



AGREEMENT FOR COSMETIC TRAINING

This Agreement is made and entered into this ____ day of _____, 20____, by and between Surface Medical Esthetics, PLLC dba Delle Chiaie Cosmetic Medicine (DCCM™) a New Hampshire Limited Liability Company, and _____ (“Customer”). The parties agree that Surface Medical Esthetics, PLLC DBA DCCM™ is a provider of cosmetic training services and Customer desires to purchase services from Surface Medical Esthetics, PLLC DBA DCCM™ to be conducted at _____

_____(address of training location). By signing below, the parties acknowledge that they have read, understand, and agree to all the terms and conditions of the Agreement set forth below:

I. STATEMENT OF SERVICES

- (a) Services to be Provided by Surface Medical Esthetics, PLLC DBA provide a qualified licensed medical trainer (“Trainer”) to demonstrate and oversee injection procedures defined by Trainer and at the sole discretion of Trainer.
- (b) Independent Contractor: Surface Medical Esthetics, PLLC is an independent contractor. Neither Surface Medical Esthetics, PLLC nor Trainer shall be considered an employee of Customer or act as agent or representative of Customer. Surface Medical Esthetics, PLLC shall be paid exclusively by Customer for all services performed and Customer shall be responsible for and comply with all local, state, and federal law concerning an independent contractor.
- (c) No Partnership Agreement: Nothing contained in this Agreement shall be considered to be, or to imply, a partnership agreement between the parties.
- (d) Length of Services: The services shall start on _____, at _____ and end on _____ at _____.

II. DUTIES OF CUSTOMER

- (a) Suitable Working Environment: Customer shall be solely responsible to provide and pay for a suitable working environment to perform the services that are clean, private, and comply with all applicable regulatory authorities. Customer warrants that Customer has received all pre approvals from landlords, business owners, facility managers, and/or any other party sharing or in control of the working environment.
- (b) Products and Materials: Customer shall be solely responsible for the procurement of all products and materials necessary for Surface Medical Esthetics, PLLC to perform under the terms of this Agreement. Customer warrants and represents that all products and materials will be readily available and onsite at the commencement of services. Failure to meet this requirement will constitute default of this Agreement by Customer.
- (c) Eligibility: Customer warrants and represents that it, or its designated trainee, is properly licensed in the state in which the services are provided to perform the procedures encompassed within the training. Customer warrants and represents that it, or its designated trainee, is performing within its/his/her scope of practice.
- (d) Coverage: Customer warrants and represents that it, or its designated trainee, has medical malpractice coverage for the procedures encompassed within the training. Customer agrees to provide a copy of the declarations page to Surface Medical Esthetics PLLC.

III. PRICING AND TERMS

- (a) Pricing: Customer will pay Surface Medical Esthetics, PLLC a training fee of \$_____.
- (b) Deposit: \$ _____
- (c) Terms: Customer will pay fee in full before commencing services on training day. While customer may choose to charge model fees, the payment due to Surface Medical Esthetics, PLLC is not contingent on such collections. The fee remains the same in the presence or absence of any model fees. Customer agrees to pay an interest charge of 1.5% per month together with reasonable attorney's fees and/or collection fees for invoices that are unpaid for more than thirty (30) days after the date of the invoice. Customer agrees to pay Surface Medical Esthetics, PLLC a \$50 fee per check that is returned to the maker.
- (b) All students and models are subject to Surface Medical Esthetics, PLLC's cancellation policy.

IV. MODELS

- (a) Models: Customer is responsible to provide pre-screened, medically appropriate candidates as Models for the purpose of completing the training. Customer is responsible to obtain from the Models a signed informed consent to receive the procedures. Customer warrants and represents that Customer is solely responsible for after-care instructions and necessary follow-up and a means for urgent contact for problems or concerns of the Models that may arise from procedures received. Failure to meet this requirement will constitute a default of this Agreement by Customer. Surface Medical Esthetics, PLLC will obtain its own informed consent from the Models in order to provide demonstrations. Should Surface Medical Esthetics, PLLC be the party to obtain models for your training; and you should cancel after registration you waive the 30 day notice for canceling and refund.

V. MEDICAL RECORDS

- (a) Medical Records: Customer agrees to establish and maintain a medical record for each Model. As part of the medical record, Customer will take and retain before-and-after photographs. Customer understands and will maintain all confidentiality and privacy of the medical record. Failure to meet this requirement will constitute a default of this Agreement by Customer.

VI. STUDENT CANCELLATION POLICY

We want to start out by saying we respect each and every one of you, therefore, this policy is not in place to punish you but to keep our Academy thriving so that we can continue to educate and empower the medical community. We incur many costs to operate an accredited academy and none of our costs are refundable once you register. Therefore, we will not make any exceptions to this policy. When you register online you are acknowledging and signing this student cancellation document. By doing so you are responsible for all of your prerequisite requirements and adherence to the late cancellation/no show policy. Throughout the policy, we will do our best to explain to you why we have the policy in place.

Be sure you have read the FAQ section and the entire course descriptions as well as prerequisites prior to registering for any classes at DCCM.

CLASS / CANCELLATIONS / LATE ARRIVALS POLICY

All students are required to have a credit card kept on file. Payments are required in full at the time of signing up to reserve your spot in the class. Until we have payment we do not guarantee any availability. We accept Visa, Master Card, Discover, Debit Cards, checks, cash, and gift certificates.

All class and private training are non refundable and non-transferable. There is a significant amount of preparation and coordination that occurs prior to each and every course. We do have models committed to attending for you so we need to be sure students will be in attendance to take care of the models that have been eagerly awaiting your arrival.

Be sure you are 100 % committed to the training and preparation before you register.

Please see the complete cancelation policy for both you and the models within our FAQ.

Proof of Licensure is Required

4 weeks prior to the start of class or your private training we require a copy of your unencumbered NH state nursing or medical license. If we are traveling out of town to your facility; then we just need your state license. If you are not able to satisfy this requirement 4 weeks prior to the start of class you will forfeit your course fee and be dropped from the class. If there is a delay in the licensure process on the states end you may still attend the course and then come back for the live hands-on portion when you are fully licensed in NH. We are strict about this; not to be difficult on you but, it is a state law. We understand how long and how hard each and everyone works for their license so we do not want you to jeopardize it in any way.

Consultations (For your Models)

The Model injector fee associated with training is \$100 for cosmetic neurotoxin and \$150 for all other cosmetic procedures. This fee is non-refundable and non-transferable. Our students' learning experience is directly tied to the model's commitment to showing up. If models have no-showed our practice in the past they will not be allowed to register for the model calls.

If you are more than 10 minutes late for your appointment, we reserve the right to reschedule your appointment or cut your scheduled service short. This will result in a charge for services rendered or a fee based on our no show/late cancellation policy.

Payments are required in full at the time of each treatment. We accept Visa, MasterCard, Discover, Debit Cards, checks, cash, and gift certificates. Financing is available through Advanced Care Card but may only be used toward full priced services.

Cancellation Fees (For Your Models)

Models are required to pay \$100 for neurotoxin model spots and \$150 for filler and laser model spots. All deposits are non-refundable and non-transferable.

Returned Checks/Insufficient Funds: (for Models and Students)

A \$50.00 fee will be charged for returned checks and the balance of that day's services will be charged to your credit card on file. A 20% charge will be applied to any unpaid balances for every 30 days past due. We reserve the right to apply this charge to any credit card that you have

on file with Surface Medical Esthetics, PLLC, without notice. All patients are required to keep a valid credit card number on file.

Balances due to insufficient funds as well as due to Late Cancel/No Show fees will remain on your account and a 20% charge will be applied to any unpaid balances for every 30 days past due. No further appointments will be scheduled until the balance is paid in full.

Packages: (for Models and Students)

To receive package pricing, payment must be made at the time of the first treatment or sale. Package pricing is nonrefundable, nonreturnable, and non-transferable and may not be applied to other treatment areas. Package expiration dates are per the fine print on the date of purchase. Unused services by the date of expiration will be forfeited.

Promotions and referrals

You may not combine any promotions, sales, package pricing and or referrals. You may not roll over any promotions, sales or package pricing and or referrals. Essentially what we are saying is you may not “extreme coupon us”. Model pricing may not be combined with any other discount, promotion, sale or referral credit.

Gift Cards (for Models and Students)

Gift Cards, including electronic and mobile-Gift Cards, are available in any denomination.

Gratuities

Gratuities are accepted on spa services only, medical services are exempt from gratuity.

Medical Changes (for Models and Students)

Please notify us of any medical or health changes at the time of each appointment, so we can safely treat you.

Returns (for Models and Students)

Skincare products and services are all non-refundable/non-returnable and or non-transferable. Scheduled classes and private trainings are non-refundable and non-transferable.

VII. MISCELLANEOUS

(a) Endorsement: Customer understands that services provided in this Agreement do not constitute an endorsement, not all are for certification, or other recognition of skill level. Customer further represents that Customer will advise all participants to seek additional training as needed to achieve an acceptable level of confidence and skill. Completion of this training does not render competence and requires a significant deal of further practice which would need to be sought out by the customer.

(b) Attorney’s Fees: In any litigation or dispute resolution proceeding arising from or relating to this Agreement, the non-prevailing party agrees to pay, on demand, all costs and expenses of the prevailing party, including, without limitation, reasonable attorney's fees related to any suit, mediation, or arbitration proceeding, out-of-court payment, agreement, trial, appeal, bankruptcy proceedings or other proceeding, in such amount as may be determined reasonable by an arbitrator or court as appropriate.

(c) Waiver: The failure of either party to exercise any of its rights or to enforce any of the provisions of this Agreement on any occasion shall not be a waiver of such right or provision, nor prejudice the right to enforce such provision at any subsequent time. Any disputes which

cannot be settled amicably between the parties shall be settled by arbitration under the rules of the American Arbitration Association. The decision of the arbitrator shall be binding

(d) Assignment: This Agreement is not assignable and terminates upon completion of services rendered and full and complete payment for services rendered.

(e) Choice of Law: This Agreement shall be interpreted under the laws of the State of New Hampshire.

(f) Severability: If any provision of this Agreement is held unenforceable, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.

(g) Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or oral, relating to the subject matter herein.

IN WITNESS THEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date first above written.

Tara Delle Chiaie, MSN FNP_BC, APRN Date
Surface Medical Esthetics, PLLC DBA/Delle Chiaie Cosmetic Medicine, PLLC

Customer Printed Name Customer Signature Date

Agreement for Cosmetic Training Signature Page

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------



**STUDENT NON-DISCLOSURE, NON-COMPETE AND
NON-SOLICITATION AGREEMENT**

This Non-Disclosure, Non-Compete and Non-Solicitation Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20_____, by and between Surface Medical Esthetics, PLLC, DBA DCCM™ Academy, a New Hampshire professional limited liability company with a principal place of business located at 1 Merrill Industrial DR, Building E Suite 26, Hampton, New Hampshire 03842 (hereinafter referred to as the “Company”) and _____ (Student Name), an individual having an address of _____ (Student address) (hereinafter referred to as the “Student”).

WITNESSETH:

WHEREAS, the Company is engaged in the business of operating a medical esthetics business in New Hampshire and providing training services to students for a fee on medical esthetics; and

WHEREAS, the Student has registered to participate in a training program provided by the Company and acknowledges that the Student’s training with the Company does and will provide the Student with access to Confidential Information and Confidential Patient Information of the Company and access to Covered Patients; and

WHEREAS, the Student acknowledges that unauthorized use or disclosure of such Confidential Information, Confidential Patient Information or the loss of Covered Patients to competition or otherwise, could cause serious and irreparable harm to the Company; and

WHEREAS, the parties hereto desire to protect the legitimate interests of the Company;

NOW, THEREFORE, in consideration of the Company’s willingness to allow the Student to participate in and learn from its training program, the Student agrees to comply with all of the following terms and conditions.

**SECTION 1
DEFINITIONS**

1.1 “Confidential Information” is defined to mean all information of the Company which is unavailable or unknown to the general public or to individuals or entities with whom the Company competes or does business, or with whom it plans to compete or do business, and any and all information, which, if disclosed, would assist in competition against the Company, including, but not limited to, (a) all proprietary information and trade secrets of the Company, including but not limited to the existing and contemplated future products and services, technical data, methods, processes, know-how, developments and inventions of the Cos and strategic plans

of the Company, (c) the manner in which the Company operates, (d) its costs and sources of supplies, (e) the identity of subcontractors of the Company, and (f) the people and organizations with whom the Company has business relationships and the substance of those relationships. Without limiting the generality of the foregoing, Confidential Information shall specifically include: (i) any and all design specifications, research and development plans and initiatives, marketing research, pricing, plans and analyses, strategic business plans and budgets, short and long-range product, sales, marketing, expansion, diversification and similar plans; (ii) any and all vendor, supplier and purchase records, including without limitation the identity of contacts at any vendor, any list of vendors or suppliers, any oral or written agreements, any lists of purchase transactions and/or prices paid; and (iii) any and all sales records, including without limitation any list of sales transactions and/or prices charged by the Company. Confidential Information includes information communicated in any medium and form including, but not limited to, written, printed, oral, electronic and magnetic.

1.2 “Confidential Patient Information” is a particular type of Confidential Information defined as the protected health information of any patients of the Company, whether written, electronically stored or spoken, and includes any and all confidential medical information or personal identification associated with the Patient, including any and all information that could reveal the identity of a patient such as name, address, phone number, social security number, and any information that relates to past, present or future physical or mental health conditions of the patient or the payment for the provision of such health care to a patient.

1.3 “Covered Patient” is defined as any Patients who are or have been a Patient of the Company any time within the 24 month period prior to Student’s termination date or whose business has been solicited on behalf of the Company by any of its employees within said 24 month time period and only if the Student has performed work for such Patient during his/her Training Relationship with the Company or has been introduced to, or otherwise had non-incident contact with such Patient as a result of his/her training or other associations with the Company or has had access to Confidential Information which would assist in the solicitation of such Patient.

1.4 “Term” is defined as the entire time that the Student has applied for participation in the program and is involved in any way with the training program provided by the Company.

1.5 “Termination of the Training Relationship” is defined as the severance of the training relationship between the Student and the Company for any reason.

SECTION 2 COVENANTS

2.1 Acknowledgment. The Student acknowledges and agrees that the Confidential Information is proprietary to and a valuable trade secret and special and unique asset of the Company and that it shall remain the sole and exclusive property of the Company. The Student also acknowledges that the Confidential Patient Information is protected by the Company’s policy and applicable federal and state law from disclosure. The Student further acknowledges

and agrees that any unauthorized use or disclosure of Confidential Information or Confidential Patient Information will cause irreparable harm and loss to the Company.

2.2 Covenant Not to Disclose or Use Confidential Information. Except as expressly provided for herein or as may be authorized by the Company in advance in writing or required by applicable law, the Student will not at any time during the Term or after Termination of the Training Relationship intentionally or negligently use, disclose or allow or provide access to any Confidential Information to or for his or her own benefit or for the benefit of any third party. For purposes of this Section 2.2, the Company expressly authorizes the Student to use any and all techniques and methods of patient treatment and care shared by the Company with the Student during the training program.

2.3 Covenant to Protect Confidential Patient Information. The Student understands that Confidential Patient Information must be maintained in the strictest confidence and protected from improper use or disclosure. As an express condition of his/her participation in the program, the student agrees that, unless directed by his/her supervisor at the Company, he/she will not at any time during the Term or following the Termination of the Training Relationship with Surface Medical Esthetics, PLLC disclose any patient information to any person whatsoever or permit any person whatsoever to examine or make copies of any patient reports or other documents prepared by the Student, coming into the Student, or under his/her control, or use patient information, other than as necessary in the course of his/her training program. When Confidential Patient Information must be discussed with other healthcare practitioners in the course of the Student's training program, the Student will use discretion to ensure that such conversations or communications cannot be overheard or reviewed by others who are not involved in the patient's care.

2.4 Covenant to Surrender Business Records. Upon Termination of The Training Relationship, or upon notice of Termination of The Training Relationship, the Student further agrees:

- a. To immediately surrender to the Company possession of all books, records, printed or recorded material, equipment, and lists of any kind, whether written, typed, printed, or stored in magnetic media, whether supplied to the Student by the Company or prepared by the Student, that contain any information relating to any Confidential Information or any other aspect of the business of the Company or of a Covered Patient unless the Company has expressly noted that the training materials may be retained by the Student as a training resource, in which case, the Student agrees not to duplicate or distribute the training materials to third parties and as further provided for at Section 3.3 herein; and
- b. Not to retain any copies or summaries of such materials after Termination of the Training Relationship and to purge any such information from electronic devices upon written request from the Company and provide written confirmation of such destruction and/or purging of such materials.

2.5 Covenant Not To Compete/Not to Solicit Employees, Patients, and Other Restricted Activity.

a. Non-Competition: The Student agrees that while participating in the training program provided by the Company and for a continuous period of five (5) years following the termination of the training relationship date (the “Restricted Period”), the Student shall not directly or indirectly, personally or as a principal, agent, stockholder, member, director, officer, manager, investor, employee, consultant or in any other capacity in or on behalf of any person or entity, without the prior written consent of the Company work or provide services, in any capacity, to any business or person who is engaged in any business that is competitive with the business of the Company, as conducted or in planning during Student’s Term. A competitive business shall, without express or implied limitation, include any person or business, or a division of such business (including but not limited to hospitals, healthcare facilities or providers or other similar entities) engaged in the business of providing medical esthetics or cosmetic services to patients on a full-time or part-time basis, provided such person or business is engaged in such competitive business in one or more of the same geographic territories served by the Company during the twenty four (24) month period prior to the date of termination of the training relationship plus the Restricted Period, including but not limited to, a twenty (20) mile radius from the location of any Company operations, including but not limited to its current location in Hampton, New Hampshire. Student understands that the foregoing shall not prevent his/her passive ownership of one percent (1%) or less of the equity securities of any publicly traded company.

b. Goodwill. Student acknowledges and agrees that any and all goodwill which Student develops during his/her training relationship with any of the Patients, prospective Patients, subcontractors, vendors or suppliers of the Company shall be the sole, exclusive, and permanent property of the Company, and shall continue to be such after the termination of his/her training relationship, howsoever caused.

c. Nonsolicitation of Covered Patients. The Student agrees that during the Term and for the Restricted Period, the Student shall not directly or indirectly (i) solicit, encourage, or induce any Covered Patient of the Company to terminate or diminish its business relationship or patronage with the Company; or (ii) seek to persuade or induce any such Covered Patient of the Company to conduct with anyone else any business or activity which such Patient or prospective Patient conducts or could conduct with the Company; or (iii) accept business from any such Patient.

d. Nonsolicitation of Employees. The Student agrees that during the Term and for the Restricted Period, the Student shall not directly or indirectly, either for the Student or on behalf of any other person or entity, (i) recruit or otherwise solicit or induce any employee of the Company to terminate their employment with the Company, or (ii) hire, or cause to be hired, any person who was employed by the Company at any time during the twelve (12) month period immediately preceding the last day of Student’s training relationship with the Company. General

solicitations of employment by means of newspaper, periodical or trade publication (or similar electronic means) advertisements, not directed at employees of the Company, shall not constitute a violation of this Section.

SECTION 3 INTELLECTUAL PROPERTY

3.1 Ownership of Intellectual Property. The Student acknowledges that during his/her training relationship with Company at any and all times, any work product resulting from the training relationship with the Company is intended to be the property of the Company. The Student also acknowledges and agrees that the entire right, title and interest in and to any and all inventions, developments and improvements created by the Student, and any patents, trade secrets, trademarks, works of expression and copyrights in such works or in other proprietary information and technology received by the Student, whether individually or jointly with others, which either (a) relate, at the time of conception, development or reduction to practice, to the Company or its business or to the actual or demonstrably anticipated research or development of the Company; or (b) result from any work performed by the Student for the Company (the “Creative Works”), are and shall be considered at all times and for all purposes to be the sole and absolute property of the Company. The Creative Works include, without limitation, (i) all right, title and interest in and to any derivative works, compilations, enhancements, modifications and improvements to the Creative Works, (ii) any and all license and maintenance fees, royalties and other revenues generated by the Creative Works at any time, and (iii) any and all other ownership rights associated with, attributable to or arising from the Creative Works. The Student further acknowledges and agrees that the Company shall be entitled to register and hold all copyrights or patents in such materials in its own name.

3.2 Enforcement of Proprietary Rights. The Student shall assist the Company in every proper way, from time to time, to enforce United States and foreign proprietary rights relating to Company inventions in any and all countries. To that end, the Student shall execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as the Company may request for use in perfecting, evidencing, sustaining and enforcing such proprietary rights. The Student’s obligation to assist the Company with respect to proprietary rights relating to such Company inventions in any and all countries shall continue beyond the termination of the Student’s Training Relationship with the Company.

3.3 Copyrighted Materials. The Student acknowledges that any all written or electronic training materials provided by the Company to the Student during the training program are or may be subject to copyright protection, and shall not be duplicated, shared, distributed or copied without express permission from the Company.

SECTION 4 CONSIDERATION

4.1 Student hereby agrees and acknowledges that he or she is undertaking his or her covenants and obligations arising pursuant to this Agreement hereof in exchange for being

allowed to participate in the training program with the Company for such length of time as is mutually acceptable to the parties hereto.

SECTION 5 DAMAGES

5.1 Availability of Injunctive Relief/Acknowledgment of Reasonableness. Student acknowledges by signing this Agreement that he/she has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed upon him/her under this Agreement. The Student further acknowledges and agrees that the restrictive covenants, time periods and geographical limitations on competition set forth in this Agreement do not constitute an undue hardship upon the Student and that the Student will be able to earn a livelihood after termination of the training relationship with the Company while remaining in full compliance with such restrictive covenants. The Student further acknowledges that the restrictions contained herein are necessary for the reasonable and proper protection of the goodwill, Confidential Information, Confidential Patient Information, and other legitimate business interests of the Company. Accordingly, in the event of a breach or threatened breach by the Student of any of the provisions of this Agreement, the Company shall be entitled to an injunction restraining the Student from such breach and from rendering any services to any person, firm or entity in breach of this Agreement. Provided, however, that nothing in this Agreement shall be construed to prohibit the Company from pursuing any other lawful remedy which may be available at law or in equity for the breach or threatened breach of this Agreement by the Student. The Student acknowledges that the covenants shall be measured solely by the period of time that the Student complies with the terms of this Agreement. The Student expressly agrees that in the event he/she breaches any of the restrictions set forth here in above, the period during which he/she will be barred from competing with the Company will be extended by the period of time he/she failed to comply.

5.2 Damages. In addition to the injunctive relief available to the Company pursuant to Section 5.1 hereof, the Student agrees to pay all damages or costs of any kind resulting from the Student's breach of this Agreement.

5.3 Reimbursement For Expenses. The Student agrees to reimburse the Company for its reasonable attorneys' fees and out of pocket expenses incurred in enforcing the terms of this Agreement, whether or not said enforcement requires the institution of litigation.

SECTION 6 MISCELLANEOUS

6.1 Not an Employment Contract. The Student acknowledges that this Agreement is not a contract of employment. Nothing contained herein shall be deemed to grant to the Student any employment related rights.

6.2 Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction and venue or rendered invalid or

unenforceable by any governmental, legislative or other action, then such holding or action shall not invalidate or render unenforceable any other provision hereof.

6.3 Reformation of Time, Geographic and Occupational Limitations. In the event that any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction and venue because it exceeds the maximum time, geographic or occupational limitations permitted by applicable law, then such provision shall be and is hereby reformed to the maximum time, geographic and occupational limitations, as permitted and enforceable by applicable law.

6.4 Exception to Restrictive Covenants. Notwithstanding anything in this Agreement to the contrary, Student may respond to a lawful and valid subpoena or other legal process but shall give the Company the earliest possible notice thereof, and shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist such counsel in resisting or otherwise responding to such process.

6.5 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach thereof.

6.6 Assignment. This Agreement and the rights and obligations hereunder shall be assignable by the Company, but shall not be assignable by the Student.

6.7 Release of this Agreement. The Student agrees that he/she will inform subsequent potential and actual employers, business partners, co-venturers or persons who have retained or may retain the services of the Student of the existence and substance of this Agreement and of the restrictive covenants contained herein. The Student also consents to and authorizes the Company to contact any such entities or individuals to inform them of the existence and substance of this Agreement and to deliver to such entities or individuals a copy of this Agreement, and the Student hereby releases the Company from any claims that the Student may have against the Company relating to such contact and/or delivery.

6.8 Amendment and Modification. This Agreement may not be amended, modified or supplemented except by a written document of subsequent date hereto, executed by each of the parties hereto, which explicitly references this Section 6.8.

6.9 Governing Law. This Agreement is made under, and shall be governed, construed and interpreted by, and in accordance with, the laws of the State of New Hampshire. The parties hereto agree that any litigation concerning the subject matter of this Agreement shall be litigated in applicable New Hampshire federal or state courts of proper jurisdiction and venue. Both parties agree to submit to such jurisdiction and venue for all purposes hereunder. Notwithstanding the foregoing, the Company, at its sole option, may seek to enforce this Agreement and shall be entitled to any damages which may be due to it either at law or in equity in any jurisdiction and venue in which the Student then has his or her principal residence or in which the Student has breached his or her covenants as described in Section 2.

6.10 Gender: Singular and Plural. All words denoting gender or number herein shall be deemed to include the masculine, feminine, neuter, singular or plural as the context and facts may require.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year hereinbefore first written.

Tara Delle Chiaie MSN, FNP-BC, APRN Date
Owner and Sole Proprietor of Surface Medical Esthetics PLLC, DBA DCCM™ Academy (the
“Company”)

Student Signature Student Printed Name Date

Student ND/NC/NS Agreement Signature Page

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------



Student Cancellation Policy

COURSE AND TRAINING DAY CANCELLATIONS / LATE ARRIVALS

All appointments and classes require a credit card number to be kept on file. There are no cancellations or refunds for training days, observation days, course dates, ect. Please be sure of your course dates and availability before you book. Students must submit their medical license to us 2 weeks prior to the registered class date or it will be considered a default and the student will be dropped from the class and are subject to adherence to our cancellation policy.

In the case of a late arrival, your training will be cut short which may result in your inability to participate in any live model injecting opportunities. Please arrive at your training on time and plan for any traffic or extra travel time to avoid this.

Payment for the course or training day is due in full on the day of booking or scheduling. We cannot hold your space until we have received payment and a valid copy of your medical license.

CANCELLATION FEES

Upon cancellation, students are not eligible for a refund for the selected course or training. All courses and training opportunities are non-refundable, non-transferrable, and cannot be rescheduled.

RETURNED CHECKS/INSUFFICIENT FUNDS

A \$50.00 fee will be charged for returned checks and the balance of that day's services will be charged to your credit card on file. A 20% charge will be applied to any unpaid balances for every 30 days past due. We reserve the right to apply this charge to any credit card that you have on file with Surface Medical, without notice. All patients are required to keep a valid credit card number on file. Balances due to insufficient funds as well as due to Late Cancel/No Show fees will remain on your account and a 20% charge will be applied to any unpaid balances for every 30 days past due. No further appointments will be scheduled until the balance is paid in full.

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Clinician Name (print)	Clinician Signature	Date
------------------------	---------------------	------

Provider/Director Name (print)	Provider/Director Signature	Date
--------------------------------	-----------------------------	------

Student Cancellation Policy Signature Page

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------

Student Name (print)	Student Signature	Date
----------------------	-------------------	------



Student Photo and Video Consent

I consent to and authorize Surface Medical Esthetics, PLLC, DBA DCCM™ its affiliates, agents, representatives and all persons or entities acting with its permission or upon its authority (collectively “Surface Medical Esthetics, corporation”) to use my photographs and digital images (the “Material”) being taken to evaluate treatment effectiveness, for medical education, training, professional publications or sales purposes. No photographs or digital images revealing my identity will be used without my written consent. If my identity is not revealed, these photographs and digital images may be used, shared, and displayed publicly without my permission. I further grant Surface Medical Esthetics, PLLC, DBA DCCM™ the right to incorporate and use the Material in video, print ads, still photographs, catalogs, packaging and package inserts, web site and all other media (the “Advertising”), and to reproduce, exhibit, broadcast, transmit and distribute Advertising containing the Material.

I hereby assign to Surface Medical Esthetics, PLLC, DBA DCCM™, all of my right, title and interest in and to the Material, and any rights, including copyrights that may result from the use of any Material in any Advertising.

I further waive any right to inspect or approve the Advertising incorporating the Material and the uses to which it may be applied.

I HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT AND AGREE TO THE TERMS OUTLINED.

This release is executed this _____ day of _____, 20_____.

Signature: _____

Print Name: _____

Address: _____

In addition to the above Consent, I further consent **to have my identity revealed** with full face photos or photos of my body even with identifying markings. I further consent to all the previous language of release of the photos within this consent.

This release is executed this _____ day of _____, 20_____.

Signature: _____

Print Name: _____

Patient Photo Consent and Release Policy Signature Page

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------

Name (print)	Signature	Date
--------------	-----------	------