

EDUCATION AND LICENSING AGREEMENT

THIS EDUCATION AND LICENSING AGREEMENT (the "Agreement") dated this _____ day of _____, (the "Effective Date") is by and between The Processing Bar Salon, Inc., an Idaho corporation, and the student as identified on the signature page to this Agreement (the "Student"), that is enrolled in and participating in the course concerning the Licensor's Freespirited Hand-Tied Hair Extensions method. Licensor and Student are sometimes referred to as a "Party" and collectively as the "Parties."

WHEREAS, Licensor is the sole owner of certain intellectual property called Freespirited Hand-Tied Hair Extensions TM and associated instructional methods (the "Course") and course materials (the "Course Materials" ©).

WHEREAS, the Student has enrolled in, paid for and intends to take the Freespirited Hand-Tied Hair Extensions TM Course taught by an owner of Licensor, Latisha Parker.

WHEREAS, after completing the Course and becoming certified to perform Freespirited Hand-Tied Hair Extensions TM, Student wishes to obtain a revocable license to use the Course Materials © and Freespirited Hand-Tied Hair Extensions TM method in their business.

WHEREAS, Licensor shall grant Student such revocable license for the Student to use the Course Materials © and Freespirited Hand-Tied Hair Extensions TM method.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the Parties as follows:

1. **General Conditions.** Student by registering and paying for Course confirms that before signing this Agreement they have read it carefully. Student is aware that by registering, paying and participating in the Course, no rights are given to use trademarks, copyrights, patents, Course Materials ©, trade names, company logos or any other intellectual property of Licensor, except as set forth in this Agreement. All intellectual property associated with Freespirited Hand-Tied Hair Extensions TM, Course Materials© and associated matters relating to the Course are the sole property of Licensor. Student is expressly prohibited to alter or manipulate the Course Materials© for any purpose.

2. **Grant.** Subject to the terms of the Agreement, Licensor hereby grants a revocable, nonexclusive license (the "License") to the Student to use information obtained from the Course, the Course Materials © and/or the Freespirited Hand-Tied Hair Extensions method (collectively the "Intellectual Property") for their purposes solely in order to provide hair extensions to their clients and customers. Student may only use the Freespirited Hand-Tied Hair Extensions TM method strictly in compliance with Course and Course Materials ©. Any usage of the Intellectual Property not in compliance with the foregoing and/or alteration of the foregoing will be a breach of the terms and conditions of this License. Student also shall not train or share the Course Materials © or any matter relating to the Course with any other individual, business or entity without the express written consent of the Licensor.

2.1. No right, express or implied is granted to Student to sublicense or otherwise transfer the right to use the Intellectual Property to third parties, and any such right is expressly withheld from this Agreement.

1. Licensor claims a trademark in Freespirited Hand-Tied Hair Extensions TM

3. **Trademark, Copyright and Ownership.** Student agrees that Licensor is the sole owner of all trademarks, service marks, patents, copyrights, copyrighted material, processes, know-how, trade secrets, logos, brand names and any other intellectual property rights in the Intellectual Property. Student expressly agrees that any usage of the Intellectual Property allowed by Student pursuant to this Agreement shall only be in the form and manner and with appropriate legends as prescribed from time to time by Licensor.

3.1. Student agrees to submit to Licensor copies of any advertisements or promotional materials containing the Licensed Intellectual Property used by the Student for Licensor's prior written approval prior to any use thereof, and to remove material, which is objectionable to Licensor.

3.2. Student represents and warrants that it will do nothing inconsistent with such ownership.

3.3. Student shall not reproduce, copy, disseminate, broadcast, or otherwise use any of the Intellectual Property of Licensor, including any intellectual property contained in any Course Materials © except as expressly allowed for in this Agreement.

3.4. Student shall immediately advise the Licensor in writing of any change in their contact information set forth on the signature page of this Agreement.

4. **Termination.** Licensor may terminate and revoke the License for any reason upon (90) days written notice to the Student. Licensor may terminate and revoke the License upon five (5) days written notice to the Student in the event Student breaches any of the terms and conditions of this Agreement.

5. **Limitation of Liability.** Licensor shall have no liability for the Student's use of the Intellectual Property.

6. **Indemnification.** Student shall indemnify, defend and hold harmless the Licensor, and its officers, employees and agents from and against any and all claims, liabilities or judgments, and investigation and defense costs, arising out of or in any way connected with Student's activities under this Agreement, or arising out of Student's exercise of the License granted by this Agreement, including but not limited to any and all liability caused by the use of any Licensor Intellectual Property.

7. **Miscellaneous.**

7.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. All prior and contemporaneous negotiations, proposals and agreements between the Parties are included in this Agreement. Any changes or amendments to this Agreement must be agreed to in writing, signed by an authorized representative of Student and an authorized representative of Licensor.

7.2. **Waiver.** Either Party may waive the performance of any obligation owed to it by another Party hereunder for the satisfaction of any condition precedent to the waiving Party's duty

to perform any of its covenants, including its obligations to close. Any such waiver shall be valid only if contained in writing, signed by an authorized representative of Student and an authorized representative of Licensor.

7.3. Notices. Any notices required or allowed in this Agreement shall be in writing and shall be effectively given by delivery of the same in person or by courier or placed in a sealed envelope, postage prepaid, and deposited in the United States mail, registered or certified, addressed as follows:

To Licensor: The Processing Bar Inc. c/o Latisha Parker
726 N. Main Street Meridian, Idaho 83642

with copy to:

John R. Hammond Jr. Fisher Pusch LLP
101 South Capitol Blvd., Suite 701
Boise, Idaho 83701

To Student: As set forth below on the signature page of this Agreement.

Such notice shall be deemed received on the earlier of the date on which it is hand delivered or otherwise actually received, or if mailed, the third (3rd) business day following the date on which it is so mailed. Any Party may change its address for notice by written notice to the other Parties.

7.4. ThirdParty Beneficiary. Nothing contained herein shall create or give rise to any third party beneficiary rights for any Person as a result of the terms and provisions of this Agreement.

7.5. Assignment. Student may not assign this Agreement or any of its respective rights or obligations hereunder without the prior written consent of the other Licensor.

7.6. Choice of Law; Attorney’s Fees and Costs. THIS AGREEMENT SHALL BE GOVERNED BY AND THIS AGREEMENT AND ANY DISPUTES OR CONTROVERSIES RELATED HERETO SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THAT WOULD APPLY THE LAWS OF ANY OTHER JURISDICTION. IN THE EVENT OF ANY LEGAL ACTION TO ENFORCE THE TERMS OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY’S FEES AND COSTS.

7.7. Counterparts. This Agreement may be executed in multiple counterparts, each of which, whether an original, a facsimile or delivered electronically (including in PDF format), shall be deemed to be an original and all of which, when taken together shall constitute one and the same instrument, as of the date first written above.

7.8. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

7.9. Amendment. This Agreement may be amended or modified only in a writing executed by the Licensor.

7.10. Survival. Neither expiration nor termination of this Agreement shall terminate the obligations and rights of the Parties pursuant to provisions of this Agreement

7.11. Remedies Cumulative. The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion or exercise of any other rights or remedies available under law, in equity or otherwise.

THE PROCESSING BAR INC., an Idaho corporation

By Latisha Parker, Shareholder

Shareholder Signature

STUDENT:

Student Signature

Student Address

Student Phone Number