

1. **Obligations and Representations.** I understand that as a graduate of the Emotions Mentor® Coaching Certification Course, I am responsible for my own coaching business and am only allowed to use the Emotions Mentor® LLC brand as follows:

- I am responsible for my own business and as a graduate of the Emotions Mentor® Coaching Certification Course, I am only allowed to use the name Emotions Mentor® LLC as a certification to describe what I have learned (this opportunity is only allowed as I abide by the agreement of the terms and conditions of this agreement) and as I develop a coaching business, Emotions Mentor® LLC is not responsible for any aspect of my business, the concepts I teach, the methods I use, the financial responsibilities I incur, and any other aspect of my business.

- I will comply with all country, federal, state, county, and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation and I understand that this is my full responsibility.

- I will perform my obligations using the Emotions Mentor® LLC brand with honesty and integrity and I understand that I am fully responsible for all aspects of my business.

2. **Presenting Emotions Mentor® LLC.** I agree to present the Emotions Mentor® LLC brand with integrity, including being honest in all business dealings, running a moral business and refraining from the use of profanity, rude, lude or inappropriate language online, in person, or in public settings where the Emotions Mentor™ LLC brand is being represented.

3. **Independent Contractor Status.** I agree that as I use the Emotions Mentor® LLC brand, I am an independent contractor and not an employee, agent, partner, legal representative or franchisee of Emotions Mentor® LLC. I am not authorized to and will not incur any debt, expense, or obligation, or open any checking account on behalf of, for, or in the name of Emotions Mentor® LLC. I understand that I shall control the manner and means by which I operate my coaching business, and if I plan to use the Emotions Mentor® LLC brand in my business, I am subject to my compliance with this Emotions Mentor® LLC Policy. I agree that I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. **I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF EMOTIONS MENTOR® FOR FEDERAL OR STATE TAX PURPOSES.**

4. **Taxes and Withholding.** I acknowledge and agree that Emotions Mentor® LLC is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection and remittance agreements between Emotions Mentor® LLC, all appropriate taxing jurisdictions, and all related rules and procedures.

5. **Emotions Mentor® LLC Policies.** I have carefully read and agreed to comply with the Emotions Mentor® LLC Waiver and Release and Liability Form which is incorporated into the Emotions Mentor® LLC course and this becomes part of this Contract. I understand that I must be in good standing and not in violation of any of the terms of any Emotions Mentor® LLC contract. I understand that the Contract, including this Emotions Mentor® LLC Policy, may be amended at any time at the sole discretion of Emotions Mentor® LLC, and I agree that upon 30 days notice, any such amendment will apply to me. Notification of amendments will be published in official Emotions Mentor® LLC materials including Emotions Mentor® LLC official website. The continuation of my Emotions Mentor® coaching business shall constitute my acceptance of any and all amendments to the Contract.

6. **Term and Termination.** The term of this Contract is one year from the date it is submitted to Emotions Mentor® LLC. This Contract may be renewed each year for an additional one-year term. Emotions Mentor® LLC is not obligated to renew this Contract and may, in its sole discretion, reject any application for renewal. Unless you notify Emotions Mentor® LLC of your intent not to renew, Emotions Mentor® LLC notifies you of its intent not to renew, or unless the Contract is terminated by Emotions Mentor® LLC, the Contract may be renewed each year on its annual anniversary date. If my Contract is canceled or terminated for any reason, I understand and agree that I will permanently lose all rights to use the Emotions Mentor® LLC brand and I shall not be eligible to promote myself as an affiliate of Emotions Mentor®. In the event of cancellation, termination, or nonrenewal, I agree to forfeit and waive all rights I have. If my Contract is not renewed, or if it is cancelled or terminated for any reason, I agree to immediately discontinue use of any and all Emotions Mentor® LLC trademarks, service marks, and copyrighted materials.

7. **Breach of the Agreement.** I understand that if I fail to comply with the terms of my Contract, Emotions Mentor® LLC may, in its sole discretion, impose upon me disciplinary action as set forth in the Emotions Mentor® LLC Policy and limit or prohibit my ability to represent myself as an affiliate of Emotions Mentor® LLC. If I am in breach, default, or violation of the Contract at termination, I shall not be entitled to continue representing the Emotions Mentor® LLC brand. If I am indebted to Emotions Mentor® LLC for any reason, I understand I can not represent the Emotions Mentor® LLC brand in any way.

8. **Limitation of Liability and Indemnification.** Emotions Mentor® LLC, its members, managers, directors, officers, shareholders, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. I release and agree to indemnify Emotions Mentor® LLC and its affiliates from any and all liability, damages, fines, penalties, or other awards or settlements arising from, or relating to my actions in the promotion or operation of my Emotions Mentor® LLC independent business and any activities related to it (for example, but not limited to, the presentation of Emotions Mentor® LLC products, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorized claims, the failure to comply with any applicable federal, state, or municipal law or regulation, etc.).

9. **Entire Agreement.** The Emotions Mentor® LLC Policy, in their current forms and as amended by Emotions Mentor® LLC in its discretion, together constitute the entire agreement and Contract between Emotions Mentor® LLC and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement and Contract are of no force or effect.

10. **Waiver and Severability.** Any waiver by Emotions Mentor® LLC of any breach of the Contract must be in writing and signed by an authorized officer of Emotions Mentor® LLC. Waiver by Emotions Mentor® LLC of any breach of my Contract by me shall not operate or be construed as a waiver of any subsequent breach. If any provision of the Contract is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Contract will remain in full force and effect.

11. **Survival.** The Emotions Mentor® LLC Agreement, as well as Limitation of Liability, Dispute Resolution, and covenants to protect Emotions Mentor® LLC trade secrets, confidential information, intellectual property, and other proprietary materials, as set forth more fully in the Policy Manual, shall survive the termination of the Contract.

12. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of or relating to the Contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solutions within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences, except as provided herein, shall be settled by arbitration in accordance with the provisions of Commercial Arbitration Rules. The parties agree that any claims submitted to arbitration will be submitted in the party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. This agreement to arbitrate shall survive any termination or expiration of the Contract.

13. **Governing Law.** To the fullest extent allowed by law, all actions arising out of or relating to the Contract will be governed by the laws of the State of Virginia without giving effect to the principles of conflict of laws. I agree that, notwithstanding any statute of limitation to the contrary, any claim or action I may wish to bring against Emotions Mentor® LLC for any act or omission arising out of or relating to the Contract must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim or cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against Emotions Mentor® LLC for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.

14. **Use of Name and Image.** I authorize Emotions Mentor® LLC to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.

15. **Electronic Communication.** I authorize Emotions Mentor® LLC, its affiliates and independent contractors to communicate with me through electronic mail at the email address provided in the course enrollment. I understand that such email may include offers or solicitations for the sale and purchase of Emotions Mentor® LLC products, sales aids, or services.

16. **Counterparts.** Emailed copies of this Terms & Conditions Agreement shall be deemed an original. To be valid, copies submitted to Emotions Mentor® LLC by email.

17. **Data Protection.** I give consent for Emotions Mentor® LLC to process the personal data contained in this application and to transfer this personal data, together with information about this for future activities, to any of Emotions Mentor® LLC worldwide subsidiaries and affiliated companies. I understand that this transfer of information may be made to countries without a level of legal protection of privacy equivalent to that provided in my home country. The parties agree that this obligation survives the termination of the Contract. For additional information on Emotions Mentor® LLC privacy practices, please see Emotions Mentor® LLC privacy policy located at www.EmotionsMentor.com.

* All words with trademarks or registered trademark symbols are trademarks or registered trademarks of Emotions Mentor® LLC