



**WHOLE ENERGY BODY BALANCE® (WEBB Bodywork for Pets + WEBB Energywork for Animals)
PRACTITIONER'S LICENSE AND AGREEMENT**

LICENSOR

Whole Energy Body Balance Pty Ltd, 8 Lutana Court, Frankston, VIC 3199, Australia

LICENSEE

Name: _____

Mailing Address: _____

Day Phone: () _____

Eve Phone: () _____

Email: _____

BACKGROUND

Licensor, Whole Energy Body Balance® Pty Ltd (WEBB) has exclusive right to license the use of:
a) Trademarks, copyrights, logos, and designs (collectively, the "Marks");
b) Trade secrets and other intellectual property including manuals and handouts, and all of the skills taught in the trainings: The WEBB Bodywork for Pets practitioner training, and the WEBB Energywork for Animals practitioner training (collectively, the "Body of Work").

Licensee ("LICENSED PRACTITIONER") would like to practice as *Whole Energy Body Balance® Licensed Practitioner* in the form of attending, assessing and treating animals with Whole Energy Body Balance® WEBB Bodywork for Pets and/or WEBB Energywork for Animals for animals belonging to the LICENSED PRACTITIONER'S clients.

This Agreement defines the terms and conditions of the legal relationship between Whole Energy Body Balance® Pty Ltd and LICENSED PRACTITIONER. This is a binding, enforceable legal document. By signing this Agreement, LICENSED PRACTITIONER acknowledges to have read and understood the Agreement, and agrees to all its terms and conditions. Whole Energy Body Balance® Pty Ltd welcomes any questions about this Agreement from LICENSED PRACTITIONER prior to signing.

**LICENSING AGREEMENT FOR WHOLE ENERGY BODY BALANCE® WEBB BODYWORK FOR PETS
AND WEBB BODYWORK FOR ANIMALS PRACTITIONER PRACTITIONERS**

To be considered for qualification to Practice as a *Whole Energy Body Balance® Bodywork for Pets and/or Energywork for Animals* practitioner (depending on which qualifications have been gained), LICENSED PRACTITIONER agrees to do the following:



1. Training: LICENSED PRACTITIONER shall complete the entirety of the Whole Energy Body Balance® WEBB Bodywork for Pets and/or WEBB Energywork for Animals training
 1. LICENSED PRACTITIONER must watch all of the online video content in the online training portal, and spend time practicing all of the skills until competent.
 2. LICENSED PRACTITIONER must attend at least one livestream of the training in its entirety (viewing the recordings is sufficient).
 3. LICENSED PRACTITIONER must Complete all one-on-one sessions included in their training package(s) with the WEBB training team.
 4. LICENSED PRACTITIONER must complete and document case studies of at least three treatments on each of three different animals for each qualification they complete. These case studies must be of an acceptable standard when assessed by the WEBB teaching team. Case studies should be submitted by email.
 5. LICENSED PRACTITIONER will attend and participate in an assessment training for WEBB Bodywork for Pets and/or WEBB Energywork for Animals to prove their competence in the skills. LICENSED PRACTITIONER will submit and/or attend any and all additional requirements requested by Whole Energy Body Balance Pty Ltd to demonstrate their competency if requested.
2. License Fee: LICENSED PRACTITIONER shall submit an annual License Fee to Whole Energy Body Balance® Pty Ltd for use of Marks, Body of Work, and an active global WEBB practitioner listing on www.wholeenergybodybalance.com and other benefits according to the license chosen
3. Communication: LICENSED PRACTITIONER shall keep WHOLE ENERGY BODY BALANCE® PTY LTD informed of her current mailing address, phone number, email address, and working hours/availability so WHOLE ENERGY BODY BALANCE® PTY LTD can update the *Whole Energy Body Balance®* website with current information.
4. Professionalism: LICENSED PRACTITIONER shall practice *Whole Energy Body Balance®* in accordance with high standards of quality and professionalism associated with Whole Energy Body Balance® Pty Ltd, in accordance with all Federal, State and Local Laws and Ordinances in their jurisdiction, and in accordance with policies and guidelines established by Whole Energy Body Balance® Pty Ltd in its Practitioner's Terms of Agreement (stated below).

If LICENSED PRACTITIONER completes the training program(s) and assessment criteria satisfactorily and meets WHOLE ENERGY BODY BALANCE Pty Ltd's criteria regarding ability to practice, Whole Energy Body Balance Pty Ltd will license LICENSED PRACTITIONER to practice WEBB Bodywork for Pets and/or WEBB Energywork for Animals as a licensed Whole Energy Body Balance® practitioner.

Requirements to maintain license:

- Continued payment of annual or monthly license fee;
- Attendance at and active participation as a student in at least one livestream offered by Whole Energy Body Balance® Pty Ltd of WEBB Bodywork for Pets and/or WEBB Energywork for Animals practitioner trainings in each year of holding the license to practice for the relevant qualification(s);
- Maintain an active WEBB practice - i.e. be treating animals on an ongoing basis as a WEBB practitioner.



LICENSED PRACTITIONER'S TERMS AND AGREEMENT

This binding Agreement is committed to establish a high level of quality and professionalism as a Whole Energy Body Balance® Method Practitioner of the WEBB Bodywork for Pets and WEBB Energywork for Animals practitioner trainings.

Failure to adhere to this contract may result in revocation of Whole Energy Body Balance Pty Ltd Practitioner License and termination of all associated benefits.

- LICENSED PRACTITIONER agrees to practice to a high professional standard (this includes keeping accurate and complete clinical records) with kindness and compassion - and not to use any 'tools' that cause pain and fear in dogs such as shock collars or prong collars.
- LICENSED PRACTITIONER agrees to require all new clients to sign the WEBB client consent form for each animal treated.
- LICENSED PRACTITIONER agrees to pay Whole Energy Body Balance® Pty Ltd Practitioner License fee for as long as LICENSED PRACTITIONER is in practice
- LICENSED PRACTITIONER agrees to display *the Whole Energy Body Balance®* name, logo and website on all materials promoting *Whole Energy Body Balance®* treatments or assessments, and only when promoting these treatments or assessments.
- LICENSED PRACTITIONER agrees not to share, copy, lend, or borrow any intellectual property of Whole Energy Body Balance®, including Practitioner training manuals and handouts. LICENSED PRACTITIONER agrees to use the recommended pricing ranges as advised, but may discount treatments at their discretion.
- LICENSED PRACTITIONER agrees not to use the *Whole Energy Body Balance®* name, logo or other marks to promote any Treatment which does not consist of 100% processes and practices from the WEBB method.
- LICENSED PRACTITIONER understands that LICENSED PRACTITIONER is not an employee of Whole Energy Body Balance® Pty Ltd. LICENSED PRACTITIONER status as a Licensed Whole Energy Body Balance® method Practitioner is an independent position. This agreement does not constitute a partnership, joint venture, or an employee-employer relationship.
- LICENSED PRACTITIONER understands they may discontinue the Whole Energy Body Balance® Pty Ltd Practitioner License at any time, provided LICENSED PRACTITIONER gives 30-day notice of intent to discontinue, and that LICENSED PRACTITIONER does not offer or perform WEBB treatments during any time in which the Whole Energy Body Balance® Pty Ltd Practitioner License has been discontinued. LICENSED PRACTITIONER understands she will not receive a credit or refund of any License Fees paid if License is discontinued during License Term.
- LICENSED PRACTITIONER understands Whole Energy Body Balance® Pty Ltd may terminate LICENSED PRACTITIONER'S License if LICENSED PRACTITIONER does not adhere to the above terms and conditions.
- LICENSED PRACTITIONER understands that this agreement supersedes any contrary information or policies that may be in the practitioner training materials.

LOGO AND USE OF OTHER Whole Energy Body Balance® Pty Ltd TRADEMARKS

LICENSED PRACTITIONER may use the *Whole Energy Body Balance® method* name and logo and the statement "*Licensed Whole Energy Body Balance® method practitioner*" only in conjunction with LICENSED PRACTITIONER'S own name, and only in relationship to *Whole Energy Body Balance® method* treatments or assessments. No other treatments or written materials may be



Whole Energy Body Balance

promoted under the Whole Energy Body Balance® Pty Ltd or *Whole Energy Body Balance® method* name, logo or other Marks without permission from Whole Energy Body Balance Pty Ltd.

This Agreement does not permit LICENSED PRACTITIONER to teach the Whole Energy Body Balance® Body to their clients, with the exception of WEBB Somatic relaxation technique (if qualified in WEBB Bodywork for pets) and/or WEBB Colourwork (If qualified in WEBB Energywork for Animals).

Only official *Whole Energy Body Balance® method* LICENSED TEACHERS, as certified by Whole Energy Body Balance Pty Ltd may teach others how to practice *Whole Energy Body Balance® method* including any concepts and/or work belonging to Whole Energy Body Balance® Pty Ltd (apart from the exceptions noted prior).

LICENSE AGREEMENT

Whole Energy Body Balance® Pty Ltd (“Licensor”) grants LICENSED PRACTITIONER (“Licensee”) non-exclusive rights for use of the Marks and Body of Work for the purpose of presenting and promoting *Whole Energy Body Balance® method* treatments and/or assessments. Licensee will pay an annual License Fee for this right. Details of fees are listed under “License Fees” below.

Offering treatments of any of the Whole Energy Body Balance® method skills and practices from the qualification(s) gained (“The Body of Work”) within a LICENSED PRACTITIONER’S own business, coaching and teaching, and/or presenting (in ANY professional or public capacity) requires a current active practitioner license and completion of all the certification requirements.

The License alone does not grant the right to practice the Body of Work. The active license must be accompanied by documented completion of all practitioner certification requirements.

All intellectual property created by Whole Energy Body Balance Pty Ltd shall remain the exclusive property of Whole Energy Body Balance Pty Ltd.

LICENSE TERM

The License will be valid from the signature date until cancellation by either Whole Energy Body Balance Pty Ltd or LICENSED PRACTITIONER in writing.

LICENSE FEES

The License Fee may be paid in monthly instalments or annually.

The fees are as follows:

WEBB Practitioner License

- Entitles the LICENSED PRACTITIONER to use the *Whole Energy Body Balance® method* Marks and Body of Work to promote WEBB treatments and/or assessments
- Entitles the LICENSED PRACTITIONER to a practitioner listing on www.wholeenergybodybalance.com as a licensed WEBB practitioner – with a bio of up to 500 words, an image, links to your website(s), contact details, availability etc.



- Entitles the LICENSED PRACTITIONER to one free attendance to a livestream of the training(s) they are qualified in each calendar year
- Entitles LICENSED PRACTITIONER to earn commissions of 15% on sales of all online training products offered by Whole Energy Body Balance® Pty Ltd (you must apply by email to become an affiliate).
- Fees are \$110 AUD/year, if paid annually ongoing
- Fees are \$11 AUD/month if paid monthly ongoing for a single qualification
- Fees will automatically renew annually or monthly unless LICENSED PRACTITIONER gives written notice to Whole Energy Body Balance® Pty Ltd 30 days prior to renewal, that LICENSED PRACTITIONER does not wish to renew.

PAYMENT OF LICENSE FEES

By signing this Agreement, the LICENSED PRACTITIONER is making a commitment to pay an annual fee, either as a one-time payment or in monthly instalments. Payments may be made by pre-authorized, recurring credit card payments.

TERMINATION OF MONTHLY PAYMENTS

Should the LICENSED PRACTITIONER decide to terminate the Agreement, the LICENSED PRACTITIONER must notify WHOLE ENERGY BODY BALANCE® PTY LTD in writing at least 30 days in advance. Upon notification, WHOLE ENERGY BODY BALANCE® PTY LTD will stop automatic payments. Once the Agreement is terminated, LICENSED PRACTITIONER will no longer have the right to refer to herself as a "Licensed *Whole Energy Body Balance*® method practitioner", nor to use the Marks, Body of Work for the purpose of performing or promoting *Whole Energy Body Balance*® treatments and/or assessments. To be reinstated as a Practitioner the LICENSED PRACTITIONER must reinstate the annual or monthly payments. If the LICENSED PRACTITIONER decides to terminate the Agreement and have paid the annual fee, Whole Energy Body Balance® Pty Ltd will not refund any portion of that fee.

MISSED OR DELINQUENT PAYMENTS

If Whole Energy Body Balance® Pty Ltd does not receive a monthly payment due to insufficient funds, closed account, declined card, or stop payment, you will receive a written notice with the amount due upon receipt. Automatic monthly payments will continue as scheduled. Missing two monthly payments due to insufficient funds, closed account, declined credit card, or stop payment during one License Term shall be grounds for immediate termination of the Agreement.

LIABILITY RELEASE AND INDEMNIFICATION

Whole Energy Body Balance® Pty Ltd will not be held liable for any claims, demands, injuries, actions, or causes of actions to any client offered treatments or assessments by LICENSED PRACTITIONER and/or arising out of or connected to the facility, or organizers of the treatments or assessments. LICENSED PRACTITIONER shall indemnify and hold WHOLE ENERGY BODY BALANCE® PTY LTD harmless from, and shall defend WHOLE ENERGY BODY BALANCE® PTY LTD against any claim asserted against WHOLE ENERGY BODY BALANCE® PTY LTD for losses, injuries, or damages caused by LICENSED PRACTITIONER'S act or omission to act and/or the acts of omissions of employees, contractors, or agents of LICENSED PRACTITIONER.

CHANGES, MODIFICATIONS AND WAIVERS



Any change or amendment to this Agreement must be made in writing and signed by Whole Energy Body Balance® Pty Ltd and LICENSED PRACTITIONER.

TERMINATION

Should LICENSED PRACTITIONER fail to satisfy the terms of this Agreement, or should LICENSED PRACTITIONER fail to otherwise maintain the standards expected by Whole Energy Body Balance® Pty Ltd at the entire discretion of Whole Energy Body Balance® Pty Ltd, then Whole Energy Body Balance® Pty Ltd will provide the LICENSED PRACTITIONER a written notification identifying such breach of agreement or standard of performance. If LICENSED PRACTITIONER fails to bring practices into conformance with the standard communicated within the 30 day period, WHOLE ENERGY BODY BALANCE® PTY LTD reserves the right to terminate the Agreement.

In the event that WHOLE ENERGY BODY BALANCE® PTY LTD terminates this Agreement due to failure by LICENSED PRACTITIONER to satisfy the terms and conditions of this Agreement, LICENSED PRACTITIONER agrees that WHOLE ENERGY BODY BALANCE® PTY LTD will not be liable for any direct or consequential damages as a result of such termination. LICENSED PRACTITIONER may terminate this Agreement with 30 days advanced written notice. This can be sent to Whole Energy Body Balance Pty Ltd, 8 Lutana Court, Frankston, VIC 3199, Australia. No refund of License Fee will be issued.

GOVERNING LAW

This agreement shall be governed by the laws of Australia and the State of Victoria. Any dispute arising from this agreement shall be adjudicated in the proper venue within the State of Victoria.

MUTUAL INDEMNIFICATION

Each Party (an "Indemnifying Party") agrees to indemnify, defend and hold the other Party, its officers, directors, employees, affiliates, agents, successors and assigns (each an "Indemnified Party" and collectively, the "Indemnified Parties") harmless from and against any and all claims, damages and liabilities whatsoever, asserted by any third person or entity against any of the Indemnified Parties based on intellectual property infringement associated with Indemnified Party's use of the other Party's intellectual property as contemplated under this Agreement, including but not limited to trademarks, copyrights, patents or trade secrets. Such indemnification shall include, without limitation, the payment of all reasonable attorneys' fees and other losses, costs, damages and expenses incurred in defending any such claims.

PRIVACY POLICY

WHOLE ENERGY BODY BALANCE® PTY LTD understands and honours LICENSED PRACTITIONERS' rights to keeping their personal information private. Any information provided to WHOLE ENERGY BODY BALANCE® PTY LTD is kept confidential and will be used only for its intended purposes to promote LICENSED PRACTITIONERS' business on the *Whole Energy Body Balance® method* website if LICENSED PRACTITIONER chooses to promote her classes in this way.

Personal information WHOLE ENERGY BODY BALANCE® PTY LTD collects may be stored and processed in and transferred between any of the countries in which WHOLE ENERGY BODY BALANCE® PTY LTD operates. Please note, personal information submitted for publication on the *Whole Energy Body Balance®* website will be published on the Internet and may be available around the world.



SEVERABILITY

The parties agree that should any provisions of the Agreement be determined to be invalid or unenforceable, such determination shall not affect any or all of the other terms and provisions of this Agreement, which shall continue in force and effect.

This agreement is effective as of: (MM/DD/YEAR) _____

LICENSED PRACTITIONER SIGNATURE _____

PRACTITIONER Qualifications – please initial each one that you are qualified in.

- Whole Energy Body Balance Method Bodywork for Pets
-

- Whole Energy Body Balance Method Energywork for Animals
-

CONTACT INFORMATION:

Whole Energy Body Balance Pty Ltd

8 Lutana court, Frankston, VIC 3199

OR EMAIL TO: dredward@thehealingvet.com

Licensed WEBB Practitioner Benefits

The WEBB Name and Logo – Permission to use *Whole Energy Body Balance* ® name and logo to promote yourself as an *Whole Energy Body Balance* ® Practitioner.

Whole Energy Body Balance ® **Body of Work** – Permission to practice as a WEBB practitioner

Wholeenergybodybalance.com Profile Page – Receive global visibility to help you attract new participants by posting your name, photo, biography, and dates, times, and location of your practice on WholeEnergyBodyBalance.com.

Logos, Photos, Handouts and Flyers – Download tools to support your practice marketing.

Media – Articles, videos and interviews to support your growth as a practitioner.

Whole Energy Body Balance® **additional online courses**– Contact us at dredward@thehealingvet.com to see if this is right for you.