

ENROLLMENT AGREEMENT

This Enrollment Agreement (“Agreement”) is made this ___ day of _____, ____ (the “Effective Date”) between Victoria Stilwell Academy, LLC (“VSA”) and _____ (“Student”). VSA and Student are referred to herein collectively as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, VSA has created, compiled and owns certain proprietary dog-training methods, learning modules, coursework, teaching materials, intellectual property, trade secrets and other proprietary information (collectively, the “VSA Course”); and

WHEREAS, Student wishes to obtain from VSA, and VSA is willing to grant to Student, permission to enroll in the VSA Course on the terms and conditions specified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Definitions.** In addition to other terms defined elsewhere herein, the following terms shall have the following corresponding meanings for purposes of this Agreement:
 - 1.1. “VSA Course” means the VSA Course as specified and described on Exhibit A which is attached hereto and incorporated herein, including any updates or revisions to the VSA Course that VSA may make in its sole discretion.
 - 1.2. “Registration Period” means the period beginning on the Effective Date and ending on the Course Start Date.
 - 1.3. “Course Start Date” means the date the VSA Course is scheduled to begin as specified on Exhibit A.
 - 1.4. “Enrollment Period” means the period beginning with the Registration Period and ending upon the satisfactory completion of the VSA Course (“Course Completion Date”).
 - 1.5. “Registration Fee” means a one-time, lump-sum, non-refundable fee in the amount specified on Exhibit A hereto, which shall be due and payable on the Effective Date.
 - 1.6. “Initial Installment Payment” is applicable only if Student chooses and is accepted by VSA to pay VSA Course tuition in financed installments and means a fee in the amount specified on Exhibit A hereto, which must be timely paid in order to facilitate access to the VSA Course as described in Section 2 below.
 - 1.7. “Tuition Balance” means the balance of the full tuition amount specified on Exhibit A hereto, which must be timely paid in order to facilitate and maintain access to the VSA Course as described in Section 2 below.

- 1.8. “Payment Terms” means the terms surrounding payment of the Registration Fee, Initial Installment Payment (if applicable), Tuition Balance and other matters related thereto as specified on Exhibit A.

2. **Terms of Enrollment.**

- 2.1. VSA Course Access. In consideration for and subject to Student’s timely payment of the Registration Fee and Student’s continued advanced payment thereafter of the Initial Installment Payment (if applicable) and the full Tuition Balance – either in full or via mutually-agreed financing terms – VSA will provide Student access to the VSA Course during the Enrollment Period according to the terms and conditions provided herein.
- 2.1.1. Under no circumstances shall Student sell, lease, assign, sublicense, or otherwise transfer or disclose, or permit the transfer or disclosure of the VSA Course, in whole or in part, to any third party, or permit any third party to use or access the VSA Course or materials associated with the VSA Course, without the prior written consent of VSA;
- 2.1.2. Under no circumstances shall Student disclose to any third party any image, instructions, diagram, text, or other information from the VSA Course or that is based upon or aggregated or derived from the VSA Course and that effectively discloses information contained in the VSA Course or could allow a third party to ascertain information contained in the VSA Course, without the prior written consent of VSA; and
- 2.1.3. Under no circumstances shall Student copy or duplicate by any means the VSA Course or any materials associated with the VSA Course (regardless of whether those materials were prepared by VSA, Student or a third party) without the prior written consent of VSA.
- 2.1.4. Student acknowledges and agrees that VSA shall exclusively retain all right, title, and interest in and to the VSA Course, including without limitation all copyrights, trademarks, intellectual property and other rights associated with VSA and the VSA Course and that at no time, whether during the term of this Agreement or thereafter, shall Student have any right to use the copyrights, trademarks, trade secrets, or other intellectual property or proprietary rights of VSA or the name, likeness or other indicia related to Victoria Stilwell (“Stilwell”) without the prior written consent of VSA. Student acknowledges and agrees that it will not contest or assist any third party in contesting VSA’s ownership rights to the VSA Course or any intellectual property or other proprietary owned by VSA, Stilwell or any of their employees, members, officers, directors, affiliated entities, licensees, agents, or other representatives. VSA shall have the right to use the name, image, likeness or other information about Student in VSA’s advertising and/or promotion.
- 2.2. Support Services. Student acknowledges and agrees that VSA shall not be responsible for any downtime or other service interruptions or technical issues associated with the provision of online access to the at-home learning modules or real-time cyber classes contained in the VSA Course. Student will look solely to the operator of VSA’s chosen

online hosting platform and the other service providers that may facilitate online access for all technical support.

3. Updates and Revisions; Upgrades.

- 3.1. Updates and Revisions to VSA Course. Student understands and agrees that any updates and revisions to the VSA Course shall be made in VSA's sole discretion based on VSA's then-current business practices, the availability of relevant information to be included therein, and other factors. VSA shall have no obligation to make updates and revisions to the VSA Course.
- 3.2. Upgrades to VSA Course. VSA may from time to time supplement/edit/delete/amend some or all of the materials in the VSA Course. At VSA's sole discretion, VSA may designate any such supplemented/edited/deleted/amended versions as an "Upgrade," which shall be deemed a different course and not an update or revision to a VSA Course. Upgrades to any of the VSA Course are not subject to this Agreement and will be separately priced by VSA. An Upgrade to a VSA Course will be identified by a new course name.

4. Cancellation or Discontinuation of Enrollment Period.

- 4.1. Cancellation/Termination of Enrollment Period. Student may at any time cancel his/her enrollment in the VSA Course subject to terms and conditions of this Agreement, including but not limited to the Refund Policy as specified on Exhibit A. The Enrollment Period for the VSA Course will expire effective immediately upon such cancellation by Student or in the event of termination of this Agreement by VSA, including but not limited to termination of this Agreement by VSA for any breach by Student of the Attendance and Academic Standards Policy (as specified on Exhibit A), the Code of Conduct (as specified on Exhibit A), Training Tools and Methods (as specified on Exhibit A), the Payment Terms (as specified on Exhibit A), failure to timely pay the Registration Fee, the Initial Installment Payment (if applicable), any installment payment or the final balance of the Tuition (as specified on Exhibit A) or any other covenant, condition on, or representation by Student in this Agreement or any other obligation of Student arising under this Agreement or under the Student Handbook.
- 4.2. Discontinuation of VSA Course. Notwithstanding anything to the contrary herein, VSA may, at its sole discretion, for any reason and at any time, discontinue the VSA Course and/or any version of a VSA Course subject to the Refund Policy specified on Exhibit A.
- 4.3. Expiration of Enrollment Period. Upon expiration of the Enrollment Period, Student will not be entitled to: (1) receive any further access to the VSA Course; (2) download or receive from VSA any copies of or materials from the VSA Course; or (3) receive any further training, services, assistance or instruction from VSA with respect to the VSA Course.

5. No Warranties; Limitation of Liability.

- 5.1. Disclaimer of Warranties. THE VSA COURSE(S) ARE PROVIDED "AS IS" AND VSA MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO ITS CONTENT, TRAINING METHODS, INSTRUCTION, TEACHING MATERIALS, ANY

OUTCOMES OR OPPORTUNITIES OR RESULTS FROM ENROLLMENT IN THE VSA COURSE OR SUITABILITY FOR USE. VSA FURTHER DISCLAIMS ANY WARRANTY THAT THE ONLINE PORTIONS OF THE VSA COURSE WILL BE ACCESSIBLE AT ANY GIVEN TIME OR BY ANY PARTICULAR BROWSER OR OPERATING SYSTEM OR ON ANY PARTICULAR DEVICE. VSA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH REGARD TO THE VSA COURSE.

- 5.2. Limitation of Liability. IN NO EVENT SHALL VSA BE LIABLE TO STUDENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VSA'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE FEES PAID TO VSA BY STUDENT UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. Indemnification.

- 6.1. Indemnification by Student. Student shall indemnify VSA and hold VSA and its members, employees, representatives, independent contractors, attorneys, affiliated entities, and agents harmless from any loss, claim, damage to persons or property, or expense (including, but not limited to, attorney's fees) arising out of this Agreement or Student's use of the VSA Course, to the extent that the loss, claim, damage, or expense is caused by acts or omissions of Student or from Student's breach of this Agreement.

7. Term and Termination.

- 7.1. Term. This Agreement shall commence on the Effective Date and, subject to Subsection 6.1 or unless earlier terminated pursuant to Subsection 7.2 below, shall continue until expiration of the Enrollment Period for the VSA Course unless terminated earlier as provided herein.
- 7.2. Termination Due to Breach. In the event that Student breaches this Agreement during the term or breaches any of the conditions on use in Subsection 2.3 either during or after the term, and whether the breach is material or not, VSA may immediately terminate this Agreement. Upon termination, Student shall immediately discontinue all further access to and use of the VSA Course, including any and all copies thereof downloaded by Student or other materials provided to Student by VSA (and Student's ongoing license pursuant to Subsection 2.2 shall be deemed terminated effective immediately), and Student shall immediately deliver to VSA any and all such copies or, at the request of VSA, shall destroy such copies and certify their destruction VSA. Upon termination, Student shall refrain from contacting Student's Mentor, the VSA Staff, Stilwell, or any employees, officers, directors, other students, vendors, suppliers, affiliates or personnel of VSA.
- 7.3. Survival of Certain Provisions. For the sake of clarity, the Parties hereby acknowledge and agree that the provisions of Subsection 2.3 (Conditions on Use), Section 5 (No

Warranties; Limitation of Liability), Section 6 (Indemnification), this Subsection 7.3 (Survival of Certain Provisions) and Section 8 (General Provisions) shall survive any termination of this Agreement.

8. General Provisions.

- 8.1. Entire Agreement. This Agreement contains the final, complete, and exclusive statement of the agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations, and discussions between the Parties, whether oral or written, with respect to the subject matter of this Agreement.
- 8.2. Assignment. This Agreement and the rights and obligations of Student hereunder are personal to Student. Neither Student nor any successor, receiver, representative, affiliated entity, employee, or permitted assignee of Student may directly or indirectly assign this Agreement or its rights hereunder, or delegate its obligations hereunder, to any third party without the prior written consent of VSA. This Agreement shall be binding upon the Parties' respective successors and permitted assigns. VSA shall have the right to assign its rights hereunder.
- 8.3. Severability. If any part of this Agreement is found invalid or unenforceable for any reason, that part will be deleted from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.4. Waiver. The failure of either Party to insist upon strict adherence to any term of this Agreement will not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of any provision of this Agreement must be in writing and signed by an authorized representative of the Party to be bound.
- 8.5. Amendment. No addition or modification of this Agreement will be effective or binding on either of the Parties unless reduced to writing and executed by the respective duly authorized representatives of each of the Parties.
- 8.6. Notice. Unless otherwise expressly provided, all notices pertaining to this Agreement shall be in English and in writing and shall be transmitted by personal hand delivery; recognized express courier service; the United States Postal Service, return receipt requested; or electronic mail to the other Party at the address and to the contact set forth below. Notice given by personal service or express courier service shall be deemed effective on the date it is delivered to and received by the addressee, and notice sent by United States Postal Service shall be deemed effective on the third day following its placement in the mail addressed to the addressee. Either Party may change its address by giving notice to the other Party as provided in this subsection.

To VSA:

Victoria Stilwell Academy, LLC
P.O. Box 250284
Atlanta, Georgia 30325
USA

To STUDENT:

To the address below

- 8.7. Force Majeure. Neither VSA nor any of its employees, members, officers or representatives shall be in default or otherwise liable for any delay in or failure of its/his/her/their performance of this Agreement if such delay or failure arises by any reason beyond its/his/her/their control, including but not limited to any act of God, acts of an enemy, earthquakes, floods, fires, illness, family emergency, prior personal or professional commitments, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by Student.
- 8.8. Equitable Relief. Student agrees that any breach of this Agreement by Student may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, VSA shall have the right to an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirements of posting a bond or undertaking or proving injury as a condition for relief.
- 8.9. Governing Law. This Agreement, and any claims, whether in contract, tort or otherwise, arising from this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, without giving effect to principles of conflicts of law and the Parties hereby waive any and all defenses to venue or forum, including but not limited to that of non-conveniens.
- 8.10. Compliance with Laws. Student shall comply with all foreign, federal, state, and local laws, regulations, and rulings of governmental bodies having jurisdiction. In particular, Student shall comply with all laws, restrictions, and regulations of any applicable city, state, municipality and the United States or other applicable foreign agency or authority, at Student's sole expense. Nothing in this Agreement shall be construed to require VSA to perform any act in violation of any laws, regulations, or rulings.
- 8.11. Construction. The section and subsection headings used throughout this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope or intent of this Agreement. This Agreement shall be construed according to its fair meaning, as a whole, as if both Parties had prepared it and shall not be interpreted for or against a Party by virtue of that Party having drafted, or having failed to draft, this Agreement.
- 8.12. Relationship of the Parties. The relationship established between the Parties by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (a) give either Party the power to direct or control the day-to-day activities of the other Party (b) constitute the Parties as partners, joint venturers, employee/employer, co-owners, or otherwise as participants in a joint or common undertaking, or (c) allow either Party to create or assume any obligation on behalf of the other Party for any purpose.
- 8.13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The Parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.
- 8.14. Dispute Resolution. In the event of any controversy or claim arising out of or relating to this Agreement or the existence, validity, breach or termination thereof ("Disputes") that

is not resolved in the normal course of business and after following in their entirety the Grievance Policy procedures outlined in the VSA Student Handbook, either Party may give the other Party written notice of such Dispute. VSA and Student will thereupon attempt in good faith to resolve such Dispute. If the Dispute has not been resolved within sixty (60) days after such written notice is received, whether during or after the term of this Agreement, it will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and this Subsection 8.14, except as specified below. The Parties expressly agree that the arbitrators will be empowered to, at either Party’s request, grant injunctive relief. An award granted by the arbitrators will be the exclusive remedy of the Parties for all claims, counterclaims, issues, or accountings presented or pleaded to the arbitrators except as specifically provided below. The prevailing party in the arbitration shall be entitled to recover its costs, including reasonable attorneys’ fees. Judgment upon the arbitral award may be entered in any court that has jurisdiction. Any additional costs, fees, or expenses incurred in enforcing the arbitral award will be charged against the Party that resists its enforcement. Notwithstanding anything to the contrary herein, nothing in this Subsection 8.14 will prevent VSA from seeking interim or permanent injunctive relief or taking any other action in any court to enforce or protect its intellectual property rights, including but not limited to any action for money damages and/or equitable relief, including but not limited to injunctive relief.

- 8.15. Taxes. All payments due to VSA under this Agreement are exclusive of all taxes, including national, state, or provincial and local use, sales, property, and similar taxes, if any. Student agrees to pay any such taxes unless Student has provided VSA with a valid exemption certificate.

STUDENT

Signature

Printed Name: _____

Address of Student: _____

Exhibit A

VSA Course Title: Dog Trainer Course

1. Course Description - Dog Trainer Course

The Dog Trainer Course (DTC) is six-months long and combines multiple learning models and activities. VSA's comprehensive curriculum includes:

- *In-person Intensive Modules.* Students attend two multi-day Intensives led by Stilwell and other VSA Faculty that include classroom study, hands-on experience, field trips, and professional demonstrations.
- *Field Modules with Mentor.* Students complete two extensive modules under their mentor's tutelage. In the first Field Study module, students observe and assist their mentor and complete volunteer hours at an animal shelter. In the second Field Training Module, students gain hands-on experience training and teaching with their mentor's real-world clients and through training exercises with dogs in an animal shelter.
- *At-home study.* Students complete at home study including reading and online lessons that introduce select curriculum topics that are covered in greater depth during the in-person Intensives.
- *Real-time Cyber classes.* Students attend bi-weekly online meet-ups led by Stilwell and other faculty that are designed to enhance students' learning experience and keep them engaged with other students and on track with their course work.

2. Attendance and Academic Standards Policy

Students are expected to follow the Attendance and Academic Standards Policy as defined in the VSA Student Handbook (available at https://www.vsdta.com/docs/vsa_student_handbook).

3. Payment Terms & Tuition Rates

- a. Full tuition for the DTC program is Six Thousand Nine Hundred Fifty Dollars (\$6,950).
- b. Non-refundable Application Fee of One Hundred Dollars (\$100) is due upon submission of application (if accepted, this amount is credited towards overall tuition)
- c. Registration Fee of One Thousand Three Hundred Ninety Five Dollars (\$1,395) is due upon registration for the DTC class. This guarantees placement in the class chosen during the application process (or different class if mutually agreed in writing by both Student and VSA). Registration Fee is considered 'down-payment' towards full tuition.
- d. Either the full Tuition Balance in the amount of Five Thousand Four Hundred Fifty Five Dollars (\$5,455) or the Initial Installment Payment (if student is financing tuition) is due no later than two (2) weeks prior to the Course Start Date.
- e. Financing for DTC course tuition is available via TFC Tuition Financing subject to any additional terms and conditions as further specified by TFC Tuition Financing and/or VSA in writing to Student. Terms of Financing (if applicable) are outlined in Exhibit B of this agreement. Financing is not available for the Registration Fee, which must be paid in full upon registration.
 - i. If Student chooses to pay tuition in installments via TFC Tuition Financing, the Initial Installment Payment is due no later than two (2) weeks prior to the Course Start Date. Failure to pay the Initial Installment Payment by the due date will result in the removal of the student from the DTC course.
 - ii. Failure to make timely payments will result in dismissal of Student from the DTC course.

- iii. The suitability and acceptance of the Student into the financing program is made at the sole discretion of VSA.
- iv. Student acknowledges and agrees that any failure to make timely payment as provided in this Agreement, in addition to rendering Student in breach of this Agreement and resulting in Student's dismissal from the DTC class, shall render Student liable for any and all costs of collection, including but not limited to any and all fees and expenses incurred by VSA and/or any third party on behalf of VSA, including but not limited to fees to collection agencies, court costs, filing fees and attorneys fees.

4. Restrictions on VSA Dog Trainer Course Graduates

VSA Graduates of the DTC program are restricted from:

- a. Using the Positively name and/or logo.
- b. Using the VSPDT name and/or logo.
- c. Referring to themselves in public or private practice as a 'VSPDT'.
- d. Saying that they are "licensed", "approved by", "certified by", or "endorsed" by Victoria Stilwell, Positively, or VSPDT or any other similar statement or representation.
- e. Holding themselves out in any manner as an "expert" or "master" dog trainer.
- f. Referring to themselves in any medium as a "behaviorist", "behavior specialist", "behavior expert" or similar.
- g. Using, in any medium, the name, likeness, image, demographic information or other indicia related to Stilwell without the prior written consent of VSA.

5. Training Tools & Methods

Student agrees to use and promote only "positive training" tools, methods and ideologies in their public and private work in all cases, regardless of client, circumstance, dog behavior, or any outside force. "Positive training" is defined collectively as the complete absence of the use of physical force, fear, compulsion or intimidation either intended or implied, as well as an understanding of the misunderstood concept of dominance, so called "alpha dog" or "pack leader" hierarchy theories. Student agrees to avoid the use of the term "pack leader", "top dog", "alpha dog" and similarly misunderstood phrases in all practices and to actively work to educate others regarding positive, force-free, science-based dog training and behavior advice. Student understands and agrees that force-free, non-compulsion training techniques and ideologies are more successful, safer, longer-lasting and more effective than traditional, punishment and dominance-based dog training.

6. Refund Policy

- a. Application fee (\$100) is non-refundable (but is applied towards the full tuition due upon registration).
- b. Registration fee (\$1,395) is considered a deposit towards full tuition and is therefore subject to the Tuition refund policy.
- c. Full refund policy is available via the VSA Student Handbook (available at <https://www.vsdogtrainingacademy.com/wp-content/uploads/VSA-Student-Handbook.pdf>).

7. Code of Conduct and Liability Waiver

VSA sets forth standards of conduct and by enrolling in the DTC the Student hereby acknowledges and agrees to the following:

- a. Student will attend and fully participate in all learning sessions and complete all requirements and assignments therein.

- b. Student will exhibit an attitude of respect toward others and present themselves professionally during all VSA activities and learning opportunities.
- c. Student shall not take any action and/or inaction that would bring shame, embarrassment, public recrimination, harm to reputation or ill repute to Student, VSA, the Student's Mentor, the VSA staff, Stilwell, or any employees, officers, directors, other students, vendors, suppliers, affiliates or personnel of VSA. Student shall not make any disparaging, hurtful, harmful or negative statements, whether orally or in writing, about VSA, the Student's Mentor, the VSA staff, Stilwell, or any employees, officers, directors, other students, vendors, suppliers, affiliates or personnel of VSA.
- d. Student will not engage in behavior that endangers or threatens to endanger the health or safety of any person or animal.
- e. Student will practice academic honesty; submitting only his or her own work and not sharing any login or credentials that would enable someone other than the student to access VSA course materials.
- f. All course materials including but not limited to printed and online materials are the copyrighted intellectual property of VSA. The Student will not reproduce or distribute any course materials, and will not use VSA materials for any purpose other than for the enrolled Student's personal educational use in the program in which the student is enrolled.
- g. Failure to maintain financial responsibility or non-payment of tuition may result in suspension or dismissal from the program, forfeiture of all fees paid to date, and all rights and privileges thereof.
- h. The Student, on behalf of himself/herself and on behalf of Student's estate, heirs, administrators, executors, affiliated entities and other representatives hereby irrevocably waives all liability and forever holds harmless VSA and its members, shareholders, employees, officers, directors, independent contractors, attorneys, assigns, licensees, beneficiaries, affiliated entities, subsidiaries, Stilwell, VS Enterprises and their respective members, employees, officers, directors, independent contractors, attorneys, assigns, licensees, affiliated entities, shareholders, agents and other representatives along with the VSA faculty and Mentors for any injury, damage, loss or other harm that is sustained or occurs during the student's involvement with VSA.
- i. Any violation of the Student's obligations as stated in the Student Handbook or as stated elsewhere in VSA's materials may be sufficient grounds for dismissal from the program.
- j. The Student Handbook will change from time to time and it is the student's obligation to remain current and in conformity with current policies. VSA shall have the right to make any changes, amendments, deletions or additions to the Student Handbook and/or its other policies at any time without notice to the Student.

Exhibit B

Student Enrollment Details

1. **Course Name:** _____
2. **Course Start Date:** _____
3. **Location of In-Person Training Intensives:** _____
 - **Address of Location:** _____
4. **Terms of Financing (if applicable):**
 -