

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

**LICENSE AGREEMENT**  
**Licensed Master Practitioner of Neuro-Linguistic Programming®**

This License Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between John La Valle/Richard Bandler (hereinafter collectively referred to as "Licensor") and "Licensee" whose full name, signature and address are listed at the end of this Agreement (hereinafter referred to as "Licensee").

Whereas, Licensor is the owner of the marks NLP / NEURO-LINGUISTIC PROGRAMMING (hereinafter "NLP"), THE SOCIETY OF NEURO-LINGUISTIC PROGRAMMING, THE SOCIETY OF NEURO-LINGUISTIC PROGRAMMING - RICHARD BANDLER LOGOS (shown in Exhibit A attached hereto), DHE / DESIGN HUMAN ENGINEERING (hereinafter "DHE"), LICENSED TRAINER OF NEURO-LINGUISTIC PROGRAMMING, LICENSED PRACTITIONER OF NEURO-LINGUISTIC PROGRAMMING, and LICENSED MASTER PRACTITIONER OF NEURO-LINGUISTIC PROGRAMMING.

Whereas, Licensee has received training in NLP and/or DHE either directly from Licensor or from other persons trained and licensed as a Licensed Trainer of Neuro-Linguistic Programming® by Licensor.

Whereas Licensee desires to use the mark **LICENSED MASTER PRACTITIONER OF NEURO-LINGUISTIC PROGRAMMING®** as a title and mark THE SOCIETY OF NEURO-LINGUISTIC PROGRAMMING™ in connection with that title (hereinafter the "Licensed Marks") to refer to his/her credentials in the field of NLP (hereinafter the "Services");

Now, therefore, in consideration of the promises and mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. License:**

Subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee and Licensee hereby accepts, a world-wide royalty-free non-exclusive right and license to use the Licensed Marks with the Services during the term of this Agreement.

**2. Licensee's Obligations:**

(a). Licensee warrants that all Services rendered under the Licensed Marks shall be of the same or similar quality as currently rendered by Licensee under the Licensed Marks.

(b). Licensee shall continue to demonstrate to Licensor's reasonable satisfaction, through appropriate testing provided by Licensor, that Licensee has learned and can continue to demonstrate the skills necessary for certification to provide the Services as a Licensed Practitioner of Neuro-Linguistic Programming®.

(c). All uses of the Licensed Marks shall include the notice designations ® or ™.

(d). Licensee shall supply Licensor with copies of all new advertising or promotional materials that include the Licensed Marks.

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

(e). Licensee agrees to foster and preserve the integrity and authority of Licensor and The Society of Neuro-Linguistic Programming.

(f). Licensee hereby agrees not to certify or assist in the certification of others in NLP or DHE.

**3. Licensor's Rights:**

Licensee hereby agrees that it will not acquire any trademark rights in the Licensed Marks anywhere in the world and that any use of the Licensed Marks shall inure solely to the benefit of Licensor.

**4. Indemnification:**

Licensor disclaims and provides Licensee with the rights granted hereunder without any representations or warranties regarding the Licensed Marks. Furthermore, Licensor assumes no liability to Licensee or to any third party with respect to the quality of the Services provided by Licensee under the Licensed Marks. Licensee hereby assumes all responsibility for and agrees to indemnify and to hold Licensor harmless against any and all damages, losses, claims, demands, liability, judgment costs, suits or other expenses whatsoever arising out of or relating to Licensee's use of the Licensed Marks and/or Licensee's promotion, advertising, use or sale of Services, including Licensor's reasonable attorneys' fees incurred in the defense of any action against Licensor.

**5. Term and Termination:**

(a). This Agreement shall come into full force and effect as of the Effective Date and shall be in effect for a period of two (2) years from said Effective Date.

(b). Upon expiration of the initial two year period (or any extension thereof), Licensee shall be entitled to request an extension of this Agreement for a further period of two (2) years. Subject to and conditioned upon Licensee being in full compliance of this Agreement, attending and receiving further training from Licensor and/or demonstrating continued proficiency in NLP and/or DHE, such renewal will be granted.

(c). Licensor shall have the right to terminate this Agreement in the event of a material breach by Licensee of any of the terms, conditions, representations or warranties of this Agreement, unless such breach is cured within thirty (30) days after written notice of such breach; such termination shall be without prejudice to any other remedy Licensor may have against Licensee.

(d). Upon termination: (i) all rights granted to Licensee hereunder shall automatically revert to Licensor; and (ii) within thirty (30) days of termination, Licensee shall cease any and all use of the Licensed Marks, shall cease to provide any and all Services under the Licensed Marks, shall cease to have the right to represent certification by Licensor, and shall cease representing any affiliation with, certification by or approval of Licensor and/or The Society of Neuro-Linguistic Programming.

(e). Licensee's obligations to Licensor under this Agreement shall survive any termination of this Agreement.

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

**6. Miscellaneous:**

(a). Licensee may not assign this Agreement or the rights or obligations hereunder without the prior written consent of Licensor.

(b). Nothing contained in this Agreement shall in any way be construed to create an agency relationship, partnership or joint venture between the parties, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

(c). The parties acknowledge that, except as expressly set forth herein, neither party has made any representations or warranties of any kind, either express or implied.

(d). The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

(e). This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, proposals, representations, statements, understandings and other communications, whether written or oral. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by both parties.

(f). The laws of the State of New Jersey shall govern this Agreement and any dispute arising under this Agreement shall be brought in Superior Court for the State of New Jersey or United States District Court for the District of New Jersey. Both parties agree to submit to the personal jurisdiction of the Courts of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Licensor:

Licensee:

\_\_\_\_\_  
John La Valle /Richard Bandler  
Or agent (signature)

\_\_\_\_\_  
(signature)

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Province, Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Executed On: \_\_\_\_\_  
(date)

Executed On: \_\_\_\_\_  
(date)

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

John La Valle  
PO Box 424  
Hopatcong, NJ 07843

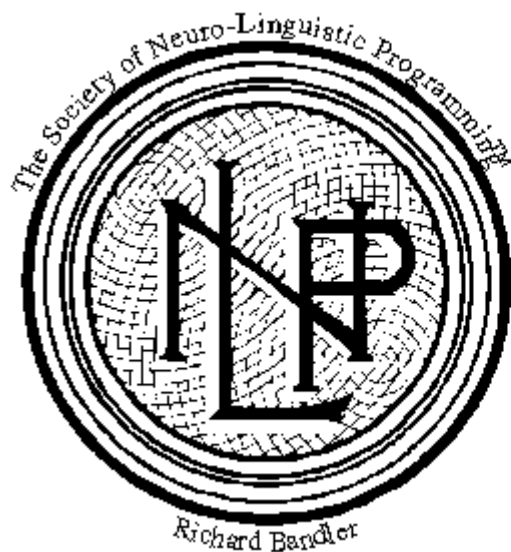


Exhibit A