

Yomassage Participant Training and Network Membership Agreement

This Yomassage Training and Network Membership Agreement (the “Agreement”) dated as of the date set forth opposite the parties’ signatures below (the “Effective Date”) is made by and between Yomassage Company, an Oregon corporation (“Company”), and the undersigned individual (“Participant”). The parties hereto agree as follows:

1. Training and Training Requirements.

1.1 Yomassage Training. The Yomassage Training shall include either (i) a one (1) day, twenty five (25) hour hybrid certification or (ii) the twenty five hour Online Yomassage Therapist Training conducted via the Company’s website(s) (either (i) or (ii) shall be referred to herein as the “Training”). During the Training, Participant shall receive all of the tools and skills needed to lead Yomassage Sessions (as defined below).

2. Enrollment Requirements. Prior to participating in the Training, Participant shall have provided Company with proof of the following:

2.1. Participant has signed up for the training (via Company’s online training program; and

2.2. Participant is a licensed massage therapist, occupational therapist, physical therapist, chiropractor or a currently-enrolled student in one of the above disciplines; provided, however that students shall not be allowed to lead any sessions or events which incorporate any Yomassage Intellectual Property (as defined below) (the “Yomassage Sessions”) to any third parties unless and until Participant has been licensed by the appropriate state board which regulates such professions and has shown proof of licensure to Company. In the event that Participant’s jurisdiction (including country, state, province, territory or any other like designation) does not require any formal certification or licensure, Participant represents and warrants to the Company that Participant follows any guidelines, trainings, or minimum standards recommended by any third party that apply to such professions. If requested by Company, in its sole discretion, Participant shall provide Company with proof of compliance with such guidelines, trainings or standards.

2.3. If Participant is from one of the following jurisdictions, Participant represents and hereby certified that:

2.3.1. If Participant is from the UK Participant certifies that Participant meets the minimum standards set forth by the Complementary and Natural Health Care Association found at <https://www.cnhc.org.uk/am-i-eligible>;

2.3.2. If Participant is from Canada Participant certifies that Participant is a RMT or meet the minimum standards set forth by Participant's province for massage therapy;

2.3.4 If Participant is from Australia Participant certifies that Participant meets the best practice standards set forth by Association of Massage Therapists found at www.amt.org.au;

2.3.5. If Participant is from New Zealand Participant certifies that Participant meets the best practice standards set forth by Massage New Zealand found at <https://www.massagenewzealand.org.nz/Site/become-a-therapist/>

2.3.6. If Participant is from Netherlands, Participant certifies that they have received formal massage therapy training;

2.3.7. If Participant is from France Participant certifies that Participant meets the best practice standards set forth at <https://www.creerentreprise.fr/sinstaller-masseurbien-etre-diplomes-reglementation/> for relaxation or wellness massage.

3. Participation in Training. During the Training, Participant shall be required to be engaged, participate, take notes and ask questions of the trainers and staff. Cell phones may not be used by Participant during any part of the in-person Training, except on breaks, and Participant may not record any part of the Training on video or voice recording, or share any of the training materials with any third party.

4. Rights Upon Completion of Training; Yomassage Network Membership.

4.1. Upon satisfactory completion of the Training, and approval from Company, Participant shall become a member of the Yomassage Network Membership, which shall grant Participant the right to lead Yomassage sessions, use the Yomassage Trademarks and Yomassage techniques and use and incorporate other Yomassage Intellectual Property (as all such terms are defined below) into their professional practices, subject to this Agreement remaining in effect, the license granted hereunder and the Participant's adherence to the License Terms (as defined below).

4.2. In addition to the rights granted in Section 1.4.1 above, Participant shall also receive Yomassage Network Membership which, depending on the Membership Level (as defined below), will entitle the Participant to the rights and privileges listed on <https://yomassage.com/pages/how-we-support-you> for such Membership Level.

4.3. In the event that Participant does not maintain the license required pursuant to Section 1.2.2, an Event of Default (as defined below) is present, or this Agreement has been terminated for any reason, the Participant shall be prohibited from leading any sessions that include any Yomassage techniques or Yomassage Intellectual Property, and their Yomassage Network Membership shall be revoked. Participant's Yomassage Network Membership may be reinstated only upon written approval by the Company.

5. Fees.

5.1 Training Fee. The cost of the Training (including the online training required pursuant to Section 1.2.1 above) is \$699.00 for the online training and \$799 for the hybrid training (the "Training Fee"), which Participant must pay to Company no later than thirty (45) days before the Training, unless authorized by the Company. The Training Fee includes a \$199 deposit that is non-refundable. The remaining balance of the training fee is not refundable 60 days prior to the start date of the training. If you are on a payment plan and do not complete the training, the remaining balance is due by the last Monday of the course.

5.2 Membership and Licensing Fee. For so long as this Agreement is in effect and Participant is a member of the Yomassage Network Membership, and leading Yomassage sessions or techniques in any form, Participant shall make monthly payments, the amount of which shall be dependent upon the level of membership. If the Participant is the Basic level of Membership (the "Basic Level"), the Participant shall pay to the Company \$9.99 per month and if the Participant is Premium level of Membership (the "Premium Level") (the Basic Level and Premium Level shall be considered a "Membership Level"), the Participant shall pay to the Company \$19.99 (in each instance, the "Membership and License Fee") starting immediately upon the Effective Date; The Membership and License Fee shall be automatically charged to a credit card provided by Participant via the Company's online portal. So long as the Participant maintains an active Yomassage Network Membership, the Membership and License Fee listed above shall remain the same for the term of such Membership; provided, however, that the Membership and License Fee is subject to change in the Company's sole discretion, and if the Participant defaults or cancels their Yomassage Network Membership, then wishes to reinstate such membership or reapply for Yomassage Network Membership, they will be subject to any increase in the Membership and License Fee that is in place at the time. Company reserves the right to establish, revise, modify, or amend its billing practices, methods and fees, including its collection practice, payment practices, and fees for any content on its website(s). Participant's failure to make timely payments due hereunder is a material breach of the Agreement and may lead to termination of the Agreement and revocation of Participant's Yomassage Network Membership.

6. License; Usage. By entering this Agreement, Participant hereby acknowledges that they have read the Company's Terms of License, located on the Company's website <https://yomassage.com/pages/licensing> (the "License Terms") and agree to be bound by the terms, restrictions and provisions of the License Terms.

6.2 License. During the term of this Agreement, and upon (i) completion of the Training, (ii) grant of Yomassage Network Membership, (iii) payment of any fees required hereunder, (iv) the Participant's continued observance of this Brand Use Guidelines, and (v) no Event of Default (as defined below) present, the Company grants to Participant a limited, nonexclusive, nontransferable, revocable license (the "License"): (A) to use the Yomassage Standard Marks to promote and lead Participant's Yomassage Sessions; (B) to use the Yomassage Standard Marks solely to identify Participant as a member of the Yomassage Networks Membership in connection with leading Yomassage Sessions; (C) following completion of a specialty training provided by the Company to Participant at the Company's sole discretion, to use the Yomassage® Specialty Marks associated with that specialty in Participant's Yomassage Sessions; (D) to use the Yomassage Intellectual Property to lead Yomassage Sessions in accordance with direction from the Company; and (E) to publish up to five (5) clips of Yomassage sessions on Participant's website of up to 1 minute in length each. Any definition used in this Section 3 but not defined herein shall have the definition and meaning set forth in the License Terms.

7. Term; Termination.

7.1 Initial Term and Renewal. The initial term of this Agreement shall be twelve (12) months, beginning on the Effective Date (the "Initial Term"); provided, however, that if the Participant is Basic Level, there shall be no cancellation permitted in the first three (3) months of the Initial Term, and if the Participant is Premium Level, there shall be no cancellation permitted in the first six (6) months of the Initial Term. Unless earlier terminated pursuant to this Section 4, this Agreement will transition to a month-to-month terms (each, a "Renewal Term") after the Initial Term. The Membership and License Fee for each Renewal Term shall be charged on the same day of each month. In the event that a Company terminates this Agreement pursuant to this Section 4 during any active Renewal Term, the Membership and License Fee shall be [pro-rated and refunded to the Participant]; in the event that Participant terminates this Agreement during any active Renewal Period, the Membership and License Fee shall be non-refundable.

7.2 Termination.

7.2.1 Termination by Company.

7.2.1.1 Company may terminate this Agreement and Participant's Yomassage Network Membership at any time, with or without cause, by giving Participant 10 days written notice.

7.2.1.2 Company also reserves the right to immediately terminate this Agreement and Participant's Yomassage Network Membership in the event that (i) Participant has breached any term of this Agreement or any license granted hereunder, (ii) as a result of any action or conduct by Participant that Company, in its sole discretion, deems detrimental to the Company brand, Yomassage Marks, Yomassage Network Membership, or Yomassage Intellectual Property, or (iii) and Event of Default is present. Company may, in its sole discretion, provide Participant with the opportunity to cure any breach prior to termination by providing written notice to Participant.

7.2.2 Termination by Participant. Participant may terminate this Agreement any time after the Initial Term upon thirty days' prior written notice to Company. Any such termination must be emailed to hello@yomassage.co with the subject line "Yomassage Membership Network Cancellation."

7.2.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason or no reason: (i) all rights and licenses granted in this Agreement to Participant shall immediately and automatically cease; (ii) Participant shall immediately discontinue use of any rights granted pursuant to the License or License Terms, including any use of websites or email addresses that incorporate the Yomassage Marks or Yomassage Intellectual Property and, upon request of the Company, transfer all domain names incorporating the Yomassage Marks of the Company.

8. Event of Default. For purposes of this Agreement, the term "Event of Default" shall include any of the following: (i) Participant fails to make any payment of the Membership and License Fee due hereunder; (ii) the breach by Participant of any term or provision of this Agreement and such breach remains uncured by Participant after Company has granted Participant the opportunity to cure such breach; (iii) Participant (or any business owned by Participant which may use the Yomassage Intellectual Property as part of Participant's Yomassage Network Membership (each, a "Participant Entity")) shall become insolvent or shall file a voluntary petition under the federal bankruptcy laws or a petition to take advantage of any other bankruptcy or insolvency law; (iv) a custodian, receiver or trustee of all or any part of Participant's or Participant Entity's property shall be appointed; (v) Participant or any Participant Entity shall make any assignment for the benefit of its creditors; and (vi) any involuntary petition against Participant or any Participant Entity shall be filed under the federal bankruptcy laws or any other bankruptcy or insolvency laws and such petition shall not be dismissed within thirty (30) days.

9. Covenants. Throughout the Initial Term and any Renewal Term, Participant shall: 9.1. Maintain Quality Standards. Participant's use of the Yomassage Marks and Yomassage Intellectual Property

must conform to the standards set by Company: (i) in the instructor training courses and manuals; (ii) at www.yomassage.com; (iii) in Company's Brand Use Guidelines, the most current version of which is attached hereto as Exhibit A (and as updated by the Company, at the Company's sole discretion, from time to time); and (iv) in this Agreement. Participant shall cooperate with the Company in facilitating Company's request for information related to Participant's ability to maintain such standards in sessions and approved events, and shall supply the Company with evidence confirming compliance with this Section 6.1 and this Agreement.

9.2. Compliance with Laws. Participant shall comply with all applicable laws, regulations and ordinances in the country, state and locality in which Participant leads Yomassage Sessions obtain all appropriate government approvals pertaining to marketing, advertising, or providing Participant's services (e.g., music licensing; liability waivers; professional liability insurance; fitness certifications; background checks), including any requirements for the instruction of children, individuals with disabilities, or any other class of individuals which may require additional compliance at the city, county or state level.

9.3 Waivers for Participants. Participant shall require that any participant in any Yomassage Sessions taught or facilitated by Participant executes a general liability waiver which shall comply with all laws of the include country, state and locality in which Participant leads Yomassage Sessions includes an indemnification of the Company, and shall have been approved by the Company prior to use.

9.4. Insurance. At all times while this Agreement is in effect and Participant is leading any Yomassage Sessions, Participant shall maintain with financially sound and reputable companies, insurance with respect to its business and property against loss or damages of the kinds customarily insured against by persons or entities engaged in the same or similar businesses, including but not limited to, commercial general liability insurance for personal injury, bodily injury, death and property damage liability in amounts not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate, and shall list Yomassage, LLC as an additional insured.

9.5. Approval of Special Events. In the event that Participant wants to incorporate any Yomassage Intellectual Property into any sessions or events that are not in the normal course of business or the standard schedule of Participant's sessions (each, a "Special Event"), Participant shall be required to request prior written approval of such events by Company, and such approval shall not be unreasonably withheld.

9.6. Listing of Sessions, Website. At all times while this Agreement is in effect and Participant is leading any Yomassage Sessions, Participant shall be required to list all sessions that incorporate the

Yomassage Intellectual Property (as defined in the License Terms) on the Company's website, and be listed on the Company's website as an instructor of Yomassage.

9.7. Training of any Third Parties to Practice Yomassage. Without prior written consent of the Company, Participant is prohibited from leading or training, or from using any of the Yomassage Intellectual Property to lead or train, any third party to become a practitioner of Yomassage or to lead Yomassage Sessions.

10. Relationship of Parties. Nothing herein will be construed as creating any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties hereto, nor will Company be deemed to be acting in a fiduciary capacity with respect to Participant. Participant shall have no authority to make or accept any offers or representations on behalf of Company or to act for or bind Company in any manner. Participant must not make statements or take actions that may contradict the relationship set forth herein or confuse or mislead any person regarding the nature of the parties' relationship.

11. Disclaimer of Warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

12. Limited Liability. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO YOMASSAGE NETWORK MEMBERSHIP OR ANY COMPANY-RELATED PRODUCTS, INCLUDING WARRANTIES OF FITNESS, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES, OR LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, WILL COMPANY OR THE COMPANY RELATED PARTIES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY MAKES NO REPRESENTATION THAT THE OPERATION OF COMPANY'S WEBSITE(S) WILL BE IN UNINTERRUPTED OR ERROR-FREE. COMPANY IS NOT LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS, ALTHOUGH COMPANY WILL MAKE COMMERCIALY REASONABLE EFFORTS TO CORRECT ERRORS OR INTERRUPTIONS. COMPANY ASSUMES NO RESPONSIBILITY FOR ANY MEDICAL EXPENSES CLAIMS, INJURY OR DAMAGES SUFFERED BY PARTICIPANT OR PARTICIPANT'S STUDENTS OR ANY THIRD PARTY IN CONNECTION WITH

PARTICIPANT'S LEADING OF YOMASSAGE SESSIONS OR SPECIAL EVENTS. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY PARTICIPANT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH A CLAIM ARISES.

13. Confidentiality. Each party hereto acknowledges that may acquire information and materials from the other party and knowledge about the business, products, finances, programming techniques, experimental work, customers, clients, employees, and customers of the other party and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement are and will be the trade secrets and confidential and proprietary information of such disclosing party (collectively "Confidential Information"). When disclosing such Confidential Information, such party will be referred to as a "Disclosing Party" and when receiving, such party will be referred to as a "Receiving Party". Confidential Information will not include, however, any information which is or becomes part of the public domain through no fault of the Receiving Party, or which the Disclosing Party regularly gives to third parties without restriction on use or disclosure. The Receiving Party agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement. The Receiving Party further agrees to take all action necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information. Each party hereto agrees that it will require any and all of its agents, representatives, or independent contractors to agree to abide by the same duties and obligations imposed on such party by this Section 10.

14. Releases Required for Training. In order to enter into this Agreement, receive any Training or gain access to the Yomassage Network Membership, Participant agrees to the following:

13.1. General Liability Release. Participant: (i) gives permission to receive massage therapy from Company affiliates including Company employees, owners or contractors which have been designated by the Company to oversee and instruct Participant and other third parties in the Training (each a "Company Designee"); (ii) understands that therapeutic massage is not a substitute for traditional medical treatment or medications; (iii) understands that the Company Designee does not diagnose illnesses or injuries, or prescribe medications; (iv) has clearance from a physician to receive massage therapy; (v) understands the risks associated with massage therapy include, but are not limited to: superficial bruising, short-term muscle soreness and exacerbation of undiscovered injury; (vi) understands the importance of informing the Company Designee of all medical conditions and medications Participant is taking, and to let the Company Designee know about any changes to such; (vii) understands that there may be additional risks based on Participant's physical

condition; (viii) understands that it is Participant's responsibility to inform Company Designee of any discomfort Participant may feel during the massage session so he/she may adjust accordingly; (ix) understands that Participant or the Company Designee may terminate the session at any time; (x) will be given a chance to ask questions about the massage therapy session; and (xi). hereby releases the Company and any Company Designee from all liability concerning any provision of this Section 11.1 that may occur during the massage session.

13.2. Photo Release. Participant hereby grants Company permission to use Participant's likeness in a photograph, video or other digital media (each, an "Image") in any and all of its publications, including any web-based publications and social media (such as Facebook and Instagram), without any additional payment or consideration Participant. The Images shall be the property of Company and will not be considered the Confidential Information of the Participant. Company shall have the authority to edit, alter, copy, exhibit, publish, or distribute the Images for any lawful purpose. Participant waives any right to inspect or approve the finished product wherein my likeness appears. Additionally, Participant waives any right to royalties or other compensation arising or related to the use of the Image. Company shall agree not to sell any Image. Participant shall hold harmless, release, and forever discharge the Company from all claims, demands, and causes of action which Participant or their heirs, representatives, executors, administrators, or any other persons acting on Participant's behalf or on behalf of Participant's estate have or may have by reason of this authorization.

13.3. Indemnification. Participant shall be liable for and shall hold indemnify, defend and hold Company, its officers, directors, members, agents, vendors, independent contractors or Company Designees harmless against any claim, loss or damage, including reasonable attorneys' fees, in connection with, or based upon any claim or action by a third party: (i) alleging death or bodily injury or damage to physical property, to the extent caused directly or proximately by the conduct of Participant or any officer, director, affiliates, agents, employees or independent contractors of Participant during any Yomassage Class or Special Event taught, facilitated or provided for by the Participant; (ii) in connection with the negligent acts, omissions or misrepresentations of Participant, regardless of the form of action; or (iii) in connection with the breach by Participant of any provision of this Agreement.

14. General.

14.1 Waiver. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

14.2. Notices. All notices and demands hereunder will be in writing and will be served by personal service, mail or confirmed facsimile transmission at the address of the receiving party set forth in

this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered airmail, postage pre-paid with return receipt requested, and shall be deemed effective upon receipt.

14.3. Attorneys' Fees. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

14.4. Controlling Law; Jurisdiction. This Agreement will become effective only after it has been accepted by Participant and the Company. It shall be governed by and construed in accordance with the laws of the State of Oregon, excluding that body of law known as conflicts of laws. Any suit hereunder will be brought in the federal or state courts in the Fourth District of Oregon and Participant hereby submits to the personal jurisdiction thereof. The English-language version of this Agreement controls when interpreting this Agreement. Any and all defenses concerning the validity and enforceability of the judgment shall be deemed waived unless first raised in a court of competent jurisdiction in the United States.

14.5. Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

14.6. Force Majeure. The parties shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond such party's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages of transportation, facilities, fuel, energy, labor or materials.

14.7 Equitable Relief. Each party acknowledges that any breach of its obligations under this Agreement with respect to the proprietary rights or confidential information of the other party will cause such other party irreparable injury for which there are inadequate remedies at law, and therefore such other party will be entitled to equitable relief in addition to all other remedies provided by this Agreement or available at law.

14.8. Entire Agreement. This Agreement constitutes the complete and exclusive agreement between the parties pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter. Any modifications of this Agreement must be in writing and signed by both parties hereto.

Brand Use Guidelines

These guidelines apply to Participant's use of the Yomassage Marks.

1. Participant may use the business name, trade name and/or trademark of a facility where Participant's Yomassage Class or approved Special Event is being held, so long as Participant's use is subordinate to the Yomassage Marks and is permitted by the facility.
2. Participant may use the Yomassage Marks only in the forms shown in the attachments to the Agreement or at the Yomassage website, including adhering to the colors, fonts, stylization, proportionality and other elements of the Marks.
3. Participant must use the appropriate trademark symbol (® or ™) with each use of a Yomassage Mark (e.g., Yomassage™, Trauma Informed Yomassage™).
4. Participant must use the following "used under license" language on all materials which bear the Yomassage Marks. By way of example: "Yomassage and the Yomassage logos are trademarks of Yomassage, LLC, used under license".
5. Participant may use the Marks on flyers, posters, emails and other printed materials whose sole purpose is to promote Participant's Yomassage sessions or approved events.
6. Participant may use "Yomassage™" or one or more of the Yomassage Specialty Trademarks, for which Participant is licensed, as part of Participant's email address so long as Participant use such email address solely for the promotion of Participant's Yomassage sessions and approved, related Yomassage™ activities.
7. Participant may use "Yomassage™" or one or more of the Yomassage Specialty Trademarks, for which Participant is licensed, as part of Participant's domain name for a website that promotes only Participant's Yomassage sessions, approved events and related, but subordinate (e.g., yomassagebyjennifer.com is acceptable for an instructor named "Jennifer" licensed to teach Yomassage sessions). If requested by Yomassage, Participant must transfer any domain name to Yomassage that includes "Yomassage™" or one or more of the Yomassage Specialty Trademarks. Participant must identify themselves in the "Whois" listing as the Registrant of a domain name Participant uses that contains the Marks.

8. Participant may use the Marks on a website, including blogs and social media sites, to promote Participant's Yomassage sessions and approved events but Participant must:

8a. Include a link on the home page of Participant's website to www.yomassage.com.

8b. Identify Participant by posting a link to Participant's Yomassage Network Membership profile.

8c. Teach Participant's Yomassage sessions in accordance with how Participant were taught to teach the Yomassage program in Participant's instructor training course.

8d. Include Participant's name in the title of any social media page(s) incorporating one or more of the Marks. In the case of group pages, all Instructors must be Yomassage Network Members and must be identified on the page.

9. Participant may use the Marks in radio or television advertising with Yomassage's prior written approval.

10. Participant may promote Participant's Yomassage sessions or approved events through live or print news coverage, or through any mainstream news organization or print publisher. In the event of such promotion, Participant must inform the news organization or publisher of Yomassage's brand use guidelines. With respect to live news coverage, such coverage must not include more than 1 minute of a Yomassage session, approved event or a Yomassage routine.

11. Participant may not modify or change the spelling of the Marks or create derivatives of the Marks (e.g., "Yomassage-mania" or "Yomassage Glutes"). Participant must notify Yomassage of any unauthorized use of the Marks for which Participant becomes aware.

12. You may not use the Marks: to imply an association or affiliation with a third party, to promote any competing goods or services, as a top level domain name, as paid search keywords, to promote workshops or courses other than Participant's own Yomassage sessions or approved events, or to identify a studio or business (without prior written approval of Yomassage).

13. Participant may not use the Marks as titles to publications without prior written approval from Yomassage.

14. Participant may not use the Marks to create any goods for sale or in connection with a mobile application. Participant may not offer for sale, sell, or distribute modified and repurposed Yomassage products

15. Our Marks enjoy a presumption of validity around the world. In order to prevent confusion among consumers and prevent damage to our Marks, we require proper use of the Yomassage Marks in the United States and other countries. Participant may not use any country signifiers or language that may cause confusion on the owner of the Marks and the place of origin. Thus, even if Participant is outside the United States, Participant may not use any language which may imply that they are the owner of the Marks in such country, or any language that implies that they are the originator of the use of the Yomassage marks in that country (e.g. "Yomassage UK").