

## AGREEMENT

This Agreement (“Agreement”) is made and entered into the 22nd day of January, 2018 (the “Effective Date”), by and between the Feldenkrais Guild of North America (“FGNA”) and Frank Wildman (“Wildman”) (collectively, the “Parties,” or each separately, a “Party”).

## RECITALS

A. WHEREAS, Wildman is a FGNA-certified practitioner, professional member, and trainer of the Feldenkrais Method<sup>®</sup>.

B. WHEREAS, fourteen individuals have recently filed complaints against Wildman with the FGNA’s Ethics Committee and North American Training Accreditation Board (“NATAB”) regarding allegations of misconduct (the “Complaints”).

C. WHEREAS, Wildman is scheduled to appear before the Board of Directors of the FGNA (“FGNA Board”) regarding the Complaints;

D. WHEREAS, the Complaints allege issues involving Wildman’s ability to perform the work in question in a professional manner; and (while he disputes these allegations) Wildman states that he desires and has sought professional assessment and counseling with the goal of evaluating and (as necessary) addressing any such issues;

E. WHEREAS, while Wildman contests the validity and veracity of the Complaints, in the interest of resolving this dispute and avoiding the expense and uncertainty of hearings or other proceedings involving the Parties, including but not limited to proceedings before the FGNA Board and/or the NATAB, the Parties have decided and agreed to resolve the present dispute on the terms set forth in this Agreement;

**NOW THEREFORE**, in consideration of the promises and mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The recitals are incorporated into and made a part of this Agreement as if fully restated herein.

2. **Membership Eligibility**. Wildman agrees to relinquish his eligibility for membership in FGNA . Wildman hereby acknowledges that he is no longer a member of FGNA.

3. **Practitioner Certification**. Wildman agrees to relinquish his FGNA Feldenkrais<sup>®</sup> Practitioner certification and hereby acknowledges that he is no longer a FGNA certified Feldenkrais<sup>®</sup> Practitioner.

4. **Trainer Certification**. Wildman agrees to relinquish the Feldenkrais<sup>®</sup> Trainer certification granted to him by FGNA and/or NATAB, and hereby acknowledges that he is no longer a FGNA certified Feldenkrais<sup>®</sup> Trainer.

5. **Use of FGNA Marks**. Upon the Effective Date, and until he regains his FGNA Feldenkrais<sup>®</sup> Practitioner certification or Feldenkrais<sup>®</sup> Trainer certification, Wildman shall refrain from using any FGNA trademarks, service marks, or certification marks. Wildman shall

not represent or hold himself out as being certified, licensed, accredited by, or otherwise associated with, the FGNA, the Feldenkrais® Method, or any FGNA trademark, service mark, or certification mark until he regains his FGNA Feldenkrais® Practitioner certification and/or Feldenkrais® Trainer certification.

6. **“Change Your Age” Publications & Services.** Wildman is the author a book entitled “Change Your Age” and the proprietor of related educational services marketed under the “Change Your Age” brand. With respect to any works authored or created after the Effective Date of this Agreement, Wildman agrees to refrain from using or referring to FGNA service marks or trademarks in such a manner as to suggest Wildman is a member of the FGNA, or holds a FGNA Feldenkrais® Practitioner certification or FGNA Feldenkrais® Trainer certification. Wildman agrees to cause the removal of any references to any FGNA service marks or trademarks from any subsequent editions and/or printings of the book “Change Your Age,” including, without limitation, any subsequent audiobook recordings of “Change Your Age.” Wildman further agrees to cause the removal of any reference to any FGNA service marks or trademarks from materials relating to the promotion, marketing, teaching, and practice of the “Change Your Age” services, including, without limitation, any websites, videos, brochures, advertisements, other promotional materials, classes, lessons, and courses.

7. **Feldenkrais Movement Institute.** Within 60 days from the Effective Date, Wildman will take steps to ensure the website and any written or other materials associated with the Feldenkrais Movement Institute do not represent or suggest that Wildman is a FGNA member or Feldenkrais® Training Program Administrator or holds a FGNA Feldenkrais® Practitioner certification or FGNA Feldenkrais® Trainer certification.

8. **Teaching the Feldenkrais® Method.** Wildman shall refrain from teaching or engaging in the professional practice of the Feldenkrais® Method, whether in the United States or , Canada.

9. **No Admission of Fault.** The Parties acknowledge the facts and circumstances alleged in the Complaints are disputed, and none of the Parties to this Agreement admit fault or responsibility for any of the allegations in question; moreover all Parties to this Agreement reserve all rights with respect to any proceedings arising out of or relating to the Complaints, other than the matters specifically enumerated in this Agreement.

10. **Confidentiality / Press Release.** Within five (5) days of the Effective Date, FGNA shall issue a press release on its website, which shall adopt the following or substantially similar language:

Dr. Frank Wildman has relinquished his FGNA Practitioner and Trainer Certifications and FGNA membership.

Other than the above stated Press Release, the Parties agree to keep confidential this Agreement and the terms thereof, except the FGNA may disclose this Agreement and the terms thereof to any Feldenkrais® Guilds and/or Associations worldwide or any other entity responsible for accepting, certifying, accrediting, and/or licensing Feldenkrais® trainers, practitioners, or members.

11. **Insurance.** Nothing in this Agreement is intended to affect the applicability of insurance coverage for the Parties with respect to any claim arising out of or relating to the Complaints or any other claim(s).

12. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements and understandings, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

13. **Authority.** Each Party represents and warrants that (a) he/it has the power and authority to execute, deliver and perform this Agreement, (b) this Agreement has been duly executed and delivered by him/it and constitutes his/its valid and legally binding obligation, enforceable against him/it in accordance with its terms, and (c) the person(s) signing this Agreement have authority to do so.

14. **Captions Have No Effect.** The captions of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction.

15. **Amendments.** This Agreement may be amended only by an agreement in writing signed by each of the Parties.

16. **Severability.** All of the clauses of this Agreement shall be distinct and severable and if any clause or provision of this Agreement is declared illegal, invalid, or unenforceable by a court having competent jurisdiction, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed to constitute an original and all of which, when taken together, shall constitute one and the same Agreement. Each counterpart of this Agreement may be delivered by electronic means.

18. **Governing Law.** This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Oregon, without regard to Oregon's rules governing conflicts of laws.

19. **Injunctive Relief.** Wildman acknowledges that damages are an inadequate remedy in the event of a breach or intended or threatened breach of this Agreement, and that any such breach by Wildman will cause FGNA irreparable injury. Accordingly, Wildman agrees that FGNA has the right to seek preliminary and permanent injunctive relief (without waiving any additional rights or remedies available to FGNA at law or equity) in the event of such a breach or intended or threatened breach by Wildman.

20. **Construction.** The terms and language of this Agreement are the result of arm's length negotiations between the Parties and each Party has had the opportunity to participate in the drafting of this Agreement. Consequently, there shall be no presumption that any ambiguity in this Agreement should be resolved in favor of one Party against the other. Any controversy concerning the construction of this Agreement shall be decided neutrally without regard to authorship.

IN WITNESS WHEREOF, and intending to be legally bound, this Agreement has been executed by the Parties.

FELDENKRAIS GUILD OF  
NORTH AMERICA

FRANK WILDMAN

By: Nancy Heller  
Title: President FGNA  
Date: 01/22/2018

Frank Wildman

Date: 1/22/2018