

WellGrounded Institute Women's Wellness Educator Training Program

PROGRAM AGREEMENT

This Program Agreement (the "**Agreement**"), dated as of the last date in the signature block below (the "**Effective Date**"), is by and between Lisa Byrne International, LLC, dba WellGrounded Institute ("**WGI**"), a New Jersey limited liability company ("**Certifier**") and the undersigned Participant ("**Participant**").

The Participant desires to undergo teaching and training in the principles utilized in the Certifier's Replenish 365 curriculum of women's wellness and self-care, as well as additional educator training materials and business support materials (the "**Program**").

Upon completion of all required assessments of the Program, Certifier is agreeable to providing Participant a certification of completion for the Program in accordance with the terms and conditions of the Agreement.

In consideration of the mutual promises and agreements set forth here, the parties agree as follows:

1. PROGRAM

- a. **Materials.** Certifier shall supply Participant with the following Program Materials throughout the course of the Program:
- i. Weekly Learning Modules which include a teaching webinar and/or video and material packet addressing the 6 Pillars of Wellness as outlined by the Replenish 365 Curriculum.
 - ii. Educator Training Manuals addressing 5 core areas of Women's Wellness (Stress Resiliency, Nutrition and Nourishment, Cleansing and Detox, Hormonal Balance, and Life Alignment).
 - iii. Advanced Wellness Training Webinars and associated materials.
 - iv. Advanced Educator Training Webinars and associated materials.
 - v. Business Building Webinars and associated materials.
- b. **Term; Completion Requirements.** The term of the Program shall be 16 months from the Effective Date of the Agreement, or until such time as Participant has completed all Program requirements for certification, whichever is greater. In order to have completed all Program requirements for certification, a Participant must attain satisfactory grade (80% or higher) on examinations for each of the following Program components (a "Passing Program Assessment"):
- i. A Passing Program Assessment for each of the Weekly Learning Modules
 - ii. A Passing Program Assessment for each of the Advanced Wellness Training Webinars
 - iii. A Passing Program Assessment for each of the Advanced Educator Training Webinars

In addition, Participant shall make a Final Project proposal to Certifier and submit satisfactory documentation of completion.

- c. **Payment.** Participant shall pay to Certifier, as consideration for the education under the Program materials, the provision of Program materials themselves, and for the certification provided under this Agreement, the amount of \$3495, less any applicable discount that may be made available to Participant (the "Program Fee"). The Program Fee shall be paid to Certifier via PayPal or credit card by no later than five (5) business days after the full execution of this Agreement.

d. No Refund. In the event of Participant’s absence or withdrawal from the Program, for any reason whatsoever, Participant will remain fully responsible for the full payment of the Program Fee. If payment is not made for any reason, Certifier may terminate access to all Program materials without any prejudice to Certifier’s right to recover the Program Fee in its entirety. Under no circumstance will Certifier refund any payments made by Participant. By signing this Agreement, Participant agrees to be legally obligated to pay the full amount of the Program Fee.

e. Deferment. If Participant notifies the WellGrounded Institute via private email within 3 months of Program start date of the desire to defer enrollment, Participant may forfeit participation (and forfeit access to materials) as part of the current Certification Class session and become enrolled in the next available Certification Class session without any additional charge.

2. CERTIFICATION

a. Written Certification of Completion. Upon completion of the Program, and subject to full payment of the Program Fee, Participant shall receive a written, executed Certificate of Completion of Program (the “Certificate”).

b. Representations to Public; License to Use Materials; Disclaimers

i. Upon issuance of the Certificate, Participant may represent to the public that she or he has been certified for completion of WGL’s Women’s Wellness Educator Training Program that trains women to teach on the principles of women’s well-being, self-care and vitality as part of the Replenish 365 curriculum.

ii. Participant shall also, upon issuance of the Certificate, be licensed and authorized to use the class materials included in each of the 5 Educator Training Manuals. Materials may be used in totality or in part with proper attribution by use of either the following citations: (1) material provided by Lisa Grace Byrne of WellGrounded Life, or (2) material sourced from The WellGrounded Life Women's Wellness Educator Training Program.

iii. However, Participant is not required to use any of Certifier’s materials. If Participant is not using Certifier’s materials, Participant shall not represent that any of Participant’s materials originate from Certifier.

iv. Participant shall not represent herself or himself as being affiliated with, sponsored by or associated with Certifier in any way. This Agreement does not constitute any type of partnership, affiliation, joint venture or principal-agency relationship between Certifier and Participant, and neither party can bind the other with regard to any third-party binding obligations in any manner whatsoever.

v. Other than being authorized to make a claim of certification from Certifier, and the use of materials of Certifier subject to proper attribution to Certifier,

Participant is not authorized to use any of Certifier's Intellectual Property (such as the titles of Certifier's resources, courses or books, either current and past) in any way. Examples of titles that are part of Certifier's Intellectual Property are, but not limited to, WellGrounded, WellGrounded Life, Replenish, Replenish 365, Designed for Wellness, Cleanse Your Life, Harmonize Your Hormones, Teach Your Life to Be Extraordinary, 7 Days to Calm, The Gratitude Cleanse, Soul Care Sessions or The Stress Cure.

vi. Certifier is not licensed or certified as a mental health, health care, nutritional or other professional by any federal, state or local governmental entity. Certifier neither represents nor warrants to any Participant what legal obligations or requirements may need to be satisfied by Participant before Participant begins offering services to the public, and Certifier fully disclaims that the Certificate provided pursuant to the terms of this Agreement will serve to satisfy any such legal obligation or requirement in any way. This Agreement is for a private certification process pursuant to the Program developed by Certifier only, and Participant understands and agrees that the Certificate is not represented as, nor is it intended to, satisfy any potential legal requirement for training or licensure to provide services to the public. Participant agrees to verify on his or her own part any legal requirements that may apply to Participant's provision of services to the public. Certifier represents to each of its own clients that it is not acting in the capacity of a doctor, licensed dietician-nutritionist, massage therapist, psychologist or other licensed or registered professional, and Participant agrees Certifier will not be held liable or responsible in any way for any representation to the contrary, or for any representation of Participant to the contrary either with regard to Certifier or to Participant.

vii. Certifier makes no representation or warranty as to what income, if any, Participant may derive from her or his activities subsequent to receipt of the Certificate pursuant to this Agreement.

3. Participant Obligations

a. Participant shall:

i. reasonably cooperate with Certifier in all matters relating to being educated in the Program and meeting the certification requirements; and

ii. conduct herself or himself in accordance with reasonable standards of decorum, sensitivity and discretion in participating in the Program and in all dealings with anyone within Certifier's community. Participant shall maintain the confidentiality of, and shall not disclose, any information learned from anyone in the Certifier's community. Certifier retains the right to dismiss any Participant for breaches of conduct pursuant to this Section 3.a.ii., without any refund of the Program Fee whatsoever.

iii. Maintain the confidentiality of, and shall not disclose, any of the Program materials until such time as Participant has received Certification and is able to

use Program materials as set forth in this Agreement. Therefore, throughout the Program, Participant will maintain the confidentiality of, and shall not disclose, any of the Program materials until Certifier allows use of those materials for training purposes or at the point of full Certification.

4. Intellectual Property Rights; Ownership

a. Certifier may use certain processes, business methods and/or technical applications in providing education in the Program to Participant. Certifier may also share Program materials and other business materials with Certifier during the Program. Certifier is, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Intellectual Property Rights in all such materials, and this Agreement shall not impose any restriction of any kind on Certifier's use of its own materials.

"Intellectual Property Rights" means all patents, trademarks, service marks, trade dress, trade names, and domain names, together with all of the goodwill associated therewith, all copyrights and copyrightable works, all trade secrets, know-how and other confidential information, and all other intellectual property rights, whether registered or unregistered.

Participant also agrees that Certifier shall retain all rights, including all Intellectual Property Rights, in the Program materials, subject to the limited, revocable license to Participant to use Program materials with proper attribution to Certifier as set forth in Section 3.b.ii.

5. Disclaimer of Warranties; Limitation of Liability; Indemnification

a. Certifier hereby disclaims all warranties, whether express, implied, statutory, or otherwise under this Agreement to the greatest extent permissible by law, including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

b. In no event will Certifier be liable to Participant or to any third party for any loss of revenue or profit or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages. In all instances, Participant shall be limited to, and only allowed to recover for any claimed damages whatsoever, the amount of the Program Fee paid to Certifier.

c. Participant shall defend, indemnify and hold harmless Certifier and its officers, directors, employees, agents, successors and permitted assigns from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding arising out of or resulting from Participant's provision of

services to the public or the breach of any representation, warranty or obligation of Participant set forth in this Agreement.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

6. Miscellaneous

a. This Agreement contemplates a student-teacher relationship between Certifier and Participant, and neither party may transfer her or his rights or obligations to anyone else, as the parties identified in this Agreement will be the only parties undertaking that relationship. This Agreement shall be binding on the parties and their respective successors.

b. This Agreement may only be amended by an agreement in writing signed by each party. No waiver by any party of any of the terms in this Agreement shall be effective unless set forth in writing and signed by the waiving party. Any failure to exercise a right of any kind under this Agreement shall not be construed as a waiver of such right.

c. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

d. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to any choice or conflict of law provision or rule to the contrary. Any dispute arising out of this Agreement or relating to this Agreement will be settled by arbitration before a single arbitrator administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

e. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CERTIFIER

By _____

Name: _____

Title: _____

Date: _____

PARTICIPANT

By _____

Name: _____

Date: _____