

License Contract for the Fox Addiction Method™

INSTITUTE FOR THE STUDY OF PEAK STATES
License Agreement for the Fox Addiction Method™

Revision 2.4

THIS LICENSE AGREEMENT, dated the _____ day of _____, 200____, is by and between The Institute For The Study of Peak States, (“The Institute”), and _____ (“Licensee”).

WHEREAS, The Institute has developed and is continuing to develop and owns exclusive world wide rights to techniques, methods, products and procedures for the treatment of addictions, known collectively as “The Process”, the whole or part of which may be trademarked, patented or copyrighted, others held as trade secrets, and

WHEREAS, The Institute and Licensee have determined that Licensees use of The Process may efficiently and effectively permit Licensee to treat persons, and

WHEREAS, on the terms and conditions hereinafter set forth, Licensee desires to license The Process from The Institute, and The Institute desires to license such process to Licensee;

NOW THEREFORE, in consideration of the premises and the agreements, representations and warranties hereinafter set forth, The Institute and Licensee hereby agree as follows:

General Limitations. This is a license, not a transfer of title, to The Process and its Documentation and relevant materials, and The Institute retains ownership of all copies of The Process and Documentation and relevant materials as well as all rights to use and license or re-license. Licensee acknowledges that The Process and Documentation contain trade secrets of The Institute, its suppliers or licensors, including but not limited to the specific internal design and structure of associated information. Accordingly, except as otherwise expressly provided under this Agreement, Licensee shall have no right, and Licensee specifically agrees not to:

(i) transfer, assign or sublicense its license rights to any other person or entity, or use The Process on unauthorized uses and Licensee acknowledges that any attempted transfer, assignment, sublicense or use shall be void; or

(ii) make error corrections to or otherwise modify or adapt The Process or create derivative works based upon The Process, or permit third parties to do the same; or

(iii) use or permit The Process to be used to perform services for third parties, whether on a service or otherwise, without the express written authorization of The Institute; or

(iv) disclose, provide, or otherwise make available trade secrets contained within The Process and Documentation and associated materials in any form to any third party without the prior written consent of The Institute. Licensee shall implement security measures as defined by the Institute and agree do by the parties, to protect such trade secrets.

Licensee shall observe strict obligations of confidentiality with respect to the intellectual property, research, usage and any methods pertaining to The Process and shall use such information in compliance with any applicable terms and conditions upon which The Institute makes such information available.

License - Conditioned upon compliance with the terms and conditions of this Agreement, The Institute or its subsidiary is licensing The Process. The license is nonexclusive and nontransferable to use for Licensee's internal business purposes, The Process and the Documentation for which Licensee has paid the required license fees. "Documentation" includes but is not limited to written information (whether contained in user or technical manuals, training materials, specifications or otherwise) specifically pertaining to The Process and made available by The Institute with The Process in any manner.

Unless otherwise expressly provided in an attachment to this agreement, Licensee shall use The Process as is solely defined in the Documentation provided by The Institute and used for Licensee's internal business purposes.

Disputes - Any disputes that arise between licensee and their clients are not the responsibility of the Institute.

Proprietary Notices - Licensee agrees to maintain all copyright and other proprietary notices on all documentation materials of The Process. Except as expressly authorized in this Agreement, Licensee shall not make any copies or duplicates of The Process intellectual property, documentation or research without the prior written permission of The Institute.

Annual license Renewal and Recertification - Licensee agrees to an annual renewal and recertification of license according to criteria established by The Institute. This may involve retraining on new developments, upgrading of The Process and possible fee restructuring.

Client Testimonials and Treatment Results - The Institute may, from time to time, request that licensee ask their clients if they would be willing to provide a testimonial on the results of The Process. Licensee will also keep records on the effectiveness and treatment duration of The Process on clients, for the continuing research on and improvement of The Process by The Institute.

ARTICLE I

LICENSE

1.1 License - The Institute hereby licenses The Process to Licensee on the terms and conditions hereinafter set forth.

1.2 Charge for Results - Licensee agrees to charge its clients only for successful outcome of The Process, as predetermined by pre-agreement with the client or by performance standards set by The Institute. Should The Institute and licensee disagree on the effectiveness of the treatment the dispute shall be referred to the rules of Binding Arbitration as defined within License jurisdiction. In cases where circumstances inhibit this provision, the Licensee can put an exception rider on the client agreement.

1.3 License Fees - The Institute charges an annual license fee of \$xxxUS payable on the anniversary of the license agreement. The Institute also charges for documentation materials as appropriate. Any changes to this initial license fee will be attached to this document. Additionally, The Institute will notify licensee of any changes to annual fee. If the license is terminated, there is no refund.

1.4 Term and Termination - This Agreement and the license granted herein shall remain effective until terminated. Licensee may terminate this Agreement and the license at any time by destroying all copies of The Process and any Documentation and notifying The Institute immediately. Licensee's rights under this Agreement will terminate immediately without notice from The Institute if Licensee fails to comply with

License Contract for the Fox Addiction Method™

any provision of this Agreement. Upon termination, Licensee shall return all copies of The Process and Documentation in its possession or control. All confidentiality obligations of Licensee and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the sections titled "General Terms Applicable to the Limited Warranty Statement and End User License" shall survive termination of this Agreement. The Institute reserves the right to cancel license with 30 days notice.

1.5 Students and Graduate Practice - Students learning The Process shall NOT employ The Process or any portion thereof without the prior written consent of their instructor or a senior teaching authority of The Institute until they are certified by The Institute. The Institute retains the right to issue to graduates a conditional approval to practice which prohibits graduates from practicing on certain types of clients until The Institute has approved such practice.

1.6 Extensions to the Use of the Process - All improvements in The Process which are made or discovered by either The Institute or Licensee shall remain the property of The Institute. Any patent protection sought and/or obtained by The Institute and/or any of its affiliates with respect to such improvements shall be at the sole expense of The Institute. Licensee shall perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all acts, assurances and/or instruments as The Institute may reasonably request and obtain all rights in and to any such improvements. The use of any such improvements by Licensee shall be permitted subject to and in accordance with the terms of the license granted hereby. All changes or improvements must be approved by the Institute before being implemented by the Licensee. This provision applies to material derived from the Processes and theory developed by the Institute during the period of the license and also after the license is terminated by either party.

1.7 Technical Support - During the License Term, The Institute shall provide to Licensee, at the sole expense of licensee such technical support and advice as The Institute, in its sole discretion, deems necessary to enable Licensee to maximize the benefits to be derived from its use of The Process.

1.8 Institute Informational Brochure to Client – Licensee agrees to supply The Institute Informational Brochure to each client.

1.9 Restrictions on Types of Clients - Licensee agrees to only work with client issues that they have adequate training for.

1.10 Promotional or Informational Material - All materials done by the Licensee relating to the implementation of the Processes, such as but not limited to promotional brochures, videos, articles, websites or educational material needs to be approved by the Institute.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF LICENSEE

Licensee represents and warrants to The Institute as follows:

2.1 Authorization Validity - Licensee has taken all actions necessary to approve the execution and delivery of this Agreement. This Agreement constitutes the valid and binding agreement of Licensee, enforceable against Licensee in accordance with its terms.

2.2 Non-Contravention - The execution of this Agreement and compliance with its terms and conditions shall not violate any provision of applicable law and shall not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under any agreement, instrument or other document by which Licensee is bound, or any decree, judgment, order, statute, rule or regulation applicable to Licensee.

2.3 Right to Practice - Licensee will comply during the term of this license with all applicable laws, rules, regulations and statutes regulating the practice of The Process whenever the Licensee employs The Process.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE INSTITUTE

The Institute represents and warrants to Licensee as follows:

3.1 Authorization Validity - The Institute has taken all actions necessary to approve the execution and delivery of this Agreement. This agreement constitutes the valid and binding agreement of The Institute, enforceable against The Institute in accordance with its terms.

3.2 Non-Contravention - The execution of this Agreement and compliance with its terms and conditions shall not violate any provision of applicable law and shall not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under any agreement, instrument or other document by which The Institute is bound, or any decree, judgment, order, statute, rule or regulation applicable to The Institute.

ARTICLE IV

TERMINATION

4.1 Termination - Notwithstanding anything herein to the contrary, the license granted hereby shall automatically terminate if a breach by either party hereto of any provision hereof which is not rectified within thirty (30) days of notice of such breach from the non breaching party to the breaching party, provided that the non breaching party may waive the rectification of the breach and thus prevent the termination of the license granted hereby without prejudicing its right to seek damages from the breaching party on account of the breach or any other rights held by the non breaching party.

4.2 Termination for Cause - The Institute may terminate the License granted hereby if Licensee (i) commits an illegal or unethical act, (ii) does not abide by the standards of practice published by The Institute from time to time or commits an act of malpractice including any action which reflects badly on The Institute or (iii) violates the principle of charging for results as pre agreed by the parties, if applicable.

4.3 Return of Information - Upon any terminations of the license granted thereby, Licensee shall immediately return all documentation with respect to The Process provided by The Institute to Licensee and shall discontinue the use of The Process.

ARTICLE V

INDEMNIFICATION

License Contract for the Fox Addiction Method™

5.1 Indemnification - The parties agree that the licensee will indemnify the Institute and save the Institute harmless from and against any claim, demand, action, cause of action, damage, loss, cost, liability or expense, including without limitation attorneys' fees ("Claims"), which may be made or brought against the Institute or licensee, and/or which it may suffer or incur, as a result of, in respect of, or arising out of any non-fulfillment of any agreement on the part of the licensee under this agreement or any incorrectness in or breach of any representation or warranty of either party contained herein.

Licensee agrees to indemnify and save The Institute harmless from and against any Third Party Claims which may be made or brought against The Institute as a result of, in respect of, or arising out of any act, or omission, or misuse in implementation of Licensee or Licensees use of The Processes.

ARTICLE VI

ADDITIONAL AGREEMENTS

6.1 Disclaimer - THE INSTITUTE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROCESS OR WITH RESPECT TO ITS USE BY LICENSEE, AND LICENSEE ASSUMES ALL RISKS AND LIABILITY RESULTING FROM THE USE THEREOF.

6.2 RECORDS - The Institute shall have the right to inspect client records and other pertinent records of Licensee during normal business hours.

6.3 Compliance With Laws - Licensee shall comply with all laws, rules and regulations applicable to its use of The Process. Licensee shall obtain and keep in force, at its sole expense, any licenses or permits, including but not limited to those required on account of its activities as may be required by law, and shall pay all taxes, fees and charges prescribed by applicable laws for which Licensee is liable by reason of its activities.

6.4 Insurance - Licensee shall obtain both malpractice and liability insurance complete with 'tail' agreement (a clause in the insurance to cover the Licensee in case a problem is later discovered with the client due to the practice of the Licensee during the term of their insurance.) In countries or regions where insurance is not yet available to licensees, they need to comply with this provision as soon as insurance becomes available.

6.5 Relationship Between The Parties - The parties hereto do not intend and have not created a partnership, agency or other relationship other than that of The Institute and Licensee of The Process and independent contractor with respect to the services to be provided hereunder. Neither party hereto nor their respective agents, servants, or employees shall be deemed to be agents or representatives of the other party for any purpose whatsoever, unless otherwise agreed to in writing. Furthermore, neither party hereto shall have any authority to enter into any contracts or commitments in the name of or on behalf of the other party or to bind the other party in any way.

6.6 Notices - Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed sufficiently given if delivered personally or mailed by certified mail, return receipt requested, postage prepaid, addressed as listed below or to such other address as the party concerned may substitute by notice to the other party hereto in accordance with the provisions of this Section 6.6.

If to The Institute:

If to the Licensee:

6.7 Headings - The descriptive headings of the several sections of this Agreement are inserted for convenience of reference only.

6.8 Construction - The parties hereto acknowledge that they and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement.

6.9 Assignability - This Agreement may not be assigned by Licensee without the prior written consent of The Institute. The Institute may assign its rights and/or obligations under this Agreement as long as notice thereof is provided to Licensee.

6.10 Brokers Fees and Sublicensing - Each of the parties hereto (a) represents and warrants that it has not taken and will not take any action that would cause the other party to have any obligation or liability to any person for a finders or brokers fee, and (b) agrees to indemnify the other party for breach of the foregoing representation and warranty. Licensee agrees to not broker or re-license The Processes herein defined.

6.11 Entire Agreement - This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the transactions contemplated hereby. No representation, promise, inducement or statement of intention has been made by The Institute or Licensee which is not embodied in this Agreement, and neither The Institute nor Licensee shall be bound by or liable for any alleged misrepresentation, promise, inducement or statement of intention not so set forth.

6.12 Governing Law - This Agreement shall be construed in accordance with the laws of the Province of British Columbia, Canada.

6.13 Binding Effect - The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns.

6.14 Funds - All dollar amounts listed herein and paid pursuant hereto shall be in U. S. currency.

6.15 Past Due Amounts - - The Institute, at its sole discretion, recognizes that amounts past due 60 days are grounds for termination of this license.

6.16 Confidentiality and Trade Secrets - The parties hereto shall treat as confidential any techniques, methods and procedures, commercial, technical, marketing or other information passing between the parties which is related to this Agreement and the practice of The Process and shall only disclose such information on the written consent of the other party. The obligation imposed in this section 6.16 shall survive any termination of this agreement.

6.17 Teaching - Licensee will not teach or instruct third parties in the use of or practice of The Process without the prior written consent of The Institute. In the case of clients, the licensee is authorized to teach the minimum necessary for the implementation of the processes.

License Contract for the Fox Addiction Method™

6.18 Severability - If any term or provision hereunder, or any portions thereof, is held to be invalid or unenforceable, it shall not affect any other term or provision hereunder or any part thereof.

6.19 Survival - All agreements, representations and warranties contained herein shall survive the execution and delivery, and the subsequent termination, of this Agreement and the transactions contemplated hereunder.

6.20 Modification - This Agreement may not be modified or amended except in writing or writings signed by both parties.

6.21 Invalidity of Provisions - If any provision of this License Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby.

ARTICLE VII

WARRANTY AND DISCLAIMERS

7.1 Limited Warranty - Subject to the limitations and conditions set forth herein, The Institute warrants that The Process substantially conforms to the Documentation. The warranty period extends through the life of the license. This limited warranty extends only to the Licensee who is the original licensee. Licensee's sole and exclusive remedy and the entire liability of The Institute and its suppliers and licensors under this limited warranty will be (i) replacement of defective media and/or (ii) at The Institute option, repair, replacement, or refund of the purchase price of The Process, in both cases subject to the condition that any error or defect constituting a breach of this limited warranty is reported to The Institute or the party supplying The Process to Licensee, if different than The Institute, within the warranty period. Institute or the party supplying The Process to Licensee may, at its option, require return of The Process as a condition to the remedy. In no event does The Institute warrant that The Process is error free or that Licensee will be able to operate The Process without problems or failures.

7.2 Restrictions. - This warranty does not apply if The Process or any other intellectual property or research upon which The Process is authorized to be used (a) has been altered, except by The Institute or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by The Institute, (c) is licensed, for beta, evaluation, testing or demonstration purposes for which The Institute States does not charge a purchase price or license fee.

7.3 – Disclaimer of Warranty - **EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY THE INSTITUTE FOR THE STUDY OF PEAK STATES, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS, AND LICENSEE MAY ALSO HAVE OTHER RIGHTS WHICH VARY**

FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

General Terms Applicable to the Limited Warranty Statement and End User License Agreement

7.4 Disclaimer of Liabilities - REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL THE INSTITUTE FOR THE STUDY OF PEAK STATES OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PROCESS OR OTHERWISE AND EVEN IF THE INSTITUTE FOR THE STUDY OF PEAK STATES OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall The Institute For The Study of Peak State's or its suppliers' or licensors' liability to Licensee, whether in contract, tort (including negligence), breach of warranty, or otherwise, exceed the price paid by Licensee for The Process that gave rise to the claim or if The Process is part of another Product, the price paid for such other Product. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Licensee agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Licensee has accepted The Process or any other product or service delivered by The Institute. Licensee acknowledges and agrees that The Institute has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

The Warranty and the End User License shall be governed by and construed in accordance with the laws of British Columbia, Canada without reference to or application of choice of law rules or principles. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Except as expressly provided herein, this Agreement constitutes the entire agreement between the parties with respect to the license of The Process and Documentation and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. This Agreement has been written in the English language, and the parties agree that the English version will govern.

IN WITNESSES WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

THE INSTITUTE FOR THE STUDY OF PEAK STATES

By: _____
Name: _____
Title: _____
"The Institute"

Name:

By: _____

License Contract for the Fox Addiction Method™

Name: _____

Title: _____

"Licensee"

Witness: _____