

Agreement for access to the Syn Alia Training Systems ("SATS") Perception Modification Protocol ("PM") of Kayce Cover

This Agreement is entered into on date: \_\_\_\_\_ by and between Kayce Cover ("Cover") and the undersigned party:

1. The parties acknowledge and agree that access to proprietary information on the subject of the Perception Modification protocol, which is the property of Cover, has been granted to the undersigned by Cover, on the following conditions: The undersigned will use this information solely to teach animals to cope with stress and manage their emotions. The undersigned will not, in any way, attempt to share these materials with other people, nor attempt to teach people the materials, or how to use these materials. The undersigned will not hold themselves out as a SATS trainer, nor as an expert in SATS methodologies.

The undersigned will not modify the materials in any way, or promulgate the SATS/Cover methodologies or any derivative of these materials and methodologies.

2. Should the undersigned party wish to earn certification from Kayce Cover, and be recognized for attaining competence as a trainer of SATS Perception Modification, there is a second agreement which opens the path to certification. Certification must first be earned, and then maintained through ongoing education, recertification, participation in the SATS community, and direct interaction with Cover. Certification brings certain benefits, supports, responsibilities and restraints, in order to protect prospective clients, preserve SATS methodologies, and promote harmony between certified trainers, and allows Kayce Cover to present certified trainers on her official SATS website at synalia.com.

In witness whereof, this Agreement is executed as of the date first above written.

By: (you- please put your name here, and sign below it)

Student Name (written):

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Student Signature:

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By: Kayce Cover

Signature: \_\_\_\_\_

Continue for agreement Part 2, for those seeking certification.

Part 2, for those seeking certification in the SATS/Cover Perception Modification protocols and methodologies:

If you seek to attain and maintain recognition as a trainer certified in SATS Perception Modification, the following applies, in addition to the above:

The undersigned acknowledges and agrees that the granting of certification to hold oneself out as a “certified SATS or PM Trainer” and the retaining and sustaining of such certification are conditioned upon adherence to the following terms and conditions.

1. The parties acknowledge and agree that certification has been granted by Cover after your submission of satisfactory video, as determined by Cover in her sole discretion, demonstrating competency in the PM techniques and achievement of a test score of 95% or above.

2. Certification permits the undersigned to undertake the following activities:

- (a) to hold oneself out as a certified SATS PM trainer;
- (b) to use PM techniques to empower animals;
- (c) to teach animal owners to do the following things:

- (i) how to administer the bridges

- (ii) how to narrate the animal’s progress and course using ‘name and explain’ and bridging

- (iii) how to use body work to help the animal relax and to learn how to relax

- (iv) how to appropriately use if/then statements to aid their animal’s progress
  - (v) how to minimally assist as you conduct cycles with their animal, under your guidance and supervision

- (vi) how to verbally review the events and progress of cycles with the

animal

- (d) teach your assistants how to present cycle trials under your direct supervision

- (e) conduct SATS community groups or classes only with local student clients, whether in person or virtually.

3. The following activities are prohibited and not authorized by SATS PM certification:

- (a) Teaching PM techniques to other trainers

- (b) Teaching animal owners PM techniques other than as expressly set forth

above

(c) Teaching animal owners to train the bridges

(d) Teaching animal owners how to plan and conduct cycles on their own

(e) Modifying or renaming SATS tools or materials

(f) claiming ownership or authorship of SATS tools and/or materials

(g) teaching SATS tools or materials to other trainers or your assistants, other than as expressly set forth above

(h) share, distribute or utilize SATS tools or materials developed by Cover, except as expressly permitted herein.

4. The undersigned certified trainer shall indemnify, defend and hold harmless Cover from and against any losses, liabilities, damages, costs, or expenses, including reasonable attorney's fees, arising from any third party claim or action arising out of any actions, omissions or failures to act by the undersigned certified trainer in performing or providing any SATS training which result in death, personal injury or property damage.

5. The undersigned certified trainer acknowledges that Cover retains all proprietary rights to the "SATS" training system and specifically to all related books, pamphlets, voice and sound recordings, videos, graphics, photos, documents and text included therein, and including all services and products made available to the undersigned by Cover, including, without limitation, as part of any class or presentation on line, on a web site, or app ( collectively, the "Training Materials"). The undersigned certified trainer is prohibited from modifying, copying, or altering the Training Materials or creating derivative works based on the Training Materials except as expressly provided herein. The undersigned is specifically prohibited from using the Training Materials to build a competitive product or service.

6. Cover expressly disclaims all express and implied warranties with respect to the Training Materials and the PM and SATS techniques. The undersigned expressly agrees that Cover will not be liable for any damages that the undersigned or any animal owner clients may incur as a result of the use or inability to use any of the SATS techniques. The undersigned acknowledges that it is solely responsible for its own business, services, earning potential, and business plan.

7. The undersigned acknowledges that Cover maintains a tiered certification system which ranges from Level 1-3 to Instructor. Only those individuals certified as Instructors are authorized to teach PM techniques to other trainers.

8. The undersigned acknowledges and agrees that a breach of any of the provisions of this Agreement shall entitle Cover to rescind certification and terminate this Agreement. In such event, the provisions of Sections 4,5, and 6 hereof shall expressly survive any such termination.

9. This Agreement may not be assigned.

10. This Agreement may not be modified except in a writing signed by both parties.

11. This Agreement is governed by the laws of the State of Virginia.

In witness whereof, this Agreement is executed as of the date first above written  
By (you - please put your name here, and sign below it):

Certified Trainer Name (written):

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Certified Trainer Signature:

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In witness whereof, this Agreement is executed as of the date first above written  
By Kayce Cover:

Signature: \_\_\_\_\_