

X-Hail® Licence Agreement

This agreement is made between The Parties:

X-Hail Meditation Ltd (“The Company”, “We”, “Us”, “Our) Registered office: 42 Sandy Lane, Lymm, WA139HQ & **THE PURCHASOR OF THIS TRAINING PACKAGE** (“Member”, “You”, “Your”)

Each is referred to as “a party” and together “the parties”

Introduction

1. X-Hail Meditation Ltd offers, via a network of instructors (“X-Hail® Instructors”), a unique range of classes and workshops (“the X-Hail® business”), which support individuals to achieve optimal wellbeing on a physical, emotional and spiritual level.
2. Charlotte Collins has developed the X-Hail® business which is carried on under the trade names: X-Hail® Sessions, X-Hail®: The Extended Chill, X-Hail® and Shine, X-Hail®’s Digital Detox; X-Hail® Minis; X-Hail® Kids; X-Hail® Teens; Calm By X-Hail® ; X-Hail® Fit; X-Hail® Breathe and any other brands or trade-marks as may be added from time to time.
3. Charlotte Collins is the exclusive owner of all intellectual property rights (IPR), including the trademarks, associated with the X-Hail® business.
4. You wish to become an X-Hail® Instructor and X-Hail Meditation Ltd wishes to provide you with training and grant you the rights to offer individual products and services from the X-Hail® business (“your X-Hail® programmes”) as defined in this agreement, within the Territory and as laid out in the Operating Manual.
5. By purchasing the training package the parties agree as follows:

1. Defined terms

1.1 “Confidential Information” means all information relating to the X-Hail® business, the system, the IPR and any other information of a confidential nature pertaining to the X-Hail® business, us, our directors, owners or affiliates.

1.2 “The X-Hail® business” means the business of X-Hail Meditation Ltd which is currently providing training and granting licensing rights to operate meditation classes, workshops and services.

1.3 “Your X-Hail® programmes” means the administration, promotion and teaching of classes and workshops using the formats X-Hail® Sessions; X-Hail®: The Extended Chill; X-Hail® and Shine; X-Hail® Digital Detox; X-Hail® Minis; X-Hail® Kids; X-Hail® Teens; Calm By X-Hail® ; X-Hail® Fit; X-Hail® Breathe; to participants within the defined Territory in accordance with our training, and the System.

1.4 “IPR” are the intellectual property rights granted to you by X-Hail Meditation Ltd to enable you to carry out your X-Hail® programmes. These IPR include without limitation trademarks, brands, design, copyright, confidential information, know-how, methods, systems, data, documents or research.

1.5 “The Operating Manual” is the X-Hail® operating system for your operation of your X-Hail® programmes (as updated by us from time to time).

1.6 “The System” means your X-Hail® programmes conducted in accordance with the Operating Manual and with the benefit of the IPR.

1.7 “The Territory” the area within which you are permitted to operate your “X-Hail® programmes” as defined in clause 8.

2. Licence rights granted

2.1 We hereby grant you, for the duration of this agreement and subject to its terms and conditions, the exclusive right to operate your X-Hail® programmes in accordance with the System within the Territory, and upon full certification as an X-Hail® Instructor, the right to offer one to one education and support utilising all of your training to individual clients in their own home.

2.2 The rights granted are personal to you and may not be assigned, transferred, sub-contracted or delivered by anyone other than you.

2.3 You shall not hold yourself out as an employee or agent of X-Hail Meditation Ltd and in all communications related to the business shall state that you are an "individual member of X-Hail®".

3. Commencement and duration

3.1 This agreement shall commence on the day of signing and shall continue until terminated in accordance with clause 12.

4. Initial training

4.1 We shall provide you with the training required to operate your X-Hail® programmes in accordance with the System.

4.2 The fee for the initial training is shown in clause 8.

4.3 The initial training shall encompass the following modules:

X-Hail® Foundations

X-Hail® Online

4.4 If on completion of your training you do not meet our minimum standards then we have the right, but not the obligation, to extend the training period.

4.5 If we come to the conclusion, acting reasonably, that even with additional training you are unlikely to reach our minimum standards or if after further training we feel that you are not going to achieve our minimum standard in a reasonable time frame we may terminate this agreement in accordance with clause 12.

5. X-Hail Meditation Ltd obligations

5.1 We shall provide you with the initial training in accordance with clause 4. We shall provide you with the Operating Manual. We shall keep the Operating Manual up to date with any changes to the System and notify you of such changes. Whilst licence is maintained we shall also provide you with:

5.1.1 Access to the teacher's community support forums.

5.1.2 A professional profile listing on the company's website.

5.1.3 Dedicated email address for use in relation to the X-Hail® business if purchased by You.

5.1.4 Access to the approved marketing materials for advertising within the Territory.

5.1.5 Advice and guidance relating to the operation of the System.

- 5.1.6 Reasonable facilities for consultation with us in connection with problems relating to the System.
- 5.1.7 Additional training in relation to changes to the System (with the you bearing any reasonable costs to be agreed in advance).
- 5.1.8 Ability to attend annual conference, to which all members are invited, at a time and location to be determined by the company.
- 5.1.9 Additional support in the event of booking a large or significant event.

6. Your obligations

6.1 You shall:

- 6.1.1 Attend the initial training in accordance with this clause 4.
- 6.1.2 Complete any ongoing CPD as we may reasonably require.
- 6.1.3 Maintain the highest levels of professional conduct and standards of service in relation to the delivery of your X-Hail® programmes.
- 6.1.4 Promote the goodwill and uphold the positive image of X-Hail® and X-Hail Meditation Ltd.
- 6.1.5 Operate the your X-Hail® programmes in accordance with the current Operating Manual and System.
- 6.1.6 At all times promote the trademarks and your X-Hail® programmes in accordance with the System.
- 6.1.7 Deliver all classes and workshops only in accordance with the training and class plans supplied by us.
- 6.1.8 Ensure that information relating to participants of your X-Hail® programmes is collected in accordance with the Operating Manual and processed and stored in accordance with the Data Protection Act 1998 and GDPR Regulations 2018.
- 6.1.9 Comply with all legal requirements relating to the operation of your business including, but not limited to, obtaining and maintaining appropriate insurance (public and professional) to not less than 2 million pounds. For the avoidance of doubt, we shall not accept liability if you operate without insurance.
- 6.1.10 Become International Practitioners of Holistic Medicine (IPHM) registered, comply with any other such professional accreditation we may reasonably require.
- 6.1.11 Occasionally, as we may be reasonably request that X-Hail® instructors in training join your classes or workshops as observers in order to enhance their learning.
- 6.1.12 Operate within the limits of the Territory, only marketing directly within your defined territory. Any operating or marketing outside the territory must be authorised by the leadership team.
- 6.1.13 Comply with our confidentiality requirements (see clause 13). Please note this requirement survives beyond the duration of this agreement.

6.1.14 Comply with all requirements for payment in accordance with clause 7.

6.1.15 Ensure all charges are set within the recommended price ranges for each class and workshop as defined in the Operations manual.

6.1.16 Notify Charlotte Collins, company director, in the event of planning or booking a large event with an expected attendance number of over 100; or any corporate event regardless of the number. X-Hail Meditation Ltd reserve the right to attend on your behalf, provide content and/or take ownership for the booking.

6.1.17 Notify Charlotte Collins, company director, in the event of any request for content or interview relating to X-Hail® or meditation, from any media outlet. X-Hail Meditation Ltd reserve the right to attend on your behalf, provide content and/or take ownership for the booking.

6.2 You shall not:

6.2.1 Copy, duplicate or disseminate any part of the Operations Manual without our prior written agreement.

6.2.2 Add your own content to any part of your X-Hail® programmes.

6.2.3 Use the X-Hail® name in relation to other programs, classes, meet-ups, groups etc. that you offer.

6.2.4 Begin running your programmes until:

6.2.4.1 The initial training has been completed to our satisfaction.

6.2.4.2 Our stage certificate has been awarded.

6.2.4.3 You have obtained insurance (see clause 6.1.9).

6.2.5 At any time during this agreement be under membership, license or franchise agreement with any other business that could be said to compete with the X-Hail® business without our prior express written permission.

6.2.6 At any time during this agreement be in private practice or be a partner, director or similar with any other business that could be said to compete with the X-Hail® business without our prior express written permission.

6.2.7 At any time during this agreement facilitate any other Meditation or Mindfulness classes or training without our prior express written permission.

6.2.8 At any time during this agreement engage in any other business that could be said to compete with the X-Hail® business without our prior express written permission.

6.2.9 If you have any doubt as to whether your activities may be in breach of this agreement you shall consult with us and obtain prior permission.

7. Payment

7.1 Details of the initial training fee and licence fees are provided in clause 8.

7.2 All invoicing and payments shall be processed using our payment processing service as per the agreed schedule on your training invoice and below or by other suitable means as agreed between the parties.

7.3 It is your responsibility to notify us immediately of any change to banking details that may affect your monthly subscription payments. You shall also notify us immediately if you cancel any agreed payments.

7.4 We are not liable for any bank charges incurred by you.

7.5 We reserve the right to review licence fees and implement reasonable increases should they be required. On any occasion this is implemented we shall provide three months' notice.

7.6 Any arrears in licence fees must be paid within 30 days of the date on which they became due. Failure to do so may result in licence benefits being placed on hold or this agreement being terminated.

7.7 Licence fees shall be paid irrespective of whether or not you are delivering your X-Hail® programmes for the duration of your contract. For the avoidance of doubt you shall continue to pay your licence fees if you are off sick, working elsewhere or, subject to clause 7.8, are on maternity leave.

7.8 Up to three months licence shall be waived if you are taking a break from delivering your X-Hail® programmes due to a maternity break. You shall provide 30 days' notice to confirm the dates between which you would like the membership fee to be waived.

8. Licence particulars

Agreed teaching territory	<i>ONLINE and across the UK, excluding any area that is held by a founding X-Hail instructor with protected teaching territory. (Currently Liverpool; Staffordshire South & East; Wirral; Wigan & West Lancs. Further details of the small number of protected teaching territories can be requested by contacting hello@x-hail.org and will be discussed with you prior to commencement of the course where necessary)</i>
Population of exclusive territory, if applicable	<i>N/A</i>
Agreed trading name for exclusive area, if applicable	<i>X-HAIL® with YOUR NAME</i>
X-Hail® Licence Duration and terms	<i>1 Year licence included with training fee. To extend licence you are expected to pay applicable membership fee which is currently £150P/A but subject to change.</i>
Agreed teaching targets	<i>A minimum continuity of one X-Hail® Sessions class to be offered within any 3 month period.</i>

9. Performance Development Review

9.1 At a mutually convenient date 1 year after the course start date we shall arrange a performance development review.

9.2 Thereafter, we are entitled, but not obliged, to carry out a regular performance review of the delivery of your X-Hail® programmes. We shall determine the nature and frequency with a view to maintaining high quality of service delivery without causing you undue disruption. Any costs shall be minimised and each party shall bear their own costs.

10. Variation

10.1 You acknowledge that the methods and practices of the X-Hail® business are continually evolving and improving and by entering in to this agreement you agree to adopt such changes as we may reasonably introduce into this agreement, the running of your X-Hail® programmes or your operation of the System.

10.2 In the event that changes are required to this agreement, the Operating Manual or other documentation or recommended practice, we shall notify you of any such changes by email using your X-Hail® email address.

10.3 This agreement may also be varied by written agreement by both parties.

10.4 If you were to move house more than 25 miles (with a named utility bill from new address) it may be possible to change the Territory should there be a suitable area available.

10.5 In order to protect our brand X-Hail Meditation Ltd and company director reserve the right to book, receive payment for and attend significant or large events e.g. TV/Radio; print media; festivals regardless of location.

11. Licence termination

11.1 If, after initial training or, where appropriate, after further training we feel that you are not going to achieve our minimum standard in a reasonable time frame we may terminate this agreement with immediate effect.

11.2 This agreement may be terminated at any time by agreement by both parties. The notice period shall be a minimum of three months unless agreed otherwise in writing.

11.3 Either party may, by providing three months' written notice, terminate this agreement with effect from any time **after 2 years from the course start date**. If the request originates from the member it should be emailed to hello@x-hail.org. If the request originates from X-Hail Meditation Ltd it shall be emailed to your X-Hail® email address.

11.4 We may terminate the agreement if there is any breach of the terms of the agreement and/or contents of the Operations Manual. In material cases such as a breach of clauses including but not limited to 6.1.4, 6.1.9, 6.2.5, 6.2.6, 6.2.7, 6.2.8, and 13 we may terminate this agreement with immediate effect. In the cases of more minor breaches of this agreement which can be remedied, such as poorer than expected performance discovered during a performance review, notification and reasonable requests for correction shall be issued. If, in our reasonable opinion, such a breach has not been or cannot be remedied we may terminate the agreement.

11.5 We may terminate your licence if any payments remain unpaid for longer than a 14 day period.

11.6 In the event of termination, the following obligations apply:

11.6.1 You must immediately cease the operation of your X-Hail® programmes.

11.6.2 You must forthwith return any materials that are requested by us which are associated with the operation of your business (including but not limited to: uniform; manuals; media).

11.6.3 You must cease using any and all social media used in the name of X-Hail®, remove any adverts or listings online and not online, and send any data as may be requested regarding the performance within the Territory.

11.6.4 You must comply with your obligations in relation to our Confidential Information.

11.6.5 You may not use any of the trademarks, intellectual property, format or contents that belong to us, or claim to be our member or otherwise associated with us.

11.7 Unless otherwise agreed in writing, you must not, for a period of 12 months following termination of this agreement, within the Territory directly or indirectly be engaged, concerned with or have an interest in a business similar to us or any programs offered by our affiliates or us.

12. Confidentiality

12.1 You shall receive and hold the Confidential Information in the strictest confidence and to take all reasonable security precautions in the safekeeping of the Confidential Information and in preventing its unauthorised disclosure to third parties, applying no lesser security measures to it than to your own confidential information.

12.2 You shall not disclose the Confidential Information to any third party without our prior written consent (excluding professional advisers who are bound by client confidentiality obligations).

12.3 You shall not make copies of the Confidential Information except with our prior written consent and you shall not to copy or store the Confidential Information electronically or transmit it outside your usual place of business.

13. Acknowledgements and Intellectual Property Rights

13.1 You hereby acknowledge our exclusive rights to operate the System and our right to grant any other person a membership agreement and territory, the ability to grant permission for others to use the trade-marks and IPR, and to amend and modify the same by variation, addition, renewal, substitution or otherwise and to revise the System accordingly.

13.2 You hereby acknowledge that in giving advice to you, assisting you to establish your X-Hail® programmes, recommending equipment and materials and assessing your suitability as a member we have based our recommendations on experience actually obtained in practice. We do not give guarantee or warranty with regard to such matters or generally in connection with sales, profitability or any other aspect of your business, or how your X-Hail® programmes will perform in any particular territory.

13.3 You shall not make copies of the Confidential Information except with our prior written consent and you shall not to copy or store the Confidential Information electronically or transmit it outside your usual place of business.

13.4 You hereby acknowledge that all educational segment structure, X-Hail® specific slogans, tools, methods, class format, workshop format and class descriptions as used in the delivery of your X-Hail® programmes are under copyright by X-Hail Meditation Ltd and in the event of termination of this

agreement (after the 12 month period has elapsed) you may not use any of the aforementioned materials.

13.5 We retain all IPR in the X-Hail® business at all times and for all purposes.

13.6 Nothing contained in this agreement is to be construed as granting or conferring any rights by licence or otherwise, expressly or by implication, before or after the duration of this agreement.

14. Warranties

14.1 You shall make no statement, representation or claim to any person in respect of your X-Hail® programmes or the System other than those specifically authorised in the Operations Manual. You shall not give what could be in any case deemed medical advice and will always commit to referring to the appropriate health care provider and/or seeking the advice of X-Hail Meditation Ltd.

15. Force Majeure

15.1 Neither party shall be liable to the other for any delay or non-performance of its obligations under this agreement arising from any cause or causes beyond its control – including but not limited to: Act of God, act of government or regulatory authority, war, fire, flood, explosion or civil commotion, failure of the internet. If such delay or non-performance arising from such cause or causes persists for longer than 60 days either party may terminate this agreement on written notice to the other without incurring any further liability under its terms.

16. Dispute resolution and applicable law

16.1 As far as possible any dispute arising in relation to this agreement shall be resolved informally by the parties acting reasonably in the circumstances.

16.2 This agreement and all rights and obligations of the parties shall be governed and construed in accordance with British law and the parties hereby submit to the exclusive jurisdiction of the UK courts.

17. Our remedies

17.1 You acknowledge that any breach of this agreement could cause injury to us and that monetary damages may not be an adequate remedy. In the event of a breach or threatened breach by you, or by any of your employees, agents, sub-contractors or other associates, we shall be entitled to interdict or injunctive relief in any court of competent jurisdiction and you shall reimburse us for any costs, claims, demands or liabilities arising directly or indirectly out of such a breach. Nothing contained in this agreement shall be construed as prohibiting us from pursuing any other remedies available to us for a breach or threatened breach.

18. Survival

18.1 Your obligations under clauses 11 (Termination), 12 (Confidentiality) and 13 (IPR) and our rights under clause 17 (Our remedies) shall survive the termination of this agreement.