

# ONPURPOSE<sup>®</sup> Presenter

## NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (“Agreement”) is entered into as of \_\_\_\_\_, by and between **US PARTNERS, INC. dba ON-PURPOSE PARTNERS** (“Licensor”), and \_\_\_\_\_ (“Licensee”). A Licensee under this Agreement is also referred to as On-Purpose Presenter. The respective address and phone number of Licensor and Licensee are provided on the Signature page of this Agreement.

WHEREAS, Licensor’s proprietary ONPURPOSE.me is an online tool created, serviced, and hosted by Licensor (“Tool”), supported by content that was developed by Licensor through the investment of decades of time, effort, and expense. This information is a valuable, special, and unique asset that needs to be protected from improper and unauthorized use;

WHEREAS, Licensee seeks to have special access to present and use the Tool, as well as specific ONPURPOSE.me related support resources for Licensee’s use in either a stand-alone training or to integrate within Licensee’s proposed or existing complementary training, courses, speaking, and/or programs;

WHEREAS, Licensor desires to ensure that certain delivery standards, context, customs, language, visuals, and more are upheld to protect the end-users’ experience; to avoid infringement or improper use of the On-Purpose<sup>®</sup> trademark, property, brand, and reputation;

WHEREAS, Licensee seeks to profit from the use of the Licensor’s Tool and the other Licensed Products and Programs (as defined below); and

NOW, THEREFORE, Licensor and Licensee agree to the terms and conditions set forth in this Agreement. For the avoidance of doubt, **this Agreement is not effective until both parties have signed on page 16.**

### Definitions

- “Licensor,” “We,” “us,” and “our” refer to US Partners, Inc. dba On-Purpose Partners as the Licensor.
- “Licensee,” “You,” and “your” refer to the individual or entity named above as the Licensee.

“Licensed Products and Programs” refers to the following products, programs, and access privileges: ONPURPOSE.me online tool, an On-Purpose Presenter-only access to a special online version of ONPURPOSE.me (that provides users rapid entry to the Tool

in presentation settings); and public-facing materials such as PowerPoint slides and approved marketing materials.

- “License” refers to your right to market, sell, and distribute the ONPURPOSE.me Licensed Products and Programs to a third party in conjunction with your Training and Facilitation Services, under the terms and conditions of this Agreement.
- “End User” refers to a third party that purchases access and analysis by the Tool.
- “Training and Facilitation Services” refers to your providing services to train, coach, and/or facilitate utilizing the Tool and/or directly related Licensed Products and Programs with End Users.
- “Membership” refers to the On-Purpose Presenter online members-only training website which houses a variety of resources and training content to prepare and equip On-Purpose Presenters to adequately deliver the Training and Facilitation Services.

### **Licensed Uses / License Prerequisites and Qualification**

We grant you a non-exclusive, limited license to market, sell, and deliver Licensed Products and Programs as provided under this Agreement, including your:

- Integrating the Tool and Licensed Products and Programs into the Licensee’s existing program or presentation to improve learning objectives and results;
- Increasing Licensee’s credibility by association with On-Purpose Partners;
- Reducing curriculum development time;
- Improving your topic or specialty program where purpose, in general, and ONPURPOSE.me, specifically, further powers up and enhances learner outcomes;
- Reselling ONPURPOSE.me uses for a profit; and
- Leveraging ONPURPOSE.me to open relationships and create a higher value proposition for client engagements.

If Licensee also desires to integrate the Tool and Licensed Products and Programs into a larger Licensee program, then the Licensee shall provide a written description and sample of such insertion for suggestions and approval by Licensor. Licensor will respond within five (5) business days, excluding national holidays and the period between Christmas Eve and January 2. The first such requested review is included in the initial fee, thereafter, each review fee is subject to Licensor’s then-current hourly review rate.

This Agreement and the licenses granted hereunder are conditional on your completion of the following requirements and demonstrated basic competencies. Specifically, that you have:

- Used the ONPURPOSE.me online tool (“Tool”) to discover your 2-word purpose statement;
- Read and applied *Poured Wisdom* to your 2-word purpose statement, the ONPURPOSE.me follow-up email course included with the Tool. Completed all included exercises and can demonstrate said completion and understanding by sharing notes/insights/a personal on-purpose story;
- Read *The On-Purpose Person: Making Your Life Make Sense* authored by Kevin W. McCarthy. Demonstrate basic understanding of key concepts, context, and flow included in the book, including without limitation:
  - The Light Switch
  - Want Lists and Tournament
  - Life Accounts
  - Purpose, Vision, Missions, and Values
  - 2-word purpose statement
  - Batting average for being on-purpose
  - Passion
  - Integration versus Balance in life
  - Giving On-Purpose
- Read *The On-Purpose Poster* and demonstrate a working knowledge and understanding of Purpose, Vision, Missions, and Values and their respective roles and relationship in the On-Purpose vernacular;
- Adopted the concepts and method of a 2-word purpose statement in the context of Purpose, Vision, Missions, and Values as interrelated elements of being On-Purpose;
- Thoroughly reviewed the MYLIFE-ONPURPOSE.com online courses in their entirety, including all modules and related exercises, especially *The On-Purpose Puzzle: Refining Your 2-Word Purpose Statement*;
- Submitted Evaluation Forms by a minimum of three persons who filled out an Evaluations Form based on their experience with you of one-on-one administration of the Tool plus a 15-minute or longer personal follow-up discussion;
- Completed a License Request Form;
- Provided a high-resolution photograph, contact information, and bio for our On-Purpose Presenter online directory;
- Agreed to the terms and conditions of this Agreement;

- Submitted for advanced review the proposed use of the Tool and Module, if being integrated into a larger training or program;
- Completed an online Basic Competency Exam thereof; and
- Fully paid the **initial training and license fee totaling One Thousand Four Hundred Ninety-Seven Dollars (\$1,497) respectively**, which includes and covers:
  - Licensee training, administration, and evaluation
  - Annual Licensing and Membership Fee (currently \$497)
  - *The On-Purpose Person* book
  - One-time, one hour review of your proposed program integration
  - Membership to the On-Purpose Presenter-only training website and community.

### **Payment**

You shall provide us with a credit or debit card to maintain on file, and you hereby grant us permission to automatically charge your credit or debit card as payment for your initial license fee, as well as all renewals, for which you will receive an electronic receipt. You agree that chargebacks are not permitted, and we reserve the right to report them. Any disputed charges will first be reported to us within five business days to remedy in the normal course of business. If the credit or debit card maintained in our files becomes compromised or otherwise expires, you agree to notify us in writing of the replacement card information.

### **Personal Nature of License / NOT Sublicensable**

Your right to market, sell, and deliver Licensed Products and Programs shall be limited to you only. You shall not appoint or sublicense to any third party to market, sell, provide, or implement the Tool or the Licensed Products and Programs without our prior written consent in each instance. Your license, even if paid by your employer or a third party, accrues to your benefit only and travels with you.

### **Benefits of Being Licensed**

There are many benefits to being licensed. Foremost is that you'll have access to our Licensed Products and Programs for use with your clients. Second, being licensed clearly indicates you have successfully completed a selective process and basic competency training program and that you have demonstrated proof of proficiency. This will be important to your clients and give you credibility. Further benefits include the privilege to:

- Identify and promote yourself as an On-Purpose Presenter. Use the On-Purpose Presenter logo and badge on your website and marketing materials in accordance with this Agreement;

- Use for one year (plus paid renewals) of the ONPURPOSE.me special access URL to the Tool and Module for presentations to clients;
- Be included in On-Purpose Presenter Directory and Group on a designated On-Purpose website;
- Access to periodic live On-Purpose Presenter support phone and/or video conference calls and recordings; and
- Use the ONPURPOSE.me Tool and Module for presentations and coaching.

Finally, as a Licensee, you may purchase ONPURPOSE.me uses at a 30% discount from the current published retail price. You may include this cost either in your training fee or resell the uses at the full, retail published price. No client or customer discounts from the published retail price is permitted. You may purchase a unique "Presenter Code" for each presentation. Exercise care as you are responsible for protecting your Presenter Codes from unauthorized exposure and use. You will protect and not share, publish, or otherwise make know the private URL for purchasing Presenter Codes.

### **Initial License Period / Renewals and Maintenance**

This License is initially for one (1) calendar year and starts the day that this Agreement is fully signed by both Licensor and Licensee and funds are collected in full.

If you choose to not renew your License, you shall give Licensor a minimum of twenty-five (25) days' advance written notice of non-renewal. Upon notification of your cancellation, we will acknowledge your cancellation decision within two business days. If you do not receive said acknowledgement on a timely basis, then assume that we did not receive your notice and you will re-notify us until acknowledgement is provided.

For each additional renewal year of this Agreement, you agree to pay the then-current license Membership renewal fee (currently \$497), which will be charged to your credit card on file. You will receive a 30-day notification and a seven-day notification prior to the expiration of the previous term that your renewal date is near and that your credit card is scheduled to be charged.

Note that with any renewal you may be required to attend and successfully pass one (1) refresher course provided by us (included in your renewal fee, except for your own travel expenses if necessary).

### **Licensor's Reserved Rights**

We reserve all rights not expressly granted to you in this Agreement. Without limiting the foregoing, due to the non-exclusivity of this license, we specifically reserve the unrestricted right to market, distribute, license, or sell the Licensed Products and Programs in all territories to any and all parties,

without any obligation to pay any compensation or fee whatsoever to you. Moreover, without in any way limiting the generality of the foregoing, we specifically reserve the exclusive right to train other trainers and facilitators of ONPURPOSE.me. You acknowledge and agree that you are explicitly prohibited from training trainers or any other person to use our methodology, or any other aspect of the License. Anyone who intends to seek License for his or her own commercial or business use is required to successfully complete this Licensing program directly from us.

### **No Guarantee of Results / Obligations of Licensor**

As the Licensor, we agree to use our best efforts to provide the training and tools necessary for you to be successful as a Licensee. And although we will make our best efforts, we cannot and do not guarantee any specific financial results you will attain as a Licensee. You acknowledge and agree that you take full responsibility for your business growth, finances, health, and general well-being. You are a presenter only of informational and educational content. We have used care in preparing the information provided to you through this License and it is being made available to you for your informational and educational purposes only. You understand that you are expressly assuming all the risks associated with the delivery of the Tool and Module, whether or not such risks were created or exacerbated through the License, and you are solely responsible for the results experienced by you or your clients. You are required to use your own professional judgment and care when interacting with your clients and you are required to operate in a lawful, moral, and ethical manner at all times. We are not responsible for your decisions, actions, failure to act, or results for yourself or your clients at any time.

However, upon completion of your training we will provide you the following limited support provided within the context and commitments of this Agreement:

- Instructions and guidance in how to work successfully with clients. You'll learn how to work with clients in group presentations: programs, facilitations, seminars, and workshops both live and online. You'll be competent to guide your clients through personal use of the Tool and you'll have the methodology, training, and tools to help them every step of the way;
- Access to all updates to the Tool as and when developed by Licensor;
- Support conference/training calls (minimum of six per year);
- Designation of being an On-Purpose Presenter and use of that logo on your website, online profile, and related marketing materials;
- Use of the On-Purpose Presenter logo/identity to authenticate that you are a Licensed On-Purpose Presenter. You may use this on your website and all other marketing materials;
- Access to the On-Purpose Presenter-only training site;
- Confidentiality about you and your business to anyone outside the Licensing Program (beyond your public listings).

## Duties of Licensee

- You shall remain an active participant on ONPURPOSE Pals phone calls one full week cycle (Monday–Friday) at least once per quarter (coming offering);
- You shall remain an active member in good standing of The On-Purpose Planet (coming offering), an online community for all On-Purpose Persons where you:
  - Maintain a current personal/professional profile
  - Post at least once a month an inspirational or upbeat personal update or client story about being on-purpose;
- You shall use your best efforts to diligently market and sell the Licensed Products and Programs;
- You shall conduct the Licensed Products and Programs to the best of your ability. You will have ongoing training support and other resources to help you succeed;
- You shall respect and comply with all the terms and conditions of this Agreement;
- You shall use the ONPURPOSE.me Tool and Module only as intended as a stand-alone exercise or as part of a complementary program or experience;
- You shall conduct yourself and your business in the highest alignment with the Purpose, Vision, Missions, and Values of On-Purpose Partners and to power up persons to be on-purpose around the world (i.e., being a co-creator of The On-Purpose Planet);
- You shall protect the Licensor's brand, as well as Licensor's copyrights, trademarks, logos, Proprietary Phrases (as defined herein), programs, and materials by using them only in the manner prescribed by Licensor's branding guidelines, including reporting infringements to On-Purpose Partners;
- You shall not publicly or privately disparage us or the Tool, the Licensed Products and Programs or related training, license, exercises, brand or logo, or any other aspect of our business;
- You shall engage in the legal, proper, and ethical care of your clients, business conduct, and person, including without limitation at all times complying with all applicable federal, state, and local laws, regulations, rules, and guidelines;
- When reselling ONPURPOSE.me you agree to and shall collect and pay any required sales, value-added, or other taxes or fees as required by law.

- You acknowledge that the nature of the work associated with this License and the Licensed Products and Programs is HIGHLY CONFIDENTIAL in that it involves having access to processes and other proprietary information of Licensor, as well as access to and working with End Users' confidential information (collectively, "Confidential Information"). You agree to maintain all Confidential Information in strict confidence unless first obtaining express written permission from the pertinent party. Moreover, even internally, you agree to only disclose Confidential Information to team members who have a reasonable need to know such information.

### **Ownership and Related Restrictions**

We retain all ownership of our Tool, User Data (name and email), Licensed Products and Programs, as well as the related intellectual property, including copyrights, trademarks, and all other proprietary rights in and to the content, layout, design, data, databases, digital code, graphics, and branding. Nothing in this Agreement conveys or may be deemed to convey any ownership rights to Licensee whatsoever. Licensee's limited non-exclusive license rights, as expressly stated herein, are the only grant hereunder.

Except as expressly set forth in this Agreement, you have no right or authority to use, register, assign, or take any other action concerning or involving our Confidential Information, copyrights, trade secrets, trademarks, service marks, trade names, products, and training, and you shall not directly or indirectly take or permit to be taken any such action except with the express written permission of Licensor. Any and all use by you of our proprietary materials shall inure to our benefit and shall remain our exclusive property.

You shall not:

- Remove or modify any program markings or any notice of our proprietary rights, including without limitation logos, taglines, and copyright and trademark notices/indicia;
- Assign or transfer this Agreement or give an interest in the Licensed Products and Programs to any individual or entity, except as expressly provided in this Agreement;
- Use the Tool or Licensed Products and Programs to produce derivative works;
- Cause or permit reverse engineering or decomposition of the Tool or use the Licensed Products and Programs to create new products, programs, or software that are derived from our Licensed Products and Programs;
- Use our logos, taglines, website content, or any language relating to this License or us in a manner that constitutes an infringement of our rights or that has not been specifically authorized by us within this Agreement;
- Engage in any deceptive or misleading practices that may be detrimental to us or to the Licensed Products and Programs. In this regard, you acknowledge the substantial value of the



publicity and good will associated with us and our Licensed Products and Programs, and you agree to act in a professional and ethical manner in conjunction therewith at all times;

- Promote Licensed Products and Programs through the use of paid mass media promotional techniques such as advertising, Google AdWords, direct mail, fax/e-mail broadcasting to the general public in any form, including print media, radio, internet, and television without advance written authorization and coordination in each instance.

(This does not preclude you from mailing, e-mailing, or faxing product and promotional materials to your clients and your prospects, or participating in promotional campaigns such as networking, publishing, speaking, joint ventures, and other approved marketing approaches that you may learn about over the term of this relationship.)

- Send unsolicited bulk e-mails generally referred to or regarded as “spam” to promote Licensed Products and Programs.

### **Trademarked and Copyrighted Materials and Programs**

On-Purpose®, “Be On-Purpose!,” “Ingeniously Fast. Forever Meaningful.,” (collectively, “Proprietary Phrases”), the Licensed Products and Programs, and any additional copyrighted products or programs hereafter created by us, or trademarks hereafter adopted by us to identify Licensed Products and Programs belong solely to us. By this license, you do not acquire any rights in or to the foregoing, except as expressly stated in the Agreement.

- Your use of our program names shall be strictly in accordance with this Agreement, as well as Licensor’s Branding Guide, as provided by Licensor and may change from time to time.
- You agree not to use any of the above Proprietary Phrases or any other term likely to cause confusion therewith in any portion of your own products, services, trade names, or trademarks.
- Except as provided by us in writing, you are authorized to use such marks solely to refer to our Licensed Products and Programs.
- You shall not market the Licensed Products and Programs in any way that implies that they are your proprietary products. You shall not state or imply that you are a coauthor or creator of the Licensed Products and Programs.
- You shall retain all of our copyright and trademark notices on all Licensed Products and Programs and materials provided by us.
- You have access to online, high quality collateral materials (in the form of web and e-mail copy) that describe the Licensed Products and Programs. We encourage you to use these materials along with your materials to promote your product and service offerings. We discourage you from creating your own product collateral materials (for example, brochures,

flyers, etc.). If you deem it necessary to create collateral materials, such materials must be approved by us in writing prior to use.

### **Your Representation and License Back to Licensor**

You acknowledge and agree that by posting or submitting any material (including, without limitation, comments, blog entries, photos, and videos) to us related to your License via our website or social media, you are representing that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material. When you comment or post, you recognize that you are voluntarily sharing your thoughts and ideas, and you are granting us a limited license, in perpetuity, to use and/or display any of the material that you submit, in whole or in part, without seeking your permission around copyright or trademark laws under relevant jurisdiction. We also reserve the right to identify you as the author of any of your postings or submissions by name, email address, or screen name, as we deem appropriate. You acknowledge that we have the right but not the obligation to use and display any postings or contributions of any kind and that we may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

### **Point and Method of Contact**

You may reach us by emailing [info@on-purpose.com](mailto:info@on-purpose.com). It is our goal to respond to you within 24 hours on weekdays and by the next business day after weekends and holidays.

### **Audit**

If we have reason to believe you have violated restrictions of our copyrights, trademarks, trade secrets or have used Licensed Products or Programs without paying the appropriate license fees or book purchases, we may audit your use and distribution of the Licensed Products and Programs. Upon 45 days' advance written notice, you agree to fully cooperate with our audit and provide us with reasonable assistance and access to information. You agree to immediately pay any unpaid or underpaid license fees associated with our Licensed Products and Programs. In order that the foregoing may be feasible, you agree to keep, maintain, and preserve accurate records and accounts covering all transactions relating to this Agreement. All such records and accounts shall be maintained in accordance with generally accepted accounting principles consistently applied.

### **Termination, Renewal, or Revocation of License**

You may terminate (without refund) this Agreement or choose to not renew your License in your sole discretion. We may immediately terminate this Agreement and/or revoke your License in our sole discretion at any time if you:

- Materially violate or breach any of the terms of this Agreement;
- Engage in illegal, criminal, or unethical conduct, or moral turpitude;

- Fail to comply or disregard the methods, knowledge, and terms of the Tool and Licensed Products and Programs;
- Dilute, damage, or disregard the On-Purpose® trademark, brand, copyrights, and/or good will/reputation;
- Dilute, damage, or disregard the ONPURPOSE.me trademark, brand, copyrights, and/or good will/reputation;
- Engage in an unprofessional or harassing manner, engage in a sexual relationship with clients, or otherwise create a hostile environment while under this License;
- Fail to reasonably model the On-Purpose principles;
- Use the Tool, Licensed Products and Programs, or training in an inappropriate or other manner contrary to this Agreement; or
- Disparage ONPURPOSE.me, the Tool, the Licensed Products and Programs, or On-Purpose Partners or fellow On-Purpose Presenters, or other related persons, businesses, or entities.

If this Agreement is ended by either of us, you shall immediately:

- Cease use of Licensed Products and Programs;
- Cease use of trademarks and trade names and copyrighted materials;
- Remove all On-Purpose promotional material from your website, LinkedIn profile, other social media pages, event introductions, and other marketing materials of any type;
- Cease referring in any manner to yourself as an On-Purpose Presenter. You may state that you previously went through the License process as a part of your bio, but you may not in any way represent that you are currently an On-Purpose Presenter.

### **No Refunds Policy**

We want you to be happy with your License. However, because we have invested considerable time, energy, heart, and effort in your License, if you decide to withdraw for any reason whatsoever, you may do so, but please be aware that you still will remain fully responsible for the full cost of the License, and no refunds or transfers of any kind will be provided.

### **Indemnification**

If someone makes a claim against you or an End User that our Licensed Products and Programs infringe upon their intellectual property rights, we will indemnify you and the End User, except to the

extent that the alleged infringement is caused by your non-compliance with the terms of this Agreement. To obtain this protection, you must:

- Notify us promptly in writing, not later than five (5) days after you receive notice of the claim, or sooner if required by applicable law;
- Give us sole control of the defense and any settlement negotiations;
- Give us the information, authority, and assistance we request to defend against or settle the claim.

If we believe that any of our Licensed Products and Programs may have violated someone else's intellectual property rights, we may choose to either modify the programs so as not to constitute an ongoing infringement, obtain a license from the necessary third party to allow for their continued use, or if these alternatives are not commercially reasonable, we may end the license for the applicable product/program and refund any license fees you have paid for it. We will not indemnify you if you or the End User uses a superseded release of a program, and the infringement claim could have been avoided by using the current release of the program, nor will we indemnify you if the infringement claim would not have arisen but for the alteration, combination, or use of the programs with software or hardware not furnished by us. This section provides your exclusive remedy for any infringement claims or damages.

### **Limitation of Liability**

If formal dispute resolution between us becomes necessary hereunder, you agree that the only financial remedy for you hereunder is to be awarded monetary damages no greater than a full refund of your then-current year License fee. No other financial awards of consequential damages, or any other type of damages, may be granted to you. Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use, even if advised of the possibility of such damages. Our maximum liability for any damages, whether in contract or tort, will be limited to the amount of the License fees paid to us hereunder. In no event shall Licensor be liable for any other costs, damages, or otherwise. You acknowledge and agree that the Licensed Products and Programs, as well as your licensing, are provided by us on an "as is" basis, without any warranties whatsoever, including without limitation its accuracy, completeness, or appropriateness for any purpose. Because we make no warranties to you, you acknowledge and agree that we shall have no warranty liability whatsoever to you with respect to the Tool, Licensed Products and Programs, or your licensing, including without limitation implied warranties of merchantability or fitness for a particular purpose. Regarding the online nature of the Tool, we will exert commercially reasonable efforts to ensure access to the Tool. However, you and your End Users implicitly understand that access to the Tool may be affected by local market Wi-Fi connection and strength, telecommunication network activity, capacity and compatibility with third-party communication equipment, internet access software, and browsers, all liability for which we expressly disclaim. You hereby waive all claims of responsibility by us for any such service interruption outside our control.

### **Independent Contractors**

In all matters relating to this Agreement, you will act as an independent contractor. The relationship between us and you is that of independent contractors. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity.

### **Governing Law and Jurisdiction**

This Agreement and the legal relationship between the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to the conflicts of laws principles thereof. The parties agree that all actions or proceedings arising in connection with this Agreement or the transactions contemplated hereby shall be tried and litigated only in the appropriate court of the State of Florida located in Orange County, Florida, and **each party hereto hereby expressly and irrevocably submits the person of such party to the jurisdiction of such courts in any such suit, action, or proceeding.**

### **Dispute Resolution**

Should conflicts arise hereunder between Licensor and Licensee, our respective first course of action is to amiably notify the other party through e-mail correspondence and phone conversations. If we are unable to find resolution within a sixty (60) day period, we agree that that the only method of legal dispute resolution (except for injunctive relief) will be binding arbitration before a single arbitrator, jointly selected by both of us, unless we both agree otherwise in writing. The decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction. If there is a dispute between us, we mutually agree to not publicly make any negative or critical comments about each other or to communicate with any other individual, company, or entity in a way that disparages or harms the other party's reputation in any way, including on social media. Notwithstanding the foregoing, in arbitration or injunctive proceedings, or when otherwise required by law, we may both freely share our thoughts and opinions with the presiding judge or arbitrator.

### **Injunctive Relief**

You acknowledge that your breach of this Agreement will result in irreparable damage to Licensor, that with certain breaches there is no adequate remedy at law for such breach, and that, in addition to other remedies, Licensor is entitled to injunctive relief (without the posting of bond) and such other relief as any court with jurisdiction may deem just and proper.

### **Attorney's Fees**

If court action for injunctive relief and/or enforcement of an arbitration award becomes necessary to enforce this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

## Entire Agreement

You agree that this Agreement and the purchase of any Licensed Products and Programs represent our total agreement. All prior or contemporaneous promises, representations, agreements, or understandings between you and us are expressly merged herein and superseded hereby. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. Any notice required under this Agreement shall be provided in writing, and any amendment of this Agreement shall be mutually agreed in writing.

## Spirit

While the letter of this Agreement is a legally binding document, it is the spirit of this Agreement which is essential. The Licensor's intellectual property enriches personal, professional, and organizational development. As such, both parties to this agreement have an obligation to behave responsibly, especially in our dealings with one another. To that end, let us always seek to serve the interests of one another to expand our respective earning and serving opportunities.

"The harvest is plentiful, but the workers are few."

Let's stay clearly focused on the matters at hand, bringing in the harvest of people who need to know their 2-word purpose and hear the message of, "**Being On-Purpose!**" Let it begin with us!

[SIGNATURE PAGE FOLLOWS]

**Signatures**

By consenting to this Agreement, we both acknowledge that we have read, understand, agree to, and accept all of the terms in this Agreement.

LICENSOR  
US PARTNERS, INC.  
dba ON-PURPOSE PARTNERS  
PO Box 1568  
Winter Park, FL 32790-1568  
(407) 657-6000

LICENSEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Kevin W. McCarthy

President & Chief Leadership Officer

Date: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOR REVIEW ONLY