

License agreement between Chase Great Enterprises and \_\_\_\_\_

The License Agreement is made effective by the signature of both parties by \_\_\_\_\_.

The content of the agreement as followed.

## CHASE GREAT'S "DYP: IDENTITY MAP" LICENSING AGREEMENT

The content of this License Agreement is **Identity Map** (Discover Your Purpose) Group or Individual Coaching Program ("Licensed Good") which is under the property right of **Chase Great Enterprises (IPR)**.

The Licensee is permitted by the Licensor to use the Licensed Good to promote personal coaching brand and services by selling and administering the Discover your Purpose coaching program to self-generated clients. To enable the use of the Licensed Good the Licensor will support the Licensee with necessary consulting and training fractions of which will include, but not limited to ten weeks of instructional training, proper execution and delivery.

### **Section I. The Licensee and its authorized users commit the confidential agreements:**

This Confidentiality, Non-Competition, and Non-Solicitation Agreement is made between Licensor and Licensee, along with its subsidiaries, parents, joint ventures, affiliated entities, and includes its successors and assigns or any such related entities of Chase Great Enterprises. In consideration defined below, both Experiences agree as follows:

- A. In consideration of the Licensee's execution of this Agreement, you shall be considered a Chase Great Coaching Affiliate, Identity Map workshop facilitator and shall receive future commission wages based on the condition of this Agreement. You acknowledge the receipt and sufficiency of this consideration.
- B. The IPR of this agreement and the service being licensed is a direct representation of the Chase Great brand and must be administered as such. Licensee agrees to not share the information provided in trainings, seminars, conferences, private coaching sessions or published content within the network to anyone who not affiliated with the brand.
- C. Licensee agrees to protect the ideas and strategies of all individuals, clients and participants of the Identity Map workshop.

### **Section II. - Duty of Confidentiality:**

- A. Licensee agrees that during the licensing term of this agreement and for a period of twelve (12) years following the termination of such agreement for any reason, Licensee shall not directly or indirectly divulge or make use of any Confidential Information outside of terms with the Licensor (so long as the information remains confidential) without the prior written consent of the Licensor. Licensee shall not directly or indirectly misappropriate, divulge, or make use of information, trainings or materials for an indefinite period. Licensee further agree that if you are questioned about information subject to this agreement by anyone not authorized to receive such information, you will notify the Licensor within 24 hours. You acknowledge that applicable law

may impose longer duties of non-disclosure, especially for Trade Secrets, and that such longer periods are not shortened by this Agreement.

- B. **Return of Confidential Information and Company Property.** Licensee agree to return all Confidential Information and/or Trade Secrets within three (3) calendar days following the termination of this agreement for any reason. To the extent Licensee maintain Confidential Information and/or Trade Secrets in electronic form on any computers or other electronic devices owned by you, Licensee agree to irretrievably delete all such information and to confirm the fact of deletion in writing within three (3) calendar days following termination of this agreement with the Licensor for any reason. Licensee also agree to return all property in possession at the time of the termination of this agreement with the Licensor, including but not limited to all documents, records, tapes, and other media of every kind and description relating to the Business of the Licensor and its Customers, Customer Prospects, and/or Vendors, and any copies, in whole or in part, whether prepared by Licensee or not, all of which shall remain the sole and exclusive property of the Licensor.
- C. **Proprietary Rights.** Proprietary Rights shall be promptly and fully disclosed by Licensee to the Licensor's General Counsel and shall be the exclusive property of the Licensor as against the Licensee and the Licensee's successors, heirs, devisees, legatees and assigns. The Licensee hereby assign to the Licensor your entire right, title, and interest therein and shall promptly deliver to the Licensor all papers, drawings, models, data, and other material relating to any of the foregoing Proprietary Rights conceived, made, developed, created or reduced to practice by Licensee as aforesaid. All copyrightable Proprietary Rights shall be considered the intellectual property of Chase Great Enterprises. Licensee should not add or remove any information to the proposed licensed service. Licensee shall, upon the Licensor's request and at its expense, execute any documents necessary or advisable in the opinion of the Licensor's counsel to assign, and confirm the Licensor's title in the foregoing Proprietary Rights and to direct issuance of patents or copyrights to the Licensor with respect to such Proprietary Rights as are the Licensor's exclusive property as against you and your successors, heirs, devisees, legatees and assigns under this Section II. or to vest in the Licensor title to such Proprietary Rights as against you and your successors, heirs, devisees, legatees and assigns, the expense of securing any such patent or copyright, however, to be borne by the Licensor.
- D. **Non-Competition.** Licensee covenant and agree that, during the term of this agreement with the Licensor and for twelve (12) months after the termination thereof, regardless of the reason for the termination, Licensee will not, directly or indirectly, anywhere in the Territory, on behalf of any Competitive Business perform the same or substantially the same duties listed in this agreement or duties set forth by the Licensor.
- E. **Moral Clause.** Chase Great Enterprises is a purpose discovery resource, therefore our expectations of our Affiliates and Coaches is to strive to live a purpose-driven life. We are committed to not just teach others how to be great, but to live a life that reflects greatness.

## **Section III. Extent of License**

### **2.1 NON-EXCLUSIVE**

The Licensee accepts a non-exclusive right in terms of conditions of this License Agreement to administer and sell the Licensed Good worldwide.

If the Licensor agrees with a third party about the respective Licensed Good to provide more favourable conditions, the Licensor obligates to renew the present License Agreement and to give the Licensee the same favourable conditions as to the third party.

### **2.2 TERRITORY**

The licensed territory is world-wide. The Licensee is not permitted to make, use or sell the Licensed Good outside this territory.

### **2.3 SUB-LICENSE**

The Licensee does not have right to grant sub-license in its territory.

### **2.4 IMPROVEMENTS**

All improvements to the Licensed Good must be reported by the Licensee to the Licensor. Improvements in this sense include any advances which can be directly used or applied by the Licensed Good and which are patentable. If the Licensor participated in this development he/she possess the right to be considered as part of a joint venture as well as the right to be licensed to the new technology. Both parties agree to undertake further negotiation processes in good faith.

The Licensors agrees to inform the Licensee about all improvements to the Licensed Good. The Licensee has the right to be licensed to the respective new technology by the conditions of this License Agreement.

### **2.5 TERM**

The License Agreement ends August 1, of each calendar year. Automatic License renewal will be effective the first day of August each year unless the agreement is terminated for any reason. A letter of dissolution must be presented to dissolve this agreement, upon dissolution of the agreement Licensee will no longer have access to the product, breach of annual renewal will cause immediate dissolution. The dissolution process will take up to 30 days. Annual renewal is \$99 or Tri-Annual renewal is \$265.00.

## **FEES**

### **3.1 LUMP SUMS**

The Licensor and the Licensee agree about a lump sum in the amount of \$175.00 in U.S Currency. The lump sum must be paid upon signing this License Agreement. Therewith the license is fully-paid-up and no further financial requirements will emerge. All profits incurred concluding this agreement will belong to the Licensee.

### 3.2 MATERIAL PURCHASE

Each workshop will require participant materials and participation consent. Licensee agree to purchase material for each participant in the amount of \$15.00 per material packet. Packet includes: 30 Day DYP: Identity Map and participation consent.

### INFRINGEMENT

In case of financial disadvantages following an infringement due to a third party producing, practicing or selling the Licensed Good without permission by the Licensor, the parties shall meet for agreement over appropriate actions. Licensee and Licensor will share the costs of eventually necessary legal effects by 25% and 75% respectively.

### GENERAL CONSIDERATIONS

#### 5.1 REPRESENTATIONS AND WARRANTIES

The Licensor represents and warrants the Licensee:

- a) Licensor owns the Licensed Good and its legal property rights, which gives the right to grant the respective license. The Licensor possess the contractual right to grant the License in case of improvements of the Licensed Good.
- b) The Licensed Good and its property rights are valid accordingly to the knowledge of the Licensor at the date of signature.
- c) The use of the Licensed Good is to be implemented pursuant to the knowledge of Licensor without any exceptions.
- d) The Licensee will have no liabilities or obligations to the Licensor's IPR-portfolio or License improvements.
- e) On the request from the licensee, the Licensor will provide the Licensee access to the Licensed Good and facilities and trainings agreed upon in the contract without further consideration.
- f) The Licensor will inform the Licensee immediately in case legal changes affecting the Licensed Good emerge.

#### 5.2 LICENSOR AND LICENSEE OBLIGATIONS

##### **Licensor Obligations**

- a) The Licensor provides the relevant technology required for the use of the Licensed Good
- b) The Licensor maintains the power of the license in the territory.

**Licensee Obligations**

- a) The Licensee will undertake all necessary steps to successfully manufacture and market the Licensed Good in the present territory.
- b) The Licensee takes properly care of the entrusted Licensed Good and other properties of the Licensee.

**GOVERNING LAW**

This Agreement will be interpreted and construed according to, and governed by, the laws of Michigan. Any dispute regarding this agreement shall be examined under jurisdiction of these laws.

**Licensor**

[City and date]

\_\_\_\_\_

[Company X]

[Name of Representative]

**Licensee**

Eastpointe, MI

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Chase Great Enterprises. LLC

LaToya Early