



Welcome to the October 2019 Primal Vinyasa™ online teacher training! We are thrilled to have you join us. This document contains the legalities and brass-tacks between you and us regarding the training.

It is said “How you do anything is how you do everything,” and we believe there is merit in this quote. The purpose of this training is to provide clear information that will help you help others, and through this Agreement, we have carefully and intentionally clarified our expectations, how we work and your responsibilities.

You agree to read this Agreement carefully. Your signature, below, indicates you’ve read, understand, and agree to adhere to these terms and conditions. All Participants are required to sign a Participant Agreement prior to training.

Participant Agreement

This Participant Agreement (the “Agreement”) is between Annie Adamson Yoga, LLC, (“Us,” “We” “Our” “Annie”), and each of the participants of the September 6 - October 27 2019 Primal Vinyasa™ online teacher training (“You” each a “Participant”) identified by signature at the end of this Agreement, and commences upon the first date of the training, September 6, 2019 (the “Effective Date”).

1. **TRAINING.** This is a certified training, which includes movement training, Yoga, guidance, counsel, and training on how to effectively utilize the Danda™ and Apex™, general best business practices trainings, and mentorship as You continue to develop your own unique teaching methods and style. You are not receiving training or certification to train or certify others in Primal Vinyasa™, and You specifically agree not to portray to others that You are capable of doing so. All Participants are expected to complete homework assignments, be present and prepared for trainings (eat prior to class, use the restroom, eliminate distractions, etc.) and engage with the trainings with attention and focus. If You need to miss part of a class, please let Us know prior so We can make appropriate arrangements.

You understand that this training is completed in the exchange of Payment (see below); however, the certification is conditioned upon You first: 1. Completing the training in full 2. Completing and submitting for review all required videos/materials; and 3. Receiving final certification, which is exclusively reserved to Our sole discretion. We will, of course, tell you

with specificity the reasons why You are not certified, in that instance, and provide you opportunities to make changes and receive certification.

You also agree to maintain the integrity of the trainings as presented, and not to take pieces in combination with trainings from other teachers until after You've received certification. We wish for you to receive and understand the trainings as a whole, and to practice them during the training through the certification process.

As a participant of this training, You are a member of a select group of individuals. You will be spending a lot of time with Us and with the other Participants, and at times communication may be challenging. We request that You remember to treat everyone in the training, including Us and even yourself, with respect. This means that if You need help, You agree to ask for it from Us. If you have a problem (with Us or with another participant) You agree to communicate directly with Us and allow Us to assist. We will not tolerate talking behind backs, disparaging comments, disrespect of others for any reason (of course including based on race, sexual orientation, gender identity, or any other reason). We accept all of You, and We expect You to do the same of Us and others. However, should You fail to behave with respect and integrity, We will communicate directly with you. In the event You refuse to cease offensive behaviors, We reserve the right to terminate Your training at any time, at Our sole discretion, without refund.

2. CERTIFICATION. You understand that Primal Vinyasa™ Certification requires two full completion of all syllabus materials. You will not receive certification without completing the training in full. Once You complete the training, if You are approved by Us, You will receive what We call "Inspired-Standing" allowing You to refine the practice, teach under that qualification, and deepen Your understanding of the training. The "Inspired-Standing" will be effective for one (1) year from the time You receive it.

Once certified You will be required to annually renew, take occasional additional trainings, and adhere to Our policies, as updated from time to time, which You can find on Our website (www.primalvinyasayoga.com). Once certified, You will receive an official certified logo to place on Your website, discounts on props, re-seller potential for props, and We will also list You in Our local directory as a certified Primal Vinyasa™ Instructor.

Due to the specific nature of the props and trainings, We require all certified instructors to exclusively purchase props for use with Primal Vinyasa™ from Us; failure to do so will amount to a breach of this Agreement.

3. CONFIDENTIALITY. In the course of receiving the training, You acknowledge that You will have access to technical, business, or personal information that is not publicly known, and is confidential and proprietary to Us, other Participants, Our clients, including but not limited to manuals, reports, strategy discussions, plans, lists, compilations, and any other publicly unknown information or trade secret information (the "**Confidential Information**"). You agree

to keep strictly confidential all information obtained during the training of a business nature, and to receive personal consent before sharing publicly sensitive information shared in confidence by another Participant. In contrast, information that is generally known to the public, in Your possession before receiving it from Us, or obtained from a non-restricted source, is *not* confidential and is not subject to these restrictions. You warrant that any information provided to Us as part of the training is not subject to any confidentiality restrictions between You and any other individuals or companies.

4. INTELLECTUAL PROPERTY. You understand and appreciate that Annie has dedicated her career to developing new and inventive ways of enhancing body function, movement and mobility, which is a big reason why You selected this training -- she's an expert in the field of mobility. Annie has developed a significant body of work, including Primal Vinyasa™, Holistic Yoga Therapy™, and all props (such as the Danda™ and Apex™), drills, manuals, trainings, videos, images, trademarks, logos, copyrights, and recordings that go along with them (her "Intellectual Property"). All Intellectual Property exclusively belongs to Us, and You are not permitted to re-use, replicate, reproduce, modify, display, or create a derivative work, unless subject to a license or We otherwise explicitly grant You permission in a writing signed by Us, such as the case with certifications.

When utilizing photos and videos created for this training, We ask that you link back to this program, see links, below, and credit Us with the work. We have invested great amounts of time, energy, and finances into Our Intellectual Property because We believe it is incredibly effective in helping others live a healthy life, full of healthy movement. Annie has meticulously designed these trainings, and agreed to deliver them to You. You hereby agree to limit any audio or video recordings of the trainings to personal, educational use only. No public displays or commercial endeavors are permitted without prior written consent from Us.

5. PAYMENT. Payment in the amount of One Thousand Six Hundred US Dollars (US\$ 1,600) (the "Training Cost"), or early bird One Thousand Eight Hundred US Dollars (US \$1,300) shall be received prior to your participation in the training. As of September 6, 2019, no refunds will be granted, unless We are able to fill Your position with another potential participant. If You cancel as of September 6, 2019, and We are able to find a suitable replacement, then We will refund your Training Costs, less Five Hundred US Dollars (US\$500), in administrative fees.

6. OTHER LEGAL TERMS. Severability. In the event any term, condition, or provision of this Agreement is deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions, and provisions shall remain valid and enforceable. Waiver. If either Party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. Governing Law. This Agreement is to be construed pursuant to the current laws of The State of Oregon. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Oregon, in the County of Multnomah. Entire Agreement. This Agreement shall supersede any and all other agreements, written or oral. It is

agreed there are no other assurances or conditions in any other instrument between the Parties. This Agreement may only be modified by a subsequent written agreement signed by both Parties.

You acknowledge Your understanding to the terms of this Agreement, and You hereby agree to adhere to these terms as a condition of Your participation in the training, and receipt of certification.

Printed Name, Participant

Signature