



## SQ Member Agreement

Derek O'Neill and SQ Worldwide have created a cooperative network of practitioners and teachers of healing modalities to allow for consistent and reliable therapies. The healing modalities conducted by practitioners within the SQ WORLDWIDE healing systems are not meant to be substitutes for necessary and appropriate medical attention for the recipients. Prema Birthing or Rising Star healing sessions should not be used exclusively and/or as replacements for any obligation or necessity to seek and implement appropriate medical practices or treatments. SQ WORLDWIDE understands the importance of a confident and ethical practitioner and therefore it is imperative that each SQ WORLDWIDE member ("Member") demonstrates compliance with the following, as applicable to such Member's specific practitioner or teacher involvement with the respective modalities. I, in my capacity as a Member, agree to each of the following terms and conditions:

### **USE OF PREMA AGNI SYMBOL**

The term "Prema Agni Healing" and the Prema Agni symbol are protected trade and service marks owned by SQ WORLDWIDE and Derek O'Neill. Such protected name and symbol may only be used for the purposes of healing in accordance with the SQ WORLDWIDE Code of Ethics ("Code of Ethics") set forth on the SQ Worldwide website ([derekoneill.com](http://derekoneill.com)) or any successor website designated by SQ WORLDWIDE and/or Derek O'Neill (the "SQ WORLDWIDE Website").

No other uses of the name or symbol are permitted without the express written consent of SQ WORLDWIDE and Derek O'Neill or in accordance with approved materials for use by regular or Gold Members of SQ WORLDWIDE. Non-members or cooperative members may not use the name and symbol except for healing purposes. I may not use the Prema Agni symbol on other items without written permission from SQ WORLDWIDE. Any use of the Prema Agni Healing™ Modality, Prema Birthing Healing™ Modality, Rising Star Healing™ Modality and More Truth Shall Set You Free Workshops™ names and symbols must be in accordance the terms and conditions of the Code of Ethics and other requirements set forth from time to time on the SQ WORLDWIDE Website.

### **USE OF RISING STAR SYMBOL**

Members of SQ WORLDWIDE may use the Rising Star name and symbol only on flyers and e-mail announcements for Rising Star initiations and healing sessions, and More Truth Will Set You Free workshops. SQ WORLDWIDE and Derek O'Neill reserve the right to withdraw permission to use the Rising Star symbol at their discretion. Members may not use the Rising Star symbol on other items without written permission from SQ WORLDWIDE or Derek O'Neill. Members may not use the Rising Star symbol on any website, personal business cards, personal brochures, or other personal or business materials without written permission from SQ WORLDWIDE or Derek O'Neill. Cooperative Associates or non-members may not use the Rising Star name or symbol in any capacity. Any use of the Prema Agni Healing Modality, Prema Birthing Healing Modality, Rising Star Healing Modality and More Truth Shall Set You Free Workshops' names and symbols must be in accordance with trademark and intellectual property laws.

## **CODE OF ETHICS**

Members shall follow and abide by the Code of Ethics which is set forth on the SQ WORLDWIDE Website, and which is incorporated herein by reference. Any violation of the Code of Ethics shall be grounds for immediate termination by SQ WORLDWIDE and Derek O'Neill, in their sole and absolute discretion, of a Member's rights and privileges of membership in SQ WORLDWIDE ("Membership"), including, without limitation, the right to facilitate and use the Rising Star, Prema Agni, Prema Birthing and More Truth Will Set You Free healing modalities. Members agree to immediately cease and desist any activities inconsistent with or in violation of the Code of Ethics, and hereby agree and consent to the entry of appropriate injunctive relief against them for any conduct that is inconsistent with and/or violates the Code of Ethics.

## **CARDS AND FLYERS**

SQ WORLDWIDE will provide standardized, professionally designed Prema Birthing Practitioner, Rising Star Practitioner and Teacher and More Truth Will Set You Free workshop facilitator business cards and brochures which will benefit Members' advertising efforts and spread a consistent message of Love through SQ WORLDWIDE.

## **USE OF COMMERCIAL PRODUCTS**

Members shall not manufacture, use and/or distribute Commercial Products bearing the name and/or symbols of and/or connected with any of Prema Agni, Rising Star or SQ Worldwide unless SQ WORLDWIDE and/or Derek O'Neill have granted explicit written permission to such Member to use such names and symbols in such manner and the project is in alignment with the Code of Ethics in Derek O'Neill and SQ WORLDWIDE's sole discretion. Such Member shall adhere strictly to the terms and conditions of any consent granted by Derek O'Neill and/or SQ WORLDWIDE with respect to such Commercial Products. "Commercial Products" are those materials, whether physical or digital, intended by the practitioner and/or teacher to advertise or market his or her association with SQ WORLDWIDE and used by the practitioner or teacher in any way to promote his or her activities as practitioner and/or teacher of Rising Star, Prema Birthing and More Truth Will Set You Free and/or any other activities of Member.

## **ROYALTIES FROM MORE TRUTH WILL SET YOU FREE WORKSHOPS**

In accordance with the terms and conditions of the contracts signed by More Truth Will Set You Free Teachers, said terms and conditions being incorporated herein by reference, each Member who is a More Truth Will Set You Free facilitator agrees to promptly remit to SQ WORLDWIDE an amount equal to 30% of the funds collected by such facilitator from each More Truth Will Set You Free workshop conducted by such facilitator minus expenses incurred by the facilitator in connection with such workshop as a licensing royalty for conducting and facilitating this event. More Trust Will Set You Free facilitators agree to remit such funds to the address set forth on the Contact page of the SQ WORLDWIDE Website.

## **USE OF PHOTOGRAPHS**

Members shall not take and/or use photographs of Derek O'Neill, Linda O'Neill or other SQ WORLDWIDE team members and employees at SQ WORLDWIDE events and/or workshops unless SQ WORLDWIDE and/or Derek O'Neill have granted such Member explicit permission to do so and the use of such picture or pictures is in alignment with the Code of Ethics, in SQ WORLDWIDE and/or Derek O'Neill's sole discretion. Members or any other persons may purchase professionally captured photographs of the above-referenced persons at SQ WORLDWIDE workshops and/or other events from persons and in the manner authorized by SQ WORLDWIDE.

## **INDEMNIFICATION**

Members of SQ WORLDWIDE and any person using Rising Star, Prema Birthing, Prema Agni and More Truth Will Set You Free healing modalities or workshops agree to fully indemnify and hold harmless SQ WORLDWIDE, any affiliate of SQ WORLDWIDE, Derek O'Neill and any

director, officer, agent or employee thereof for damages, costs and expenses claimed by third parties incurred by reason arising from such Member's, Practitioners or Teacher's activities. Members, Practitioners and Teachers will provide a defense for SQ WORLDWIDE, its affiliates, Derek O'Neill and any director, officer, agent or employee thereof. SQ WORLDWIDE and Derek O'Neill have the right to require Members, Teachers and Practitioners to carry liability insurance if, in the discretion of SQ WORLDWIDE and Derek O'Neill, such insurance is necessary. Members, Teachers and Practitioners shall name SQ WORLDWIDE and Derek O'Neill as additional insureds on such Member's liability insurance policy or policies.

## **INTELLECTUAL PROPERTY**

The information, designs, photographs and other materials contained on the SQ WORLDWIDE Website are the sole property of SQ WORLDWIDE and no person may make unauthorized copies or use any designs, photographs, logos, symbols, software or any other intellectual property associated or connected with the SQ WORLDWIDE Website. SQ WORLDWIDE and/or Derek O'Neill may, in their sole and absolute discretion, immediately terminate a Member's membership in SQ WORLDWIDE if such Member violates this provision and the offending Member agrees that SQ WORLDWIDE may obtain appropriate injunctive relief to protect SQ WORLDWIDE's rights hereunder.

## **WAIVER AND RELEASE**

Members hereby waive, release and assign all rights to their image or other intellectual property to SQ WORLDWIDE (or its successors and/or assigns) and Derek O'Neill arising from their presence at any event, activity or function organized by or connected with SQ WORLDWIDE or Derek O'Neill and consent to the use of such Member's image, voice or words in any promotional materials arising from such workshops or function. Members and other persons attending workshops or other training classes facilitated by Derek O'Neill, SQ WORLDWIDE, any affiliate thereof or any other Member of SQ WORLDWIDE further waive any claims, actions or right to damages arising out of their presence at the workshop or training classes. Healing, initiation and training may involve some risk of physical injury, no matter how remote, and Members and other participants understand that this waiver is a requirement of being allowed to participate in such workshop or class.

## **AMENDMENTS, SUPPLEMENTS AND/OR OTHER MODIFICATIONS**

Members hereby acknowledge that Derek O'Neill and SQ WORLDWIDE may, from time to time in their sole and absolute discretion, amend, supplement or otherwise modify the Code of Ethics and/or any other terms, conditions and/or requirements governing or related to the practice of any healing modalities associated with Derek O'Neill and/or SQ WORLDWIDE, and Members agree to be bound by such modified terms, conditions and practices in order to continue to remain Members in good standing of SQ WORLDWIDE. Members agree to periodically check the SQ WORLDWIDE Website for notice of such modified requirements of Membership, which may be provided by SQ WORLDWIDE by posting on the SQ WORLDWIDE Website, through emails and/or any other method of communication in SQ WORLDWIDE's discretion and to promptly provide notice to SQ WORLDWIDE of any change in the address, telephone number, email or other contact information of such Member.

## **ADDITIONAL AGREEMENTS**

This agreement contains the entire agreement of the parties hereto in respect of the matters described herein and contemplated hereby, and all prior agreements among or between such parties, whether oral or written are superseded by the terms of this agreement. Wherever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

Whenever in this agreement Derek O'Neill or SQ WORLDWIDE is referred to, such reference shall be deemed to include the legal representatives, successors and assigns of such party. All covenants, promises and agreements in this agreement by Member shall inure to the benefit of the legal representatives, successors and assigns of Derek O'Neill and SQ WORLDWIDE. This agreement shall be binding upon and shall inure to the benefit of the parties hereto (and to Derek O'Neill and SQ WORLDWIDE's respective successors and assigns) forever (unless terminated by Derek O'Neill and/or SQ WORLDWIDE in accordance with the terms hereof). No other party shall be deemed a beneficiary of or rely on this agreement.

This agreement may not be transferred or assigned to any other person or entity by Member without the express consent of Derek O'Neill and/or SQ WORLDWIDE, such consent to be given or withheld in the sole and absolute discretion of Derek O'Neill and/or SQ WORLDWIDE. This agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the conflict of laws principles thereof.

**CONSENT**

By checking the I Agree below, I hereby agree to be bound by each of the terms and conditions hereof as fully and completely as if by signing my name under seal.

I agree to the above.

Name: \_\_\_\_\_

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