

Partner Agreement Official Salon Partner

ASMR & Massage Academy

Welcome as an Official Salon Partner

How wonderful that you are training with the Academy and are now becoming an official partner. Your first year of partnership is included in your training. A whole year to discover what this versatile method and the partnership bring you, in your salon and for yourself.

This is what you receive as a partner:

- **The quality mark.** You may use the partner logo and call yourself an Official Salon Partner. This shows your clients that you learned the method at the source and makes what you offer recognisable.
- **The online learning environment.** In-depth lessons, videos and exercises, so you can keep growing in the method.
- **Brainstorm sessions.** Six online sessions a year with Nienke and other partners. Time to talk through your salon, your clients and your offering, for example.
- **The community.** A private group chat where you can ask questions and share experiences with colleagues who understand exactly what you are working on.
- **The reunion day.** Once a year we come together (personal contribution varies).
- **Visibility.** As soon as you show your partnership on your own website and/or social media, the Academy will add you to the official partner page and mention you as a partner on the Academy's Instagram account.

And after the first year?

Then the choice is yours. If you renew, everything simply continues at the annual rate (Article 3). If you do not renew, we part on good terms. The logo, partner status and benefits then end, but what you have learned stays with you: you may keep using the techniques and/or weaving them into your own treatments (Article 5).

One thing always applies, partner or not: the method was developed by the ASMR & Massage Academy, and that is how you describe it when you talk to others about the techniques you have learned.

Below are the agreements that come with the partnership. Signing is required to become an official partner and to start your training.

Parties

This agreement is concluded between:

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

and

[Business name], established in **[city, country]**, represented by **[name]**, 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. Certified Partner is following an Expert Training with Licensor;
3. The parties wish to record all agreements on the use of the Concept and the partnership in this agreement.

Agree as follows:

Article 1 – License

1.1 Licensor grants Certified Partner a non-exclusive, personal and non-transferable right to use the ASMR & Massage Concept, under the terms of this agreement. This right of use continues after the partnership ends, as described in Article 5.

1.2 Certified Partner expressly does not obtain the right to grant sublicenses.

1.3 Certified Partner obtains the right to use the Concept after fully completing an Expert Training. From that moment, Certified Partner may use the titles “Certified Partner” and “Official Salon Partner” for as long as the partnership is current.

1.4 All copyrights to the Concept remain with Licensor, including after termination of this agreement. Certified Partner may not use the Concept outside the purposes set out in this agreement.

1.5 Certified Partner may make adaptations in how the Concept is applied. This does not affect Licensor's ownership and copyrights and does not create any new rights for Certified Partner.

1.6 Certified Partner shall at all times name Licensor as the official trainer and developer of the Concept and the certification in external communication, including but not limited to communication with collaboration partners and the media.

Article 2 – Content of the partnership

2.1 The partnership includes more than the right to use the name, brand and logo of the ASMR & Massage Academy. It gives access to a coherent set of services and facilities.

2.2 The partnership includes:

- The right to use the official partner status and the associated quality mark, brand and logo;
- Access to the online learning environment with in-depth content;
- Participation in six online brainstorm sessions per year with the founder and other partners;
- Access to the private WhatsApp/community group;
- Participation in the annual reunion day, for a personal contribution announced in advance by Licensor;
- A mention on the official partner page and on the Academy's Instagram account, in a form determined by the Academy, as soon as Certified Partner visibly shows the partnership on their own website or social media;
- Other facilities as determined by Licensor from time to time.

2.3 Licensor may adjust the content of the facilities in 2.2, provided that the partnership as a whole remains of equal value.

Article 3 – Term, renewal and fee

3.1 The partnership starts on [start date]. The first year is included in the Expert Training; no separate fee is due for this first year.

3.2 If Certified Partner wishes to remain a partner after the first year, the partnership is renewed annually at the rate applicable at that time. At the time of signing, this is €297 (excluding VAT) per year. Upon renewal, all facilities in Article 2 continue.

3.3 The partnership renews automatically each year and is collected by automatic direct debit, unless Certified Partner cancels no later than one calendar month before the end of the current partnership year. Two months before the end date, Certified Partner will receive an email about this.

3.4 Licensor may increase its rates, provided this is announced at least two calendar months in advance. The increase applies from the next renewal.

3.5 If an automatic direct debit cannot be processed or is unjustly reversed while Certified Partner has not cancelled in time, Certified Partner owes statutory interest. All reasonable costs Licensor incurs to collect the amount are borne by Certified Partner.

Article 4 – Termination

4.1 Licensor is entitled to revoke the certification and the partnership if:

- Certified Partner uses the Concept in a way that conflicts with the core values and quality standards of the ASMR & Massage Academy;
- Certified Partner presents the Concept as their own development, without mentioning the ASMR & Massage Academy or founder Nienke Prein;
- Misleading or unauthorised claims are made in communication with clients;
- Trainings or workshops about or under the name of the Concept are given without permission;
- There is structural negative feedback from clients indicating insufficient quality or professionalism;
- Licensor's intellectual property rights are infringed.

4.2 In the event of revocation as referred to in 4.1, Licensor is not obliged to refund any amounts already paid.

4.3 Either party is entitled to terminate this agreement with immediate effect, without owing compensation, in the event of: a) an application for or granting of a suspension of payments of either party; b) a bankruptcy filing or declaration of either party; c) liquidation or cessation of either business; d) guardianship, receivership or debt restructuring of either party.

4.4 If the partnership is not renewed or is terminated, all facilities in Article 2 lapse. Certified Partner will then:

- No longer call themselves a Certified Partner or Official Salon Partner;
- Immediately remove the partner logo and references to the partnership from all communications;
- No longer communicate about the certification as a current partnership.

4.5 Licensor may request proof that the above has been removed. What Certified Partner may and may not do with the method after the partnership ends is set out in Article 5.

Article 5 – Use of the method after the partnership

5.1 The method is designed to be made your own. Certified Partner may apply, combine and weave the method they have learned into their own treatments and way of working, including exactly as taught.

5.2 This right of use is not tied to the partnership and continues if Certified Partner does not renew. If the partnership is not renewed, only the facilities in Article 2 lapse, nothing more and nothing less.

5.3 Without a current partnership, Certified Partner may not:

- Call themselves a Certified Partner or Official Salon Partner, or use the partner logo;
- Offer treatments under the name, brand or logo of the ASMR & Massage Academy, or in a way that suggests a current partnership or an official Academy treatment.

Certified Partner may, however, always state as a fact that they were trained at the ASMR & Massage Academy.

5.4 Certified Partner may not, including during the partnership, pass the method on to others through trainings, workshops or teaching materials, unless Licensor gives written permission to do so.

5.5 Permanent acknowledgement of origin. Whether the partnership is current, terminated or not renewed: Certified Partner will never claim that the method, the Concept or the underlying techniques were developed or invented by themselves. Wherever the origin is mentioned, it is stated correctly: the knowledge was learned at the ASMR & Massage Academy. This obligation has no end date and is not tied to a paid partnership.

Article 6 – Final provisions

6.1 If Certified Partner acts in breach of the provisions of this agreement, they owe an immediately payable penalty of €441 (excluding VAT), plus €100 for each calendar day the breach continues.

6.2 Licensor is not liable for any damage resulting from Certified Partner's application of the Concept in their practice. Any liability is limited to the amount paid out in the relevant case under Licensor's liability insurance.

6.3 If any part of this agreement is null or voidable, this does not affect the remaining provisions.

6.4 If the provisions of this agreement conflict with the general terms and conditions, the provisions of this agreement prevail.

6.5 This agreement is governed by Dutch law. The court in the district where Licensor is established has jurisdiction over all disputes arising from this agreement.

Closing words

You might read this and think: what formal language. That is true, that is simply how an agreement works. But behind all these articles is one simple idea: protecting the method. Not to limit you, but to keep your work as a professional valuable.

The more carefully we treat the Concept together, the more it means when you tell people you learned it at the source. And the more people we can let experience together how lovely and healing this form of real relaxation is.

I am so happy to have you on board. I look forward to seeing you grow, in the community, during the brainstorm sessions and at the reunion day(s).

Welcome to the club!

♡ Nienke

Signatures

Licenser: Nienke Prein, ASMR & Massage Academy

Date: **[date]**

Signature:

Certified Partner: **[name]**

Date: **[date]**

Signature:

Appendix 1 – The Concept

The Concept of the ASMR & Massage Academy (hereinafter: “the Concept”) consists of:

Combination of ASMR and massage. A service and training methodology developed by the ASMR & Massage Academy, in which relaxation techniques are combined with massage and specific ASMR triggers are applied to achieve deep relaxation and sensory stimulation.

Core elements. The Concept includes, among other things:

- Applying head, facial and body massage techniques in combination with ASMR triggers;
- Using tools such as sensory brushes, hair sticks, scented mists, hair spinners and similar instruments aimed at tactile and auditory relaxation;
- Integrating sensory elements such as soft sounds, subtle scents, water experiences and intentional touch;
- Structured massage formats developed by the ASMR & Massage Academy.

Protected elements.

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

Exclusions. The Concept does not cover general massage techniques without the integration of ASMR triggers, nor general relaxation methods that have not been taught or authorised by the ASMR & Massage Academy.

Further development. The Concept is continuously evolving. New elements, trainings or methodologies added by the ASMR & Massage Academy automatically fall under this description, unless expressly agreed otherwise.