coaching® Master Practitioner (SCMP) *only approved initials*
- Soul Coaching® Trainer (SCT) *only approved initials*
- Soul Coaching® LOGO

("the Practitioner Marks"), which are to be used by those individuals (The Licensee) who have completed the minimum standards and requirements of the Certification course(s) Course as established by Licensor.

Use License of the Marks based on Certification Levels achieved

Licensee's initials next to the appropriate listing of the Marks below shall constitute agreement for the "Licensed Marks." (Initial all that apply based upon current level of course completion).

(a) Marks Licensed

- _____ Soul Coaching® Practitioner (SCP) *only approved initials*
Soul Coaching® LOGO
Upon completion of the Soul Coaching Practitioner Training program
- _____ Soul Coaching® Advanced Practitioner (ASC) *only approved initials*
Soul Coaching® LOGO
Upon completion of the SCP program and the Advanced program
- _____ Soul Coaching® Master Practitioner (SCMP) *only approved initials*
Soul Coaching® LOGO
*Upon completion of the SCP program and the Advanced program, and
The Soul Coaching® Trainer Certification program*

The parties agree:

1. Grant of Rights.

- (a) Licensee has the non-exclusive right to use the Licensed Marks as initialed by License below as approved by Licensor (subject to revision).
- (b) The Licensee will be able to advertise, promote and offer to the public their personal services using the terms above employing the techniques, methods and training as taught in the Certification Course, by and through any and all manner, media and means so long as Licensee upholds the Quality Standards and Code of Ethics established by Licensor (subject to revision at any time).
- (c) The Licensee acknowledges that all right, title and interest in and to the Marks belongs to Licensor. Licensee agrees that it shall not apply for registration or seek to obtain ownership of any of Marks belonging to Licensor in any nation. Further, Licensee agrees that neither now, nor at any time in the future, will Licensee, or Licensee's challenge the Licensor's ownership rights in Licensor's Marks.

2. Term.

- (a) The Initial Term shall commence as of the date of signature and shall continue until either party chooses to end the agreement.

- (b) The term of this agreement automatically renews for successive terms of one year each unless Licensor gives written notice to Licensee not less than 30 days to expiration of the then current term. If the Licensee does not adhere to the Code of Ethics the license may be terminated upon 10 days written notice.
- (c) Upon expiration or termination of this License, Licensee shall immediately discontinue use of the Licensed Marks, and shall destroy all written and electronic advertising containing the Marks.

3. Quality Standards and Approval.

(a) Licensee agrees that the Licensee's personal services shall conform to such standards and specifications as outlined in this agreement. Licensor may change such standards and specifications in writing at any time and will be implemented within 30 days of publishing.

Licensee, and services rendered by Licensee after that date shall conform to such standards and specifications unless otherwise agreed in writing by Licensor.

(b) Licensee agrees to use the Licensed Marks exactly as designated by Licensor.

(c) Licensee shall not alter, modify, dilute or otherwise misuse the Marks or bring them into disrepute, and Licensee shall not add any words, denominations, or other graphic elements or symbols to the Marks.

Licensee's initials next to the appropriate listing of the Marks below shall constitute agreement for the "Licensed Marks."

4. Warranties; Representations of Licensor.

Licensor hereby warrants and represents that:

(a) Licensor will maintain standards of quality which all Licensees of the Marks must adhere to;

and

(b) Licensor has completed all requirements to be a Soul Coaching® Practitioner (See document addendum for details)

(c) Licensor will take reasonable steps to protect the Marks from third party infringements.

5. Warranties; Representations of Licensee.

(a) Licensee agrees to be bound by Quality Standards and Code of Ethics as established by Licensor for all licensees of the Licensed Marks.

(b) Licensee will use Licensed Marks only in an approved manner in all advertising and marketing, and solely in connection with the professional services signifying the Soul Coaching® Practitioner services.

(c) Licensee acknowledges that use of the Licensed Marks is personal and nontransferable.

(d) Licensee acknowledges that the Workshop Materials and manuals provided to Licensee for use in connection with Soul Coaching® Practitioner course are the copyrighted materials of Licensor. No reproduction or use of the Manual or any materials may be made except as is reasonably necessary to conduct authorized Soul Coaching® Practitioner services.

Upon termination of this agreement for copyright or trademark infringement or for violation of Quality Standards or Code of Ethics, Licensee shall promptly return or destroy all copies of Soul Coaching® Practitioner manuals and/or material to Licensor at the Licensor's request.

(e) Licensee agrees to maintain current address, phone, and email information on file with Licensor, and to provide prompt written notice of any change of personal information.

6. Code of Ethics Quality Standards.

Licensee agrees that use of the Licensed Marks is in accordance with the following standards:

(a) Integrity towards clients and peers and the Soul Coaching® Practitioner practice will be maintained at all times;

(b) Maintain an ethical, compassionate and professional relationship with clients and peers.

(c) Licensee will demonstrate the qualities of kindness, absolute support, respect, integrity and authenticity with working with their peers, other Soul Coaching® Practitioners and in the community when representing Soul Coaching.

(d) Licensee will practice the embodiment of Soul Coaching® Practitioner principals of generosity of spirit within the Soul Coaching® Practitioner community and in participation in Soul Coaching® Practitioner events and in all client interactions.

(e) Licensee will adhere to guidelines for conduct and personal marketing using the Marks;

7. Service Quality Standards.

As a condition of the rights licensed in this agreement, Licensee agrees that use of the Licensed Marks will be subject to the following terms and conditions, all which are important and required as a Soul Coaching® Practitioner.

(a) Signing this license indicates acceptance of conducting of all practices outlined in the Soul Coaching® Practitioner Practices manual, as written in conducting Soul Coaching® Services.

(b) Licensee warrants and represents that the Licensor possesses unique information (the "IP") relating to providing Soul Coaching® Services which include:

(1) Methods, processes, formats, specifications, systems, procedures, sales and marketing techniques and knowledge of, and experience in the teaching of Soul Coaching® workshops and certifications, including any and all contents of the Soul Coaching® Practitioners Manual and the Soul Coaching® Practitioners Manual;

(2) Marketing programs. The Licensor's IP shall be disclosed by the Licensor to Licensee through documents, electronic or magnetic means. In view of the foregoing, any unauthorized use by Licensee of the IP provided by the Licensor pursuant to this Agreement, shall be construed as disclosure of the IP of the Licensor and shall, therefore, entitle the Licensor to exercise all of the legal actions derived from any applicable law and/or regulations the Licensor may deem convenient.

(c) Use and Limitation on Use. Licensee acknowledges and agrees she or he will not acquire any interest in the IP, other than the right to utilize disclosed IP in operating the License's business during the term hereof and that use or duplication of any IP in any other business would constitute an unfair method of competition. Licensee further acknowledges and agrees that the IP is proprietary, including trade information of the Licensor and is disclosed to Licensee solely on the condition that Licensee agrees, and Licensee does hereby agree, that Licensee:

- (1) will not use the IP in any other business or capacity;
- (2) will not make unauthorized copies of any portion of the IP disclosed in written or other tangible forms; and
- (3) will adopt and implement all reasonable procedures that Licensor prescribes to prevent unauthorized use or disclosure of the IP.

(d) Licensor's Rights to Soul Coaching® Materials: Licensee acknowledges that the Licensor owns all aspects of Soul Coaching® program, existing now or hereafter developed either by the Licensor or Licensee for use by Soul Coaching practitioners, including but not limited to Soul Coaching® Practitioner manual, Advanced Soul Coaching® materials, Soul Coaching® Practitioner manual materials. Licensee's completing the online Soul Coaching® certification program, who terminate their training prior to completion, or do not complete final payment of fees, are not legally permitted to use any of the Soul Coaching® copyright materials for any reason. Licensee will not copy and use any of this material as their own creative effort. Any materials copied for use with clients shall be indicated as copyright of Soul Coaching® and Denise Linn Seminars.

8. Restrictive Covenants.

(a) While this Agreement is in effect, Licensee and its officers, partners, directors, agents or employees (who have completed the Licensor's Practitioner Training) or had access to the Soul Coaching® Practitioner Practices Manual, including without limitation, the beneficial owners of a 5% or greater interest in Licensee, where the Licensee is a company, shall not, directly or indirectly, engage in or participate, as an owner, officer, partner, director, agent, franchise sales agent, employee or otherwise in any other business which engages in a business of offering certification which is the same or substantially similar to the Soul Coaching® certification program, including, without limitation any in the fields of life coaching or intuitive coaching or training program without having first obtained the Licensor's written consent.

(b) Post-Termination Covenant Not To Compete. Licensee has acquired from the Licensor unique information regarding Licensor's IP which, in the event of a termination of this Agreement, could be used by Licensee to injure the Licensor. As a result, Licensee and its officers, partners, directors, agents or employees who have completed the Licensor's Educator Course(s) or had access to the Soul Coaching® Practitioners Manual, including without limitation, the beneficial owners of 5% or more of the ownership interest in a Licensee which is a company, shall not for a period of two years from the date of termination, transfer, or expiration of this Agreement, or for a period of two years after termination or cessation of such person's relationship with Licensee in such capacity, whichever first occurs, without first having obtained the Licensor's consent, engage in, or participate as, an owner, officer, partner, director, agent or employee in any other business which engages in, or licenses or franchises others to engage in a business training or certifying others in the field of Life Coaching that is substantially similar to Soul Coaching® and its intellectual property, unless such right is granted pursuant to a separate agreement with the Licensor.

9. Intellectual Property. (the "IP")

(a) The Licensor possesses unique information relating to the practice Soul Coaching® Practitioner including: methods, systems, procedures, sales and marketing techniques and knowledge of and experience in the practice of Soul Coaching® Practitioner consultation including but not limited to any and all contents of the Soul Coaching® Practitioner manuals, online materials, downloads, online seminars, conference calls, workbooks, journal.

In accordance with the terms of this agreement Licensee agrees:

- (1) will not use the information (IP) in any other business or capacity;
- (2) will not make unauthorized copies of any portion of the information (IP) in written or other forms; and
- (3) will adopt and implement all reasonable procedures that Licensor prescribes to prevent unauthorized use or disclosure of the information (IP).

(b) Licensor's Rights to New Methods. Licensee acknowledges that the Licensor owns all aspects of Soul Coaching® Practitioner program, existing now or hereafter developed either by the Licensor or Licensee. This includes all concepts, methods of doing business regarding Soul Coaching® Practitioner.

10. Post-Termination Covenant Not To Compete.

Licensee and its officers, partners, directors, agents or employees who have completed Soul Coaching® Practitioner Certification or had access to the Soul Coaching® Practitioner manual, shall not create, teach or advertise a conflicting Life Coaching that is substantially similar to the Soul Coaching® Certification Program and its intellectual property for the period of one year following termination of this contract and will not use material from Soul Coaching® Practitioner course.

11. Indemnification.

Licensee hereby holds Licensor, its successors and assign Denise Linn, Meadow Linn, Denise Linn Seminars Inc., family members and volunteers, the Wisdom Council, individual members of the Wisdom Council, and Hay House Inc. and parent, subsidiary and affiliated companies and their respective officers, employees, partners, joint ventures, and agents harmless from any and all liability, claims, demands, loss and damage (including reasonable attorneys' fees and court costs) arising from any claim, demand or action which is inconsistent with any of the agreements made by Licensee in this Agreement.

12. Dispute Resolution.

Any dispute or difference between the parties arising under, out of or relating to the rights granted under this agreement and any subsequent amendments of this contract shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be at the Licensor's choice. If any such dispute has not been settled within 60 days of the commencement of the mediation, it shall be referred to expert determination in accordance with the WIPO Expert Determination Rules. Alternatively, if, before the 60 days, either party fails to participate in the mediation, the dispute or difference shall, upon the filing of a Request for Expert Determination by the other party, be referred to expert determination in accordance with the WIPO Expert Determination Rules. The determination made by the expert shall be binding upon the parties. The place of arbitration shall be determined by the Licensor.

The dispute or difference referred to arbitration shall be decided in accordance with the laws of

California.

14. Miscellaneous.

(a) This Agreement supersedes any and all prior negotiations, understandings and agreements between the parties hereto with respect to the subject matter hereof.

(b) This Agreement may not be canceled, altered, modified, amended or waived, in whole or in part, in any way, except by an instrument in writing signed by the party sought to be bound.

(c) This Agreement shall be deemed to have been made in the State of California, USA, and its validity, construction and effect shall be governed by the laws of the State of California applicable to agreements wholly performed therein. Any legal proceedings seeking injunctive relief shall be within the exclusive jurisdiction of the state or federal courts of California.

(d) Nothing herein contained shall constitute a partnership between or a joint venture by Licensor and Licensee. Neither party hereto shall hold itself out contrary to the terms of this paragraph, and neither party shall become liable for any obligation, act or omission of the other party contrary to the provisions hereof.

(e) In the event of termination of this agreement, Licensor shall have the right to obtain immediate injunctive relief to enforce the provisions of this agreement following the date of such termination.

Licensee will have no further rights in the Marks and all rights granted by this agreement shall automatically terminate.

(f) Promptly upon Licensor's request, Licensee shall execute and deliver to Licensor all documents deemed necessary or desirable by Licensor to evidence or effectuate the provisions of this Agreement fully.

Addendum: A Note from Denise Linn:

I find legal documents have a language of their own, so I have included an additional section stating your agreement in simple language. Thank you.

I _____ am a person of my word and I promise the following:
(*Print your name above*).

_____ Initials: I have completed all the requirements for becoming a Soul Coaching® Practitioner,

_____ Initials: I will offer a safe space for my Soul Coaching® clients to share information about their home or life and I will not share their personal information with others.

_____ Initials: I will not create my own certification course with the material provided and I will not declare that I am certifying people to become professional Soul Coaching® Practitioners without having the appropriate training and authorized by Denise Linn Seminars.

_____ Initials: I will act with the highest integrity and in an ethical manner with my clients and peers. I will be a model for kindness and absolute support for others in my field. I will respect both clients and peers in all interactions, both public and private, online or in person.

_____ Initials: I am fully responsible for all my own actions regarding my Soul Coaching® clients and students, marketing and business practices, and I will not sue Denise Linn, Denise Linn Seminars, Meadow Linn, The Linn Academy Wisdom Council as a group or individual members or employees thereof.

_____ Initials: I will not give out the Soul Coaching® audio, or the Soul Coaching® Practitioner manual, or the password to the professional Soul Coaching® Practitioner members site. I acknowledge that this information and site is only for members of the Soul Coaching® Practitioner Program.

_____ Initials: I promise to work with my Soul Coaching® students and clients in accordance with the standards taught by Denise Linn.

_____ Initials: I understand Soul Coaching® isn't therapy and I will not do therapy with my Soul Coaching® clients, nor will I represent myself as someone who uses Soul Coaching® for therapy purposes.

_____ Initials: I promise that the Soul Coaching® Practitioner logo will be intact and not changed. I will not register or secure the name Soul Coaching® for any purpose, including a url, a Facebook site, a Pinterest site, etc. I acknowledge that the trademark for this term is owned by Denise Linn Seminars, Inc.

_____ Initials: I promise that the Soul Coaching® name will always be used in its entirety, without the addition of any other words, in the front of, in the middle of, or at the end of it, and it will not be changed or altered in any manner.

_____ Initials: I promise that I will not market or sell any of the Soul Coaching® Practitioner or Practitioner manual, journal, mp3 downloads and videos. I understand they are only to be used only in conjunction with my Soul Coaching® Practitioner or Teacher program and not as separate products for sale.

I have read the entire Soul Coaching® Practitioner licensing agreement and I agree to the conditions.

Signature: _____

Date: _____

Licensee: _____

(Please print your name and information clearly)

Address:

Email: _____

Phone: _____

Printed documents to be signed and mailed to:

Denise Linn Seminars
C/O Inner Harmony
825 Lovers Leap Rd
Leechburg PA 15656