



License Agreement

Certified Instructor of PSYCH-K® Basic Workshops

This **License Agreement** is made this (Day) day of (Month), 2018 (the “**Effective Date**”), by and between The Myrddin Corporation, a Colorado corporation (hereinafter referred to as “**Myrddin**”) located at P.O. Box 190, Crestone, Colorado, USA and (Name of Instructor), PSYCH-K Basic Workshop Instructor, (hereinafter, “**Instructor**”), located at (Address of Instructor). **Myrddin** and **Instructor** are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

Recitals

WHEREAS, **Myrddin** is the owner of all Myrddin intellectual property, including but not limited to the copyright in all materials, manuals, books, audio and video materials used in connection with the PSYCH-K Basic Workshop (hereinafter “**PSYCH-K**” and “**Workshop/s**”), the copyright in all materials generated by **Myrddin** in connection with the **Workshop/s**, **Myrddin’s** trade secrets, including but not limited to, participant data, mailing lists, and contact information, and trademarks and service marks including but not limited to, PSYCH-K, U.S. Patent and Trademark Office Registration No. 3,196,506, FREE YOUR MIND, the THREE NESTED SPIRALS LOGO (Design), and SOFTWARE FOR THE MIND, (collectively, the “**Myrddin IP**”), the validity of which is undisputed by the **Instructor**; and

WHEREAS, **Myrddin** desires to grant **Instructor** a license to use the **Myrddin IP** upon the terms and conditions hereinafter set forth; and

WHEREAS, the **Instructor** desires to provide **Basic Workshop/s** using the **Myrddin IP**, and desires to accept and diligently use the license from **Myrddin** subject to the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree it is agreed as follows:

AGREEMENT

1. **GRANT OF LICENSE:** **Myrddin** grants to **Instructor** a non-exclusive, non-transferable, and revocable right and license to use the **Myrddin IP** in his/her marketing program and/or actual **Workshop/s** and in **Instructor’s** efforts to solicit **Workshop/s** participants. The **Instructor** recognizes and acknowledges that the **Myrddin IP** is proprietary to **Myrddin** and remains wholly owned by **Myrddin**, and acknowledges the validity and value of the **Myrddin IP**, **Myrddin’s** rights thereto, and the goodwill represented thereby, and agrees that at no time, during or subsequent to the term of this Agreement, shall **Instructor** directly or indirectly contest the ownership of the **Myrddin IP** or the validity of **Myrddin’s** rights to the **Myrddin IP** and the goodwill represented thereby. The **Instructor** agrees to preserve the integrity of the **Myrddin IP** by using the **Myrddin IP** in the manner set forth in this **Agreement**, without any alteration, contraction or other modification that may compromise the **Myrddin IP** and the goodwill associated therewith. All goodwill from **Instructor’s** use of the **Myrddin IP**, particularly any trademark use, inures to the benefit of **Myrddin**.

2. **CONSIDERATION:** In consideration of the grant of the license by **Myrddin, Instructor** shall purchase all **Workshop/s** materials, manuals, books, audio and video materials from **Myrddin** or from **Myrddin**-approved sources.

3. **MARKETING PLANS AND COURSE INSTRUCTION:**

(a) Marketing Plans. Before implementing any marketing plans, **Instructor** will submit to **Myrddin**, in written form, any and all plans for marketing the **Workshop/s**, including a detailed outline for **Instructor's** use of all **Myrddin IP**. This includes, but is not limited to, any digital or print publications, such as websites, blogs, books, or brochures about **PSYCH-K**, in which the trade name **PSYCH-K** is used. In the event that **Myrddin** disagrees with any of the marketing techniques or usage of the **Myrddin** materials or **IP**, the **Instructor** agrees to discuss the differences with **Myrddin**. In the event that these differences cannot be resolved to the mutual satisfaction of both Parties, **Myrddin's** decision regarding permitted use of the **Myrddin IP** will be final and binding.

(b) Course Approval. **Instructor** shall use only **Workshop** materials supplied by **Myrddin** unless otherwise agreed to in writing by **Myrddin**. In conducting a **Basic Workshop**, the **Instructor** shall adhere to the curriculum (the "**Curriculum**") received by **Instructor** during training, and shall not expand, re-sequence, or edit the length or content of the **Curriculum**. **Instructor** shall teach, in any **Workshop/s** given by **Instructor**, only the processes supported by the **Basic Workshop/s** handouts, in a contiguous, three-day format, unless otherwise agreed to in writing by **Myrddin**. **Instructor** shall not teach additional classes or workshops that require the completion of the Basic or Advanced **PSYCH-K** workshops as a prerequisite, without the express written permission of **Myrddin**.

(c) Course Instruction in Other Languages. **Instructor** may teach the **Basic Workshop/s** in English or any other native language suitable for the **Basic Workshop/s** being offered by the **Instructor**. However, **Instructor** shall use only English-language **Basic Workshop/s** materials, manuals, books, audio and video materials, unless otherwise authorized in writing by **Myrddin**. Subject to the provisions of Section (3)(d), below, **Instructor** shall not translate, nor shall **Instructor** order or commission any translation of, any of the **Workshop/s** materials, manuals, books, audio and video materials into the native language in which **Instructor** may be teaching.

(d) Translation. If and only if **Instructor** and **Myrddin** agree on terms and conditions in writing in advance, **Instructor** may create a translation of one or more of the **Workshop/s** materials, manuals, books, audio and video materials (the "**Translation**"). **Myrddin** shall own all right, title, and interest in and to any **Translation**. **Instructor** agrees that any **Translation** shall be considered a specially commissioned work made for hire and that **Myrddin** shall be considered the author of the **Translation** and shall own all rights in and to the copyright of the **Translation**. To the extent that the **Translation** does not, for whatever reason, vest in **Myrddin**, **Instructor** hereby grants, assigns, and transfers to **Myrddin** all right, title and interest in and to the **Translation** and agrees to execute any instruments as may be required to effectuate such grant, assignment, or transfer. **Instructor** hereby waives any moral rights or rights of droit moral with respect to the **Translation**.

(e) Participant Data, Mailing Lists and Contact Information. **Instructor** agrees that all participant data, mailing lists, and contact information created or compiled by **Instructor** during the term of this Agreement is a confidential trade secret solely owned by **Myrddin**. **Instructor**

shall immediately cease use of such information in the event of termination of this **Agreement** in accordance with Section 7.

4. **MAINTAINING CERTIFICATION AND RENEWING LICENSE AGREEMENT:** As set forth herein, **Myrddin** provides for **Certification** and maintenance of **Certification**. To maintain **Certification** and renew this **License Agreement**, the **Instructor** must meet the following requirements. Failure to meet the following requirements shall constitute a failure to perform as set forth in Section (7)(b), below.

(a) **Participant Information:** At each Workshop, the Instructor shall ensure that each participant executes the current version of the **Workshop Participant Agreement**. The electronic method is required. In the event that the electronic version is impossible to execute, due to logistical or other extenuating circumstances, the **Instructor** agrees to complete an email exchange between the participant and the **Instructor** with an acknowledgment by the participant that he/she has read and agrees to abide by said Workshop Participant Agreement. The **Instructor** agrees to copy **Myrddin**, or its designated Agent, on the email exchange between the **Instructor** and participant, thereby providing a copy of the agreement to **Myrddin**. If the participant needs to execute the **Workshop Participant Agreement** via email, then, within seven (7) days of the completion of the **Workshop/s** conducted by the **Instructor**, **Myrddin** shall be in receipt of an email as described in this section. Furthermore, the name and email address of the participant, in addition to the date of the workshop, must be included in the email to **Myrddin**. In addition, to the extent that **Instructor** is not precluded from doing so by any applicable local laws, **Instructor** agrees to provide **Myrddin** with an electronic list of class participant information that shall include, but not be limited to, name, mailing address, telephone number/s, email address, and price paid for the workshop. The format of this information is to be compatible with Microsoft Excel or another format to be specified by **Myrddin**. **Myrddin** reserves the right to use these names, as it sees fit, for any and all marketing, survey or other purposes deemed appropriate by **Myrddin**, in accordance with local laws in the country of origin. Should **Myrddin** enable alternate means of obtaining any of the participant information directly through an electronic process or otherwise, **Instructor** shall no longer be required to provide such information.

(b)(i) **Purchase of Workshop/s Handouts from Myrddin:** **Instructor** shall purchase and use a minimum of fifty (50) handouts during each twelve (12) months following **Instructor's** "Agreement Anniversary." Any variation of the requirements set forth in this Section (4)(b)(i) must be requested in writing by **Instructor** and approved in writing by **Myrddin**.

(b)(ii) **Handout/s Use:** **Instructor** shall use at least the minimum number of handouts set forth in Section (4)(b)(i), above, to instruct participants in **Workshop/s** during the twelve (12) month period for which they were purchased.

(c) **Skills Refresher:** The **Instructor** agrees to teach at least one PSYCH-K Basic Workshop during each six (6) month period of each year, starting on the **Effective Date**. If the **Instructor** fails to do so, **Instructor** agrees to attend a PSYCH-K Basic Workshop taught by another certified instructor to be determined by **Myrddin**. **Instructor** shall meet this requirement before beginning or resuming teaching **Workshop/s**. All expenses associated with meeting this requirement will be borne exclusively by the **Instructor**.

(d) Professional Conduct: The **Instructor** shall diligently conduct himself or herself in an ethical and professional manner with respect to the **Myrddin IP**. Failure to do so, in the opinion of **Myrddin**, will result in the immediate termination of this Licensing Agreement.

(e) Pricing: **Myrddin** reserves the right at any time to change prices for its products and services including **Certification** maintenance requirements. Any such pricing changes will become effective to **Instructor** (30) thirty days from the date instituted by **Myrddin**.

5. **INDEMNIFICATION**. **Instructor** agrees to indemnify and hold harmless **Myrddin** from any and all liabilities, claims, or legal proceedings arising from the **Instructor's** use of the **Myrddin IP** or during the course of marketing, advertising, sale, distribution, or instruction of the **Workshop/s**.

6. **CONFIDENTIALITY**. The Parties hereto shall keep strictly confidential any and all trade secrets and/or financial information including but not limited to any and all financial data, participant data, participant mailing lists, participant contact information, marketing, business, or promotional plans relating to such **Workshop/s** participants, and any trade secrets of **Myrddin**, and shall not disclose any such information to any person whatsoever except to such persons as **Myrddin** may direct.

7. **TERM AND TERMINATION**.

(a) Term: This Agreement shall be effective as of the Effective Date and shall be in effect for an initial term of one (1) year. Upon the expiration of the first year and on the anniversary date (the "Anniversary") occurring each year thereafter, this Agreement shall automatically be renewed unless either Party notifies the other in writing at least thirty (30) days prior to the Anniversary that the Agreement will not be renewed.

(b) Termination: If either Party fails to fully perform any of its obligations under this Agreement, this Agreement shall terminate thirty (30) days from receipt of written notice by either Party. Furthermore, either Party may terminate this Agreement at any time upon thirty (30) days' written notice to the other Party. In no event shall a termination under this Paragraph 7 relieve **Instructor** from any obligation to pay any fees that accrue as a result of this Agreement, or to adhere to the Confidentiality requirements of Paragraph 6 above.

(c) Termination of License: **Instructor** acknowledges, understands, and agrees that he/she is obtaining no right, title, or ownership interest in the materials he/she is obtaining from **Myrddin**, but is acquiring only a license to use these materials in accordance with the terms of this Agreement. Upon termination of this Agreement, **Instructor** shall immediately return all **Workshop/s** materials, at the **Instructor's** expense, unless other arrangements are agreed to, in writing, by **Myrddin**. Furthermore, **Instructor** understands and agrees that no refund for unused **Myrddin** materials will be granted under the terms of this agreement.

Instructor understands and agrees that upon termination of this Agreement, **Instructor** no longer has any rights to copy or use, or distribute any of the **Myrddin IP** in any manner, method, or form, including but not limited to the **Workshop/s** or **Instructor Certification** Training materials or any portions thereof, nor to subsequently use the **Myrddin IP** for commercial training purposes under any of **Myrddin's** trademarks, service marks, or trade names. **Instructor** understands and agrees that upon termination of this Agreement, **Instructor** shall make no further use of **Myrddin's** trade secrets, nor shall **Instructor** contact any former or current participant of the **Workshop/s** for training purposes, including, but not limited to, attending or sponsoring **Workshop/s**, without the express written consent of **Myrddin**.

Following termination of **Instructor's** rights pursuant to this Agreement, **Instructor** and **Myrddin** may, at the sole discretion of **Myrddin**, enter into a subsequent agreement with **Myrddin** for **Instructor's** limited use of the **Myrddin IP**.

(d) Training Material: **Instructor** also acknowledges, understands, and agrees that the training materials supplied by **Myrddin** are proprietary, intellectual property. And further, upon termination of the contract, **PSYCH-K Basic Instructor** agrees not to plagiarize, imitate, modify, reproduce, or otherwise copy the "**Workshop/s**" or **PSYCH-K Basic Instructor** Certification Training materials or any portions thereof, and subsequently use them for commercial training purposes under the trade name **PSYCH-K**, or a different trade name.

8. **ASSIGNMENT.** This Agreement is personal to **Instructor** and **Instructor** may not assign nor delegate any rights or obligations written under this Agreement.

9. **BINDING EFFECT.** Subject to the foregoing limitation on assignment, this Agreement shall be binding upon and inure to the benefit of both Parties and their respective legal representatives and successors.

10. **MODIFICATION.** Any modification to this Agreement shall be made in writing and agreed to by both Parties.

11. **NON-WAIVER.** No delay or failure by either Party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

12. **ATTORNEYS' FEES.** In the event of any controversy, claim, or dispute between the Parties arising out of or relating to this Agreement or its breach, the prevailing Party shall be entitled, in addition to any other relief, to recover reasonable attorneys' fees, costs, and necessary disbursements, whether or not the controversy, claim, or dispute results in litigation or arbitration between the Parties.

13. **GOVERNING LAW.** Except to the extent that United States federal law governs trademark or copyright law matters, this Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Colorado, the courts of which shall have jurisdiction over any dispute or litigation between the Parties.

14. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected but shall continue in full force and effect.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all prior agreements, representations and promises, whether written or oral.

16. **RELATIONSHIP OF PARTIES.** Nothing herein shall be construed to place the Parties in the relationship of partners, joint venturers, or agent to the other, and no Party shall have the power to obligate or bind any other Party.

17. **NOTICES.** All notices and other communications required to be given by this Agreement shall be in writing and delivered by (a) hand delivery, commercial delivery, or electronic delivery (including electronic mail) evidenced by written proof of receipt, or (b) sent by certified or registered mail, return receipt requested. Notices shall be deemed to have been given on the date of receipt by the receiving Party at the address given above. Each Party is responsible for notifying the other Party of any change of address.

18. **PARAGRAPH HEADINGS.** The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of the Agreement.

19. **COUNTERPARTS.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement the date and year first written above.

The Myrddin Corporation

By: Robert M. Williams
President

Instructor