

I, \_\_\_\_\_, hereby understand and agree, that in consideration of my attendance and training as a candidate for certification as an Guide (hereby called the 'student') in the Modern Mystery School™ Guide Program (herein called the "Programs") offered by the Modern Mystery School (herein called the "LICENSOR"), shall comply with the following material terms and conditions of my studies and certification:

1. I understand and agree that all records, whether original, duplicated, computerized, memorized, handwritten, or in any other medium or form, and all information contained therein, including names, addresses, phone numbers, medical information and financial information of any account, customer, client, student, or customer lead of the LICENSOR, are confidential and are to be treated with the highest level of respect.

2. This information, whether provided to me by the LICENSOR, or by any authorized representative, is entrusted to me as a student of the Programs. None of such records, nor any part of them is to be removed by me from the premises of LICENSOR in either original form or in computerized, duplicated, or copied form except with the permission of the LICENSOR and then only, for the sole purpose of my participation in the Programs, and the names, addresses, and other facts in such records are not to be transmitted verbally, in writing, or in computerized form or in any other medium by me except in the ordinary course of my participation in the Programs. All of said records or any part of them are the sole proprietary information of LICENSOR and shall be treated by me as confidential information of LICENSOR. I agree not to divulge or disclose this information to any third party and under no circumstances will I reveal or permit this information to become known by any competitor of the LICENSOR either during my service or at any time thereafter.

3. I understand and agree that the records and the information therein are extremely valuable to the LICENSOR and I agree to take all reasonable measures to maintain its confidentiality and to guard its secrecy. This information is not generally known outside the LICENSOR. and this information is confidential and used only on a "need to know" basis. This information is developed and acquired by great expenditures of time, effort, and money. This information is unique and cannot be lawfully duplicated or easily acquired. Consequently, I agree that these records and the information contained therein are the property of LICENSOR and are deserving of trade secret status and protection.

4. If, at any time, I resign from the Programs or provoke my termination, am terminated for cause, or cease my association with LICENSOR (through graduation, certification, etc.), I agree THAT FOR A PERIOD OF FIVE (5) YEARS following my termination or resignation, I will not solicit by mail, by phone, by personal meeting, or by any other means, either directly or indirectly, any student/teacher or representative of the LICENSOR that I attend during my training in the Programs, whom I served or whose name became known to me during my apprenticeship in the Programs or there after. My agreement "not to solicit" means that I will not, DURING MY APPRENTICESHIP AND FOR A PERIOD OF FIVE (5) YEARS thereafter, initiate any contact or communication, of any kind whatsoever, for the purpose of inviting, encouraging or requesting any student/teacher or representative of the LICENSOR:

- a) to transfer from the LICENSOR to me or to my new employer or to any third party whether an individual or other legal entity, or to any place where I am teaching or
- b) to open a new account with me or with my new employer or with any third party whether an individual or other legal entity, or with any place where I am teaching or
- c) to otherwise discontinue its patronage and business relationship with the LICENSOR. The intent of this paragraph is to be broad and all encompassing so as to prevent any prejudice to any.

5. In the event of termination and/or completion of my apprenticeship in the Programs at a Center(s), I shall (i) not solicit, for a period of five (5) years from the date of termination of my service, any of the clients or prospective clients of the LICENSOR whom I served or whose names became known to me while studying or working as an apprentice in the Programs, and (ii) return any original records and purge or destroy any computerized, duplicated, or copied records referred to in points 1 AND 2 which have been removed from the premises of any Centers in any form for any reason.

6. Geographic Limitation. During my apprenticeship in the Programs, and for a period of five (5) years after the termination of my apprenticeship for any reason whatsoever or completion of my apprenticeship, whichever occurs last, I shall be prohibited from competing in any manner, either directly or indirectly, with the business of any teaching of any program or programs similar to the LICENSOR's Programs where that program is based directly or indirectly upon the principles of the MMS methodology, whether or not such program is called (Guide Program, Ritual Master Program, Healers Academy, Empower Thyself, etc.) or some other name. I shall be restricted from competing in the following areas:

- (a) A twenty-mile (20) radius from the location of any of the LICENSOR's Centers:
- (b) And one half mile (.5) radius of a certified MMS Teacher or Guide.

7. I agree that the aforementioned time and geographical limitations on competition are reasonable and that my agreement to them is required in order that I be accepted or continue to be trained in the Programs. I further understand that I have been told by the LICENSOR that the restrictions contained in this agreement are very important and I have been told to have this restriction as well as the rest of this agreement reviewed by legal counsel of my choice prior to my signing the agreement. I understand that the MMS and its Centers(s) business may be severely harmed if I defaulted under any of the provisions of this agreement.

8. In the event I breach any of the covenants of any of the preceding paragraphs I agree that the LICENSOR & any Centers will be entitled to injunctive relief. I recognize that LICENSOR & any Centers will suffer immediate and irreparable harm and that money damages will not alone be adequate to compensate LICENSOR or any Centers or to protect and preserve the status quo. Therefore, I agree:

- (a) that I immediately return to LICENSOR or any Centers all records whether original, duplicated, computerized, handwritten, or in any other form whatsoever, and that I be enjoined and restrained from using or disclosing any information contained in such records; and
- (b) that I be further enjoined and restrained, for the periods set forth in this agreement, from accepting business from any Account who was solicited in violation of this agreement or whose records and information was used in violation of this agreement.

9. For the purposes of paragraph the above, I agree to submit to, and confer exclusive jurisdiction on the court which has original jurisdiction for the judicial district in which the LICENSOR and its Centers is located or in which the offices of the LICENSOR are located. This Agreement shall be construed, governed by, and enforced in accordance with the laws of the province of Ontario or said jurisdiction.

10. I further consent to the issuance of a temporary restraining order or a preliminary injunction to prohibit the breach of any provision of this contract, or to maintain the status quo pending the outcome of any arbitration or judicial proceedings which may be initiated.

11. I agree that should it become necessary for the LICENSOR or any Centers to file suit to enforce the covenants contained herein, and any court of competent jurisdiction awards the LICENSOR or any Centers any damages and/or an injunction due to my acts, then the LICENSOR and/or the Centers shall be entitled to recover its costs incurred in conducting the suit, including reasonable legal and/or attorneys' fees and expenses.

12. I understand that I may not assign my rights or obligations hereunder. The rights and obligation of the LICENSOR hereunder shall inure to the benefit of and shall be binding upon its successors and assigns as well as its licensors.

13. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof and any court of competent jurisdiction is hereby given the authority to rewrite those provisions of the agreement which are deemed to be invalid or unenforceable in a manner as to be as closely consistent with the original provision as is legal and enforceable.

14. The LICENSOR or any Centers failure by to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provisions hereof.

15. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

16. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the province of Ontario or state thereof without giving effect to the conflicts of laws principles thereof.

17. For the purposes of this agreement, the term Certifying Centers shall be deemed to mean any location(s) where the MMS has now or in the future may license the Programs to be taught.

18. Grounds for termination include but are not limited to the above stipulations, violation of the code of ethics, behaviours that are unbecoming of an initiate, breaking of any laws in any jurisdiction and/or simply at the discretion of any member of the Third Order (Gudni Gudnason, Dave Lanyon, Hideto Nakagome).

GUIDE SIGNATURE: \_\_\_\_\_ WITNESS SIGNATURE: \_\_\_\_\_

GUIDE NAME: \_\_\_\_\_ WITNESS NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_