

**INTERIOR ALIGNMENT®  
TEACHER of ADVANCED IA LICENSE AGREEMENT**

**RECITALS:**

Interior Alignment, LLC, a Delaware LLC (herein "Licensor"), with a principal place of business at P.O. Box 759, Paso Robles, CA 93447 has developed educational certification training and educator programs for practitioners of Licensor's INSTINCTIVE FENG SHUI™ program, SEVEN STAR BLESSING™ Space Clearing and INTERIOR ALIGNMENT® ("the Certification Courses"), as well as a series of advanced courses offered to certify graduates of the Certification Courses to teach Certification Courses to others ("the Educator Series"); and

Licensor is the owner of the following service marks ("the Practitioner Marks"):

INTERIOR ALIGNMENT®  
CPIA (CERTIFIED PRACTITIONER of INTERIOR ALIGNMENT®)  
CPSC (CERTIFIED PRACTITIONER of SEVEN STAR BLESSING™ SPACE CLEARING)  
CPFS (CERTIFIED PRACTITIONER of INSTINCTIVE FENG SHUI™)  
AIA (ADVANCED INTERIOR ALIGNMENT®)  
INTERIOR ALIGNMENT™ logo  
SEVEN STAR BLESSING™ SPACE CLEARING  
INSTINCTIVE FENG SHUI™  
MEDICINE WHEEL FENG SHUI™

"The Practitioner Marks" are intended to be used by those individuals who have completed the minimum standards and requirements of the Certification Course(s) as established by Licensor as a condition to use the Marks by Licensee; and

Licensor is the owner of the following trademarks reserved for those who serve as qualified teachers entitled to provide trainings to certify others to use one or more of the Practitioner Marks, and are referred to as "the Educator Marks":

MASTER TEACHER of INTERIOR ALIGNMENT®  
TEACHER of ADVANCED INTERIOR ALIGNMENT®

The Practitioner Marks and the Educator Marks are sometimes referred to collectively as "the Marks."

Licensee has completed one or more of the Certification Course(s) and is now qualified to use one or more of the Practitioner Marks in connection with the sale and advertising of Licensee's services to the public. Licensee has signed the Practitioner license agreement and is in agreement with the terms contained in the practitioner license agreement for use of certain of the Practitioner Marks.

Further, Licensee is now qualified to use one or more of the Educator Marks in connection with providing certification courses to the public, and by this agreement desires to acquire a license to use the Educator Marks for which certification has been achieved ("the Licensed Marks"), in the sale and advertising of Licensee's certification courses for INTERIOR ALIGNMENT® methods. The Marks which are being licensed to Licensee are identified in paragraph 4.

The parties agree:

**1. Grant of Rights.**

(a) Licensor grants to Licensee the non-exclusive right during the Term (paragraph 2) to use the Marks identified in Paragraph 1(b) below ("the Licensed Marks") but only in such form and manner as approved by Licensor under paragraph 7 below.

(b) Subject to the terms of this agreement, Licensee is granted the right to teach and certify others who desire to obtain the following designations:

CPIA (CERTIFIED PRACTITIONER of INTERIOR ALIGNMENT®)  
CPSC (CERTIFIED PRACTITIONER of SEVEN STAR BLESSING™ SPACE CLEARING)  
CPFS (CERTIFIED PRACTITIONER of INSTINCTIVE FENG SHUI™)  
AIA (ADVANCED INTERIOR ALIGNMENT®)  
MWFS (MEDICINE WHEEL FENG SHUI™)

(c) The rights herein granted to Licensee shall include, solely the right to advertise, promote and offer to the public Licensee's teaching services as an official teacher of INTERIOR ALIGNMENT®, employing the techniques, methods and training as taught in the Certification Course, by and through any and all manner, media and means so long as Licensee shall adhere to and abide by the Quality Standards and Education Quality Standards established by Licensor, as may from time to time be established and/or modified by Licensor.

(d) Notwithstanding the foregoing, Licensee acknowledges that all right, title and interest in and to the Marks belongs to Licensor, and that all good will associated with and derived from the sale, advertising and use of the Marks by Licensee shall inure to the benefit of Licensor. Licensee agrees that it shall not apply for registration or seek to obtain ownership of any of Marks belonging to Licensor in any nation. Further, Licensee agrees that neither now, nor at any time in the future, will Licensee, or Licensee's parent corporations, subsidiaries, or affiliates, challenge or assist in any challenge to Licensor's ownership rights in Licensor's Marks, including the Licensed Marks.

(e) Upon completion of future potential additional trainings and certification courses, this agreement shall be amended to include a license for use of such additional of the Marks as are appropriate ("the Supplemental Licensed Marks"). The Supplemental Licensed Marks for future additional trainings shall be designated by written amendment at the conclusion of completion of the relevant training program.

**2. Term.**

(a) The Initial Term shall commence as of the date hereof and shall continue for one year from the date hereof.

(b) The term of this agreement shall be renewable for successive terms of one year each upon payment of the annual membership dues by Licensee, failing which all rights shall terminate under this agreement 10 days following the due date for payment of annual membership fees. Notwithstanding the foregoing, in the event of the failure of Licensee to adhere to the Education Quality Standards (paragraph 8) contained herein the license may be terminated in accordance with Paragraph 14(e).

(c) The Licensee may also choose to not renew this license at this time, and may choose to renew the license at a future time when they foresee desiring to teach a Certification Course. The Licensee would remain eligible to use their Practitioner Level Marks for their consulting business use during this time.

(d) Upon the termination or expiration of this agreement for any reason, Licensee shall

(i) Immediately cease to identify Licensee's business as being, or having been, associated with the Licensor as a teacher or educator, and immediately cease using any of the Licensed Educator Marks, any marks which are confusingly similar, or any mark in any way associated with

the Licensor for any purpose, except pursuant to any other effective agreement with the Licensor (such as the Practitioner license)

(ii) At the request of the Licensor, destroy or deliver to the Licensor promptly on request all signs, advertising materials, stationery, video, forms and other materials bearing any of the Educator Marks or otherwise identified with the Licensor;

(iii) Immediately deliver to the Licensor the unused IA manuals and training materials in Licensee's possession and all other information, documents and copies thereof which are proprietary to the Licensor at Licensee's cost for shipping;

(iv) Promptly take such action as may be required to cancel all trade names or equivalent registrations relating to its use of any Educator Marks of the Licensor or, at the option of the Licensor, assign the same to the Licensor;

(v) Abide by all restrictive covenants as set forth in Paragraph 10 below.

### **3. Quality Standards and Approval.**

(a) Licensee agrees to sign and abide by the terms contained in the License Agreement(s) issued for those who complete the Certification Courses, and adhere to the standards and criteria within that license for marketing of Licensee's individual practitioner services.

(b) Licensee's personal services shall conform to such standards and specifications as may be designated in writing from time to time by Licensor. Licensor may change such standards and specifications in writing at any time. The standards and specifications designated by Licensor, and any amendments or modifications thereto, shall become effective forty-five (45) days or at a time mutually agreed upon, after written notice of such standards and specifications to Licensee, and services rendered by Licensee after that date shall conform to such standards and specifications unless otherwise agreed in writing by Licensor.

(c) Licensee agrees to use the Licensed Marks exactly as designated by Licensor, except where Licensee has received express written approval for the deviation from Licensor. Any non-approved use that is a modification of, an addition to or a confusingly similar variation of the Marks is prohibited.

(d) For each type of non-approved use of the Marks Licensee desires to create, Licensee shall submit, in advance, to Licensor, for approval a sample in the form proposed for sale and advertising as a licensee of the Licensed Marks.

(e) The approval of use by Licensee under paragraph 3 (c) above shall not be deemed to constitute the approval of any deviation from the standards and specifications for the Licensed Marks which may be established by Licensor unless such deviation is approved in writing by Licensor.

(f) Licensor may from time to time reasonably amend the procedure for submission and approval of new designs by giving written notice of such amendment to Licensee.

(g) After approval by Licensor, Licensee shall not change the design or quality of any approved for use of the Mark, or the appearance or manner of use of the Licensed Marks without Licensor's approval.

**4. License of the Marks based on Certification Levels achieved**

**MEIA (MASTER EDUCATOR of INTERIOR ALIGNMENT®)**

Upon completion of the MEIA™ program, Licensee is entitled to use the following:

INTERIOR ALIGNMENT® Logo  
TAIA™  
TEACHER of ADVANCED INTERIOR ALIGNMENT®  
AIA  
ADVANCED INTERIOR ALIGNMENT®  
MWFS  
MEDICINE WHEEL FENG SHUI™  
CPIA™  
CERTIFIED PRACTITION of INTEIOR ALIGNMENT  
CPFS™  
INSTINCTIVE FENG SHUI™  
CPSC™  
SEVEN STAR BLESSING™ SPACE CLEARING

**5. Use of the Marks**

(a) Licensee shall not alter, modify, dilute or otherwise misuse the Marks or bring them into disrepute, and Licensee shall not add any words, denominations, or other graphic elements or symbols to the Marks unless approved in writing by Licensor.

(b) Licensor reserves the right from time to time, to request from Licensee samples of all advertising used or proposed for use by Licensee, and to require such changes as are reasonably necessary to protect and preserve the rights in and to the Mark for the benefit of Licensor and all Licensees using the Marks. Licensor may from time to time issue written instructions for use of the Marks in such form, manner, location and size as directed by Licensor bearing the copyright, trademark, or other propriety notices as Licensor may from time to time designate, where Licensee will have reasonable time to comply.

**6. Warranties; Representations of Licensor.**

Licensor hereby warrants and represents that:

(a) Licensor will maintain standards of quality by which all Licensees of the Marks must adhere; and

(b) Licensor will take reasonable steps to protect the Marks from third party infringements.

**7. Warranties; Representations of Licensee.**

(a) Licensee agrees to be bound by Education Quality Standards and Rules of Use as established by Licensor for all licensees of the Marks, as set forth in Paragraph 8 below, and as may from time to time be modified by Licensor in its sole discretion.

(b) Licensee will use Marks only in an approved manner in all advertising and marketing, and solely in connection with the professional services signifying the Certification Course.

(c) Licensee acknowledges that use of the Marks is personal and non transferable.

(d) Licensee acknowledges that the IA manuals and training materials provided to Licensee for use in connection with IA are the copyrighted materials of Licensor. No reproduction or use of the Manual or

any materials may be made except as is reasonably necessary to conduct authorized IA services. Upon termination of this agreement for any reason, Licensee shall promptly return all extra training materials to Licensor.

(e) Licensee agrees to maintain current address, phone, and email information on file with Licensor, and to provide prompt written notice of any change of personal information.

## **8. Education Quality Standards.**

As a condition of the rights licensed in this agreement, Licensee agrees that use of the Licensed Marks will be subject to the following terms and conditions, all which are important and required as an TEACHER of ADVANCED INTERIOR ALIGNMENT®.

Signing this license indicates acceptance of all conditions outlined in the *Interior Alignment Master Teacher Handbook*, including, but not limited to the following:

- (a) Teach ALL the instructional materials from the Interior Alignment® Manuals designated for the level of certification being offered.
- (b) Make no changes to the IA Manual and handle it with integrity and security, in both print and electronic forms. All additional materials provided to students should be clearly identified as such.
- (c) Create a lesson plan enabling presentation of the all materials contained in the IA Practitioners Manual, allowing adequate time for each student to process their own experiences through Synchro-Alignment™ meditations, group activities, and individual self-development activities.
- (d) Offer certification programs with tuition pricing structured as outlined in the Teacher Handbook(s).
- (e) Establish and provide to each student appropriate tuition, deposit, refund and course completion policies prior to course.
- (f) Require students sign a professional waiver prior to start of course work.
- (g) Maintain proper insurance coverage for yourself and business, naming IA as an additional named insured.
- (h) Follow defined business practices for refunds, cancellations, medical waivers, etc. as outlined in the Master Teacher Handbook
- (i) Create a rich, compassionate learning environment where students feel a generosity of spirit from you, the teacher, and where they experience acceptance and honoring of one another.
- (j) Provide each student with the official Interior Alignment® student kit packet, purchased from IA, LLC.
- (k) Present the course in one of the approved course formats, as outlined in the Master Teacher / Master Educator Handbook.
- (l) Teach the appropriate number of education hours for that format, following the guidelines for the minimum number of hours and structures for the course to be offered.
- (m) Add education hours when adding additional topics or extra activities for the class and clearly identify any specialty training offered.
- (n) Support students in completing a professional feng shui consultation and space clearing/blessing ceremony.
- (o) Graduate students with the story of the *Sage of the Plum Red Robe*.
- (p) Present each graduate with an Interior Alignment® LLC graduation certificate only when all elements of training have been completed.
- (q) Prior to graduation, register each graduate with Licensor.

## **9. Intellectual Property (the "IP")**

(a) Licensee warrants and represents that the Licensor possesses unique information (the "IP") relating to teaching the IA Certification Courses which include:

(1) Methods, processes, formats, specifications, systems, procedures, sales and marketing techniques and knowledge of, and experience in the teaching of INTERIOR ALIGNMENT workshops and certifications, including any and all contents of the IA Practitioners Manual and the IA Teachers Manual;

(2) Marketing programs. The Licensor's IP shall be disclosed by the Licensor to Licensee through documents, electronic or magnetic means. In view of the foregoing, any unauthorized use by Licensee of the IP provided by the Licensor pursuant to this Agreement, shall be construed as disclosure of the IP of the Licensor and shall, therefore, entitle the Licensor to exercise all of the legal actions derived from any applicable law and/or regulations the Licensor may deem convenient.

(b) Use and Limitation on Use. Licensee acknowledges and agrees she or he will not acquire any interest in the IP, other than the right to utilize disclosed IP in operating the Licensee's business during the term hereof and that use or duplication of any IP in any other business would constitute an unfair method of competition. Licensee further acknowledges and agrees that the IP is proprietary, including trade information of the Licensor and is disclosed to Licensee solely on the condition that Licensee agrees, and Licensee does hereby agree, that Licensee:

(1) will not use the IP in any other business or capacity;

(2) will not make unauthorized copies of any portion of the IP disclosed in written or other tangible forms; and

(3) will adopt and implement all reasonable procedures that Licensor prescribes to prevent unauthorized use or disclosure of the IP.

(c) Licensor's Rights to Interior Alignment Materials: Licensee acknowledges that the Licensor owns all aspects of IA program, existing now or hereafter developed either by the Licensor or Licensee for use by IA practitioners, including but not limited to CPIA materials, AIA materials, Medicine Wheel Feng Shui materials, and all Interior Alignment Teacher and Master Educator information. Licensee will not copy and use any of this material as their own creative effort. Any materials copied for use with clients shall be indicated as copyright of Interior Alignment® and Denise Linn.

(d) Updated Information. Licensee, within 30 days or a time period mutually agreed upon, will receive any updated information regarding the IA Practitioners Manual, the Advanced Manual and the IA Teachers Manual, shall in turn use the new copy of the IA Manuals and the IA Teachers Manual as instructed by the Licensor and shall conform its operations with the updated provisions within a reasonable time thereafter. Licensee acknowledges that a master copy of the IA Practitioners Manual, IA Advanced and the IA Teachers/Educators Manual maintained by the Licensor at its principal office shall be controlling in the event of a dispute relative to the content of any the IA Manuals and the IA Teachers.

## **10. Restrictive Covenants.**

(a) While this Agreement is in effect, Licensee and its officers, partners, directors, agents or employees (who have completed the Licensor's Advanced Teacher Training) or had access to the IA Teachers Manual, including without limitation, the beneficial owners of a 5% or greater interest in Licensee, where the Licensee is a company, shall not, directly or indirectly, engage in or participate, as an owner, officer, partner, director, agent, franchise sales agent, employee or otherwise in any other business which engages in a business which is the same or substantially similar to the IA certification

program, including, without limitation any in the fields of feng shui and space clearing consulting or training program without having first obtained the Licensor's written consent.

(b) **Post-Termination Covenant Not To Compete.** Licensee has acquired from the Licensor unique information regarding Licensor's IP which, in the event of a termination of this Agreement, could be used by Licensee to injure the Licensor. As a result, Licensee and its officers, partners, directors, agents or employees who have completed the Licensor's Educator Course(s) or had access to the IA Teachers Manual, including without limitation, the beneficial owners of 5% or more of the ownership interest in a Licensee which is a company, shall not for a period of two years from the date of termination, transfer, or expiration of this Agreement, or for a period of two years after termination or cessation of such person's relationship with Licensee in such capacity, whichever first occurs, without first having obtained the Licensor's consent, engage in, or participate as, an owner, officer, partner, director, agent or employee in any other business which engages in, or licenses or franchises others to engage in a business training or certifying others in the field of feng shui and space clearing which is substantially similar to INTERIOR ALIGNMENT, unless such right is granted pursuant to a separate agreement with the Licensor.

#### **11. Indemnification.**

Licensee hereby indemnifies, saves and holds Licensor, its successors and assigns, and its parent, subsidiary and affiliated companies and its and their respective officers, employees, partners, joint venturers, and agents, harmless from any and all liability, claims, demands, loss and damage (including, without limitation, reasonable attorneys' fees and court costs) arising from or connected with any claim, demand or action which is inconsistent with any of the warranties, representations or agreements made or assumed by Licensee in this Agreement. Licensee shall reimburse Licensor, on demand, for any payments made by Licensor at any time with respect to the actual amount of any claim, demand or action which is inconsistent with any of Licensee's warranties, representations, covenants or agreements hereunder.

#### **12. Notices.**

The addresses of Licensor for all purposes of this Agreement are set forth below, and the address of Licensee provided electronically upon application for this license, unless notice of a different address is received by the party notified of that different address. All notices from one party to the other party shall be sent to the other party's address by certified or registered mail (return receipt requested) and, where practicable, by facsimile transmission or email with proof of delivery. The date of mailing in accordance with the foregoing provision shall be the effective date of notice, except for notices of a different address.

Licensor: Interior Alignment LLC  
P.O. Box 759  
Paso Robles, CA 93447

Administrative Services: Interior Alignment, LLC  
PO Box 85  
Leechburg, PA 15656

#### **13. Dispute Resolution.**

Any dispute or difference between the parties arising under, out of or relating to the rights granted under this agreement and any subsequent amendments of this contract, except the seeking of injunctive relief, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Los Angeles, CA.

If, and to the extent that, any such dispute or difference has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Expert Determination by either party, be referred to expert determination in accordance with the WIPO Expert Determination Rules. Alternatively, if, before the expiration of the said period of 60 days, either party fails

to participate or to continue to participate in the mediation, the dispute or difference shall, upon the filing of a Request for Expert Determination by the other party, be referred to expert determination in accordance with the WIPO Expert Determination Rules. The determination made by the expert shall be binding upon the parties.

The determination made by the expert shall be binding upon the parties, unless within 30 days of the communication of the determination, the matter referred to expert determination is, upon the filing of a Request for Arbitration by either party, referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Los Angeles, CA. The dispute or difference referred to arbitration shall be decided in accordance with the laws of California.

#### **14. Miscellaneous.**

(a) This Agreement supersedes any and all prior negotiations, understandings and agreements between the parties hereto with respect to the subject matter hereof. Each of the parties acknowledges and agrees that neither party has made any representations or promises in connection with this Agreement nor the subject matter hereof not contained herein.

(b) This Agreement may not be canceled, altered, modified, amended or waived, in whole or in part, in any way, except by an instrument in writing signed by the party sought to be bound. The waiver by either party of any breach of this Agreement in any one or more instances shall in no way be construed as a waiver of any subsequent breach of this Agreement (whether or not of a similar nature). If any part of this Agreement shall be held to be void, invalid or unenforceable, it shall not affect the validity of the balance of this Agreement unless essential to the intended purpose of this Agreement;

(c) This Agreement shall be deemed to have been made in the State of California, USA, and its validity, construction and effect shall be governed by the laws of the State of California applicable to agreements wholly performed therein. Any legal proceedings seeking injunctive relief shall be within the exclusive jurisdiction of the state or federal courts of California. Licensee hereby consents to service of process in any such proceeding by certified mail, return receipt requested. Service shall be deemed effective the 5<sup>th</sup> day following mailing to the address designated by Licensee, or such different address as may have been designated pursuant to Paragraph 10.

(d) Nothing herein contained shall constitute a partnership between or a joint venture by Licensor and Licensee. Neither party hereto shall hold itself out contrary to the terms of this paragraph, and neither party shall become liable for any obligation, act or omission of the other party contrary to the provisions hereof.

(e) Neither party shall be deemed to be in breach of any of their respective obligations hereunder unless and until the party claiming the breach provides the other party specifically of the details of the breach or alleged breach and the party in default shall have failed to cure that breach or alleged breach within thirty (30) days after receipt of that specific written notice from the other party. Notwithstanding the foregoing, in the event Licensee shall fail to correct or cure any breach of this agreement, or a failure to adhere to the Quality Standards and Educational Quality Standards, or any other material breach of this agreement within 10 business days following receipt of notice of breach from Licensor, all rights granted hereunder shall automatically terminate, and Licensee shall have no further rights to continued use of the Marks.

(f) In the event of termination of this agreement, Licensor shall have the right to obtain immediate injunctive relief to enforce the provisions of this agreement following the date of such termination. Licensee will have no further rights in the Licensed Marks and all rights granted by this agreement shall automatically terminate. Licensee is further prohibited from using any of Licensor's Marks or any confusingly similar variation thereof and agrees to abide by the terms of Paragraph 2.

(g) The headings of paragraphs or other divisions hereof are inserted only for the purpose of convenience and reference. Such headings shall not be deemed to govern, limit, modify or in any other



manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof, and they shall not otherwise be given any legal effect;

(h) Wherever the approval or consent of a party is required in this agreement, including, without limitation, in connection with approval of Licensee's proposed usage of the Licensed Marks as provided in subparagraph 3 above, such approval or consent shall neither be unreasonably withheld nor delayed. Either party may require the other to formally give or withhold such approval or consent by giving notice requesting same and by furnishing the other party with the information or material in respect of which such approval or consent is sought. Except where otherwise expressly provided elsewhere in this agreement, the notified party shall give written notice of approval or disapproval of consent or non-consent within ten (10) business days after such notice is received and in the event of disapproval or non-consent, such notice shall contain the specific reasons. Failure to give notice shall be deemed to be consent or approval, as the case may be, with respect to the matter submitted.

(i) Promptly upon Licensor's request, Licensee shall execute and deliver to Licensor all documents deemed necessary or desirable by Licensor to evidence or effectuate the provisions of this Agreement fully.

Licensee: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed documents to be mailed to:

Administrative Services  
Interior Alignment, LLC  
PO Box 85  
Leechburg, PA 15656