

AGREEMENT

1. The contents of this Manual are copyright under the Berne Convention. Furthermore, Copyrights Act, No 98 of 1978 ("the Act"), as amended, applies. In terms of the Act no part of this Manual may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording or by any information storage and retrieval system, without written permission from the Author.

2. This is to confirm that Ms. D Howes residing at 221 Columbine Ave Mondeor, Johannesburg RSA (hereinafter referred to as "Ms. Howes"), is the inventor, proprietor, originator, and principal owner of the LRRH reconditioning technique (**Hypnotherapeutic story telling and projective drawing technique**) and specialises in training practitioners in the technique (hereinafter referred to as "the Technique").

3. Ms. Howes shall have all the rights, title and interests in the Technique, including, but not limited to:
 - (i) any right, title and interest in any patents, trademarks, and/or copyrights that may arise from past, present, and future activities relating to the Technique, including any promotion, commercialization, or exploitation thereof;
 - (ii) any training and instructional materials associated with the Technique, including the assignment of any copyright rights associated therewith;
 - (iii) any certification standards and materials, including exclusive authority to train, monitor, and certify instructors;
 - (iv) sole and exclusive authority to sanction, regulate, and monitor application centres and/or instructional centres in the Technique, including, but not limited to, franchising said application centres and/or instructional centres;

- (v) sole and exclusive authority to the commercialization, exploitation, coordination, promotion, marketing, and advertising, offering for sale, and/or the Technique;
 - (vi) sole and exclusive authority to train, certify and license instructors in the Technique, and to revoke any prior certifications or licenses from any instructors whose practices deviate from, or are not in concert with, the methodologies and practices promulgated by Ms. Howes or whose practices are deemed detrimental to the promotion, commercialization, and/or exploitation of the Technique;
 - (vii) sole and exclusive authority to train, certify and license Practitioners deemed to be qualified and attesting to the adherence to the Technique, and to revoke any prior certifications or licenses from any Practitioners whose practices deviate from, or are not in concert with, the methodologies and practices promulgated by Ms. Howes or whose practices are deemed detrimental to the promotion, commercialization, and/or exploitation of the Technique;
 - (viii) sole and exclusive authority to protect all rights and interests in the Technique Worldwide, including but not limited to, the right to file a civil action in any cause of action that arises from or pertains to the Technique, or any of the associated rights conveyed herein; and
 - (ix) sole and exclusive authority to conduct and administer, or have conducted or administered, and to monitor or have monitored, Instructor and/or Practitioner training certification programmes.
4. Ms. Howes shall be fully responsible for the promotion, commercialization, and exploitation of the Technique Worldwide, and shall have the right to file any patents, trademarks, and/or copyrights associated therewith. Ms. Howes have the rights to any equipment, training materials, promotional materials, certifications, instructions, including the sole right and responsibility for the formulation, development, certification, sanctioning and monitoring of the Technique by application centres and instructional centres, with full authority to protect

any and all interests in the Technique, including the right to bring suit for causes of action detrimental to said promotion, commercialization, and exploitation of the Technique.

5. The practitioner of the Technique shall not make or give any promises, guarantees, representations or warranties on behalf of Ms. Howes in relation to any sale of any Technique or its exploitation and will not make nor give the same on its own behalf save to the extent that such has been authorised by Ms. Howes.
6. The practitioner who has qualified to practice and conduct the Technique shall only use the Technique within his/her own field of expertise.
7. Ms. Howes has designed the training programmes which shall be completed by the practitioner before the practitioner can practise the techniques. The practitioner acknowledges and agrees to indemnify and keep indemnifying Ms. Howes from any and all loss, liability, damage, claim made by any third party, cost and expense (including without limitation reasonable attorneys fees) arising from or in connection with the Technique; including but not limited to, any claims, express, implied or statutory made by him or her or anyone else as to the efficacy or safety or use of the Technique. Notwithstanding what is set out elsewhere in this Agreement, it is specifically recorded that Ms. Howes shall not be liable for any consequential loss or damage of whatsoever nature or howsoever arising.
8. This Agreement shall be deemed separable and if any portion or provision hereof shall, for any reason, be held to be invalid, illegal or unenforceable in any request, such invalidity, illegality or unenforceability shall not affect any other portions or provisions of this Agreement which shall remain in full force and effect. If any one or more of the provisions contained in this Agreement should for any reason be held to be excessively broad as to time, duration, geographic scope, activity or subject, it shall be construed, by limiting and reducing the respective provision, so as to be enforceable to the extent compatible with the applicable law as it shall then exist.

9. No amendment, change, modification or alteration of the terms and conditions of this Agreement shall be binding upon either party unless in writing and signed by the parties hereto.
10. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.
11. This Agreement shall be deemed to be made pursuant to and shall be construed in accordance with the laws of the Republic of South Africa, the courts of which shall be competent to hear all disputes arising out of this Agreement.
12. This Agreement does not constitute any Party to the agent of the other, nor create a partnership, joint venture or similar relationship between the Parties.

DATED AND SIGNED AT _____ on this ____ day of _____ **20**

Date: _____

Ms. Howes

Date: _____

Name

Signed: -----

