

Magdalena Healing

Practitioner Program

Sai Maa, LLC

757 E 20th Ave., Suite 370 #570, Denver, Colorado 80205
support@magdalenahealing.com, 303-996-0123

Magdalena Healing Society Membership Agreement

Sai Maa, LLC recognizes in order to develop a long-term and mutually rewarding relationship with those individuals who have successfully completed the first part of the curriculum for its *Magdalena Energy Practitioner Certification Program* (the “Program”), everyone must acknowledge and respect the true partnership nature of the relationship, not only in legal terms as set forth in this Agreement, but also in spirit and essence. The parties acknowledge that the Program is intended to train participants to work directly with the Magdalena Healing Energy frequencies (the “MHE Frequencies”) as brought forth by Her Holiness Sai Maa for global enlightenment.

In the spirit of mutual respect and partnership, Sai Maa, LLC commits to: (1) providing and maintaining professional standards for the Program and for the practice and teaching of the MHE Frequencies; (2) providing courteous services to those who have successfully completed the first part of the curriculum for the Program and have been accepted as members in the **Magdalena Healing Society** (the “MH Society”); (3) providing the highest quality services, trainings, and products at fair and reasonable prices; (4) providing initial training and continuing training in the MHE Frequencies; and (5) supporting and protecting the integrity of the Program, the MH Society, and the MHE Frequencies.

In return, Sai Maa, LLC expects MH Society members will: (1) conduct themselves in an honest, courteous, and ethical manner; (2) present Sai Maa, LLC’s services, products, and trainings in an accurate and professional manner; (3) not make inappropriate, illegal, or unethical healing and curing claims or statements regarding the Program, the MH Society, or the MHE Frequencies; and (4) support and protect the integrity of the Program, the MH Society, and the MHE Frequencies.

Now therefore, the parties agree to the following terms and conditions:

I. RIGHTS GRANTED

Sai Maa, LLC hereby grants to membership in the MH Society (“Member”). Such membership grants Member a non-exclusive right upon the terms and conditions contained herein, as well as in the Program, in the

Program's policies and procedures, guidelines and other MH Society and Sai Maa, LLC documentation to identify herself/himself as a Magdalena Healing Society Member and to use the MH Society Logo and acronym "MHSM" which stands for Magdalena Healing Society Member. Further, subject to Paragraph 10 below, Member is granted the right to use such identification in (i) Member's business, including business cards, letterhead, websites, and marketing materials, (ii) to participate in continuing education and training opportunities offered by Sai Maa, LLC, and (iii) to be listed on the magdalenahealing.com website as a Magdalena Healing Society Member.

Member acknowledges that he/she has only completed the first part of the curriculum for the Program and as a result, is not eligible to become a Certified Magdalena Energy Practitioner. **Therefore, this Agreement only grants Member the right to integrate the MHE Frequencies within the existing structure of Member's practice or business. Member agrees and understands that he/she is expressly prohibited from using the MHE Frequencies in a stand-alone Magdalena Energy session with an individual, in a group, or teaching and/or training others in the MHE Frequencies.** Notwithstanding the foregoing, Member may use the MHE Frequencies in a group setting provided Member has received prior approval from the director of the Program (the "Program Director").

2. TERM

The term of this Agreement shall commence on the date provided at the end of this Agreement and shall continue in effect for three (3) consecutive years thereafter ("Initial Term").

3. EXTENSION OF TERM

Sai Maa, LLC, in its sole discretion, shall have the right and option to automatically renew the Initial Term on the same terms and conditions as set forth herein, for an additional three (3) year period ("Extended Term"), provided Member is in full compliance with this Agreement and has met all other requirements promulgated by the MH Society and/or Sai Maa, LLC to maintain membership in the MH Society. If Member is in full compliance as set forth in the previous sentence, then the Extended Term will commence automatically on January 1st of the fourth year following the date provided in the signature section of this Agreement. For example, if Member signs this Agreement on March 9, 2018, the Renewal Term will commence on January 1, 2022. Further, Sai Maa, LLC shall have the right and option to extend the Extended Term in the same manner as set forth above for additional successive three (3) year periods ("Successive Terms").

4. MEMBERSHIP REQUIREMENTS AND COMPLIANCE

Member agrees to abide by and comply with the Program's Standards of Practice, Scope of Practice, Ethical Guidelines, and/or any other policies and procedures adopted by the MH Society and/or Sai Maa, LLC in connection with the Program and the use of the MHE Frequencies during the term hereof. In addition, Member agrees to complete any renewal requirements set forth solely by Sai Maa, LLC in order to maintain membership in the MH Society, including without limitation, taking additional training or continuing education courses and

paying any renewal fees. As part of the foregoing, Member agrees, if requested by Sai Maa, LLC in its sole discretion, to seek consultation with Sai Maa, LLC, or someone designated by Sai Maa, LLC, with any associated costs for such consultation to be the sole responsibility of Member. If Member does not comply with the foregoing, Sai Maa, LLC shall have the option, in its sole discretion, to invoke disciplinary sanctions, as set forth in Paragraph 14 below, including but not limited to, suspending or revoking Member's membership in the MH Society.

5. INDEMNIFICATION & RELEASE

Member is fully responsible for conducting Member's business as a member of the MH Society and for all of her/his verbal and written statements, actions, and representations made to any individual or entity regarding Sai Maa, LLC, Sai Maa, the MH Society, the Program's faculty, the Program, and the MHE Frequencies. Member shall defend and indemnify Sai Maa, LLC, its owners, members, staff members, Program faculty, employees, consultants, agents, representatives, independent contractors, volunteers, and others associated with Sai Maa, LLC from any and all liability, including but not limited to, judgments, civil penalties, refunds, attorneys' fees, court costs, and/or lost business incurred by Sai Maa, LLC as a result of Member's representations or actions. In addition, Member agrees to forever fully release and hold harmless Sai Maa, LLC, its owners, members, staff members, Program faculty, employees, consultants, agents, representatives, independent contractors, volunteers, and others associated with Sai Maa, LLC from any and all claims or liability, whatsoever, and for any damage or injury, including but not limited to, financial, personal, physical, emotional, or otherwise, which Member may incur as a result of entering into this Agreement and being a member of the MH Society. The foregoing shall survive and remain in effect following the termination of this Agreement.

6. INDEPENDENT BUSINESS RELATIONSHIP

This Agreement between Sai Maa, LLC and Member does not create an employer/employee or independent contractor relationship or create an agency, partnership, or joint venture between Sai Maa, LLC and Member. Member has no authority (expressed or implied) to bind Sai Maa, LLC to any obligation.

7. SAI MAA, LLC'S PRODUCTS & ANCILLARY MATERIALS

Member agrees to purchase any products or ancillary materials related to the Program, the MH Society, and the MHE Frequencies directly from Sai Maa, LLC or if applicable, through authorized vendors supplied with these products or ancillary materials such as bookstores or online vendors. Except as provided in Paragraph 10 below, Member shall not produce, promote, duplicate or use materials of any kind that include the Program's, the MH Society, or the MHE Frequencies names, logos, designs, symbols, products, trademarks, or copyrighted, or otherwise protected materials, including written, audio, and video materials, without prior written approval from Sai Maa, LLC. All material supplied or created by Sai Maa, LLC must be used in their original form and cannot be changed, amended, or altered without prior written approval by Sai Maa, LLC.

8. INTERNET & WEBSITES

Subject to Paragraph 10 below, Member may not use or attempt to register any of the names and marks, including the name SAI MAA and the marks MAGDALENA HEALING ENERGY FREQUENCIES, the MAGDALENA HEALING ENERGY FREQUENCIES LOGO, the MAGDALENA PRACTITIONER PROGRAM LOGO, the MAGDALENA HEALING LOGO, MAGDALENA HEALING SOCIETY, the MAGDALENA HEALING SOCIETY LOGO, MAGDALENA HEALING SOCIETY MEMBER, MHSM, or the SAI MAA LOGO or any derivatives thereof, or any other trademarks, artwork, logos, service names, service marks, product names, advertising phrases, or words, phrases, and/or brand names likely to cause confusion with or be associated with Sai Maa, LLC, including but not limited to, the Program, the MH Society, and the MHE Frequencies, Sai Maa, LLC's products, or that Sai Maa, LLC may consider to be proprietary or necessary for business now or in the future for any Internet domain name (URL), third party website, web page or electronic mail address.

9. LAWS & REGULATIONS

Member shall comply with all country, federal, state, and local laws and regulations applicable to the conduct of Member's business and shall integrate the MHE Frequencies only within Member's legally defined scope of practice. Member shall notify Sai Maa, LLC in writing in the event Member has been notified of any allegation or other proceeding pending in regards to the foregoing sentence. If applicable, Member must also comply with all rules and regulations applicable to his/her licensure and must notify Sai Maa, LLC, if Member is subject to professional discipline under Member's licensing board. If Member does not comply with the foregoing, Sai Maa, LLC shall have the option, in its sole discretion to invoke disciplinary sanctions as set forth in Paragraph 14 below, including but not limited to, suspending or revoking Member's membership in the MH Society.

10. TRADE NAMES, TRADEMARKS, SERVICE MARKS & CERTIFICATION MARKS

The marks or names MAGDALENA HEALING, MAGDALENA PRACTITIONER PROGRAM, MAGDALENA HEALING ENERGY FREQUENCES, MAGDALENA FREQUENCIES, MAGDALENA ENERGY PRACTITIONER, CERTIFIED MAGDALENA ENERGY PRACTITIONER, MAGDALENA HEALING SOCIETY, MAGDALENA HEALING SOCIETY MEMBER, MHSM, the MAGDALENA HEALING SOCIETY LOGO, the MAGDALENA HEALING ENERGY FREQUENCIES LOGO, SAI MAA, the SAI MAA LOGO, and other marks and names (referred to collectively herein as "Marks") as may be adopted by Sai Maa, LLC are proprietary to Sai Maa, LLC. As such, the Marks, trade names and other marks of Sai Maa, LLC are of great value and use of them without Sai Maa, LLC's permission, including use on any item not produced by Sai Maa, LLC is prohibited except as provided below with the understanding that Sai Maa, LLC does guarantee that any of the Marks will be available for use in any particular country or jurisdiction.

Notwithstanding anything to the contrary contained in the Agreement, Member may include in any materials produced by Member, including printed materials such as business cards, brochures, and on any website developed by Member a statement that Member has complet-

ed the first part of curriculum for the Program and is a member of the MH Society and to use the acronym, MHSM, and the MH Society Logo. Sai Maa, LLC shall have the right to inspect and approve Member's use of the Marks in accordance with the terms of this Agreement and Sai Maa, LLC's Trademark & Intellectual Property Policy Guidelines.

II. COPYRIGHTS

The parties acknowledge that Sai Maa, LLC owns all right, title, and interest in and to all materials produced by Sai Maa, LLC, including all materials produced for the Program and the MH Society (hereinafter "Works") and the copyrights therein. Member agrees to safeguard and promote the good reputation of Sai Maa, LLC, Sai Maa, the MH Society, the Program, the Program faculty, and the MHE Frequencies and their respective products and services. In order to protect the Works, Member shall not reproduce, duplicate, display, transmit, or copy any of the Works or make derivatives thereof, such as translations, without the express written permission of Sai Maa, LLC. The foregoing shall apply to all teaching materials, books, manuals, charts, tapes, photographs, CD's, DVD's and other Program or MH Society products, including the magdalenahealing.com website. Member agrees that his/her marketing and promotion of the MH Society, the Program and the MHE Frequencies shall be consistent with the public interest, and Member must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

12. VOLUNTARY TERMINATION

Member may voluntarily terminate this Agreement and resign her/his membership in the MH Society by providing Sai Maa, LLC with written notice of Member's intent to terminate this Agreement. Sai Maa, LLC may voluntarily terminate this Agreement and cease operating the Program and/or the MH Society by providing Member with written notice of Sai Maa, LLC's intent to terminate this Agreement and cease operating the Program and/or the MH Society. In the event Member voluntarily terminates this Agreement or in the event Sai Maa, LLC voluntarily terminates this Agreement and ceases operating the Program and/or the MH Society, then Member agrees to immediately cease use of the Marks and cease representing himself/herself as a member of the MH Society or using any other identification as being approved, authorized, or designated by Sai Maa, LLC and Member shall remove the Marks and any reference to such designation from any and all materials, including websites.

13. INVOLUNTARY TERMINATION

Member's failure to be in complete compliance with Program and/or MH Society requirements and policies, and Member's violation of any terms of this Agreement, including any exhibits, amendments or procedures adopted by Sai Maa, LLC, in its sole discretion, may result in sanctions such as those described in Paragraph 14 below, up to and including the involuntary termination of this Agreement and the revocation of Member's membership in the MH Society.

In the event of an involuntary termination, Sai Maa, LLC will notify Member in writing at the address last known for Member and such writing shall include Sai Maa, LLC's intent to

terminate this Agreement and the reasons therefore. Member shall have a period of ten (10) business days as of the date of the written notification to respond in writing to the allegations or claims constituting cause for termination as set forth in the notice. Sai Maa, LLC will have thirty (30) days from the date of its receipt of Member's response to render a final decision as to the issue of termination. In the event a final decision is made by Sai Maa, LLC to terminate this Agreement, Sai Maa, LLC shall inform Member in writing that this Agreement is terminated and that the Member's membership in the MH Society is revoked, which revocation will be effective as of the date of the written notification pursuant to the Notice section below. Member shall have fifteen (15) business days from the date of mailing of the notification in which to appeal the termination in writing. If the written appeal is not received within this time period, the termination shall be final. In such event, Member agrees to immediately cease use of the Marks and cease representing himself/herself as a member of the MH Society or using any other identification as being approved, authorized, or designated by Sai Maa, LLC and shall remove any reference to such designation from any and all materials, including websites.

If Member files a timely appeal of termination, Sai Maa, LLC will review and reconsider the termination, consider any other appropriate action, and notify Member in writing of its decision within thirty (30) days of receiving Member's written appeal. The decision of Sai Maa, LLC will then be final and not subject to further review. In the event the termination is not rescinded, the termination will be effective as of the date of Sai Maa, LLC's original termination notice.

Immediately upon termination of this Agreement, Member agrees to immediately cease use of the Marks and cease representing himself/herself as a member of the MH Society or using any other identification as being approved, authorized, or designated by Sai Maa, LLC and shall remove any reference to such designation from any and all materials, including websites.

14. DISCIPLINARY SANCTIONS

It is Sai Maa, LLC's intention that integrity and fairness pervade in the Program and the MH Society, thereby providing every member of the MH Society with the equal opportunity to integrate the MHE Frequencies into his/her practice or business. Therefore, Sai Maa, LLC reserves the right to impose disciplinary sanctions at any time when it is determined that Member is not in complete compliance with Program and/or the MH Society requirements and policies or has violated the provisions of this Agreement, and/or the Program's Standards of Practice, Scope of Practice, Ethical Guidelines, and/or any other requirements, policies and procedures adopted by Sai Maa, LLC in connection with the Program and the MH Society.

In addition, Sai Maa, LLC may impose disciplinary sanctions at any time when it is determined Member has (i) violated any applicable country, federal, state, or local law, regulation or rule; (ii) violated standards of fair dealing; (iii) committed any unfair or deceptive trade practices; or (iv) performed in any unfair or unethical manner.

Specifically, Sai Maa, LLC has the right to impose disciplinary sanctions at any time when it is determined that Member has engaged in any of the following:

- a. Representing and/or holding himself/herself out as a Magdalena Energy Practitioner (certified or otherwise) as only those individuals who have completed the second part of the curriculum for the Program are eligible to obtain certification as a Magdalena Energy Practitioner;
- b. Conducting stand-alone Magdalena Energy sessions with individuals;
- c. Conducting Magdalena Energy group sessions unless Member has received prior permission from the Program Director to participate in such a group session;
- d. Teaching, instructing, representing and/or holding himself/herself out as a teacher, trainer, or instructor of the MHE Frequencies;
- e. Unauthorized use of any Program and/or the MH Society materials or using materials not approved by Sai Maa, LLC.
- f. Making inappropriate, unsubstantiated, illegal, or unethical healing and/or curing claims or statements regarding the Program, the MH Society, and/or the MHE Frequencies;
- g. Misrepresenting and/or misusing the Marks, Works, and/or Sai Maa, LLC's name;
- h. Treating and/or diagnosing a client unless Member is licensed to do so under any applicable licensing statutes, laws, or regulations;
- i. Engaging in copyright and/or trademark infringement of the Works and/or Marks.
- j. Engaging in unethical conduct, including without limitation, inappropriate dual relationships with clients or individuals involved in the Program and/or the MH Society.

Disciplinary action may include one or more of the following:

- a. Issuance of a written warning or admonition;
- b. Requiring Member to take immediate corrective action;
- c. Requiring Member to seek consultation with Sai Maa, LLC, or a consultant approved by Sai Maa, LLC, costs of such consultation shall be the sole responsibility of Member;
- d. Instituting a probationary period requiring Member to take remedial steps to come into compliance;
- e. Suspension of this Agreement and Member's membership in the MH Society;
- f. Involuntary termination of this Agreement and revocation of Member's right to be identified as a member of the MH Society and to use the acronym MHSM and the MH Society logo;
- g. Any other measures expressly allowed within any provision of this Agreement or which Sai Maa, LLC deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by Member's policy violations or contractual breach; and

- h. In situations deemed appropriate by Sai Maa, LLC, Sai Maa, LLC may institute legal proceeding for monetary and/or equitable relief.

15. NOTICE

All notices required hereunder shall be in writing and shall be given either by personal delivery, email, facsimile, recognized delivery service or by registered or certified mail, and shall be deemed given hereunder on the date delivered, emailed, faxed or a date forty-eight (48) hours after the date mailed if mailed in the United States, and five (5) business days if mailed outside of the United States, except notice of change of address which shall be effective only upon actual receipt thereof. Notices shall be sent to the address as set forth below, or any other address designated by Practitioner. Notices to Sai Maa, LLC shall be sent to 757 E 20th Avenue, Suite 370 #570, Denver, Colorado 80205, Attention: Mary Sise, Program Director or any other address designated by Sai Maa, LLC.

16. ASSIGNMENT

This Agreement may not be assigned or sublicensed in any manner by Member, in whole or part. Sai Maa, LLC may assign this Agreement and any of its rights hereunder or delegate any of its obligations hereunder, in whole or in part, to any subsidiary, affiliate, controlling or other related organization..

17. MISCELLANEOUS

This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof. Any and all matters in dispute between the parties to this Agreement, whether arising from or relating to this Agreement itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to this Agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the contract, shall be governed by, construed, and enforced in accordance with the laws of State of Colorado, without regard to conflicts of law doctrines and regardless of the legal theory upon which such matter is asserted. Further, this Agreement shall be governed and construed under the laws of the United States of America applicable to agreements wholly performed therein and to the jurisdiction and venue in the U.S. District Courts. If any portion of this Agreement is held to be invalid, it is agreed that the balance of this Agreement shall continue in full force and affect. This Agreement may not be amended except in writing signed by both parties. No waiver by any party of any right under this Agreement will be construed as a waiver of any other right. If a court finds any provision of this Agreement is invalid or unenforceable as applied to any circumstance, then the remainder of this Agreement will be interpreted to best carry out the intent of the parties. The provisions of this Agreement are binding on the successors and assigns of the parties. In the event of any action, suit, or proceeding arising from or based upon this Agreement, the prevailing party shall be entitled to attorney fees.

The parties agree to the foregoing terms and conditions and have executed this Agreement on:

Date: _____

Certified Magdalena Energy Practitioner

Printed Name: _____

Signature: _____

Full Address: _____

Phone: _____

Email: _____

Sai Maa LLC

By: _____

Mary Sise, Program Director

If the parties are submitting this Agreement electronically, then by each party typing the name of each such party where indicated, it will be considered the signature of that party, and constitute acceptance and agreement of the parties to this Magdalena Healing Society Membership Agreement. In addition, by typing the date in the space provided above, it will be considered the commencement date of the term of this Agreement.

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