

STAR HEALING INTERGALACTIC ENERGY™
COURSE AGREEMENT

You and Healing Enterprises, LLC (“We/Us/Our”) enter into this Course Agreement (“Agreement”) which is governed by the following terms and conditions:

1. Definitions. The term “Licensed Materials” shall mean Star Healing Intergalactic Energy™ Course Guide, course assignments, course lessons and a course exam. The term “Licensed Program” shall mean collectively the Training Program and the Licensed Materials. The Term “Training Program” shall mean tutorship as determined by Kelly Hampton to be necessary. The Term “Trademark” shall mean Star Healing Intergalactic Energy™ and Journey Star Healing Intergalactic Energy™ and any and all trademarks, services marks, logos, trade names and other proprietary designations used by you or Us with respect to the Licensed Program either now or in the future with respect to the Field of Use (as defined below).

2. Grant of Rights. Subject to the terms and conditions described herein, We hereby grant and transfer to you the non-exclusive right to use the Licensed Program and the Trademarks for the sole purpose of conducting Star Healing Intergalactic Energy™ sessions (“Field of Use”) and for no other purposes. All rights, including copyright rights, not specifically mentioned herein, are reserved and granted to Us. You may not use the Licensed Program for the purposes of teaching practitioners how to conduct Star Healing Intergalactic Energy™ sessions (“Prohibited Purpose”). No part of the Licensed Material may be reproduced, shared, or transmitted in any form or by means without the prior written consent of Us.

3. Provision of the Licensed Program and Revocation of the Licensed Program. We will provide the Licensed Program to you upon execution of this Agreement and your payment in full in USD. This fee is non-refundable. Payment may be made in cash, check, credit card, or via PayPal. Other terms may be available. You will receive a certificate of completion for the Program once you have completed all of the requirements to the satisfactions of Us. Payment is earned in full when you receive the Course Guide. Your license to use the Trademark “Star Healing Intergalactic Energy™,” and our Licensed Materials continues so long as you do not engage in the Prohibited Purpose or improperly disclose or use such information (“Default”).

4. Intellectual Property Protection. The Licensed Program and any and all themes, slogans, and other like materials developed by or on behalf of you in connection with the Licensed Program, including but not limited to ideas, concepts, designs, artwork, logos, graphics, text, website pages, materials and formats, in whatever state of completion, and all revisions, alterations, variations, improvements, enhancements or derivative works there from (collectively, the “Works”) and all copyright, trademarks and other intellectual property rights arising from or attaching to such Works (the “IP Rights”) are “Works-made-for-Hire” for Us and We are deemed the author thereof. To the extent any Work may for any reason not be deemed a Work-made-for-Hire, you do hereby irrevocably convey, grant, transfer and assign to Us or our affiliate(s) all right, title and interest which You may have now or in the future acquire in and to such Works and all related IP Rights. All Works and all IP Rights will be Our sole and exclusive property, in perpetuity, throughout the universe, in all media now known or hereafter developed, together with all licenses, rights of every kind and nature, privileges, ancillary rights, copyrights and rights to renew and extend copyrights in and to any or all of the Works. You understand and agree that any attribution to you with respect to the Works will be at Our sole and absolute discretion. You for yourself and on behalf of your employees or workers, hereby waive any claim which any such party may have now or hereinafter have in any jurisdiction to “moral rights” or rights of “droit moral” with respect to the Works and IP Rights. You agree to execute and to cause your employees to execute such documents as We may reasonably request to effectuate Our IP Rights both during the term

of this Agreement and afterwards. You agree to provide and/or return to Us all documentation in whatever form related to the Works upon Our request.

5. Refunds and Cancellations. There are no refunds once any online or live training courses are purchased.

6. First Year Recertification Fee. By the first or one year anniversary of your certification you must pay a \$75.00 USD and/or equivalent currency of \$75.00 USD recertification fee and provide proof of a minimum of 8 clients being served during your first year period by submitting 8 of your client intake forms. A copy of your client intake forms or testimonials from a minimum of 8 clients is required as proof to help ensure the integrity of this healing modality. In addition, each practitioner will be asked to submit a self-respective journal about what they have learned in their year of study. This, too, should be submitted to Kelly via email or snail mail. The annual recertification fee is subject to change at our sole discretion. Failure to pay the first time annual recertification fee or provide the requisite proof of clients shall constitute a Default.

7. Client Intake Forms. By the anniversary of your certification each year, you shall provide Us with a min. of 8 Client Intake Form that you have received from your clients for that previous year. This will allow Us to understand how quickly this new healing modality has been disseminated.

8. Confidentiality. You agree that you will treat as confidential all information which may be disclosed to you by Us regarding the Licensed Program except your use in the Field of Use. You agree to use your best efforts not to disclose such confidential information to third parties, and agree to make no use thereof except as necessary for the proper practice of such healing modality and the marketing of such services in the Field of Use.

9. Practice of Medicine. You acknowledge that the Licensed Program is provided to you by Us or any of Our employees, managers, or agents, is for informational purposes only. Healing Enterprises, LLC and its practitioners, including Kelly Hampton, are neither licensed physicians nor practicing medicine, prescribing medication, performing surgery, or engaging in any other treatment or activity that requires a professional medical license. The methods taught are not intended to diagnose, treat, cure or prevent any illness, disability, or affliction, whether physical or mental. Star Healing Intergalactic Energy™ is a modality which does not require physical contact and, therefore, typically does not require a license to facilitate as a certified practitioner. However, you must confirm whether a professional license is required in your specific state, territory, possession, country, and/or other jurisdiction.

10. Indemnification. You hereby agree to indemnify and hold Healing Enterprises, LLC and its employees, members, managers, and agents (collectively, "Healing Enterprises Parties") harmless from and against any and all losses, liabilities, claims, obligations, deficiencies, demands, judgments, damages, interest, fines, penalties, claims, suits, actions, causes of action, assessments, awards, costs and expenses (including costs of investigation and defense and attorneys' and other professionals' fees), or any diminution in value, whether or not involving a third party claim (collectively, "Losses"), in connection with your use of the Licensed Program, any of your actions relating to your practice of Star Healing Intergalactic Energy™ (including any actions taken during consultations with clients using such modality), or any Losses caused by your negligence or willful misconduct relating to Star Healing Intergalactic Energy™.

11. Disclaimer of Warranties. THE COURSE MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

12. Limitation of Liability. The aggregate liability of all the Healing Enterprises Parties for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorneys' fees) arising out of this Agreement or the Licensed Program from any cause or causes shall be limited to the amounts paid by you to Us. In no event shall any of the Healing Enterprises Parties be liable for incidental, indirect, special, punitive or consequential damages, even if they have been advised of or should have foreseen, the possibility of such damages.

13. Termination. We may terminate this Agreement, and the licenses provided hereunder, upon ten (10) days' written notice if there is a default on your behalf under this Agreement, including a Default under Sections 3 or 6. Upon such termination, you shall return all Licensed Materials and all of your Client Intake Forms, and you shall not retain any copies of such materials. Sections 4, 7, 8, 9, 10, 11 and 12 shall remain in effect, and We and you shall be bound by such terms and conditions.

14. General. The relationship between you and Us shall be that of an independent contractor. The Star Healing Intergalactic Energy™ Course Guide is incorporated into this Agreement as if it was fully set forth herein. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect thereto. In the event any provision or any portion thereof is found to be invalid, illegal, or unenforceable, the remaining portions of the Agreement shall remain valid and binding upon the parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri, United States of America without reference to its conflict of laws principles. Any litigation involving or relating to this Agreement shall be filed in the Circuit Court of St. Louis County or the U.S. District Court for the Eastern District of Missouri, and both Parties submit to the jurisdiction of these courts and waive any objection based on inconvenient forum. This Agreement may be executed in any number of separate counterparts, each of which is deemed to be an original, but all of which shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors, and assigns. No waiver by a party of any breach of this Agreement shall be deemed to be a waiver of any other breach of any kind or nature and no acceptance of payment or performance by party after any such breach shall be deemed to be a waiver of any breach of this Agreement. You agree not to share any of the training materials from this course in any fashion and are prohibited from teaching or training this system to others without enrollment and completion of the course to do so. Failure to do so will result in a penalty.

I have read and agree to the above terms and conditions of this Course Agreement.

Signature of Student: _____ Certification Date: _____

Printed Name of Student: _____

Email: _____

Address: _____

Payment Method: Cash _____ Check _____ Credit Card _____

Signature of Healing Enterprises, LLC Representative: _____