

AGREEMENT

SEDONA METHOD CERTIFIED COACH

This agreement ("Agreement") dated this ____ day of _____, 2009, by and between Sedona Training Associates, LLC, located at 60 Tortilla Drive, Sedona, Arizona 86336 ("Company") and Certified Coach Program candidate _____, ("Certified Coach") throughout the duration of The Sedona Method Certified Coach Program ("Program") and once he/she has received certification for the Program. A candidate must successfully complete the Program and be awarded certification before he/she is considered a Sedona Method Certified Coach.

Recitals

A. Company has certain rights to the teachings and courses known as The Sedona Method®, Holistic Releasing, The 5th Way, and other audio, video and written materials related thereto (collectively, "The Sedona Method"), including the right to train and certify professionals in The Sedona Method.

B. Company desires to educate and support professionals in assisting his/her clients, associates, and friends through the use of The Sedona Method.

C. Certified Coach is either (1) a professional who desires to assist his/her clients on a one-on-one basis through the teachings of The Sedona Method or (2) a layperson who desires to assist his/her friends, family and co-workers on a one-on-one basis through the teachings of The Sedona Method.

Agreement

NOW, THEREFORE, in consideration of the recitals, the mutual covenants set forth in this Agreement, for the payment of the tuition as set by the Company, and for other good and valuable consideration, the parties agree as follows:

Effective Date. This Agreement shall become effective as soon as it has been executed by both parties.

The Sedona Method Certified Coach Program. Company shall provide Certified Coach with a course of instruction with respect to the basics of utilizing The Sedona Method in one-on-one sessions with individuals or in informal small groups ("Certified Coach Program").

Certification. Upon successful completion of the course and payment of all applicable fees, Certified Coach shall obtain written certification from the Company. Certification shall permit Certified Coach to

use The Sedona Method with clients, associates and friends and inform others that Certified Coach is "Sedona Method Certified Coach," and may use the Sedona Method Certified Coach logo supplied by Sedona Training Associates on printed materials and on the web.

Ongoing Requirements. Certified Coach shall be required to fulfill the ongoing requirements set forth by the Company by attending a minimum of one Seven- or Nine-Day Retreat per year. Ongoing requirements may be modified at the sole discretion of the Company at any time.

Acknowledgement and Agreement. Certified Coach acknowledges and agrees to the following:

Participation in The Sedona Method Certified Coach Program shall not guarantee automatic selection for any future training program;

Certified Coach shall not initiate their own seminars in The Sedona Method, nor shall they teach or instruct The Sedona Method, nor shall they create any derivative works of The Sedona Method, unless previously authorized in writing by the Company to specifically do any or all of these things;

Certified Coach shall abide by the covenants set forth in the following documents: The Sedona Method Discount Sales and Referral Fees Policy, Addendum A; The Sedona Method Certified Coach Standard of Conduct, Addendum B; Sedona Training Associates' Copyright, Trademark, and Website Policies, Addendum C; and The Sedona Method Certified Coach Product Sales Policies, Addendum D. Failure to abide by the policies set forth in these addenda shall constitute a material breach of this Agreement.

Certification shall not allow Coach to use or refer to The Sedona Method trademark for any purpose, except as allowed in the Addendum C; and

Company shall have no responsibility for Certified Coach's use or misuse of the skills or materials obtained from the Certified Coach Program, and Certified Coach agrees that he/she will be solely liable for any claims, losses, damages, liabilities, and costs and expenses, including reasonable attorneys' fees which result from Certified Coach's use or misuse of skills or materials obtained from the Certified Coach Program.

Company may provide confidential materials to supplement The Sedona Method book ("Materials"). Certified Coach agrees to keep any such Materials confidential and to not reproduce or publish any Materials unless expressly permitted in writing by

Company. Coach shall promptly return all Materials to Company upon request of Company.

Medical Disclaimer. Certified Coach understands that Sedona Training Associates does not make any medical claims for this training or for any of the materials presented. Furthermore, Certified Coach agrees that he/she will not treat, diagnose, cure or provide advice regarding any physical or mental condition to his/her clients, nor provide therapy or counseling of any kind except in the case that Certified Coach is a licensed professional therapist or medical professional.

Product Discounts and Referral Fees. Upon Certification, Coach shall have the opportunity to purchase products and services from the Company at a discount and receive certain fees for referring individuals to the Company, as set forth in Addendum A, which may be amended from time to time by the Company in its sole and absolute discretion.

Indemnification. Certified Coach agrees to indemnify, defend and save and hold Company and its members and agents harmless from and against any and all claims, losses, damages, liabilities, and costs and expenses, including reasonable attorneys' fees which result from, arise out of, or in connection with this Agreement or any rights or obligations created in this Agreement. This includes but is not limited to (1) any breach or failure of Certified Coach to fully comply with the terms of this Agreement, or any representations, or warranties under this Agreement, the inaccuracy of same, or in Certified Coach's performance of same; (2) any use or misuse by Certified Coach of the Materials or skills obtained from the Certified Coach Program; and (3) any claims arising out of any materials or services developed or offered by Certified Coach in connection with this Agreement or related to The Sedona Method, and any advertising and/or marketing of the same.

Limitation of Liability; Disclaimer of Warranties. Company, and all of its owners, members, employees and agents, shall have no liability or responsibility to Certified Coach or any of Certified Coach's agents, or any other entities, with respect to any liability, loss or damage caused or alleged to be caused in connection with this Agreement or any rights or obligations created directly or indirectly by this Agreement. Company also disclaims all representations and warranties, express or implied, including but not limited to warranties of non-infringement, and any implied warranty of merchantability or fitness for a particular purpose and any other warranty arising from a course of dealing, usage, or trade practice.

Survival of Obligations After Termination. The terms of this Agreement regarding confidentiality and unauthorized teaching or use of The Sedona Method shall survive any termination of this Agreement.

Relationship. Nothing herein contained shall be construed to regard the parties as being partners or joint venturers, or to constitute the arrangement herein provided for as a partnership or joint venture. Neither party shall have the right to obligate or bind the other in any manner. Throughout the course of the program and once certified, Certified Coach shall in no way be affiliated with Sedona Training Associates.

Termination. The Company reserves the right to revoke, suspend, or terminate the Certified Coach's right to use the body of knowledge known as The Sedona Method, Holistic Releasing and The 5th Way in their coaching practice for any purpose within the sole discretion of the Company.

Injunctive Relief. Certified Coach agrees that it would be difficult to measure the damage to Company from any breach by Certified Coach of the covenants set forth herein, that injury to Company from any such breach would be impossible to calculate, and that money damages would therefore be an inadequate remedy for any such breach. Accordingly, Certified Coach agrees that if Certified Coach should violate any term of this Agreement, Company shall be entitled, in addition to and without limitation of all other remedies it may have, to immediate injunctions or other appropriate orders to restrain any such breach without showing or proving any actual damage to Company.

Successors and Assigns. This Agreement shall inure to the benefit of the successors and assigns of Company and shall be binding upon Certified Coach's representatives and agents. This Agreement is personal to Certified Coach; Certified Coach shall not assign any of the rights granted herein, nor delegate any of the duties created under this Agreement.

Waiver; Modification of Terms; Entire Agreement. Except as expressly provided herein, this Agreement shall be without waiver of any rights of the parties. None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. This Agreement represents the entire understanding of the parties and supersedes any other agreement regarding the same subject matter. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, and the parties acknowledge and agree that they are not relying on any representation or warranty not expressly made in this Agreement. The failure of either party to enforce, or the delay in

enforcing, any of its rights under this Agreement shall not be deemed a continuing waiver or modification thereof and either may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any and all of such rights. No waiver of any breach of this Agreement shall be deemed a waiver of the entire Agreement or of any additional or subsequent breach of this Agreement.

Governing Law; Jurisdiction; Attorneys' Fees. This Agreement is governed by the laws of the United States and Arizona. The parties specifically agree that, regardless of where any breach occurs, and regardless of the citizenship, nationality or residence of any party, whether in the United States or abroad, that jurisdiction over any dispute arising under this Agreement shall be exclusively with the courts situated within the State of Arizona. In the event of any dispute, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs.

Judicial Modification of Agreement. If any provision hereof is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator making such determination shall modify such provision to the minimum extent necessary so as to make it enforceable and valid; but if this cannot be done, then the provision shall be severed and the remaining Agreement shall be interpreted and read to give it maximum enforceability.

Company reserves the right to change the terms and conditions of this Agreement at any time, and Certified Coach agrees to abide by the most recent version of this Agreement and its addenda.

IN WITNESS THEREOF, the parties have entered into this Agreement as of the date noted above.

COMPANY:

Sedona Training Associates, LLC

By: _____

Its: _____

Date: _____

CERTIFIED COACH:

Signature: _____

Printed Name: _____

Date: _____

Address: _____

Email: _____

Initial: _____

ADDENDUM A

The Sedona Method Coach Discount Sales and Referral Fees Policy

Discount Products. Certified Coach shall have the opportunity to purchase all Company products at a 40% discount if drop shipped or at a 50% discount if purchased and directly shipped to Certified Coach in advance. The use of a Drop Ship Product Order Form or a Direct Ship Product Order Form will be required for all transactions.

Discounted Seminars. Certified Coach shall have the opportunity to purchase a ticket for any seminar put on directly by Sedona Training Associates for 25% off the retail price.

Referral Fees. For each individual referred to the Company by a Certified Coach who successfully completes an authorized course of the Company taught by Hale Dwoskin and who makes payment in full for the course to Sedona Training Associates, the Certified Coach shall receive, at the sole discretion of the Company, either (i) a cash commission in the amount of 15% of any tuition amount collected by the Company; or (ii) a class credit towards any current or future Company class instructed by Hale Dwoskin in the amount of 20% of any tuition amount collected by the Company ("Referral Fees").

A Coach may earn Referral Fees for an individual's initial course registration with the Company. A Coach will not earn Referral Fees for any subsequently registered classes by an individual that has been previously referred. Referral fees are not transferable to another person. Transferred tickets are not eligible for referral fees.

All Referral Fees shall accrue monthly and shall be paid quarterly if such Referral Fees equal or exceed \$250.00. A completed Coach Referral Fee Request Form will be required for all transactions within 30 days of the class date.

The opportunities outlined in the sections above are subject to change or cancellation at any time at the sole discretion of the Company.

ADDENDUM B

SEDONA METHOD CERTIFIED COACH STANDARD OF CONDUCT

As a Sedona Method Certified Coach candidate and a Sedona Method Certified Coach, I agree to uphold a standard of conduct that reflects well upon Sedona Training Associates ("STA"), The Sedona Method ("TSM"), and the Certified Coach designation, including the following:

- I will treat my fellow candidates, coaches, instructors, STA staff members, clients and practice partners with respect and courtesy.
- I will discourage transference with my coaching clients by becoming as transparent as possible.
- I will not utilize the Sedona Method Help Line, releasing partner exercises or any coaching sessions to sexually harass another person, solicit a date, or in any way violate the trust and safety of the individual(s) I am coaching.
- I will refrain from comments that reflect poorly on STA, The Sedona Method or any of its techniques.
- I choose to be an example of TSM in action by releasing my own emotions that arise as I am engaged in the program and, to the best of my ability, in my life.
- I will comply with STA's Discount Sales and Referral Fees Policy; STA's Copyright, Trademark, and Website Policies; and STA's Certified Coach Product Sales Policies.
- I will report my progress and give feedback to others honestly and with compassion.
- I recognize that my success in this program is my own responsibility, demonstrated by timely and successful completion and reporting of all assignments and requirements. And I understand that repeated requests for extensions and/or failure to fulfill expressly stated policies and requirements in the Sedona Method Certified Coach Agreement or any of its addenda may result in my disqualification as a Certified Coach candidate, within STA's sole discretion.
- I confirm that Sedona Training Associates does not make any medical claims for its techniques and as a Sedona Method Certified Coach, I will not make any medical claims for TSM or my coaching practice. I also agree not to treat, diagnose, cure or provide advice regarding any physical or mental condition or provide therapy or counseling of any kind unless I am a professional licensed to do so. I will recommend that any coaching client consult with a licensed professional medical practitioner should that client bring any medical issue to my attention.
- I will refer any individual who makes any inference of harming themselves, subtle or overt, to medical assistance or mental health assistance and, if appropriate, to a suicide hotline or another resource specifically geared to helping such individuals.

The material in this Standard of Conduct is subject to change at any time at the sole discretion of the Company.

ADDENDUM C

SEDONA TRAINING ASSOCIATES' COPYRIGHT, TRADEMARK, AND WEBSITE POLICIES

I. COPYRIGHT POLICY

- A. All Sedona Method® ("SM") materials and presentations, in any format (whether written, electronic, audio, or video) ("SM Materials"), are protected by copyright, and may not be reproduced, copied, or otherwise duplicated, distributed, or presented without the express written authorization of Sedona Training Associates, LLC ("STA").
- B. No Licensed Instructor, Certified Coach, or any participant in any SM program or attendee of any SM class shall create or assist in creating any written or electronic materials (including but not limited to books, e-books, papers, reports, articles, blogs, presentations, and any audio or video works) that incorporate, summarize, or otherwise use any SM materials or techniques ("SM Derivative Works") without first obtaining express written permission from STA.
- C. Contact Holly Reeves, General Manager, at Holly@sedona.com to obtain written permission for use of SM Materials or creation of SM Derivative Works.
- D. Any such use of SM Materials or creation of SM Derivative Works following written permission must be accompanied by an appropriate notice stating that (1) STA owns the copyright in original SM materials; (2) use of SM Materials is by permission of STA; and (3) further information about SM may be obtained by visiting www.Sedona.com.
- E. Any summary or synopsis of SM or SM Materials by any author must be accompanied by an explanation that such summary or synopsis is based on the author's own understanding of SM and is not endorsed by STA.
- F. The translation of written, audio or video materials published by Sedona Training Associates and Sedona Press into other languages must be approved in advance in writing on a case by case basis. Contact HarperCollins UK, carole.tonkinson@harpercollins.uk, for inquiries about *The Sedona Method* book by Hale Dwoskin. Contact Holly Reeves at holly@sedona.com for all other materials. Currently The Sedona Method book is available in English, a UK version, Spanish, German, Japanese, Dutch, Slavic, Turkish, and Russian. The Sedona Method Audio Course is available in English.

II. TRADEMARK POLICY

- A. Sedona Method® is a registered trademark of STA and may not be used or referenced in any commercial manner without the express written permission of STA.
- B. No Licensed Instructor, Certified Coach, or any participant in any SM program or attendee of any SM class shall use or reference the Sedona Method as a name or trademark in the manufacturing, marketing, or sale of any product or service without express written authorization from STA.
- C. Any written or electronic materials that mention the Sedona Method must include a registered trademark symbol after the first mention of the Sedona Method, e.g. The Sedona Method®.

D. Any use of the STA stylized logo is expressly prohibited.

III. WEBSITE POLICY

- A. Use or mention of SM or any SM Materials on any website must comply with the above Copyright and Trademark Policies, including authorization for use or posting of any copyrighted SM Material or the Sedona Method trademark®.
- B. All web content using SM Materials or SM Derivative Works must be approved by Holly Reeves, Holly@sedona.com prior to posting/publication of such content. Images of products must be requested from Miranda Foreman, Web Technician, at Miranda@sedona.com.
- C. No Licensed Instructor, Certified Coach, or any participant in any SM program or attendee of any SM class shall create or post any content for any website that makes a use of or incorporates SM Materials unless such content is materially different overall from the SM Materials, with the addition of substantial new and original expression and text, prior to posting or publication on any website.
- D. Any use or mention of SM or SM Materials must include a link to www.Sedona.com.
- E. Use of links to SM videos found at www.Sedona.com is permissible.
- F. Limited use of photos of Hale Dwoskin and Lester Levenson is permissible upon prior written authorization from STA. Please contact Miranda@sedona.com.

The material in this Copyright, Trademark, and Website Policies document is subject to change at any time at the sole discretion of the Company.

ADDENDUM D

SEDONA METHOD CERTIFIED COACH PRODUCT SALES POLICIES

RESALE

Certified Coaches may purchase products from STA for resale. Certified Coaches may resell product to friends, family, clients, participants in Introductory Sedona Method presentations and support groups and for their own personal use. A Certified Coach may determine his/her own pricing, with the noted exception of online pricing (see Online Pricing) and is responsible for paying all appropriate taxes on the resale of product.

WHOLESALE PRICING

Certified Coaches and Licensed Instructors, as well as individuals who have completed One-on-One Coach Training classes, are entitled to STA's wholesale pricing provided that the Certified Coach candidate or Certified Coach submit a Coach Order Form. Product shipped to coach's home address will receive a 50% discount off of the retail price when using the Coach Direct Ship Order Form. Product shipped to any other address will receive a 40% discount off of the retail price.

ONLINE PRICING

Product sold online may be sold at retail price or at the same discount sold by STA to consumers other than Certified Coaches or Licensed Instructors, but Certified Coaches may not set prices lower than STA's lowest online price. Additionally, a Certified Coach may opt to become a Commission Junction affiliate and receive 15% of Sedona Method Audio Course sales referred to www.Sedona.com by placing links and/or banners on their site that link to the site. Sales are tracked and paid by Commission Junction.

ONLINE AUCTIONS

Certified Coaches and Licensed Instructors are not permitted to resell new product, illegal copies of product or seminar tickets on online auction sites such as eBay.com and Amazon.com or on the Releasing Community site. All such items will be removed by STA. Personal used copies of original materials may be resold on such sites as desired.

INTRODUCTORY CD AND DVD

Certified Coaches may purchase Introductory CD and DVD packets with or without an encoded affiliate number. These intro packets can be handed out at events or mailed out to inquirers and used to promote the Certified Coach's business. If Certified Coach opts to have the packets coded, he/she will receive an \$85 commission on audio courses that are purchased when the customer uses the Certified Coach's ordering/affiliate code to receive their own discount on the course. Please allow a minimum of two weeks notice when ordering intro packets for an event. Contact Corinne@sedona.com for coded packets or Wendy@sedona.com for packets without affiliate coding.

The material in this Product and Sales Policies document is subject to change at any time at the sole discretion of the Company.