

Certified Intuitive Intelligence® Trainer Membership Agreement

1. Introduction

The Institute's mission is to create a new standard of excellence in our unregulated industry, pioneering the field of intuitive intelligence, and to lead the revolution in mainstreaming the intuitive sciences, while nurturing the heart and spirit of this movement as a sacred sisterhood.

As part of this endeavour, the Institute is committed to providing Third Level graduates access to ongoing mandatory professional development, annual recertification, community connection and supervision support, as well as creating opportunities to continue to showcase our graduates to the world. As a global sisterhood, we are part of a powerful network and our desire is to grow that network and the power of our work collectively and individually.

All graduates of the Third Level are required to maintain Membership of the Institute if they wish to practise professionally. Membership enrollment opens twice per year for the entire month of February and the entire month of August.

Registration is required from your graduation date, (if you wish to utilise your training professionally). Your graduation date is the date from which you receive your certificate of qualification or are notified that you have qualified. The bi-annual enrolment months align with the graduation dates for the bi-annual intakes of the Third Level.

It is very important that you read this document carefully before you agree to it. By accepting the terms of this Agreement, you are entering into a legally binding contract with the Institute, so please contact us if you have any concerns. This

Agreement follows on from your previous Agreements with the Institute. Where there is any inconsistency between this Agreement and any previous Agreement, this Agreement will prevail to the extent of the inconsistency.

The Institute for Intuitive Intelligence and its principal, Ricci-Jane Adams, are committed to the design and delivery of quality training services and to providing Graduates with the best possible foundations for their practice as Intuitive Intelligence Trainers. If anything in this Membership Agreement is unclear, please seek independent advice to ensure you fully understand your rights and obligations. We encourage you to negotiate any clause of this agreement which feels unfair to you.

It is our aim to maintain a collaborative environment which is supportive, participative and conducive to the success of all our Graduates. We welcome constructive feedback as an opportunity to review and improve our practices. Please feel free to contact Ricci-Jane to discuss any issues that arise. Please note that this agreement is subject to change over time, as required, and any changes will be made in collaboration with Members.

Please note that Intuitive Intelligence® is a registered trade mark in Australia. As an online business with a global audience, we claim ownership of this name as an unregistered trade mark anywhere else in the world that it may be used. This means that Intuitive Intelligence may not be used commercially to sell products or services without our permission. Where the ® or ™ is omitted in this document, it is for your reading convenience only. Respecting the integrity of our intellectual property helps us to build a globally recognised reputation, which benefits you as our members and licensees. It also helps us to defend the brand against misrepresentation by those who have not undergone training with us and who do not uphold the rigorous standards of excellence for which graduates of the Institute are known.

This Membership Agreement is between:

“Us”

Lightworker Institute Pty Ltd, trading as The Institute For Intuitive Intelligence (“The Institute”)

ABN 18 601 001 503

Director: Ricci-Jane Adams (Ricci-Jane)

Address: PO Box 5032, Bentleigh East, Vic 3165

Email: principal@instituteforintuitiveintelligence.com

AND

“You” _____ You enter your details into Simplero when you make your first Membership payment.

Paying your annual Membership fee signifies your ongoing acceptance of this Agreement, and your willingness to be legally bound by it.

The Institute is an Australian business, and the Membership is offered in compliance with Australian Consumer Law.

2. Prerequisites for Membership

You must have received notification that you have successfully completed the Third Level to be eligible for membership.

3. Membership & Certification

- (i) Membership of the Institute includes compulsory registration to practice as an Intuitive Intelligence Trainer. Practicing as an Intuitive Intelligence Trainer (Intuitive Guide) if you are not a current financial member of the Institute is strictly forbidden and a breach of your agreements with the Institute, unless we have agreed to make an exception due to exceptional grounds. Any exception must be negotiated at least 2 months prior to your membership renewal date. Email principal@instituteforintuitiveintelligence.com with details of

your situation to open the negotiations. Scholarships are available to those who are not able to participate in Membership due to financial hardship.

- (ii) We offer 6 x 3 hour professional development sessions per year. You must participate in a minimum of 50% of these sessions to maintain your membership. If you are unable to attend live, you may view a recording. You must complete a feedback form in Simplero regardless of whether you attend live or watch the replay.
- (iii) You are required to submit a self-assessment form each year, reflecting on your current practice as a Certified Intuitive Intelligence Trainer.
 - a. Submission of your self-assessment form is via Simplero.
 - b. Self-assessment forms must be submitted on or before your 30 day renewal reminder to allow sufficient time for review prior to your renewal date.
 - c. To preserve your confidentiality, Ricci-Jane, as Principal of the Institute, takes sole responsibility for reading your self assessment.
 - d. We will always work with you to maintain the excellence of your practice so it is in alignment with the Institute's principles and maintains the standard of excellence required by our Members.
 - e. If you report the desire and feel the need for additional support or clarity around your service as a Trainer, or if Ricci-Jane identifies any cause for concern arising either from your self-assessment or her observation of your practice or membership participation, the Institute will support you by offering either free, limited individual or additional group mentoring with Ricci-Jane or a member of the

Teaching and Learning team, or access to free pre-recorded training supports.

- (iv) We offer Monthly Third Level Sacred Circles for ongoing spiritual development, with the opportunity to lead these circles if desired. These sessions are not compulsory, although you are strongly encouraged to participate.
- (v) You are granted a non-exclusive licence to use the Intuitive Intelligence trade mark and logos on your website and social media. See the section on Intellectual Property for more information.
- (vi) We provide you with a listing on the Institute's website including links to your social media and website.
- (vii) We offer opportunities to be showcased in the Institute's newsletter and Facebook page. Each member is invited to apply to be featured in ONE newsletter per annum; and at least once per annum on the Facebook page. At the discretion of the Institute, each member may be featured more than once but this is not guaranteed and is based on the number of applications the Institute receives from members. Members must apply to be featured. Members will be featured according to the Institute's newsletter and social media schedule. The full application process and timelines is outlined in Simplero.
- (viii) You will also receive:
 - a. access to the Institute's Member's platform with all the most current resources housed there for ease of access.
 - b. access to a dedicated Facebook group.
 - c. bi-monthly newsletters to keep you up to date with the Institute events.
- (ix) Members may also submit articles for publication on our website.

- (x) Members also have the opportunity to participate in the voluntary Members Committee, convened with the intention to develop new opportunities for evolving our faithful, fierce feminine graduate community, and to represent the Members to and with the Institute. This Committee may also act as an advisory group to the Institute in the future development of the Institute's training and industry role.
- (xi) While we provide a wide range of resources and support aimed at helping you build a successful practice as an Intuitive Intelligence Trainer, we do not dictate how you run your business. Any advice or insights for marketing your business that may be provided in the Membership are for your consideration and professional development. There is no compulsory marketing scheme or benchmark performance requirements associated with Membership, and you are expected to use your own best judgment in developing your own marketing strategy.

4. Intellectual Property

- (i) The Intuitive Intelligence trade marks and associated intellectual property are owned by Lightworker Institute Pty Ltd ABN 18 601 001 503 (Director: Ricci-Jane Adams).
 - a. The Institute has an exclusive licence to use this intellectual property commercially and to grant sub-licences to graduate members of the Institute.
 - b. It is a condition of the Institute's licence agreement with III IP Holdings that the Institute must ensure that any sub-licensees do not use the intellectual property in any way that could damage the reputation of Ricci-Jane, the Institute or Lightworker Institute Pty Ltd .

- c. Compliance with this provision is essential to preserve the value of the intellectual property for the benefit of all Members of the Institute.
- (ii) Members are granted a non-exclusive, limited licence to use the intellectual property during the term of their Membership.
 - a. Non-exclusive means that there can be more than one Member holding this licence. However, we will only grant this licence to Members of the Institute.
 - b. The licence is limited because you may only use the intellectual property in addition to your own branding, and only in relation to activities or promotions associated with your practice as an Intuitive Intelligence Trainer.
- (iii) This licence authorises you:
 - a. to use the Intuitive Intelligence® trade mark and logo on your website and social media channels;
 - b. to promote your services as a Certified Intuitive Intelligence Trainer; and
 - c. to use the Intuitive Intelligence materials, content, Methodology and trade secrets in your own business and with your clients.
- (iv) The intellectual property includes the content of the training materials provided to Third Level students and graduates including the Method manual and the Methodology manual, except where the contents are identified as another person's work, and aspects of Spiritually Fierce as they pertain to the Third Level.
 - a. Ricci-Jane and the Institute make no claim to being the originator of some of the concepts used in the training, but have created an original contribution to the field in evidencable and innovative

ways. We consider the hallmarks of the originality of the content and practices of our brand of Intuitive Intelligence to be measured by the following indicators:

- i. setting down a major piece of new information in writing for the first time
 - ii. providing an original technique in an existing field
 - iii. showing originality in testing someone else's theory
 - iv. carrying out empirical work that hasn't been done before
 - v. making a synthesis of things that haven't been done before
 - vi. using already known material but with a new interpretation
 - vii. bringing new evidence to bear on an old issue
 - viii. being cross disciplinary and using different methodologies and
 - ix. adding to knowledge in a way that has not been done before.
(see Phillip & Pugh 2010 for more in regards to this)
- b. The presentation of this material in the manuals and training materials is protected by copyright laws and treaties around the world, with all rights reserved. The manuals and training materials also contain our trade secrets, which are methodologies and innovations shared only in the context of our training, and not in the public domain.
- c. We invite graduates to continue to explore, innovate and expand the field of Intuitive Intelligence in the spirit in which they have been trained, and we also request acknowledgment, where appropriate, of the source of your engagement with Intuitive Intelligence theory and praxis.

- d. In case of doubt or confusion, we invite correspondence in regards to any queries and we commit to seeking a mutually beneficial resolution of any intellectual property concerns.
- (v) During your Membership, you must comply with all reasonable directions that we may issue regarding the manner of using our intellectual property. This includes displaying all appropriate trade mark and copyright information on material that you use, in order to maintain appropriate notification and protection of the Institute's intellectual property rights.
- (vi) You agree not to apply for registration in Australia or internationally of any trade mark, business name or company name that incorporates signs, logos or words the same as, substantially identical or deceptively similar to the Intuitive Intelligence trademark or any associated intellectual property, including copyright, whether registered or unregistered.
- (vii) The core content and Methodology of Intuitive Intelligence must be delivered to your clients with integrity, as taught to you in your training with the Institute, and as updated from time to time during your Membership. You may not present the material in a way that makes significant changes to the underlying concept, parameters or scope of the Intuitive Intelligence Methodology. However, it is intended that you will work within the bounds of your own practice, using the modality in a way that reflects your own unique experience and the needs of your clients, while staying true to the principles of the Institute. This means you can change the delivery of the praxis of Intuitive Intelligence as required or evidence works best for those you serve, as long as it honours the philosophy.
- (viii) The Institute is committed to supporting members who require or desire to translate the Method and Methodology into their primary

language. The Institute is developing a policy in regards to translation, in consultation with members who are interested in and/or require a guideline for translation.

5. Fees & GST

- (i) We have introduced a range of Membership options which value where you are in your professional life and support you to grow into who you are becoming in this world. You agree to pay an annual Membership fee to the Institute at the tier level you select when applying for or renewing your Membership.
- (ii) There are 4 tiers of Membership. The annual Membership fee is subject to reasonable increase over time as the Institute evolves.
 - a. STUDENT - For any current postgraduate Student, members who are students in a context outside of the Institute, unemployed or low income earners, and for teachers holding a current licence with the Institute, the annual Membership fee is \$175 AUD. If you are not enrolled as a current Student of the Institute on your renewal date, you must choose either an Associate or Full Membership. However, if you are a Student at the time of renewal, you retain your Student membership for the remainder of that year, even if you complete your studies during that time.
 - b. ASSOCIATE - For any Member who is only working part time with the Intuitive Intelligence theory and praxis, or only using some of this in connection with her business, the annual Membership fee is \$350 AUD. We rely on your honesty in self-determining whether an Associate or Full Membership is more appropriate for your situation.

- c. FULL- For any Member using the Intuitive Intelligence theory and praxis in all or most aspects of her work, the annual Membership fee is \$700 AUD.
 - d. TEACHER - For any member who is participating in the Intuitive Intelligence® Teacher Certification (IICT) or Advanced Practitioner Trainer: Embodiment Program. This membership includes 2 additional 3 hour PD's per year specific to the Teacher Certification Curriculum.
- (ii) Graduates from intakes 1-8 (up to and including the January 2020 commencement cohort) also have the option of continuing with a grandfathered agreement, which is the previous iteration of the Membership Agreement (2019-2020) with the addition of two clauses - the Professional Development requirement and the requirement to hold Membership with the Institute (instead of IICT).
- a. If you choose this option, your annual Membership fee will remain at the current price of \$349 AUD (or \$249 for pre-2019 members) in perpetuity.
 - b. This fee will remain the same over time. However, none of the new benefits added as the Membership evolves over time will be available to those on the grandfathered agreement. Should you wish to participate in these benefits, you will always have the option to choose a different tier of Membership at your annual renewal. The grandfathered option is only available if taken up at your next renewal.
- (iii) To come in line with the bi-annual enrolment structure, if you are a current member in 2021 with a renewal date that falls outside of February and August, your membership will be extended to the month closest (in advance) of your renewal date.

- (iv) A tax invoice will be provided to you.
- (v) The Membership fee is non-refundable, should you choose to withdraw or cancel your Membership. A pro rata refund of your Membership fee will be given if the Institute terminates your Membership.

6. Renewal & Recertification

- (iii) Providing you have met all of the requirements for recertification, at the expiration of your Membership commitment, you will be invited to renew your Membership for a further twelve months.
- (iv) If you do not wish to renew you must notify the Institute at least 30 days before your renewal date.
- (v) We send you a number of reminder emails before your renewal is due. It is your responsibility to ensure that you have completed all of the requirements for recertification, including submission of feedback for the required professional development sessions and your self-assessment form.
- (vi) If you fail to complete all requirements for recertification, you will not be able to renew your Membership or continue practicing as an Intuitive Intelligence Trainer. We desire wholeheartedly to avoid this situation if circumstances are beyond control and ask that you contact us as soon as possible to ensure this situation can be managed to be advantageous to all, and so that whatever extensions are required can be negotiated.
- (vii) We take our responsibility for quality assurance very seriously, as it affects the reputation of the Institute and all Intuitive Intelligence Trainers. We reserve the right to revoke your Membership if:

- a. You cease actively engaging in the Membership for a significant period without a reasonable cause that is beyond your control (noting that if you are experiencing significant hardship, we will always be open to supporting you to preserve the security of your qualifications until you are back on your feet, but if you fail to communicate with us or cease engaging with the Institute without explanation we cannot continue to endorse your licence);
- b. We receive significant negative feedback about you, which our investigations suggest has been made in good faith and is not malicious or vexatious and which has significant potential to injure the Institute's reputation;
- c. You engage in illegal activity including but not limited to so-called 'receiving circles' (pyramid schemes) and attempt to recruit students or graduates of the Third Level into your activities. Please note that if this clause is breached, and evidence has been provided to the effect of your engagement with illegal activity, your membership is subject to an extraordinary termination, with immediate effect.
- d. You have repeatedly failed to comply with directions regarding the appropriate use of intellectual property; or
- e. You are using an outdated version of the Method or Methodology, which is no longer endorsed by the Institute and you are unwilling to update to the latest version.

7. Withdrawal and Cancellation

(a) Withdrawal from Membership

- (i) If at any time you choose to cancel or not to renew your Membership with the Institute for Intuitive Intelligence, you agree that:

- a. You will no longer be authorised to practice as an Intuitive Intelligence Trainer (Intuitive Guide) or to use the Intuitive Intelligence Methodology and praxis in any commercial way. You must use your training in Intuitive Intelligence for personal use only.
 - b. Your licence to use the intellectual property, including trade marks, copyright material and trade secrets is immediately revoked.
 - c. Please be aware that for intakes 1- 8 no one will be excluded from utilising their training going forward if they choose not to take up membership, but this will be managed on a case by case basis, and reasonable grounds must be provided to warrant this decision. If this is the path you choose, you will be invited to nominate the professional body you believe better represents your service and demonstrate your insurance. You can email principal@instituteforintuitiveintelligence.com to make a time to discuss arranging an extraordinary exemption. We will work with you to ensure you can meet the minimum requirements of evidencing insurance and your chosen professional membership body.
 - d. If at any time you choose to return to the Membership community you are always welcome as a graduate of the Third Level with open arms and without prejudice.
 - (ii) Any unused portion of your Membership fee will not be refunded.
- (b) Cancellation
- (i) The Institute reserves the right to cancel, modify or reschedule any element of the Membership due to unforeseen or unexpected circumstances. If this occurs, we will notify and consult with Members to ensure the smooth continuation of your Membership benefits.

- (ii) If you are unable to engage actively in the Membership due to extreme circumstances beyond your control, we may agree to cancel your Membership and provide a pro-rata refund. This decision is made at our sole discretion and requires strong evidence of hardship.
- (iii) If you make misaligned (going against the philosophy of intuitive intelligence) changes to the intellectual property, including the Intuitive Intelligence Method or Methodology, or engage in behaviour capable of damaging the reputation of the Institute or the Intuitive Intelligence brand, you will be notified and requested to bring your conduct back into alignment with our requirements. If you fail to take appropriate action within a reasonable time, your Membership may be cancelled without refund.
- (iv) If your Membership is relinquished, revoked or cancelled for any reason, you:
 - a. No longer have the right to use any of the intellectual property, including trade marks, whether registered or unregistered, trade secrets and copyright resources;
 - b. Lose access to the Membership Simplero platform, although you do retain access to your Third Level Simplero resources.
 - c. Within 14 days must remove all Intuitive Intelligence branding from your website, programs, marketing, social media and other material associated with your business;
 - d. Must cancel or transfer to us any domain names or business name registrations that use the Intuitive Intelligence brand name;
 - e. Understand that your business will be removed from the directory on the Institute's website; and

f. must stop selling any programs, products or services that make significant use of the Intuitive Intelligence Methodology and praxis. If you have any doubt about whether a particular use qualifies as significant, please contact us to discuss how to untangle the Institute's intellectual property from yours in an acceptable manner.

(c) Suspension and termination

(i) The Institute reserves the right to suspend your Membership for a serious or continuing breach of this Agreement in order to prevent damage to the reputation and business activities of the Institute and to preserve the harmony of the Membership as a whole.

(ii) The Dispute Resolution procedures in clause 11 will be applied with the intention of remedying the breach, lifting the suspension and restoring your full Membership rights.

(iii) If a mutually acceptable resolution cannot be achieved, the Institute reserves the right to terminate your Membership.

8. Your Responsibilities

(a) Acknowledgements

(i) As a Member of the Institute for Intuitive Intelligence, you understand and acknowledge that:

a. You are required to represent the Institute and all its activities in the best possible way at all times, and not bring the Institute into disrepute through your activities, statements or communications. When in doubt, refer to the Institute's code of ethics.

b. Although you are not required to continually reference the Institute please be unafraid to acknowledge your professional training and

teaching lineage. This demonstrates your commitment to increasing your level of excellence by investing in your personal, professional and spiritual development.

- c. You participate in the Membership program activities with confidentiality and mutual respect at the centre of your interactions.

(b) Guidelines

- (i) It is a condition of Membership that you abide by the following guidelines:

- a. Members must not identify themselves as the Institute for Intuitive Intelligence. You may identify yourself as a graduate of the Third Level and the Institute, and as a qualified Intuitive Intelligence® Trainer certified by the Institute.
- b. Members must provide all clients, volunteer and paid, with the Institute's official disclaimer, before conducting any sessions using the Intuitive Intelligence theory and praxis. Please note that you are welcome to adapt this legally prepared disclaimer in order to reference your other modalities and ways of working. We recommend seeking legal advice to ensure the legality of your edited disclaimer.
- c. Members must continue to adhere to the communication agreement of the Third Level:
 - Commit to speak with love in all things.
 - Ask yourself before you speak, *is this love or is this fear?*
 - Be impeccable with your word.
 - Speak with integrity and authenticity.

- Above all, respect the confidentiality of the communication you are witness to and part of in the Third Level, and as part of the ongoing sisterhood of the Third Level graduate community.
- d. If there is any disagreement between you and the Institute, you agree to discuss your concerns with Ricci-Jane before taking any other action. This is the meaning of Clause 11(a).

(c) Member's Details

- (i) It is your responsibility to make any changes to your details through the Simplero platform and to ensure those details are kept up to date. Any changes you would like made to your Institute listing should be notified to the Institute. These changes will be made as soon as possible but may not be effective immediately.

9. Disclaimer

(a) Membership Structure & Purpose

The Institute is dedicated to assisting and supporting Graduates of the Third Level in building a sustainable business as Intuitive Intelligence Trainers using the Intuitive Intelligence Methodology and praxis. Membership of the Institute is intended to provide a deeper, ongoing level of connection, mutual trust and respect between you and the Institute, while ensuring all our certified trainers uphold a high standard of practice through continued professional development. It is our aim to empower all Graduates to show up in a professional way so that our evolving industry may be taken seriously and treated with the respect your commitment to excellence deserves.

(b) No Guarantee or Warranty

The Institute makes no guarantee of individual results. There are many variables that will contribute to your success as an Intuitive Intelligence Trainer. Your own commitment, willingness and discipline will ultimately determine the success of your professional activities.

(c) Not Medical Training

Members of the Institute must understand the limitations of their practice. Members who have any physical or mental health concerns should seek professional assistance from a qualified medical practitioner. They must also be alert to the possibility of such concerns in their clients and advise them to seek professional assistance as appropriate.

(d) Relationship with the Institute

Certification as an Intuitive Intelligence Trainer (Intuitive Guide) and Membership of the Institute does not make you an employee, franchisee or contractor of the Institute and you must not represent yourself in this way.

10. Insurance

- (i) Professional indemnity insurance is a requirement of practicing as a certified Intuitive Intelligence Trainer.
- (ii) Public liability insurance is required if you are providing face to face services, and for any in-person events that you facilitate.
- (iii) Members may access competitive rates on insurance with the Institute's preferred insurer. Although you can access insurance from any provider you prefer, "Intuitive Intelligence Trainer" is a recognised modality with our insurer. Please note that this is only available to Australian students at this time.

11. Dispute Resolution

(a) Negotiation

- (i) The Institute and its Members agree that they will make genuine efforts to resolve any dispute arising out of or in connection with this Membership Agreement by negotiation and discussion in good faith. A professional facilitator may be brought in to assist with this process.
- (ii) Please send an email to principal@instituteforintuitiveintelligence.com to begin the process. We will reply within 48 hours (excluding weekends).

(b) Mediation

- (i) If we are unable to resolve a dispute by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an independent accredited mediator, seeking online dispute resolution or mediation by telephone if we are not both in Victoria, Australia.
- (ii) The mediator is to be appointed by agreement between us or, failing agreement within 21 days of the negotiation period ending, the person initiating the dispute will seek the appointment of a dispute resolution professional by the President of the Law Society of Victoria.
- (iii) We agree to share all the costs of mediation equally between us.
- (iv) We agree that neither of us will commence legal action until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted, except where urgent interlocutory relief such as an injunction is required.

(c) Injunctions

Either the Institute or its Members may seek urgent interlocutory relief in relation to the actions of the other without first seeking mediation.

(d) Mutual Non-Disparagement

(i) The Institute and its Members all undertake that there will be no public or private disparagement of each other or anyone associated with them, and will act in good faith to refrain from any conduct or communication which might reasonably be expected to interfere with each others' business or personal interests.

(ii) Any negative public discussion or comments about either party will be considered defamatory, negative, or otherwise damaging, and may be the subject of compensation in any mediation or litigation claim.

(e) Jurisdiction

This agreement is subject to the governing law of Victoria. Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the courts of Victoria, and the Commonwealth of Australia, will have exclusive jurisdiction.

(f) Force Majeure

Neither of us shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either party may terminate this Agreement by written notice to the other party.