

## Procedure 12.8 LICENSE AGREEMENT FOR PROGRAMS INCORPORATING IMAGO

**THIS LICENSE AGREEMENT** (This "Agreement") effective as of the \_\_\_ day of December, 2009 (the "Effective Date") by and between Imago Relationship International, Inc., a New York corporation, whose address is 160 Broadway, East Building, Suite 1001, New York, NY 10038 (the "Licensor") \_\_\_\_\_ (the "Licensee") whose address is:

---

**WHEREAS**, Licensor owns or has rights to license certain intellectual property and has the right to license same;; and

**WHEREAS**, Licensee desires to license said intellectual property from Licensor on a non-exclusive basis for a particular purpose as more fully described in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement and other valuable consideration, the parties hereby agree as follows:

- A. GRANT OF LICENSE.** Subject to and in accordance with the terms and conditions set forth herein, Licensor grants to Licensee a non-exclusive license to use the Property for the Licensed Purpose throughout the Territory, during the Term.
- B. PROPERTY.** The Property means any material used by the Licensee that is owned by Licensor or which Licensor has a right to license (the "Property").
- C. LICENSED PRODUCTS.** The license granted herein by Licensor to Licensee shall be limited to the purpose of using the Property in training manuals (the "Licensed Purpose"). The final product containing the Licensed Property shall be called the "Licensed Product" and is published under the name \_\_\_\_\_.
- D. TERRITORY.** The Territory is \_\_\_\_\_.
- E. TERM.** The Term of this Agreement begins on the Effective Date and shall end on the five (5) year \_\_\_\_\_ anniversary of the Effective Date. The Term shall be automatically renewed for successive one-year \_\_\_\_\_ periods unless cancelled with written notice thirty (30) days prior to the end of a Term by either party.
- F. ROYALTY.** Licensee agrees to pay to Licensor a (the "Royalty") equal to \_\_\_% percent of the Net Sales (as defined in paragraph 4 (b) of the Standard Conditions below), on a quarterly basis.

**I. STANDARD CONDITIONS.** The Standard Conditions attached hereto are a part of this Agreement.

## **STANDARD CONDITIONS**

### **1. GOODWILL; OWNERSHIP.**

(a) Licensee acknowledges that: (i) the Property is valuable and has a substantial amount of goodwill built into it, (ii) Harville Hendrix and Helen LaKelly Hunt are the owners of the Property and Licensor is the sole and has the exclusive distributor right to sublicense of the Property in the Territory including, without limitation, all goodwill associated therewith and every element of the Property, and (iii) the Property has acquired secondary meaning in the mind of the public. Licensee shall not, during the Term, any extension and/or renewal thereof, or at any time thereafter, dispute or contest, directly or indirectly, Licensor's ownership in the Property; Licensor's exclusive right (subject to the rights granted in this license) to use and/or exploit the Property; the validity of any of the copyrights or trademarks pertaining thereto or Licensor's ownership thereof, nor shall Licensee assist or aid others whether directly or indirectly in doing so. At Licensor's request Licensee shall cooperate with and assist fully Licensor in preventing or stopping any infringement or unfair use by any third party of the Licensed Products or Property. Licensor, in its sole discretion, will determine what course of action, if any, it elects to pursue in regard to said infringement or unfair use and shall be under no obligation whatsoever to take action at Licensee's request. Licensee further recognizes and acknowledges that a breach by Licensee of any of its covenants, agreements or undertakings hereunder would cause Licensor irreparable damage, which cannot be readily remedied in damages in an action at law, and would entitle Licensor to equitable remedies, costs and reasonable attorneys' fees.

(b) Licensee's use of the Property shall not confer or imply a grant of rights, title or interest in the Property or goodwill associated therewith and all ownership of copyrights, trademarks and other rights in the Property and in all artwork, packaging, copy, literary text, advertising and promotional materials of any sort utilizing the Property or any other materials subject to copyright or trademark protection ("Protected Materials"), including all such materials developed by Licensee, and the goodwill pertaining thereto, all of which shall inure to the benefit of, and remain the exclusive property of Licensor. The Protected Materials are and shall be and at all times remain in the name and ownership of, Licensor. All Protected Materials created by, or under the authority of, Licensee shall be created as works for hire within the meaning of the United States Copyright Act and will be owned exclusively by the Licensor. To the extent that any Protected Materials are deemed not to be a work made for hire, Licensee hereby irrevocably assigns to Licensor all intellectual property rights of every kind and nature in and to such Protected Materials from the moment of their creation. If any third party makes or has made a contribution to the creation of the Protected

Materials as permitted under this Agreement, Licensee shall obtain from such third party a full assignment of all the rights of such third party in such Protected Materials to the Licensor.

## **2. NOTICE.**

(a) To insure protection of the Property, Licensee agrees that the Property will be displayed in a form and manner approved by Licensor. The following notice shall appear on each Licensed Product and all advertising, promotional, packaging and wrapping material and any other material using the Property:

*© 2009 2010 {insert property name} Imago Relationship Therapy and Education materials used in this publication are is a copyright of Harville Hendrix and Helen LaKelly Hunt c/o Imago Relationship International, Inc. All rights reserved.*

(b) Licensor reserves the right to require running changes license to change in such notice, if required by law.

## **3. RESERVATION OF RIGHTS; PREMIUMS/OTHER DISTRIBUTION.**

Licensor retains all rights not expressly granted to Licensee hereunder, including without limitation the right to grant licenses to third parties which do not violate the terms of this Agreement. The right granted to Licensee to manufacture, distribute and sell the Licensed Products throughout the Territory during the Term is non-exclusive and for normal distribution. Licensee shall not distribute the Licensed Products by means of any premium, give-away or promotional arrangement with third parties without the prior written consent of Licensor.

## **4. ROYALTIES.**

(a) The Royalty provided for in this Agreement shall be paid with respect to all Licensed Products shipped or invoiced, whichever occurs first, by Licensee or any of its affiliated, associated or subsidiary companies or any of its sublicensees, even if not billed, such as free introductory offers, samples, etc.

(b) "Net Sales" means the gross invoice price billed customers. Licensed Products that are provided, but not billed, shall be deemed to have been billed at the gross invoice price at which they are generally sold on a stand alone manner. No costs incurred in the manufacture, sale, distribution or exploitation of the Licensed Products may be deducted from any Royalties payable by Licensee.

(c) All royalties shall be payable in U.S. Dollars and all sales by Licensee in currencies other than U.S. Dollars during an accounting period shall be converted into U.S. Dollars at the exchange rate for bank transfers from such currency

to U.S. Dollars as reported in the Wall Street Journal on the last day of such accounting period (or the first business day thereafter if such last day shall be a nonbusiness day).

## **5. STATEMENTS.**

Within thirty (30) days after the end of every calendar quarter following initial sale of the Licensed Products, Licensee shall furnish to Licensor a complete and accurate statement on Licensor's standard form. Royalty payments shall be made at the same time in U.S. currency. Due to the administrative costs to Licensor of collecting past due monies, a charge of the lower of one and a half percent (1.5%) plus prime per annum or the highest amount permitted by applicable law shall be levied on late payments, from the due date through the date of payment. Receipt by Licensor of the statements or payments does not preclude Licensor from questioning their correctness at any time. In the event that inconsistencies or mistakes are discovered in such statement or payment, they shall promptly be rectified and the appropriate payments made by Licensee or refund by Licensor.

## **6. BOOKS AND RECORDS.**

Licensee agrees to keep accurate books of account and records covering all transactions relating to this Agreement at Licensee's principal place of business for not less than two (2) years after the termination of this Agreement. Licensor and its representatives may upon written notice and during usual business hours audit said books of account and records and make copies thereof at Licensor's expense. All audits shall be at Licensor's expense, except that if the audit reveals (i) Licensor is entitled to payments equal to Five Thousand Dollars (\$5,000) or more in addition to the amounts previously paid by Licensee to Licensor, or (ii) Licensee has underpaid royalties to Licensor by more than two and one-half percent (2.5%) in a calendar quarter, then Licensee shall repay the amount due plus interest in accordance with paragraph 5 above and shall also pay all costs of the audit.

## **7. REPRESENTATIONS AND WARRANTIES OF LICENSEE.**

(a) Licensee represents, warrants and covenants that:

(i) It will not attack the title of Licensor in and to the Property or any copyright or trademark pertaining thereto, nor will Licensee attack the validity of the License granted hereunder;

(ii) It will maintain the highest quality and standards of Licensee in effect as of the date of this Agreement; and Licensee represents and warrants to Licensor, that it will at all times comply with all federal, state and local laws, regulations, rules and guidelines, including in relation to product safety, food, health, drug, cosmetic or other similar laws, and all voluntary industry standards relating to the design, manufacture,

sale, advertising, distribution or use of the Licensed Products, which are applicable to the Territory. Licensee shall comply with any regulatory agencies which will have jurisdiction over the Licensed Products and will procure and maintain in force any and all permissions, certifications and/or other authorizations from governmental and/or other official authorities that may be required in relation thereto.

(iii) The Licensed Products and the packaging and advertising therefor will not infringe any copyright, patent or other proprietary right of any person.

(b) Licensee shall assist Licensor, to the extent reasonably necessary, in protecting any of Licensor's rights to the Property. Licensor may commence or prosecute any claims or suits in its own name or (with the consent of Licensee, not to be unreasonably withheld) in the name of Licensee or join Licensee as a party thereto. Licensee may at its own expense institute suits or take action on account of infringements or imitations of the Property only with the prior written consent of Licensor, not to be unreasonably withheld.

## **8. DEFAULT.**

(a) "Default" means a material breach by either party of its obligations hereunder. A Default shall also be deemed to occur if Licensee shall be unable to pay its debts when due, or shall make any assignment for the benefit of creditors, or shall file any petition under the bankruptcy or insolvency laws of any jurisdiction, or shall have or suffer a receiver or trustee to be appointed for its business or property, or be adjudicated a bankrupt or an insolvent (an "Event of Insolvency").

(b) A Default shall also be deemed to occur if a substantial portion of the assets or controlling stock in Licensee's business is sold or transferred, or if there is a substantial change in Licensee's management, or if Licensee's property is expropriated, confiscated or nationalized by any government or if any government assumes de facto control of Licensee's business, in whole or in part, Licensor may terminate this Agreement upon 30 days' notice to Licensee.

(c) A Default shall also be deemed to occur if, in the Licensor's sole opinion, Licensee's use of the Property is inconsistent with the Licensor's mission and values. Licensee shall have thirty (30) days from the receipt of the default notice from Licensor to remedy the default.

(d) In the event of a Default, the non-defaulting party shall have the right to terminate this Agreement by giving written notice of termination to the defaulting party. Such notice shall be effective fifteen (15) days after notice is mailed unless the defaulting party in the interim has remedied the Default and reasonably satisfied the non-defaulting party that the Default has been remedied. If the event of Default is an Event of Insolvency by Licensee, Licensor shall have a right of first refusal to purchase Licensee's interest in this Agreement in the event any third party makes an offer to

purchase such interest or, in the absence of such an offer, Licensor shall have the right to purchase Licensee's interest in this Agreement for fair market value as determined by an independent appraiser selected by Licensor or, if the Event of Insolvency is bankruptcy, selected by the trustee in bankruptcy.

#### **9. TERMINATION/EXPIRATION PROCEDURES.**

(a) Upon expiration or termination of this Agreement, all rights granted to Licensee hereunder shall revert to Licensor, and Licensor shall be free to license others to use the Property in connection with the manufacture, sale and distribution of the Licensed Products. Licensee shall refrain from further use of the Property or any further reference to it, direct or indirect.

(b) All amounts accrued under this Agreement shall thereupon become due and payable by Licensee to Licensor.

#### **10. NO PARTNERSHIP, ASSIGNMENT, ETC.**

This Agreement does not constitute a partnership or joint venture between Licensor and Licensee. Neither party shall have any right to obligate or bind the other party in any manner whatsoever. Nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons. This Agreement is personal to Licensee. Licensee shall not sell, transfer, assign or sublicense any of its rights hereunder. No rights hereunder shall devolve by operation of law or otherwise upon any receiver, liquidator, trustee or other party. This Agreement shall bind and inure to the benefit of Licensor, its successors and assigns. Any waiver, modification or cancellation of any term or condition of this Agreement shall be in writing and signed by both parties.

#### **11. CONSTRUCTION.**

This Agreement shall be governed by the laws of the State of New York without reference to the principles of conflicts of law. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of New York, sitting in New York County, and the courts of the United States for the Southern District of New York. Each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court, any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum and the right to object, with respect to any suit, action or proceeding brought in any such court, that such court does not have jurisdiction over such party. In any such suit, action or proceeding, each party waives, to the fullest extent it may effectively do so, personal service of any summons, complaint or other process and agrees that the service

thereof may be made by certified or registered mail, addressed to the party at its address as set forth in the preamble hereinabove.

**12. NOTICES.**

All notices, statements and requests for approval shall be sent to Licensor at the following address:

Imago Relationship International, Inc.  
160 Broadway, East Building, Suite 1001  
New York, NY 10038

All notices sent to Licensee hereunder should be sent to the address shown on the first page of this Agreement.

**13. COUNTERPARTS.**

This Agreement may be executed in several identical counterparts all of which shall be deemed originals, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. This Agreement may be executed via facsimile with an original signature thereafter furnished, provided however that neither party may avoid any obligation hereunder by failing to provide such original signature.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement.

LICENSOR:

LICENSEE:

IMAGO RELATIONSHIP INTERNATIONAL, INC.

\_\_\_\_\_

By:

By:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date: