

NON-DISCLOSURE AND COURSE AGREEMENT

This document sets out specific Terms and Conditions you need to be aware of when attending this training with The Acceleration Institute for Natural Therapists. Please read it carefully as it sets out your important rights and obligations. It is a legally binding contractual agreement.

Reading, signing and returning this confirms that you agree that you are willing to be bound by the terms and conditions in this Agreement. That you agree to maintain a high standard of professionalism in your behaviour, manner, language and interaction with others during all of your training with us.

1. This **Non-Disclosure and course Agreement** is created on _____ by and between The Acceleration Institute for Natural Therapists (Kinesiology Business School), hereinafter known as "Party A", P O Box 718 Dee Why, NSW and _____, hereinafter known as "Party B", located at _____. Party A and Party B are hereby known as the "Parties". During these discussions, either party may share certain proprietary information. Therefore, in consideration of the promises and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:
2. This agreement is for training, classes, workshops undertaken by Party B with Party A covering all materials and additional content delivered therein.
3. **Type of Agreement.** Both parties Initial below.
 _____ - **Unilateral** – This Agreement shall be Unilateral; Party A shall have complete ownership of all proprietary information, prohibiting Party B from disclosing said proprietary information to be released by Party A.
4. **Definition of Confidentiality.** In this Agreement, "Confidential Information" refers to any information which has commercial value and is either (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Party A, or (ii) non-technical information relating to Party A's products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to Party A.
5. **Term.** The provisions of this Agreement shall survive termination of this Agreement and the Parties duties to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until the Parties sends a written notice releasing the other Party from this Agreement, whichever occurs first.

6. **Exclusions.** The Parties obligations under this Agreement do not extend to information that is: (i) learned by Party B through legitimate means other than from Party A or Party A's representatives; or (iv) is disclosed by the Party with the other Party's prior written approval.
7. **Obligations.** The Parties shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the party disclosing the information. The Parties shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The Parties shall not, without prior written approval of the Party disclosing confidential information, use for the Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Party disclosing any Confidential Information. The Parties shall return any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if either Party requests it in writing.
8. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
9. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
10. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.
11. **Governing Law.** This Agreement shall be governed under the laws in the State of Sydney, NSW, Australia.

I understand that this training is provided for my education and professional development. I understand that I, my fellow participants and the course facilitators do not diagnose, treat disease, prescribe drugs, provide therapy or solve legal problems. Party A does not take the place of a doctor, registered therapist, lawyer or psychologist or accountant.

I agree that I will take full responsibility for my mental and physical wellbeing during and after the course and will alert the facilitator or seek appropriate professional assistance if I have any concerns. If I have any doubts at all about any issue that might arise, I agree that I will conduct my own research and make my own fully informed decision about what is best for me.

I agree to treat my fellow participants and facilitator with the utmost respect. This includes observing their rights as an individual in relation to gender, creed, sexuality, religion, sexual orientation, politics and personal beliefs. Mutual tolerance is essential to the smooth running of this training and I understand this.

I agree to observe confidentiality around any personal disclosures made by fellow participants and respond sensitively to any issues, experiences and emotions which may arise during the course.

I understand and accept that all of the materials presented during the workshop are copyright to/of Party A, including all printed material issued and digital components also. I understand and agree as a condition of attendance that I will honour all registered and unregistered trademarks and copyright in all training materials including student manuals and additional learning aids created for you during class. I understand that the copying of provided materials is prohibited without exception. this includes videoing or recording the training sessions.

I agree not to publicize or teach the contents of the training in any way, including on any forms of social media. I understand that in order to teach or demonstrate this material to others, I must first become an authorized facilitator of this system of Kinesiology.

I agree that I will NOT perform demonstration of these skills online ever. I agree that this is a reasonable request necessary to preserve the integrity of the program and protect it from unauthorized imitation.

I agree that I will not request fellow participants to provide me with their contact details for the purposes of marketing to them.

I accept full responsibility for my participation in the course and will not hold Party A or any of her team liable for any costs, loss or damage that I may incur as a result of my participation. In any event, Party A's total cumulative liability for all causes of action of any kind shall not exceed the total amount I have paid for the course.

I understand parts of this training may be recorded and all recordings are property of Party A including but not limited to all audio, video and material covered during the program. I understand my image, voice, likeness and recordings may be used at any time to support the growth and betterment of Kinesiology through our communities.

I understand and accept that any breach of this Agreement may result in me being asked to immediately leave the course with no right to a refund. I understand and accept that if I persist in disrupting the course, I may be refused attendance at future training and services from us.

If I have any complaint or problem relating to my participation in the course or this Agreement, I agree to speak privately to the facilitator in order to seek a mutually satisfactory resolution.

PARTY A

PARTY B

Signature: _____

Signature: _____

Name: (T/A Kylie Bryan)_____

Name: _____

The Acceleration Institute for Natural Therapists

Title: _____

Title: _____

Date: _____

Date: _____