



PRESENTERS AGREEMENT

between

E HEALTH LEARNING LIMITED

and

THE COURSE PRESENTER

PRESENTERS AGREEMENT

THIS AGREEMENT is dated as per entered in online Presenter's Form

PARTIES

- 1 **E HEALTH LEARNING LIMITED**, a limited liability company incorporated in England and Wales (with company number 09907543) whose registered office is at 5 Saffron Court, The Avenue, Sherborne DT9 3AH ("**EHL**").
- 2 and the named and address of the teacher is as per entered in the teachers form, ("**THE PRESENTER**")
- 3 Together, EHL and THE PRESENTER are known as Parties

BACKGROUND

- 4 EHL has created or may own or have rights to content which EHL delivers, distributes and or sells digital content, that may include, but is not limited to video's pod-casts, webinars, courses, the "EHL Pre-existing Content"
- 5 THE PRESENTER has created or may own or have rights to content that may include, but is not limited to video's pod-casts, webinars, courses which THE PRESENTER may deliver, distribute and or sell, the "THE PRESENTER's Pre-existing Content"
- 6 THE PRESENTER and EHL wish to create new content that may include, but is not limited to video's pod-casts, webinars, courses, the "Filmed Courses", collectively, the "Joint Content"
- 7 Parties wishes to stream, deliver, distribute, sell Joint Content
- 8 EHL wishes to stream, deliver, distribute and or sell THE PRESENTER's Pre-existing Content
- 9 THE PRESENTER wishes to stream, deliver, distribute and or sell Joint Content on THE PRESENTER's specified website.

AGREED TERMS

10. PERMISSION TO FILM

THE PRESENTER hereby grants EHL permission to film and record a webinar, class or classes

11. COOPERATION

11.1 THE PRESENTER will cooperate with EHL's filming and recording requirements. If required EHL will provide music to be used in the project with the prior approval of THE PRESENTER so as to ensure that the use of sound does not infringe on the intellectual property rights of others.

11.2 THE PRESENTER will release and hold EHL harmless from any and all claims or causes of action arising from any use of intellectual property present in THE PRESENTER's pre-prepared presentation, which is limited to content supplied by THE PRESENTERs's including oral lectures and physical handouts.

12. PARTICIPANTS

EHL will procure the release of class participants as may be needed, but to the extent that the participants are employees, agents, owners, independent contractors or others in any way affiliated with THE PRESENTER, THE PRESENTER will grant permission for those individuals to appear in the Joint Content and THE PRESENTER will release and hold EHL harmless from any claim or cause of action arising from the appearance of these individuals in the Joint Content. THE PRESENTER is fully responsible for the safety of all participants and will release and hold EHL harmless from any and all claim or cause of action for injury, accident or other loss arising from EHL's use of the Joint Content.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 All Joint Content shall at all times remain the property of EHL and THE PRESENTER jointly.

13.2 THE PRESENTER will be the sole owner of any and all intellectual property, IP, generated by the filming and recording described in this Agreement. This includes all written supplementary materials provided by THE PRESENTER.

13.3 THE PRESENTER grants EHL the IP rights for Internet distribution of the Joint Content.

13.4 THE PRESENTER may sell the Filmed Courses on its business or private websites only under terms negotiated via a separate agreement to include EHL providing class previews and vignettes for marketing purposes.

14. PROCEEDS OF SALES

14.1 EHL intends, but is not obligated, to distribute and sell the Joint Content and is solely responsible for decision to sell or otherwise.

14.2 If EHL sells Joint Content, EHL will do so under the terms agreed upon in this Agreement.

14.3 If there are proceeds received by EHL and generated by sale of Filmed Courses and only Filmed Courses, directly or by subscription, then EHL will deliver to THE PRESENTER a 50% percentage of the gross proceeds after deduction of financial transaction costs of the each sale of the Filmed Course, as per in Annex 1, within ninety (90) days of receipt of the proceeds of the sale.

14.4 EHL guarantees payment to THE PRESENTER for each Filmed Course as per in Annex 1

14.5 THE PRESENTER has no rights implied or otherwise in the net proceeds of the sales of other filmed courses or recordings and is entitled only to a portion of the net proceeds for Filmed Courses pursuant to this Agreement and described herein.

14.6 EHL will report any and all sales of the Filmed Course to THE PRESENTER at the time THE PRESENTER is paid pursuant to this paragraph.

14.7 THE PRESENTER has no right to information about other EHL's sales or other financial information.

14.8 In the event that THE PRESENTER receives any proceeds from the sale and distribution of the Filmed Courses on THE PRESENTER's website, THE PRESENTER will deliver to EHL a percentage of the gross proceeds after deduction of financial transaction costs of each sale of the Filmed Content, as per Annex 1, within ninety (90) days of receipt of the proceeds of the sale.

15. CONFIDENTIALITY

15.1 THE PRESENTER shall not represent itself as being associated or having been associated with EHL unless previously agreed in writing.

15.2 EHL shall not represent itself as being associated or having been associated with THE PRESENTER unless previously agreed by writing.

15.3 THE PRESENTER shall not reveal, discuss or disclose the creative process used in the creation of Joint Content nor any information that is proprietary to EHL.

16.4 THE PRESENTER is obligated to keep any information obtained strictly confidential and shall not disclose said information to any third parties or use said information for the benefit of THE PRESENTER.

16. MARKETING

16.1 EHL will notify THE PRESENTER when the Joint Content is posted in EHL Website(s)

16.2 THE PRESENTER agrees to place a visible link on their website to ehealthliving.org or other site as may be advised, within 30 days of being notified that the Joint Content has been posted on EHL website(s).

16.3 EHL agrees to assist THE PRESENTER to create said link free of charges if so required or requested.

16.4 THE PRESENTER also agrees to market the Filmed Course via prominent links from THE PRESENTER's website, timely notify members of THE PRESENTER's mailing lists, social media contacts and include in newsletters and other social media and media as appropriate.

17. EQUITABLE RELIEF

17.1 THE PRESENTER acknowledges that EHL may have no adequate means of protecting its rights under this Agreement other than securing an injunction. Accordingly, THE PRESENTER agrees that EHL is entitled to enforce this agreement by obtaining a temporary restraining order, preliminary injunction and permanent injunction, and any other appropriate equitable relief, in any court of competent jurisdiction.

17.2 Without an injunction, THE PRESENTER acknowledges that EHL's recovery of damages will not be an adequate means to redress a breach of this agreement.

17.3 Nothing contained in this paragraph, however, shall prohibit EHL from pursuing any remedies in addition to injunctive relief, including recovery of damages and attorney fees in the event of a breach of this Agreement by THE PRESENTER.

18. JURISDICTION

This agreement shall be interpreted under the laws of the United Kingdom. Jurisdiction for any actions filed to enforce or interpret this agreement shall be under English Law.

This agreement is considered signed and dated upon submission of the teachers form.

Annex 1

Payments

Any proceeds received by EHL and generated by sale of Filmed Courses and only Filmed Courses, directly or by subscription, then EHL will deliver to THE PRESENTER percent (50 %) of the gross proceeds after deduction of financial transaction costs of the each sale of the Filmed Course, within ninety (90) days of receipt of the proceeds of the sale.

Post-Live Profit Share

In the event that THE PRESENTER receives any proceeds from the sale and distribution of the Filmed Courses on THE PRESENTER's website, THE PRESENTER will deliver to EHL percent (50%) of the gross proceeds after deduction of financial transaction costs of each sale of the Filmed Content, within ninety (90) days of receipt of the proceeds of the sale.