

## INTERNATIONAL LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is made and entered into as of [DATE OF AGREEMENT] by and between CREATIVE WEALTH INTERNATIONAL, a California Corporation, as Licensor (hereinafter “Licensor”) and [BUSINESS NAME], a [COMPANY TYPE] company, as Licensee (hereinafter “Licensee”).

### RECITALS

WHEREAS:

- A. Licensor is in the business of, among other things, owning, developing, and licensing intellectual property.
- B. Licensee desires to utilize the intellectual property of Licensor.

NOW, THEREFORE, for good and valuable consideration, the parties agree to the following: upon signing and entering into this Agreement, Licensee is agreeing to the following conditions:

### Article I. DEFINITIONS

Section 1.01 Certain Terms. The following terms, when used in this Agreement, shall have the meaning specified with respect thereto, unless a different meaning clearly appears from the context:

- (A) “Licensing Materials” shall mean Creative Wealth International Curriculums, Creative Wealth International Financial Playbook, and Creative Wealth International Programs, Games, Activities, and Teaching Methodologies.
- (B) “Licensed Territory” shall mean the Country of [LICENSED COUNTRY].
- (C) “Term” shall mean two (2) years commencing on the date of this Agreement.
- (D) “Dollars” shall mean United States Dollars.
- (E) “Licensee Fee” shall be \$ \_\_\_\_\_ [TBD].
- (F) “Attendee Fee” shall be either \$ \_\_\_\_\_ [TBD] per person or a percentage of gross revenues [TBD].
- (G) “Renewal Fee” shall be and mean an automatic renewal for five (5) years from [RENEWAL DATE] to [FIVE (5) YEARS AFTER RENEWAL DATE] if a renewal fee of [TBD] is paid to Licensor and if Licensee signs up at least 100 participants in Creative Wealth International programs during the initial two-year period.

Section 1.02 Protected Materials. All materials or other intellectual property rights, or which may be construed as proprietary information (including, but not limited to, the Licensed Materials, the Financial Playbook, teaching methodologies, events, any and all technical and non-technical information that is valuable to Licensor, such as manuals, subscription programs, audio/visual programs, coaching programs, tele-seminars, tele-coaching, flip charts, audio/video products, books, training routines, training processes, course material, literature, pamphlets, processes, procedures, patent, trademark, products, copyrights, trade secrets, techniques, sketches, drawings, models, invention, know-how, and equipment related to current and contemplated products and services, inventions, manufacturing, purchasing, accounting, engineering, marketing, merchandising, and sales), to the extent necessary and as may be reasonably required during the relationship will be considered protected material.

## **Article II. GRANT OF LICENSE**

Section 2.01 Use of Protected Materials. Licensor hereby grants to Licensee the exclusive, revocable right in Licensee to the following in the Licensed Territory:

- (A) Use of Licensor's Protected Materials, including all intellectual property rights in or to Licensor's events;
- (B) Advertise and promote Licensor's events;
- (C) Secure attendees to Licensor's events;
- (D) Collect monies paid by attendees to Licensor's events;
- (E) Conduct training programs (excluding Train-the-Trainer programs) based on materials provided by Licensor on Licensor's events;
- (F) Distribute copies of written materials provided by the Licensor to properly registered and paid attendees of Licensor's events.

Anything beyond the scope of use of the Protected Materials as described in this Article II; including, but not limited to, reproduction, sale, or giving away of protected materials shall be only upon the written agreement of Licensor.

Section 2.02 Conditions to Use of Protected Materials. Licensor's grant of the above license rights to Licensee is subject to:

- (A) Prior approval from Licensor;
- (B) Review of Licensee's Business Plan and five (5) year projections;
- (C) Payment in full of the Licensee Fee by Licensee;

(D) Successful completion by Licensee of Creative Wealth International's Train-the-Trainer Course in order to become a "Certified Creative Wealth International Coach"; and

(E) Adherence to all terms and conditions contained in this Agreement.

Section 2.03 Right to Sub-License. Licensee will have the right to sub-license Creative Wealth International programs in other states/areas/counties/districts within the Licensed Territory. The original licensing fee paid by Sub-Licensee will be negotiated between all parties based on territory or population and will be a minimum of \$\_\_\_\_\_ [TBD] per territory or designated population. This licensing fee will be split between Licensee and Licensor as follows: Year One: Fifty percent (50%) of the fee to be paid directly to Licensor and the remaining Fifty percent (50%) to be paid to Licensee. Year Two and on: Eighty percent (80%) of the fee to be paid directly to Licensor and the remaining Twenty percent (20%) to be paid to Licensee. The subsequent licensing fees (per head or percentage...based on original agreement) are in force for the duration of the agreement. Licensee will provide said sub-licensees with all the necessary materials, training and support. All English speaking sub-licensees will be required to attend a Creative Wealth International Train-the-Trainer in the United States prior to delivering their own programs in the Licensed Territory. Licensee shall be given the right to train its staff and directors to become a Certified Creative Wealth International Coach. However, Licensee shall forward any such interested individuals to Licensor for training.

Section 2.04 Right to use create own products related to program. Licensee has the right to create new programs and products using Creative Wealth International marks and logos with permission from Creative Wealth International only. Licensee will pay Licensor 10% of all profits (documented by financial statements) on all new materials created by Licensee that utilize Creative Wealth International name, logo or content.

Section 2.05 Return of Protected Materials. After the completion or termination of this relationship, Licensee shall return all Protected Materials given by Licensor either at the conception or during the course of the parties' relationship, except as may be expressly agreed upon pursuant to the prior written agreement of Licensor.

Section 2.06 Training of Licensee and Promotion in New Licensed Territory. All training of Licensee will take place within the United States. If Licensee requests Licensor to travel to licensed area for training and/or help in promoting of new program, all travel and expenses will be the responsibility of Licensee.

### **Article III. COMPENSATION**

Section 3.01 Compensation. Upon execution of this Agreement, Licensee shall pay Licensor the Licensee Fee as detailed in Article I hereof. This payment is non-refundable and shall apply to Licensee's license for the Term.

### **Article IV. LICENSEE'S OBLIGATIONS**

Section 4.01 Licensee shall represent Licensor in a professional manner and use its best commercial marketing efforts to secure attendees to participate in the Licensed Materials.

Section 4.02 If Licensee has not offered the Licensed Materials to prospective attendees within twelve (12) months following the entering of this Agreement, Licensor shall have the right to terminate this Agreement as provided in Article VIII. Such termination shall not affect Licensor's right to retain all monies paid by Licensee.

Section 4.03 Licensee shall provide to Licensor at least five (5) samples of any material that Licensee produces at no cost to the Licensor for each year that this Agreement is effective or at such other times as the Licensor may reasonably require.

Section 4.04 Licensee agrees to use its best efforts in the manufacture, sale, distribution, marketing, and promotion of the Licensed Material in the Licensed Territory.

Section 4.05 Licensee agrees to conduct each Licensor's event in strict accordance with Licensor's requirements. Additionally, prior to conducting a Creative Wealth International event, Licensee shall complete and return all required paperwork as provided by Licensor.

Section 4.06 Licensee shall indicate on all of Licensor's materials that the materials are being provided under license from the Licensor and shall further mark each Licensed Material with the proper patent, trademark, and copyright notice as reasonably required by the Licensor.

Section 4.07 Licensee shall make no revisions, alterations, or modifications to any of the materials, processes, or documents provided by the Licensor, it being expressly understood that all aspects and elements of the Protected Material are expressly and solely the property of Licensor. Licensee is permitted to translate or modify according to culture and other aspects unique to the Licensed Territory. Any alteration of Licensor's materials by Licensee is the sole property of Licensor and Licensee may not use or license such material without the written consent of Licensor.

Section 4.08 Licensor has the right to evaluate all sponsorships and give feedback.

## **Article V. INTELLECTUAL PROPERTY RIGHTS PROTECTION**

Section 5.01 Licensee shall promptly notify Licensor in writing of any infringements or imitations of the Protected Materials similar to those covered by this Agreement that may come to Licensee's attention. Licensor shall have the sole right to commence and/or defend a legal action or negotiate a settlement relating to any alleged infringement of Licensor's Protected Materials.

Section 5.02 Licensee shall use its best efforts to give Licensor all reasonable assistance and cooperation in any such legal action including, but without limitation, executing reasonably necessary documents and giving reasonably necessary testimony to permit Licensor, in its own name and/or on behalf of Licensee or jointly, to commence or defend the legal action. Licensee agrees to cooperate fully with Licensor if Licensor wishes to commence litigation in the name of

Licensee or name Licensee as a party to such suit. Any out of pocket costs incurred by Licensee in rendering such assistance requested by Licensor shall be paid for or reimbursed by Licensor. Licensor shall be entitled to any recovery or damages collected as a result of such legal action or negotiated settlement. No settlement by Licensor shall impose a monetary liability on Licensee without Licensee's consent to such settlement.

Section 5.03 Licensee has the right to change or modify any of the programs related to differences in culture, language, monetary systems, etc.

Section 5.04 With respect to any claim or suit that Licensor is not possessed of such right, title, or interest in the Protected Materials as to be entitled to grant this license to Licensee, Licensor shall have the option to undertake and conduct the defense of any suit so brought. Licensee agrees to cooperate fully with Licensor in any such action. Any out of pocket costs incurred by Licensee in rendering such assistance requested by Licensor shall be paid for or reimbursed by Licensor.

Section 5.05 At Licensor's sole cost and expense, Licensee agrees to assist Licensor with protecting Licensor's Protected Materials, including without limitation, acquiring legal trademark in licensee's country and executing a form of copyright assignment, which form shall be signed by Licensee simultaneously with Licensee's execution of this Agreement.

## **Article VI. RETENTION OF RIGHTS**

Section 6.01 Rights Reserved. All right, title, and interest of every kind and nature, whether now known or unknown, in and to any intellectual property, including, but not limited to, any inventions, patents, trademarks, service marks, copyrights, slogans, logos, films, scripts, ideas, creations, and properties invented, created, written developed, furnished, produced, or disclosed by Licensor, in the course of rendering services to Licensee, be and remain the sole and exclusive property of Licensor for any and all purposes and uses, and Licensee shall have no right, title, or interest of any kind or nature in or to such property, or in or to any results and/or proceeds from such property.

Section 6.02 Upon termination or expiration of this Agreement, Licensee shall, without any additional consideration, assign to Licensor such rights as Licensor owns or controls to permit Licensor to continue to market and sell the Licensed Materials or to license such rights to a third party.

Section 6.03 Licensor retains all rights to the Protected Materials, including the rights to grant other licenses with respect to geographic areas not specifically identified as being within the Licensed Territory.

Section 6.04 Licensee shall not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark, or logo that is similar to or may cause confusion about ownership of the Protected Materials in any territory. Licensee shall not use Licensor's intellectual property in any publication or other materials without Licensor's prior written approval. Licensor agrees to respond within forty-eight (48) hours when presented with

marketing materials to approve and if there is no response, Licensee will be permitted to proceed.

**Article VII.**  
**ATTENDANCE REPORTS, PAYMENTS, BOOKS, AND AUDITS**

Section 7.01 Licensee shall provide Licensor with a Creative Wealth International Reporting Form that lists the camp location, camp dates, instructors' names, camp fee charged to participants, number of attendees, and a list of participants. Licensee agrees to provide Licensor with participant contact information when necessary.

Section 7.02 Licensee shall keep full and accurate books of accounts, records, data, and memoranda respecting sales of Licensor's programs and events in sufficient detail to enable the Licensor to gauge the Licensee's business. Licensee shall provide reports and completed event-attendee surveys to Licensor for each Creative Wealth International program within thirty (30) days following each event.

Section 7.03 Licensee further gives Licensor the right to examine or audit said books and records insofar as they concern Licensor upon at least seven (7) prior days written notice, for the purpose of verifying the reports provided for in this Agreement.

Section 7.04 In the event that Licensor shall examine the records, documents, and materials in the possession or under the control of the Licensee with respect to the subject matter, such examination shall be conducted in such manner as not to unduly interfere with the business of the Licensee. All books and records relative to Licensee's obligations hereunder shall be maintained and kept accessible and available to the Licensor for inspection for at least three (3) years after termination of this Agreement.

**Article VIII.**  
**TERMINATION**

Section 8.01 Termination. If Licensee shall at any time:

- (A) Fail to deliver any notice or report; or
- (B) Fail to make any payment required hereunder; or
- (C) Be in default with respect to any other material provision of this Agreement, and

(D) Licensee shall fail to remedy such default within thirty (30) days after written notice thereof by Licensor, then Licensor may, at its sole option, terminate this Agreement and the license granted herein by notice to that effect, but such act shall not relieve Licensee of its liabilities or obligations accruing up to the time of termination; provided, however, that in the event Licensee's fraud or intentional misconduct is the basis of the default under this Agreement, Licensor shall have the right to immediately terminate this Agreement, effective upon the giving of such notice.

Section 8.02 Effect of Termination. Licensee agrees that all of the following hereunder shall be the sole property of the Licensor, free and clear of any and all liens and encumbrances upon expiration or termination of this Agreement:

- (A) Creative Wealth International,
- (B) Any and all copyright, trademark, or other applications filed with respect to Creative Wealth International,
- (C) Any and all designs, drawings, processes, sketches, documents, literature, prototypes, written specifications, and market surveys with respect to Creative Wealth International,
- (D) Licensee agrees upon termination of this Agreement to immediately provide Licensor with a true and accurate accounting in writing of:
  - (1) All inventory of Creative Wealth International on hand, in transit, and/or in manufacture,
  - (2) Accounts receivable on sales of Creative Wealth International,
  - (3) All unfilled or pending orders including the customer name and location, the number of units of Creative Wealth International ordered, and sales terms, and
  - (4) Any and all documents or any other materials related to the use by Licensee of Creative Wealth International.

Section 8.03 Force Majeure. It is understood and agreed that in the event an act of government, war, fire, flood, or an Act of God prevents the performance by Licensee of the provisions of this Agreement, then such non-performance by Licensee shall not be considered a breach of this Agreement and such non-performance shall be excused while, but no longer than, the conditions described herein prevail.

Should Licensee claim that its performance of the provisions of this Agreement has been or is being prevented by any force majeure as aforesaid, the Licensee must give notice in writing within five (5) days of the event taking place and submit proper evidence thereof to the Licensor.

## **Article IX. INDEMNIFICATION**

Section 9.01 Licensor hereby expressly warrants that to the best of its knowledge, Licensor is the sole owner of the Protected Materials and all rights pertaining thereto and has the power and authority to enter into this Agreement.

Section 9.02 In the event of a court of law of competent jurisdiction from which no appeal of right exists makes a final judgment that the Licensor knowingly and intentionally breached its representation or ownership of the Protected Materials that Licensor will defend, indemnify, and hold Licensee and all other parties to this Agreement harmless with respect to any suit at law or in equity brought by Licensee or against Licensee, in which said lawsuit

concerns the ownership of title of the Protected Materials or for infringement of the rights of a third party.

Section 9.03 Notwithstanding the foregoing, it is agreed that any such indemnification, which shall include Licensee's costs, shall be limited to the fee paid by Licensee upon entering this Agreement.

Section 9.04 Licensors represents that it has not received any claim or notice of claim as of the Date of this Agreement which, if true, would make the representations in the Agreement false or misleading.

Section 9.05 Licensors agrees that, during the term of this Agreement, it will not give any other person, firm, association, or corporation a license or right to manufacture or sell in the Licensed Territory any Licensed Material similar to Licensors's, save and except as is permitted by the terms of this Agreement.

Section 9.06 Licensors further agrees, upon Licensee's request, to execute any and all documents and do all acts reasonably necessary to carry out the terms of this Agreement.

Section 9.07 Licensee agrees to indemnify and hold harmless Licensors as to all damages, costs, and attorneys' fees resulting from all claims for injury or property damage based on the use of the Protected Materials as produced and sold by Licensee, its subsidiaries, affiliates, successors, and sub-licenses.

## **Article X. MISCELLANEOUS**

Section 10.01 Binding Agreement. This binding agreement is limited specifically to the use of materials Licensors provides during the course of the parties' relationship.

Section 10.02 Severability. The terms of this Agreement shall be construed as a series of separate covenants, one for each county in each of the states of the United States to which such restriction applies. If, in any judicial proceeding, a court of competent jurisdiction shall refuse to enforce any of the separate covenants deemed included in this Agreement, or shall find that the term or geographic scope of one or more of the separate covenants is unreasonably broad, the parties shall use their best good faith efforts to attempt to agree on a valid provision which shall be a reasonable substitute for the invalid provision. The reasonableness of the substitute provision shall be considered in light of the purpose of the covenants and the reasonable protectable interests of each party. The substitute provision shall be incorporated into this Agreement. If the parties are unable to agree on a substitute provision, then the invalid or unreasonably broad provision shall be deemed deleted or modified to the minimum extent necessary to permit enforcement.

Section 10.03 Assignability. The license granted hereunder is personal to the Licensee and this Agreement and the rights, benefits, and obligations of the Licensee under this Agreement shall not be assignable by Licensee or by operation of law without prior written consent of Licensors.

Section 10.04 Bankruptcy. In the event Licensee files a voluntary petition in bankruptcy or receivership or similar relief, or an involuntary petition is filed and not dismissed within thirty (30) days of the filing date, or if a receiver or trustee is appointed and the appointment is not vacated within thirty (30) days of appointment, or if the Licensee shall be adjudged insolvent, or if an assignment shall be made by Licensee for the benefit of creditors, this Agreement shall be terminated and all rights, title, and interest in and to the Licensed Materials shall revert to Licensor.

Section 10.05 Remedies. Licensee hereto acknowledges that monetary damages would be inadequate to compensate Licensor for any breach of this Agreement. Licensee agrees that, in addition to other remedies which may be available, Licensor shall be entitled to obtain injunctive relief, and all other remedies at law or equity, against the threatened breach of this Agreement or the continuation of any breach, or both, without the necessity of proving actual damages.

Section 10.06 Notices. Any notices permitted or required under this Agreement shall be deemed received upon the date of personal delivery or on the date indicated on the return receipt if deposited in the United States mail, postage fully prepaid, return receipt requested, addressed:

If to Licensor: Creative Wealth International, Inc.  
P.O. Box 2541  
Santa Barbara, California 93120  
Attn: Elisabeth Donati

With a copy to: Amy R. Henderson, Esq.  
Sutton Law Center, P.C.  
348 Mill Street  
Reno, Nevada 89501

If to Licensee: [OWNER]  
[ADDRESS]  
[CITY, STATE, COUNTRY, ZIP]  
Attn: [OWNER]

With a copy to: [NAME]  
[ADDRESS]

or at any other address Licensor may, from time to time, designate by notice given in compliance with this Section 10.06.

Section 10.07 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any questions arising hereunder shall be construed and determined in accordance with the laws of the State of California as they may exist from time to time.

Section 10.08 Choice of Forum. In the event any dispute or litigation arises in relation to this Agreement, the parties agree that such dispute shall be resolved through binding arbitration by one arbitrator, pursuant to the then existing rules of the American Arbitration Association

(AAA). The arbitration shall be conducted in Santa Barbara, California using governing commercial arbitration rules of the AAA. The arbitrator's award shall be in writing, based upon governing law, state the reasons therefore, and be issued within ten (10) days of the conclusion of the arbitration hearing. Judgment upon any award by the arbitrator may be entered by any state or federal court with jurisdiction over the parties. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of California, County of Santa Barbara, and any federal courts located therein, and agree to waive any defense based on jurisdiction and/or venue, and agree to accept service of process by mail. If either party contests the validity of this forum selection clause, and the court finds jurisdiction and venue in Santa Barbara County, California, the non-prevailing party shall pay the prevailing party's costs and attorneys' fees incurred in enforcing this paragraph 10.08. The parties expressly acknowledge that this is a mandatory forum selection clause.

Section 10.09 Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

Section 10.10 Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter discussed hereinabove and replaces any and all prior negotiations, representations or agreements between the parties, whether oral, electronic or written. Licensee acknowledges that it has not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No amendment, modification or supplement to this Agreement shall be effective unless it is in writing and signed by both parties.

Section 10.11 Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

Section 10.12 Attorneys' Fees. In the event an arbitration, suit, or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal there from, it is agreed that Licensor shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

Section 10.13 Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

Section 10.14 Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by Licensor.

Section 10.15 Further Action. Licensee, hereto, shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

Section 10.16 Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

Section 10.17 Savings Clause. Except as otherwise specifically provided for, required by or pursuant to Section 10.02 hereof, if any provision of this Agreement, or the application of

such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 10.18 Waiver. The failure or delay of any party at any time to enforce any right or remedy available to it under this Agreement or otherwise shall not be construed to be a waiver of such right or remedy, nor a waiver of such right or remedy with respect to any other breach or failure by the other party.

Section 10.19 Effect of Signature. By signing this agreement you are deemed to have read and fully understood this Agreement. This Agreement becomes effective on the date first written above.

Section 10.20 Separate Counsel. Licensor acknowledges that it has been represented in this transaction by the law firm of Sutton Law Center, a Professional corporation, and that the other party has waived separate legal advice and representation in this matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date first written above.

DATE: \_\_\_\_\_, 200\_\_

DATE: \_\_\_\_\_, 200\_\_

LICENSOR:  
CREATIVE WEALTH INTERNATIONAL

LICENSEE:  
\_\_\_\_\_.

\_\_\_\_\_  
By: Elisabeth Donati, Founder

\_\_\_\_\_  
By: [OWNER], [TITLE]