

**PAX MASTERY AND CERTIFICATION
LICENSE AGREEMENT FOR PAX CERTIFIED PARTNERS**

This LICENSE AGREEMENT (this “Agreement”), dated _____
(the “Effective Date”), is by and between PAX Programs Incorporated (“Licensor”) and

_____ (the “Licensee”).

WHEREAS, Licensor has developed and is the owner of rights, title to, and interest in, certain educational and self–help information, knowledge, tools, and materials.

WHEREAS, Licensee has participated in and completed the following Mastery Topic Path of the 2016 PAX Mastery & Certification Program (the “PMC Program”):

which includes the topics: Human Animal/Human Spirit and Hunter/Gatherer.
[legibly print the applicable Mastery Topic Path]

WHEREAS, Licensee desires to use the knowledge, tools and materials from the Mastery Topic Path set forth above (collectively, the “Materials”) in the various consulting, coaching, therapy, counseling, or other programs Licensee offers to others, such as sessions, meetings, seminars, workshops, teleclasses, and retreats (hereinafter known as “Licensees’ Programs”).

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and Licensee’s payment to Licensor of the amount previously agreed upon, the receipt of which is hereby acknowledged, Licensor and Licensee agree as follows:

- 1. Grant of License.** Licensor hereby grants to Licensee, and Licensee hereby accepts, a worldwide, personal, non–transferable, non–exclusive right and license to use the Materials. Such grant of right and license is limited to the right to reproduce Material for the purpose of teaching, coaching, consulting, counseling, speaking, presenting, recording, blogging, writing, and any other means of communicating the Materials. This License includes the right to produce the Materials in any format created by Licensee, which includes, but is not limited to, compact laser discs, vinyl, DVD’s, MP3’s, online or in person presentations, workshops, or any other technology or other format, now known or later developed; provided, however, the Licensee may not duplicate Licensor’s existing or future products, books, MP3’s, compact discs, DVD’s and other formats now known or later developed. Upon execution of this Agreement, Licensee shall be certified by Licensor to use the Materials in Licensee’s business and shall remain certified during the entire term of this Agreement; provided, however, upon termination of this Agreement, Licensee’s certification

shall also terminate. Licensee may not represent himself or herself as an employee or independent contractor of Licensor. Licensee may only represent himself or herself as a PAX Certified Partner.

2. **License and Certification to One Person Only.** This License to use the Materials is granted only to one individual as set forth below and does not extend to any other individuals or entities, including, but not limited to, any business owned by the Licensee. Licensee understands and agrees that, if any other employees, independent contractors or agents of Licensee desire to use the Materials, those employees, independent contractors or agents must complete the PAX Mastery and Certification program for such Mastery Topic Path and pay the required fees for certification for the Mastery Topic Path.
3. **No Sublicense or Assignment.** Licensee is not permitted to sublicense to any third person or entity, any of the Materials, in whole or in part, without the prior written consent of Licensor. Licensee may not assign this Agreement, or assign this license or the right to use the Materials to anyone, including, but not limited to any parent, subsidiary, or affiliate or as part of the sale of any portion of its business, or pursuant to any merger, consolidation, or reorganization or operation of law, without Licensor's prior written consent.
4. **Scope of License.** Licensee represents that in carrying out this license, Licensee will not go beyond the scope of this license, and will not infringe the rights of any third party. The License does not confer the right to teach any of Licensor's workshops (e.g. The Queen's Code[®] series of workshops). Further, the License does not confer the right to teach information received or learned as a customer in any of Licensor's workshops (e.g. The Queen's Code[®] series of workshops or PAX World Tour) unless such material was taught in the Mastery Topic Path. Licensee acknowledges that, during the course of the PMC Program, more than one Mastery Topic Path were presented to the various participants in the PMC Program and Licensee may have learned or received information on other topics than the Mastery Topic Path set forth above. Licensee acknowledges and agrees that this License does not extend to or contain any information learned or received on those other topics and only extends to the Materials from the Mastery Topic Path set forth above.
5. **Updates to Materials.** Licensor is not responsible to fix, update, or maintain the Materials. This License does not include any future updates to the Mastery Topic Path. In other words, if new information becomes available, or if Licensee wants a "refresher" on any of the information, Licensee must register for, and participate in, a future PMC Program either in person or remotely. New topics may become available for Licensees at Licensor's discretion. Licensor reserves the right to determine in its sole discretion which additional topics it offers to teach Licensees, in what format, and at what price.

6. **Use of Materials and Re-Certification.** Licensee hereby represents that Licensee will use the Materials in his or her business. If Licensee does not use the Materials in his or her business for a period of 2 years and then desires to use the Materials in his or her business, Licensee will apply to become re-certified for the applicable Mastery Topic Path, which will require (a) Licensee to lead demonstration calls on each of the subjects of the applicable Mastery Topic Path, and (b) pay to Licensor a recertification fee of \$1,600.00.
7. **Certified Partner Credit.** Licensee will be listed as a “PAX Certified Partner” on the “Alison Recommends” page of Licensor’s UnderstandMen.com website (or such other website or webpage as Licensor determines appropriate in its sole discretion), with the Licensee’s picture, a description of the services Licensee offers, and link to the Licensee’s website, if any. Licensee agrees to provide to Licensor, within 20 days of the Effective Date, Licensee’s professional headshot photo, description of services, and website link for the “Alison Recommends” page. Within 10 days of receipt of notification that Licensee’s information has been posted to the Licensor’s website, Licensee will ensure that the information posted on the page is correct and inform Licensor if there is an error. Licensee further agrees to provide any updates to such information to Licensor in a reasonably timely manner.
8. **PAX Affiliate.** Licensee may become a PAX affiliate, and may receive commissions for referrals in accordance with Licensor’s affiliate program requirements and procedures. Licensor will pay to Licensee affiliate commissions for product purchases or event registrations when, and only when, the Licensee’s Affiliate Number is correctly entered into the order form at the time of purchase or registration. *Affiliate commissions will not be paid retroactively.*
9. **PAX Products.** Licensee may purchase Licensor’s products at special Licensee rates to resell such products to his or her clients. For information on Licensee rates and procedures for purchasing products please refer to the current version of the Licensee Product Purchase & Ordering Instructions which can be obtained by contacting PAX Customer Service. Licensee may only sell such products to his or her clients and may not sell such products to the general public without the prior written consent of Licensor.
10. **Credit to Licensor.** When using the Materials, Licensee is not required to credit Licensor as the source of the information. However, Licensor highly recommends doing so whenever possible, as Licensor has found from experience that people who have attended Licensor’s workshops are very protective of Licensor and may bring the source of the material to Licensee’s attention in a disempowering manner or circumstance.
11. **Term.** This Agreement shall remain in effect from the Effective Date until terminated by either Licensee or Licensor pursuant to this Agreement.

12. Termination. This Agreement may be terminated:

- a. By Licensee, with or without cause, upon 10 days prior written notice to Licensors.
- b. By Licensors, upon 10 days prior written notice and opportunity to cure, upon the occurrence of any of the following:
 - i. Licensee breaches any material term of this License;
 - ii. Licensee fails to use AIDE (Ask, Insist, Demand, Enforce) or similar effective partnering skills, when communicating with Licensors;
 - iii. Licensee has modified the Materials to a point that the Materials no longer have the same meaning or effect as when they were taught to Licensee;
 - iv. Licensee engages in any intentional misconduct that, in the sole discretion of Licensors, is materially injurious to the financial condition or business reputation of Licensors; or
 - v. Licensee conducts himself or herself in a manner that is contrary to the best interest of the Licensors.
- c. By Licensors immediately if Licensee is arrested, indicted or convicted for, or committed, or entered into of a guilty plea or no contest with respect to, a felony, a crime involving moral turpitude or any other crime for which imprisonment is a possible punishment.
- d. Upon termination of this Agreement, (a) no refund of any amount will be issued, (b) Licensors will remove all references to Licensee from its website, and (c) all rights and licenses granted hereunder to Licensee, shall immediately terminate upon the effective date of termination.

13. Indemnification. Licensee shall be solely responsible for the use and suitability of the Materials in Licensees' programs and with Licensee's clients. Licensors shall have no liability, either due to the results (or lack thereof), the use or suitability of the Materials in Licensees' programs. Licensee agrees to indemnify and hold harmless Licensors and its agents, officers, directors, and employees, from and against any loss, damage, liability, claim, demand, suit or cause of action, and expenses (collectively, a "Claim"), including but not limited to, loss of profit, loss of business direct or indirect, consequential, exemplary, or punitive damages of the other party, and attorneys' fees, arising out of, or in any way connected with: (a) Licensee's use of the Materials or any derivative product, or (b) Licensee's default of any provision of this Agreement. This Section survives the expiration, cancellation, or earlier termination of this Agreement.

14. No Legal Partnership. Licensors and Licensee are not legal partners or joint venturers. Further, this Agreement does not constitute a hiring by either party. Licensee will not hold himself or herself out as an agent, legal partner, or co-venturer of Licensors. This Agreement is not intended and does not create an

agency, legal partnership, joint venture, or any other type of relationship except the Licensor and Licensee relationship established hereby. Licensee may describe himself or herself as a “PAX Certified Partner” or “Certified by Alison A. Armstrong” on his or her own website, business cards, or other marketing materials. Other descriptions may be available with prior written consent from Licensor.

15. **Non-Disparagement.** Licensee agrees not to make any remarks disparaging the conduct or character of Licensor or its affiliates, employees, contractors, owners, officers, directors, trustees, or agents.
16. **Notices.** All notices required to be given pursuant to this Agreement shall be deemed given when actually delivered, if delivered in person, or 3 days after being deposited in the United States mail for US addresses (14 days after for addresses outside the US), postage prepaid and addressed to the receiving party as set forth on the signature page of this Agreement. The parties will provide notice to the other party of any change in address.
17. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes any prior or contemporaneous oral or written representations with regard to the subject matter hereof. This Agreement may not be modified or amended except in writing signed by authorized representatives of both parties.
18. **Financial Responsibility.** Licensor has made every effort to accurately represent the PMC Program and the potential benefits of Licensee being a PAX Certified Partner. Results can and do vary. Therefore, Licensor makes no guarantees. Licensor does not represent or guarantee that anyone will achieve the same or similar results. Licensee’s success depends on many factors, including but not limited to, his or her background, dedication, starting point in his or her business, desire, and motivation.
19. **Governing Law.** The parties agree that this Agreement and any controversy related to this Agreement shall be governed by the laws of the State of California without regard to conflicts of law principles. The jurisdiction for any proceedings under this Agreement shall be in the state and federal courts located in California, and the exclusive venue shall be in Los Angeles County, California.
20. **Mediation.** If a dispute arises out of or relates to this Agreement, or if a party alleges any breach or default of this Agreement, the parties shall first, in good faith, attempt to negotiate a settlement of that dispute, breach or default before filing any lawsuit. Except as specifically provided in this Agreement, the parties agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this Agreement shall be submitted to

mediation in the Los Angeles, California area (or any area mutually agreed to by the parties) by a mediator chosen from names furnished by the Association of Attorney Mediators (“AAM”) in Los Angeles, California. Notwithstanding the above, if the amount of the dispute or damages relating thereto are of an amount that would enable the party to file the dispute in a small claims court, the Parties to this Agreement may file their dispute in the applicable small claims court and will not otherwise be required to submit their dispute to mediation. Notwithstanding the above, if a party needs to file a lawsuit in order to preserve its claim or to prevent further damage by requesting an injunction be issued, the parties to this Agreement may file their dispute in the applicable court and then proceed to mediation in an attempt to settle the dispute. If the party files an injunction, the party will not be required to mediate the claim unless ordered to by the court.

21. **Waiver.** The waiver or failure of Licensor to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
22. **Validity and Severability.** If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.
23. **Attorneys' Fees.** In the event that either party is required to engage the services of legal counsel to enforce the terms and conditions of this Agreement against the other party, regardless of whether such action results in litigation, the prevailing party shall be entitled to reasonable attorneys' fees, costs of legal assistants, and other costs from the other party, which shall include any fees or costs incurred at trial or in any appellate proceeding, and expenses and other costs, including any accounting expenses incurred.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties hereby execute this Agreement as of the date first set forth above.

LICENSEE:

Licensee's Address:

Address

Print Name: _____

City State Zip

LICENSOR:

Licensor's Address:

PAX PROGRAMS INCORPORATED

PAX Programs Incorporated
P.O. Box 2107
Monrovia, CA 91017

By: _____

Alison A. Armstrong
CEO