

Thank you for your interest in becoming a Nine Steps to Feng Shui® Consultant.

Please read these documents before enrolling in this course.

Take the time to read through these documents and review them with your lawyer.

When you purchase a Nine Steps to Feng Shui® Consultant Training Course, you are entering a contract.

As soon as you enroll, you get access to digital training materials that by their nature cannot be returned.

Fees are non-refundable, so please make sure you understand everything that you are paying for and everything that is expected of you during the training, before you enroll.

When you enroll in a Nine Steps to Feng Shui course you are not signing up for a generic Feng Shui course.

This is a very specific method for teaching and practicing Feng Shui that was developed by Monica P. Castaneda (Moni) to make Feng Shui easier to understand and apply. The Nine Steps to Feng Shui System is the intellectual property of Monica and it is protected by copyright law. What this means to you is that you cannot reproduce any of the materials you receive when you enroll in a course, that you cannot teach the system to other people, and that you cannot practice the system unless you sign a licensing agreement at the end of the course.

The documents in this pdf file include:

1. A description of the Nine Steps to Feng Shui Consultant Training Program.
2. A letter that includes the list of all that you get when you enroll in the Heart Level of the Nine Steps to Feng Shui® training program.
3. A list of what you need in order to take the training.
4. A copy of the End User Licensing Agreement that you have to agree to when you enroll in the program and make your payment.
5. A copy of the licensing agreement that students need to sign at the end of the training in order to get their certificate and license to practice the Nine Steps to Feng Shui® system.

Please read these documents **before** making your payment and enrolling in the Nine Steps to Feng Shui® Heart Level Consultant Training.

1. A description of the Nine Steps to Feng Shui® Consultant Training Program

When you register to become a Feng Shui Consultant, you start at the **Heart Level**.

At the Heart Level you learn the Nine Steps to Feng Shui® System by taking a pre-recorded online video course. This course was originally designed to be taken in 12 weeks and the videos are organized and labeled “WEEK 1,” “WEEK 2,” etc. However, after the first students went through the course Moni realized some people wanted to learn faster, and some people needed more time, so now as soon as you register, you will get access to all 12 weeks of the training, but you will have a whole year to complete the course. You can watch these videos on your own time and repeat them as many times as you desire.

Moni recommends that you play each video at least three times, to make sure you assimilate the information as you go. The online course follows the format of the main text book for this course Feng Shui Your Own Business, with the Nine Steps to Feng Shui® System, so you can always refer to the book as you advance in the video course. When you register, you get access to the online video course for one whole year.

Your training includes the Feng Shui consultation of your business, guided by Moni. This means that Moni will either do your consultation personally, or supervise another student, as he or she does your consultation.

Your training also includes the supervision of Moni while you do a consultation for your first client. You need to find this client.

When you complete the Heart Level you will need to sign a Licensing Agreement if you want to get a certificate. Moni will be sharing lots of Feng Shui secrets with you in the video course, and lots of knowledge that is proprietary to the Nine Steps to Feng Shui® System. This system is Moni’s intellectual property, so in order for you to practice it, Moni’s lawyer insists that you sign this agreement. This agreement is to make sure that you understand that you are given limited rights to use the system, and that you cannot teach it to other people.

What happens if you refuse to sign the licensing agreement when your training is complete, you may ask? Well, if you do not sign the agreement, we cannot give you a certificate. No money is due at the time of signing your licensing agreement for the first time. The fee is only due one year after that, if you choose to keep your license for your second year in practice. This gives you the chance to see if you really want to continue to do Feng Shui as a profession.

In short, the only reason to take the course if you do not want to sign the licensing agreement would be if you just wanted to learn Feng Shui for yourself or to do it as a hobby.

2. A letter that includes the list of all that you get when you enroll in the Heart Level of the Training Program.

Nine Steps to Feng Shui® Consultant Online Certification Course Heart Level

Description of Contents Letter

Monica P. Castaneda will provide you with the following:

1-Hour One-On-One SETTING GOALS session or I-Ching reading with Moni via Skype.

6. Four Textbooks:
Feng Shui Your Own Business;
Feng Shui Your Own Yard;
Feng Shui Cures for the Five Elements; and
Feng Shui Cures for Astrology.
7. Access to the Nine Steps to Feng Shui® Training Videos for one year
8. Online Support During Training - access to the secret Facebook Group Community.
9. Three professional charts:
Feng Shui Bagua Map
Feng Shui for the Body
Nine Steps to Feng Shui® Pyramid
10. Group meeting “How to Use Your Professional Charts”
11. Access to the Nine Steps to Feng Shui Practitioners’ Online Manual.
12. Feng Shui Consultation of your business, guided by Moni.
13. Feng Shui Consultation of your first client, guided by Moni.
14. 1-Hour One-On-One EVALUATION session with Moni via Skype after the group Q & A meeting.
15. Certificate of having completed the Nine Steps to Feng Shui Heart Level Training. You will receive your certificate after your one-on-one evaluation meeting with Moni.

Once your training is complete, you will need to sign a Licensing Agreement as a Nine Steps to Feng Shui® Consultant. Your Heart Level Training includes payment of licensing fees for one year after your training. After that year, yearly licensing fees apply, due on February 7.

Fees are not refundable. You must complete your training within one calendar year from the date of enrollment. If you fail to complete your training within one year, you will forfeit your training, and neither Feng Shui for Us™ nor Monica P. Castaneda will be responsible for delivering any further training or materials to you.

If any materials received by you are defective they will be replaced upon return of the defective product.

3. A list of what you need in order to take the training.

1. Desktop or laptop computer.
2. Access to high speed internet.
3. Email account.
4. Facebook account.
5. Skype account.
6. Google+ account.
7. Paypal account.
8. Adobe Reader downloaded to your computer.
9. A good understanding of written and spoken English.
10. Live in a country to which Amazon.com delivers, or be willing to receive non-printable e-books.
11. Be able to take digital photos and upload them to the internet or send them via email.
12. Be able to sketch floor plans or to hire someone who can sketch floor plans.
13. Be able to scan and email floor plans, or upload them to the internet.

4. A copy of the End User Licensing Agreement that you have to agree to when you enroll in the program and make your payment.

When you click on the button to enroll in the Heart Level, the first level of your Nine Steps to Feng Shui® Consultant Training, Feng Shui for Business, a window will pop up containing an agreement you have to accept before taken to the shopping cart where you can complete the purchase.

I have included the contents of the EULA in this pdf file so get a chance to take a look at it and read it in a more comfortable format before you make the purchase.

FENG SHUI FOR US END-USER LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

This End-User License Agreement (“Agreement”) is entered into by and between Monica Castaneda d/b/a Feng Shui for Us in the state of Tennessee (“We”, “Us”, the “Company”) and you (“you”, the “User”), and is effective as of the date of “Electronic Acceptance” by the User (as defined herein below).

Article I – User Acknowledgement

1.1 “Electronic Acceptance” is considered to be a binding affirmation by the User to be bound by the terms of this Agreement. The User agrees that Electronic Acceptance occurs by the User taking any of the following actions: selecting an activation button (“Okay”, “Agree”, “Start”, “Continue”, “Sign Up”, etc.), or by creating an account with the Company for taking online courses through the website, <http://www.fengshuiforus.com/>, or any mobile site, mobile application, or other related websites (“Website”).

1.2 Upon Electronic Acceptance by the User, the User agrees to abide by all terms and conditions of this agreement, and thereby agrees that the User has read, interpreted, understood, and accepted the terms and conditions of the Company in this Agreement, its updated version as included on the Website and other terms and conditions as otherwise may be posted on the Website, or sent to the User via electronic mail or other means from time-to-time; such terms and conditions are hereby incorporated by reference insofar as they do not conflict with the terms herein.

1.3 All provisions of the terms and conditions apply when using the Website through electronic means non-exclusive to computers and mobile devices.

1.4 The User agrees and acknowledges that the Company may, at any time and at its sole discretion, update, revise, alter, replace or otherwise change this Agreement (“Agreement Update”). The User agrees to be bound by such Agreement Update, and agrees that notice of such Agreement Update shall have been completed upon the Company either: posting the Agreement Update to the Website, or delivering the Agreement Update by other electronic means to the most recent contact information provided by the User to the Company. The User further agrees that the User’s continued use of the Website and any courses taken via the Website, and all sites affiliated with the Company, shall be considered acceptance of the terms of such Agreement Update upon Company’s provision

of notice. The Company assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

1.5 Unless otherwise specifically provided in this Agreement, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Article II – Course Enrollment and Scope of Services

2.1 The “Services” (as defined in Article III below) are reserved exclusively for Users who have registered and enrolled in an online Feng Shui Course (“Course”) which requires submission of the following User information to create an account (“User Account”): legal name, birth date, zip code, accurate and complete responses to the Company’s user registration questions, creation of a password, submission of a third-party electronic mail address, and other submissions as may be revised from time-to-time for user registrations. The Company expressly disclaims, and the User expressly assumes, all liability relating to the use of the Services, including but not limited to the confidentiality of the passwords, and unauthorized uses of the User’s Account.

2.2 User Account Termination by Company. The Company reserves the right to immediately delete, suspend, or otherwise terminate the User’s Account, at the Company’s sole discretion, in the event the User violates any of the following, which the User expressly agrees to: (i) the User is not a competitor of the Company; (ii) the User’s Account is registered under and uses the User’s legal name; (iii) the User maintains only one (1) Account with the Company; (iv) the User is at least eighteen (18) years of age; (v) the User’s submitted information entered for registering and maintaining a User Account is factual; (vi) the User is not using the Services to intentionally or recklessly mislead other users of the Services; (vii) the User will not upload or distribute content through the Website that it does not have the authority to use; and (viii) the User will not use the Website or Services in any way that violates the intellectual property rights of the Company, other users, or any third party.

Article III – Services & Compensation

3.1 It is the intent of the Company to provide services in the form of education opportunities via an online course teaching steps for the Chinese Art of item placement within space known as “Feng Shui”.

The term “User Content” as used herein shall mean any materials submitted or shared by the User through its use of the “Services” Courses, the Website, or other websites used in furtherance of the Services; this includes but is not limited to: trademarks, copyrights, documents, images, video files, audio files, personal appearance, likeness, or other content, whether owned by the User or held by license from any third party. As stated in 2.2 above, the User agrees that such User Content is all owned or authorized for use by the User, and by uploading or otherwise distributing such User Content on the Website or through the Services, agrees further to all liability arising from such use.

3.2 The “Services” provided under this Agreement shall include the following:

3.2.1 “Online Education” services. The Company shall use commercially reasonable efforts to provide “Online Education” services. Online Education services shall include, but not be limited to: providing access to the materials on the Website and other platforms and websites for communication by and between the User and the Company; providing access to materials which teach the principles of Feng Shui in a digital classroom course structure; providing course feedback, progress reports, access to instructors for questions and discussion of materials. Online Education also includes certain print materials which will be shipped to the User at the address provided; these print materials are in support of the

Online Education provided by the Company. To access certain services within the Online Education, the User may need to create accounts with certain third party websites, which the Company expressly disclaims any and all liability for, including all liabilities disclaimed for use of the Company's Website under this Agreement. The Online Education services are intended by the Company to be provided for the limited purpose of instructing the User on the art of Feng Shui for their personal use. The Company reserves the right to monitor the use of the Online Education services for abuse, misuse, and other noncompliance with the terms herein. The Company may, at its sole discretion, suspend, terminate, or cancel a User's Account, or otherwise take corrective action for the User's failure to comply with the terms herein, including but not limited to the terms listed above in 2.2. The Online Education services shall be accessible through the Website on a variety of device platforms. The terms and conditions of this Agreement and the use requirements of this Agreement shall apply in full force to any of these applications or other methods by which the Company provides its Services and Online Education services.

3.2.2 "Monitoring Services". The Company shall use commercially reasonable efforts to provide "Monitoring Services" as defined herein below, on a twenty four (24) hours per day, seven (7) days per week basis, throughout the term of this Agreement. The term "Monitoring Services" as used herein means, surveillance of the server status, various connections therefrom and thereto, and the operational status of the Website and of the Courses. The Monitoring Services shall be provided to prevent as many of the possible occurrences listed in and related to those in subsection 3.2.3 below.

3.2.3 Website or Course Malfunction or Errors. The User acknowledges and agrees that from time-to-time the Services, Website, and Courses may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions, (ii) periodic maintenance procedures or repairs that the Company may undertake at its sole discretion, or (iii) causes beyond the reasonable control of the Company or that are not reasonably foreseeable by the Company, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. The User acknowledges and agrees the Company has no control over the availability of the Services, Website, or Courses on a continuous or uninterrupted basis and agrees to hold the Company harmless for such failures.

3.2.4 No Warranty. The Company tries to keep the Website and Courses operable, bug-free, and safe, but you use it at your own risk. The Company provides the Website and Course and any additional purchases to the User as-is without any express or implied warranties, including but not limited to: implied warranties of merchantability, fitness for a particular purpose, and noninfringement. The Company does not guarantee that the Courses, Website, or Services will always be safe, secure, or error-free, or that the Courses or Website will always function without disruptions, delays or imperfections. The Company is not responsible for the actions, content, information, or data of third parties, and you release the company, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

Notice to California Residents: If you are a California Resident, you waive California Civil code §1542, which says, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." The Company will not be liable to you for any lost profits or other consequential, special, indirect, or incidental damages arising out of or in connection with this statement or use of the Services, Website, or Courses and the Company's liability will not exceed the

greater of one hundred (100) dollars or the amount you have paid to the Company in the past twelve (12) months. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, the company's liability will be limited to the fullest extent permitted by applicable law.

3.3 Personal Information and Privacy. In order for the User to utilize the Services, the User understands and acknowledges that all personal information submitted may be distributed among the Company's network. The User understands and acknowledges further that such information will be available for viewing, copying, and use of the information by third parties.

3.4 No Additional Offer. The User agrees that by accepting the terms and using the Services under this Agreement, that the Company has made NO business offer, agreement to do business, agreement to purchase stock, an agreement to sell stock, transfer of ownership to or from the Company. Additionally, purchasing any services in any way is not a purchase or transfer of ownership of the Company. The User agrees that any suggestion the User might make and that might be implemented by the Company is NOT a transfer of ownership nor shall any such suggestions be compensated. The Company is regularly developing applications that will benefit our customers. Any such suggestions, including but not limited to, proposals and feedback will NOT be considered confidential.

Article IV – Intellectual Property

4.1 "Intellectual Property" as used herein refers to any and all of the following: patents, trademarks, copyrights, trade secrets, or any other proprietary information, lesson texts, designs, and layouts, and teaching methods, whether known or developed prior to, or subsequent the Effective Date of this agreement, and whether it is registered or unregistered with any corresponding governmental agencies or authorities, in the United States and abroad.

4.2 Intellectual Property Ownership

4.2.1 The Company shall own any and all Intellectual Property rights held the Website or otherwise used in providing the Services ("Company IP"). This does not include User Content as defined in Section 3.1.1 above.

4.2.2 The User agrees that any User Content it submits as part of its use of the Online Education services under 3.2.1 above are granted to the Company under a freely assignable, transferrable, licensable, and otherwise unencumbered nonexclusive, irrevocable license for the continued use by the Company in providing the Services to future users and customers. The Company shall have the right to make use of any and all User submissions as examples, teaching guides, and for distribution in materials. This includes a license to make use of the User's likeness via recordings of certain web-based video conferences, chats, and calls. The User hereby agrees to the Company's use of such User Content and hereby grants the license as described above. The User hereby releases the Company of any duty or liability for the use of the User Content.

4.3 Third Parties and Intellectual Property. The User acknowledges and agrees to the terms of the Third Party Intellectual Property Policy Statement ("Policy Statement"). In addition to the terms of the Policy Statement, any action which the Company believes necessary to address any infringement will be given in advance notice to the User for its review and opportunity to seek legal counsel therefor. Any takedown or other corrective action which the Company believes to be necessary to prevent, preserve, or otherwise restore the Intellectual Property rights of a third party upon conclusion of its review of the assertions made may result in immediate suspension or removal of the allegedly infringing

materials, regardless of whether actual notice has been sent to or received by the User or response to any such notice from the User has been received by the Company. The Company shall not be liable for, and the User agrees that it assumes all liability for, any loss, delay, or other damage to the User by the Company's compliance with the terms of the Policy Statement, regardless of whether any action taken is done prior to discovering that the assertions against the User were without merit.

Article V – License, Confidential Information & Noncompetition

5.1 During the term of this Agreement, the User takes a limited license to make use of the Services, Website, and Courses as defined under this Agreement. The User agrees that it has no rights in and to the Company IP other than to make use of the Services, Website, and Courses as specifically allowed hereunder.

5.1.1 The license granted herein to the User may not be assigned, transferred, sublicensed, or otherwise conveyed to any third party.

5.1.2 Rights Upon Termination. Upon termination of this Agreement, all rights licensed or otherwise conveyed to the User in and/or to the Company IP shall expire, and all rights thereto shall continue to be held solely by the Company.

5.2 Confidential Information. In view of the User's access to the Company's non-public Intellectual Property which includes but is not limited to trade secrets, proprietary information, lesson texts, designs, and layouts, and teaching methods ("Confidential Information"), the User agrees that the User will not, without the Company's prior written approval, design, develop, or otherwise attempt to replicate identical or substantially similar properties as those disclosed during the course of User's access to the Services, Website, or Courses, whether for the benefit of the User or any third party, during the term of this Agreement or any time after termination of said Agreement. The User acknowledges that these obligations and limitations are ancillary to the User's limited license granted in 5.1 above.

5.3 Non-Competition, Non-Solicitation.

5.3.1 Non-Solicitation. From the date of this Agreement until thirty-six (36) months after the termination of this Agreement (the "Restricted Period"), the User will not, without the Company's prior written consent, directly or indirectly, solicit or encourage any employee or contractor of the Company or its affiliates to terminate employment with, or cease providing services to, the Company or its affiliates. During the Restricted Period, the User will not, whether for the User's own account or for the account of any other person, firm, corporation or other business organization, intentionally interfere with any person who is or during the period of User's access to Company's Intellectual Property and Confidential Information was a partner, supplier, customer or client of the Company or its affiliates.

5.3.2 Non-Competition. During the Restricted Period, the User will not, by itself or through any third party, directly or indirectly, compete with or hold a controlling interest in another entity which competes with the Company in its current and reasonably anticipated future markets, unless such competition is presently occurring as demonstrated by presently maintained records. The terms of this paragraph may not be waived unless by express, written consent, and no verbal or implicit waivers shall be given force.

Article VI – Warranties, Limitation of Liability

6.1 The User warrants that it has legal title and/or the authorized right to use any User Content it submits, shares, or otherwise distributes by use of the Services, Website, or Courses, and that any User Content submitted is not infringing the Intellectual Property

rights of any third party. The User agrees to indemnify and hold harmless the Company and its directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (i) any breach by the User or User's assistants, employees or agents of any of the covenants contained in this Agreement, (ii) any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of any User Content in performing the Services under this Agreement; and/or (iii) any action taken by the Company against the User's account due to allegations of infringement of third party Intellectual Property.

6.2 The User warrants that it has read and understands the terms and conditions of this Agreement, and further warrants that the User assumes all liability for any loss due the use or misuse of the Services, Website, and Courses, including losses or other damages arising from the Company's compliance with the terms of the Policy Statement as expressly stated in Section 4.3 above.

6.3 The User warrants that it will not, at any time now or in the future, make any claim to hold or own any right or interest in and/or to the Company IP, and the User warrants further that it acknowledges, understands, and agrees that it has read and understands the limitations on rights and use of Company IP under Articles IV and V above.

6.4 The User indemnifies and holds harmless the Company and/or any affiliates, employees, directors, representatives, shareholders, and/or agents from and against any and all damages, claims, costs, penalties, judgments, interest, and expenses (including but not limited to reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:

6.4.1 Any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of our policies, Terms and Conditions, or Policy Statement,

6.4.2 Your wrongful or improper use of the Services,

6.4.3 Your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights,

6.4.4 Your violation of any law, rule or regulation of the United States or any other country,

6.4.5 Any other party's access and/or use of the Services, Website, or Courses with your unique name, password or other appropriate security code, and/or

6.4.6 Any other losses suffered by your use of the Services, Website, or Courses, even such use as appears to be or is in compliance with the terms of the Company, including but not limited to the User's computer or other device accessing the Website or Courses due to any bug, virus, Trojan horse, or other malware which may have been transmitted from any third party.

6.3 The User warrants that it will not, during the term of this Agreement, take any action which is intended, or would reasonably be expected, to harm the Company or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Company, including but not limited to: verbal and/or written comments which case or would reasonably be expected to cast the Company or its employees in a false light, or which may interfere with the business of the Company, whether distributed in print, person, or online.

Article VII – Term and Termination

7.1 Term and Termination. The term of this Agreement shall be the Effective Date of this

Agreement until, either: (i) the Company exercises its right to terminate the User account under 2.2 and 3.2.1 above or under any other authority expressly or impliedly granted to the Company by the terms herein; or (ii) the Course(s) which the User has enrolled in have completed and no new Course(s) has/have been enrolled in.

7.2 Survival. Upon such termination, all rights and duties of the Company and User toward each other shall cease except: Article IV (Intellectual Property), Article V (License), Article VI (Warranties, Limitation on Liability)

Article VIII - Miscellaneous

8.1 Governing Law. This Agreement shall be governed by the laws of Tennessee without regard to Tennessee's conflicts of law rules.

8.2 Assignability. Except as otherwise provided in this Agreement, User may not sell, assign or delegate any rights or obligations under this Agreement. The Company may freely assign, sublicense, or otherwise transfer any and all rights or liabilities it holds under this Agreement.

8.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.

8.4 Headings. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

8.5 Notices. Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by U.S. registered or certified mail (return receipt requested), or sent via facsimile (with receipt of confirmation of complete transmission) to the party at the party's address or facsimile number written below or at such other address or facsimile number as the party may have previously specified by like notice. If by mail delivery shall be deemed effective three (3) business days after mailing in accordance with this Section 8.5.

8.5.1 If to the Company to:

Monica P. Castaneda
Feng Shui For Us
monica@fengshuiforus.com
7786 Emory Chase Ln
Knoxville, TN 37918

8.5.2 If to User, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of User provided by User to the Company.

8.6 Severability. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

4. A copy of the licensing agreement that students need to sign at the end of the training in order to get their certificate and license to practice the Nine Steps to Feng Shui® system.

The license is free for the first year after your training, but it does have a cost after the first year ends. You are free to renew the license every year, or to let it expire. However, you should know that if you do let it expire, you will not be able to practice this system any more. The Nine Steps to Feng Shui® is Moni's registered trademark and ALL the contents are copyrighted. Moni protects this brand and in doing so, she protects the interests of all licensed practitioners.

Your license also requires you to take continuing education classes every year, to make sure you stay up to date, giving your clients the best Feng Shui service you can give. The licensing fee covers the cost of your continuing education. This means that as long as you keep your license covered, you get to take the continuing education classes you need for that year for no extra cost.

The cost of the license per year is equivalent to the average cost of one consultation with a client -- \$360 -- so in other words, the first client every year should pay your licensing fees.

“FENG SHUI FOR US” Practitioners LICENSE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2016 by and between Monica P. Castaneda, a sole proprietor, doing business as “Feng Shui for Us” with offices at 7786 Emory Chase Lane, Knoxville, TN 37918 (“LICENSOR”), and _____, a person residing at _____ (“LICENSEE”).

W I T N E S S E T H:

WHEREAS, LICENSOR is the sole and exclusive owner of the trademarks including “Nine Steps to Feng Shui” and “Feng Shui for Us”; and

WHEREAS, LICENSOR is the sole and exclusive owner of the following copyrighted education, training and demonstration materials including:

Feng Shui for Us, Nine Steps to Feng Shui, Feng Shui the Nine Life Areas Room by Room; Decluttering and Organizing from the Heart; Feng Shui for Landscaping and Exteriors; Feng Shui for Business; Feng Shui For Us – The Art of Space Arrangement; and

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE the right, privilege and license to use the Trademarks and Copyrights on or in association with the goods and/or services covered by the copyrights and trademarks (the “Licensed Products”); and

WHEREAS, LICENSEE has successfully completed a “PRACTITIONER” training course conducted by LICENSOR and has demonstrated the desire and know-how necessary to properly implement the teachings of LICENSOR to offer the Licensed Products in the market and to use the Trademarks, Copyrights and Know-How (collectively the “Intellectual Property”) on or in association with the Licensed Products; and

WHEREAS, LICENSEE agrees to protect the value of LICENSOR’S Intellectual Property in the market by complying with LICENSOR’S marketing procedures, prices and practices in association with the Licensed Products; and

WHEREAS, both LICENSEE and LICENSOR are in agreement with respect to the terms and conditions upon which LICENSEE shall use the Intellectual Property;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. LICENSE GRANT

LICENSOR hereby grants to LICENSEE, for the Term of this Agreement a non-exclusive license to use the Trademarks, Copyrights and Know-How (Intellectual Property) on or in association with the Licensed Products in the Market, as well as on packaging, promotional and advertising material associated therewith.

B. LICENSOR hereby grants to LICENSEE, for the Term of this Agreement a non-exclusive right and license to use and advertise LICENSEE'S services using the LICENSOR'S Trademarks and Copyrighted materials in connection with LICENSEE'S products and services.

C. LICENSEE may not grant any sublicenses under this agreement to any third party.

D. LICENSEE agrees to follow and adopt the suggested minimum price guideline as annually updated and published by LICENSOR.

2. TERM OF THE AGREEMENT

This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the date of execution by both parties and shall be renewable every year, subject to LICENSEE's compliance with the terms herein and payment of an annual licensing fee due on February 7th of each following year.

A failure to pay the annual fee to Monica P. Castaneda within thirty days of the seventh day in February of the following year will result in the expiration of this agreement and revocation of the license herein.

3. COMPENSATION AND REQUIREMENTS

In consideration for the licenses granted hereunder, LICENSEE agrees to pay to LICENSOR during the Term of this Agreement an annual licensing fee in the amount of three hundred and sixty (\$360.00) (the "Licensing Fee"). All payments due hereunder shall be made in United States currency drawn on a United States bank, unless otherwise specified between the parties.

LICENSEE is required to take a minimum of three continuing education credit hours per year. These will be offered by Monica P. Castaneda in online courses. The yearly licensing fee includes the cost of these three credit hours.

LICENSEE's obligations for the payment of the Annual Licensing Fee shall survive expiration or termination of this Agreement and will continue for so long as LICENSEE continues to use LICENSOR'S Intellectual Property or otherwise market the Licensed Products under LICENSOR'S Intellectual Property.

Late payments shall incur interest at the rate of ONE POINT FIVE PERCENT (1.5%) per month from the date such payments were originally due.

Renewal of this Licensing Agreement will be subject to LICENSEE'S compliance with all terms of this agreement including payment of the annual licensing fee, which is subject to LICENSOR'S sole discretion.

4. WARRANTIES AND OBLIGATIONS

A. LICENSOR represents and warrants that it has the right and power to grant the licenses granted herein and that there are no other agreements with any other party in conflict herewith.

B. LICENSOR further represents and warrants that the Trademarks do not infringe any valid right of any third party.

C. LICENSEE represents and warrants that it will use its best efforts to promote, market, sell, and distribute the Licensed Products in accordance with LICENSOR'S recommended marketing practices, to be reviewed and updated periodically.

D. LICENSEE shall be solely responsible for the advertisement, distribution, delivery and sale of Licensed Products and will bear all related costs associated therewith.

5. NOTICES, QUALITY CONTROL AND SAMPLES

A. The licenses granted hereunder are conditioned upon LICENSEE's full and complete compliance with the marking provisions of the trademark and copyright laws of the United States. The Licensed Products, as well as all promotional, packaging, and advertising material relative thereto, shall include all appropriate legal notices as required by LICENSOR.

B. If the quality of the Licensed Products offered by Licensee falls below the standards established by LICENSOR through training, mentorship and education of LICENSEE as previously taught by LICENSOR, LICENSEE shall use its best efforts to restore such quality. In the event that LICENSEE has not taken appropriate steps to restore such quality within thirty (30) days after notification by LICENSOR, LICENSOR shall have the right to terminate this Agreement and require that the LICENSEE cease using the Trademarks and Copyrighted materials in conjunction LICENSEE'S products and or services.

C. Prior to the commencement of offering LICENSED products or services, LICENSEE shall submit to LICENSOR, at no cost to LICENSOR and for approval as to quality, one (1) complete set of all promotional and advertising materials associated therewith. Failure of LICENSOR to approve such samples within fifteen (15) working days after receipt thereof will be deemed approval. If LICENSOR should disapprove any sample, it shall provide specific reasons for such disapproval. Once such samples have been approved by LICENSOR, LICENSEE shall not materially depart therefrom without LICENSOR's prior express written consent, which shall not be unreasonably withheld.

6. NOTICE AND PAYMENT

A. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally to the other designated party at the above stated address or mailed by certified or registered mail, return receipt requested or delivered by a recognized national overnight courier service.

B. Either party may change the address to which notice or payment is to be sent by written notice to the other in accordance with the provisions of this paragraph.

7. TRADEMARKS AND COPYRIGHTS

A. LICENSOR shall seek, obtain and, during the Term of this Agreement, maintain in its own name and at its own expense, appropriate protection for the Trademarks.

B. It is understood and agreed that LICENSOR shall retain all right, title and interest in the Trademarks as well as any modifications made to the Trademarks by LICENSEE. It is also understood and agreed that LICENSOR shall retain all right, title and interest in the Copyrights as well as any modifications made to the Copyrights by LICENSEE.

C. The parties agree to execute any documents reasonably requested by the other party to effect any of the above provisions.

D. LICENSEE acknowledges LICENSOR's exclusive rights in the Trademarks/Copyrights and, further, acknowledges that the Trademarks/Copyrights are unique and original to LICENSOR and that LICENSOR is the owner thereof. LICENSEE shall not, at any time during or after the effective Term of the Agreement dispute or contest, directly or indirectly, LICENSOR's exclusive right and title to the Trademarks/Copyrights or the validity thereof.

E. LICENSEE acknowledges that the Trademarks have acquired secondary meaning. LICENSEE agrees that its use of the Trademarks inures to the benefit of LICENSOR and that the LICENSEE shall not acquire any rights in the Trademarks.

8. TERMINATION

The following termination rights are in addition to the termination rights that may be provided elsewhere in this Agreement:

A. Immediate Right of Termination. LICENSOR shall have the right to immediately terminate this Agreement by giving written notice to LICENSEE in the event that LICENSEE does any of the following:

- (1) fails to pay the required annual Licensing fee as specified herein; or
- (2) breaches any of the provisions of this Agreement relating to the unauthorized assertion of rights in the Trademarks or Copyrights; or
- (3) fails, after receipt of written notice from LICENSOR, to immediately discontinue the distribution or sale of the Licensed Products or the use of any packaging or promotional material which does not contain the requisite legal legends or meet the standards as prescribed by LICENSOR; or
- (4) Offers to teach or certify others in the Know-How gained through the education, training and mentorship programs offered LICENSOR without acquiring certification from LICENSOR.

B. Right to Terminate on Notice. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of a breach of a material provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach.

9. POST TERMINATION RIGHTS

Upon the expiration or termination of this Agreement, all of the rights of LICENSEE under this Agreement shall forthwith terminate and immediately revert to LICENSOR and LICENSEE shall immediately discontinue all use of the Trademarks and Copyrighted Materials at no cost whatsoever to LICENSOR.

10. GOOD WILL

LICENSEE recognizes the value of the good will associated with the Trademarks and acknowledges that the Trademarks and all rights therein including the good will pertaining thereto, belong exclusively to LICENSOR.

11. INFRINGEMENTS

A. LICENSEE shall have the right, in its discretion, to institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement.

B. If LICENSEE does not institute an infringement suit within ninety (90) days after LICENSOR's written request that it do so, LICENSOR may institute and prosecute such lawsuit. Any lawsuit shall be prosecuted solely at the cost and expense of the party bringing suit and all sums recovered in any such lawsuits, whether by judgment, settlement or otherwise, in excess of the amount of reasonable attorneys' fees and other out of pocket expenses of such suit, shall be divided equally between the parties.

C. Upon request of the party bringing the lawsuit, the other party shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit. The party bringing suit shall reimburse the other party for the expenses incurred as a result of such cooperation.

12. JURISDICTION AND DISPUTES

This Agreement shall be governed in accordance with the laws of the State of Iowa. All disputes under this Agreement shall be resolved by the courts of the State of Iowa, including the United States District Court for the South Eastern of Iowa, and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

13. AGREEMENT BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors and assigns.

14. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

15. SEVERABILITY

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

16. NO JOINT VENTURE

Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership.

17. ASSIGNABILITY

The license granted hereunder is personal to LICENSEE and shall not be assigned.

18. INTEGRATION

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict with said Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Monica Castaneda as "Licensor" _____ "Licensee"

Signature: _____ Signature: _____

Date: _____ Date: _____

**Thank you for taking
the time to review these
important documents.**

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purchase the Nine Steps
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