

This agreement is mandatory for everyone who enrolls in the certification as an Official Salon Partner of the ASMR & Massage Academy. Without signing, certification is not possible.

CERTIFIED PARTNER AGREEMENT ASMR & MASSAGE ACADEMY
Basic Certification

Parties

This agreement is concluded between:

ASMR & Massage Academy, established in Rheden, registered in the Dutch Chamber of Commerce under number 83370447, represented by Nienke Prein, hereinafter referred to as "Licensor"

and

X, established in **X**, registered in the Chamber of Commerce under number **X**, represented by **X**, hereinafter referred to as "Certified Partner".

Whereas:

1. Licensor is the copyright holder of the ASMR & Massage concept as described in Appendix 1 to this agreement, hereinafter referred to as "the Concept".
2. Licensor and Certified Partner wish to record all agreed terms in this license agreement.

Agree as follows:

Article 1 – License

1. Licensor grants Certified Partner a non-exclusive, personal, and non-transferable right of use of the Concept.
2. Certified Partner expressly does not obtain the right to grant sublicenses.
3. Certified Partner only obtains the right to use the Concept after fully completing an Expert Training or the Masterclass ASMR. After completing the training, Certified Partner may refer to themselves as "Certified Partner".
4. As a Certified Partner, the Certified Partner may:
 - Commercially apply the learned ASMR & Massage Concept, including in their

salon or practice;

- Use the official ASMR & Massage partner logo;
- Be listed on the official partner page of ASMR & Massage Academy, after attending the practice day.

5. All copyrights to the Concept remain with Licensor, including after termination of this agreement. Certified Partner is not permitted to use the Concept outside the purposes and duration as set out in this agreement.
6. Certified Partner is permitted to make adaptations in the application of the Concept. However, this does not affect the ownership and copyrights of Licensor and does not create new rights for Certified Partner.
7. Certified Partner shall at all times mention Licensor as the official trainer and developer of the Concept and the certification in all external communication, including but not limited to collaborations and media appearances.

Article 2 – Term and Renewal

1. The certification is granted for a fixed term, commencing on **X**.
2. If Certified Partner wishes to continue using the Concept after the included first year, they must enter into an annual renewal in the form of a Basic Renewal or Premium Renewal.
3. The Basic Renewal includes maintenance of certification and therefore a license for commercial use of the Concept, use of the partner logo, and listing on the partner page. This package is automatically selected after the first year.
4. The Premium (Expert Circle) Renewal includes everything in the Basic Renewal plus access to the online learning environment with advanced content, access to the private community, and participation in monthly online brainstorm sessions. Certified Partner may upgrade to this package at any time for an additional fee.
5. The certification will automatically renew annually and be collected via automatic direct debit, unless Certified Partner terminates the agreement no later than one calendar month prior to the end of the current license period.
6. Licensor is permitted to increase prices, provided such increase is announced at least two calendar months in advance. The new price will apply from the next renewal period.

Article 3 – Fee

1. Certified Partner shall pay an amount of €147 (excluding VAT) to Licensor as compensation for the granted rights.
2. Automatic renewal will be collected via direct debit. If the payment cannot be processed or is unjustly reversed while the agreement has not been terminated in time, Certified Partner shall owe statutory interest and all reasonable costs incurred by Licensor to recover the amount.

Article 4 – Termination

1. Licensor is entitled to revoke certification if:
 - The Concept is used in a way that conflicts with the core values and quality standards of the ASMR & Massage Academy;
 - The official partner logo or title “Official Salon Partner” is used without valid certification;
 - The Certified Partner presents the Concept as their own development without mentioning ASMR & Massage Academy or founder Nienke Prein;
 - Misleading or unauthorized claims are made in communication with clients;
 - Trainings or workshops are offered under the name of the Concept without permission;
 - There is structural negative feedback from clients indicating insufficient quality or professionalism;
 - The intellectual property rights of Licensor are infringed.
2. In case of revocation as stated above, Licensor is not obliged to refund any paid certification or renewal fees.
3. Both parties are entitled to immediately terminate the agreement, without compensation, in the event of:
 - a) application for or granting of suspension of payments;
 - b) bankruptcy filing or declaration;
 - c) liquidation or cessation of business;
 - d) guardianship, receivership, or debt restructuring.
4. If Certified Partner does not renew, all rights under this agreement lapse. Certified Partner may then:
 - No longer commercially apply the Concept;
 - No longer refer to themselves as Certified Partner;
 - No longer use the partner logo.

5. After termination, Certified Partner must:
- Immediately remove the partner logo and all references to ASMR & Massage Academy from all communications;
 - Cease communication about the certification.

6. Licensor is entitled to request proof of such removal.

Article 5 – Final Provisions

1. If Certified Partner breaches any provision of this agreement, they shall owe an immediately payable compensation of **€441** (excluding VAT), plus €100 per calendar day for each day the violation continues.
2. Licensor is not liable for damage resulting from Certified Partner's application of the Concept in their practice. Any liability is limited to the amount paid out under Licensor's liability insurance.
3. If any provision of this agreement is null or voidable, the remaining provisions remain valid.
4. If provisions of this agreement conflict with the general terms and conditions, the provisions of this agreement prevail.
5. This agreement is governed by Dutch law.
6. The court in the district where Licensor is established shall have jurisdiction over disputes arising from this agreement.

Signed:

Licensor

Nienke Prein

ASMR & Massage Academy

Date



X

Certified Partner

X

Appendix 1 – The Concept

The Concept of ASMR & Massage Academy consists of:

1. Combination of ASMR and Massage

A unique service and training methodology developed by ASMR & Massage Academy, combining relaxation techniques with massage and specific ASMR triggers to achieve deep relaxation and sensory stimulation.

2. Core Elements

The Concept includes, among others:

- The application of head, facial, and body massage techniques combined with ASMR triggers;
- The use of tools such as sensory brushes, hair sticks, misters, spinners, and similar instruments aimed at tactile and auditory relaxation;
- The integration of sensory elements such as soft sounds, subtle scents, water experiences, and intentional touch;
- Structured massage formats developed by ASMR & Massage Academy.

3. Protected Elements

- The name ASMR & Massage Academy, branding, training materials, teaching methods, and visual identity;
- The specific way in which massage is combined with ASMR triggers into an experience;
- All training materials, manuals, videos, logos, and other documentation made available to Licensee.

4. Exclusions

The Concept does not include general massage techniques without integration of ASMR triggers, nor general relaxation methods not trained or authorized by ASMR & Massage Academy.

5. Further Development

The Concept is continuously evolving. New components, trainings, or methodologies developed by ASMR & Massage Academy automatically fall under this definition, unless expressly agreed otherwise.