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LICENSE AGREEMENT - CSI/I HELP and the Field Auditors

(Marks)

THIS AGREEMENT is made this 15th day of Dec, 1982, by and between:

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California non-profit religious corporation (hereinafter referred to as "CSI"); and

INTERNATIONAL HUBBARD ECCLESIASTIC LEAGUE OF PASTORS, a California non-profit religious corporation (hereinafter referred to a "I HELP").

RECITALS

A. Religious Technology Center, a California non-profit religious corporation (hereinafter referred to as "RTC"), was formed to be the protector of the religion of Scientology and to maintain the purity and ethical use of the philosophy and technology of the religion, including the services and the products associated with the religion, and to own the service marks and trademarks associated with those services and products, with all of the rights and responsibilities that are incident to and required by ownership in order to maintain their validity, to protect the exclusivity of their use by faithful organizations of the religion of Scientology, and to insure that the nature and quality of all services and products that are associated with the service marks and trademarks

are in accordance with the writings and recorded spoken words of L. Ron Hubbard, the Founder of the religion (hereinafter "LRH", whose writings and recorded spoken words with respect to Scientology and the organizations formed for the purposes thereof hereinafter are referred to as "the Scientology Scriptures").

B. CSI is the Mother Church and the highest ecclesiastical authority of the religion of Scientology, and is and has been committed and dedicated to the advancement and dissemination of the religion of Scientology in accordance with the Scientology Scriptures, through the organizations of the religion of Scientology, including the Missions that are under its ecclesiastical control and supervision.

C. RTC is the owner by assignment from LRH of certain service marks and trademarks formerly owned by LRH and pertaining to the religion of Scientology, DIANETICS spiritual healing technology, SCIENTOLOGY applied religious philosophy, and organizations and operations related thereto, including the name, initials and parts of the name of LRH, and the marks identified in the list attached hereto and identified as Exhibit A (hereinafter referred to as "the Marks"), and of the goodwill associated with the Marks.

D. RTC is the owner by assignment from LRH of registrations of certain of the Marks in many countries of this planet, and of pending applications for registrations, and of the goodwill associated with the Marks shown in those registrations and applications for registrations.

E. RTC may file applications for registration of other marks pertaining to the religion of Scientology, DIANETICS spiritual healing technology, SCIENTOLOGY applied religious philosophy, and organizations and operations relating thereto, which applications and all registrations that issue thereon will be included in the Marks.

F. RTC and CSI have entered into a formal agreement granting CSI and the organizations of the religion of Scientology under the ecclesiastical supervision and control of CSI the right to use the Marks in connection with services.

G. I HELP is the religious organization for auditors of the religion of Scientology ("the Auditors") which ensures that auditors, particularly those engaged in field auditing, maintain the high ethical and technical standards expected of Scientology Ministers under the auspices and authority of CSI, and wishes to use the Marks, as a related organization of CSI under CSI's ecclesiastical supervision and control, and to license field Auditors to use the Marks and to supervise and control the use of the Marks by the field auditors.

NOW, THEREFORE, in consideration of the following grant and mutual promises, and other good and valuable consideration, the parties agree as follows:

1. Grant

a. CSI, with the approval of RTC, grants to I HELP, the right and license to use each and all of the Marks given in Exhibit A, in connection with field auditing services pertaining to the religion of Scientology rendered by I HELP and the Auditors.

b. This grant extends to all activities of I HELP and the Auditors with respect to auditing and permitted training in the religion of Scientology (pursuant to the Scriptures) that are under the ecclesiastical supervision and control of CSI and the managing authority of I HELP, so long as I HELP and the Auditors expressly agree and covenant to respect and abide by the terms and conditions of this grant, including recognition and acceptance of RTC as the owner and protector of the Marks, with the rights and responsibilities that accompany ownership.

c. This grant does not include the right to authorize or to license the use of the Marks by other entities of any kind, and the granting of further licenses is expressly prohibited.

d. I HELP shall require each of the Auditors who is licensed to use the Marks to sign a LICENSE AGREEMENT — I HELP/FIELD AUDITOR in the form attached as Exhibit B.

e. This grant is limited to use of the Marks in connection with services. The right to sell products, including books and other publications, embodying or bearing the Marks, except products obtained by or through LRH or another source authorized by LRH or RTC, is expressly excluded from this grant.

2. Consideration And Expense Reimbursement

a. I HELP shall insure that each of the Auditors shall, as consideration for the grant herein made, pay a weekly tithe equal to 10% of Auditor's gross income in connection with field auditing activities to any organization designated by I HELP; provided that such organization shall be an organization described in Section 501(c)(3) of the US Internal Revenue Code of 1954 and shall be organized exclusively for the purpose of the Scientology religion.

b. As additional consideration, for the grant herein made, I HELP and the Auditors acknowledge, as a condition of this license, their prior and continuing commitment to the full and faithful performance of the promises made herein, particularly including the promise to actively use the Marks in advancing and disseminating the religion of Scientology in accordance with the Scientology Scriptures, and to promote and protect the religion of Scientology and the image of LRH, as the Founder, under and in connection with the Marks.

3. Control and Supervision

a. The governing standards for the nature and quality of all services rendered under and in association with the Marks shall be the Scientology Scriptures, as they exist upon the effective date of this Agreement. Additional writings and recorded spoken words of LRH may be added to the Scientology Scriptures, and to the governing standard of this Agreement, as they come into existence and are adopted by CSI.

b. CSI shall have the right to disseminate standards,

specifications and guidelines for the proper use and display of the Marks, and I HELP shall insure that all of the field Auditors shall follow and abide by all such standards, specifications and guidelines. All standards, specifications and guidelines pertaining to auditing that are presently in use under the auspices of LRH, RTC or CSI shall remain in effect until changes are disseminated by RTC, CSI or I HELP.

c. Neither I HELP nor any of the Auditors shall engage in any activity that is in conflict with or hostile to the Scientology Scriptures, or hostile to or derogatory to LRH, nor use any of the Marks on or in connection with any matter that is not part of, or related to, the religion of Scientology, or the approved services of SCIENTOLOGY applied religious philosophy and DIANETICS spiritual healing technology.

d. CSI and RTC shall have the right to monitor all operations of I HELP and the Auditors with respect to the Marks, inspect all books, records and facilities pertaining to use of the Marks and receive sample specimens and summaries of literature, publications and products using the Marks, in reasonable numbers and with reasonable frequency, to insure compliance with all standards, specifications and guidelines.

e. CSI may, if it ever deems it necessary or advisable, send a corrective mission to I HELP or any of the Auditors to correct any deviation from the standards, specifications or guidelines of this Agreement, and I HELP shall reimburse CSI for all of its costs of the corrective mission (or require the Auditor concerned to do so), including travel and living costs of personnel and the time of such personnel, at rates not to exceed the then prevailing rates charged by CSI for corrective missions.

4. Minimum Standards

In addition to the standards that have been stated, the minimum requirements for qualification to use the Marks shall include:

- a. Establishment of a religious field office for the advancement and dissemination of the religion of Scientology through field auditing, pursuant to the Scientology Scriptures;
- b. Becoming and remaining qualified and certified to effectively minister to preclears up to AUDITOR's classification, but in no event beyond Grade 4, and refraining from delivering any auditing or training service beyond the level of AUDITOR's training and certification;
- c. Proper and effective display of the Marks and the religious symbols of the religion of Scientology, to enhance and preserve the image of Scientology as a religion;
- d. Maintenance of financial responsibility at all times, and in this respect:
  - (1) Refraining from delivering auditing services on a credit basis;
  - (2) Establishing and maintaining rates for auditing services that are not less than the full undiscounted rates payable in cash only, established by the organization responsible for Auditor's geographical area; and
  - (3) Offering auditing only in blocks of 12 1/2 hour intensives and not by the hour; and
  - (4) Maintaining full and accurate books and records of all income subject to tithing under this agreement.



e. Avoiding disruption of established auditing relationship of Churches and Missions. For this purpose, Auditor shall not deliver any services to any preclear or student contrary to the Scientology scriptures and in this respect shall refrain from ministering to any preclear or student who has received any services whatsoever from a Church or Mission of Scientology within the past two years, except those preclears who have received such services only because they have been sent to a Church or Mission by Auditor for training or corrective action.

5. Enforcement

RTC and CSI are responsible for the enforcement of rights under the Marks against any unauthorized or improper use. I HELP and the Auditors shall report to CSI all unauthorized or improper use that comes to their attention, and shall render all assistance that may be required in correcting or terminating such use, but shall not initiate any legal actions without the express written permission of CSI or RTC.

6. Indemnity and Disclaimer

a. I HELP acknowledges its full responsibility and that of the Auditors, for the ethical and proper use of the Marks and the philosophy and technology of the religion of Scientology according to the Scientology Scriptures, and covenants that neither it nor any of the Auditors will make any claim against RTC, CSI, LRH, or any person associated with RTC, LRH or CSI. I HELP and each of the Auditors shall indemnify and hold harmless RTC, LRH, and CSI and all of their agents,

employees, representatives, heirs, successors and assigns, from and against all liabilities, claims and actions of any kinds, and costs, including attorneys' fees, which arise from or relate to the use of the Marks, or relate to or arise from any of the services or products associated with the Marks.

b. The Scientology Scriptures contain a record of research and observation of LRH into the nature of the human mind and spirit and a spiritual guide intended to assist persons to become more aware of themselves as spiritual beings, restoring respect for self and others, and not for treating or diagnosing human ailments of body or mind nor for engaging in teaching or practicing medical arts or sciences. Neither RTC, CSI nor LRH makes any claim that the nature or purpose of the Scientology Scriptures exceeds this description or that the Scientology Scriptures will have any particular effect on any particular person.

c. I HELP hereby acknowledges and agrees to the disclaimer of the preceding paragraph, and shall require the same of each of the Auditors that is authorized to use the Marks under this Agreement.

d. I HELP and the Auditors, and their staff, members, employees, parishioners and congregants shall require all individuals who receive training or auditing services under the Marks to sign a disclaimer in the form attached as Exhibit C.

7. Names and Ownership

I HELP and the Auditors may make appropriate use of the Marks in their names, but acknowledge and agree that:

a. This Agreement rescinds and replaces all previous agreements with respect to the Marks, and I HELP and the Auditors have no rights of any kind with respect to any of the Marks except those rights that are granted by this Agreement;

b. The Marks shall not become part of the assets of I HELP or the Auditors, and all use by I HELP and the Auditors of any of the Marks, in their names and otherwise, is and shall be pursuant to this Agreement alone, and shall support the ownership of the Marks by RTC with the same effect as if RTC had itself made that use; and

c. If this Agreement ever is terminated for any reason, I HELP and the Auditors shall immediately cease all use of each of the Marks, and shall forever refrain from further use of any of the Marks, unless and until formally reinstated hereunder.

8. Enforcement of Obligations of Performance

a. This Agreement shall be perpetual in term, and shall be terminable by RTC and CSI as to I HELP or any Auditor only for cause, and only after arbitration as provided herein has determined that no other effective alternative is available. At its discretion, RTC may, however, immediately suspend the right of I HELP or any Auditor to use any of the Marks pending arbitration, if I HELP or the Auditor is not using the Marks, or is misusing any of the Marks in a manner that places the validity or enforceability of any of the Marks in danger under applicable laws.

b. As a condition of this license, I HELP agrees that any dispute which arises out of or relates to this Agreement shall be

determined by arbitration at Los Angeles, California, or such other location upon which the parties to the dispute may agree. In the event of arbitration, the parties to the dispute shall attempt to agree upon a single arbitrator to hear the dispute. If they are unable to do so, each party shall select a separate arbitrator, and the two arbitrators so selected shall choose a third arbitrator. Each arbitrator shall be a member in good standing of a Church of the religion of Scientology, and shall be familiar with the Scientology Scriptures, and in particular, those Scientology Scriptures pertaining to the Scientology Ethics and Justice System of the Churches of Scientology. All such arbitration shall be conducted in accordance with the Scientology Ethics and Justice System, and the decision of the arbitrator or arbitrators shall be final.

c. RTC and CSI, subject to the decisions in arbitration, shall have the authority to assess and collect monetary fines from I HELP or any of the Auditors, in amounts that are commensurate with the circumstances. RTC also shall have the right, as a last resort after all other measures have proved unsuccessful, to terminate the right of I HELP or any of the Auditors to use the Marks.

d. If I HELP or any of the Auditors ever fall into hostile hands or engages in or condones propaganda against the Marks, the religion or organizations of Scientology, or LRH, or fails to hear confessionals of its executives and staff, or if it/he/she conducts itself/himself/herself in such a way as to endanger the name or repute of RTC, CSI or LRH, or involves RTC, CSI, or LRH or any of their agents in public litigation, this license is subject to cancellation.

9. Registrations and Recordings

Upon the request of RTC, I HELP and the Auditors shall execute and deliver to RTC any license agreements, registered user agreements, and other documents that RTC deems necessary or desirable for the purpose of registering or recording this Agreement or the rights of either party under this Agreement, in any country on this planet. I HELP and the Auditors shall assign to RTC or cancel (at RTC's option), any registrations or agreements of I HELP or the Auditors that are in conflict with RTC's ownership of any of the Marks or registrations.

10. Lack of Agency

Neither party shall be deemed to be the agent, joint venturer, or a partner of the other, or of LRH or RTC, and neither shall have the authority to act in behalf of the other or for RTC or LRH in any matter, including acceptance of service of process.

11. Governing Law

This Agreement shall be interpreted according to the laws of the State of California, United States of America.

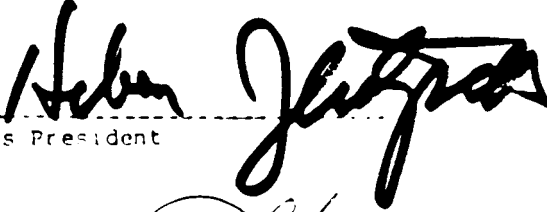
12. Assignability and Binding Effect

a. This Agreement is personal to I HELP and the Auditors, and the rights and obligations hereunder shall not be assignable or otherwise transferrable by I HELP and the Auditors, in whole or in part, without the prior written approval of CSI. In the event of any attempted assignment or transfer by I HELP or any Auditor of its rights under this

Agreement, whether voluntary or involuntary, all rights of I HELP and any Auditor with respect to the Marks shall immediately terminate.


b. This Agreement shall be binding upon and for the benefit of the successors, assigns and legal representatives of CSI.

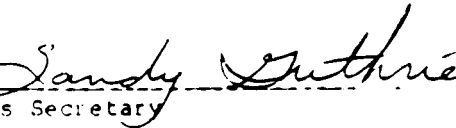
CHURCH OF SCIENTOLOGY INTERNATIONAL

By   
Its President

By   
Its Secretary

INTERNATIONAL HUBBARD ECCLESIASTIC LEAGUE OF PASTORS

By   
Its President

By   
Its Secretary

SCIENTOLOGY

S and Double Triangle

DIANETICS

Dianetics Triangle

Scientology Cross (Eight Pointed)

EXHIBIT C

ENROLLMENT AND DISCLAIMER FORM

(with waiver)

To be completed by applicant (in triplicate)

I \_\_\_\_\_ (full name)

of \_\_\_\_\_

\_\_\_\_\_ (address) hereby

apply for spiritual counselling (auditing/training) from

\_\_\_\_\_

Service applied for:

\_\_\_\_\_

I have read, understood and agree with the Information Sheet attached  
hereto and understand that it states the basis upon which the religious



services of Auditing and training are delivered

by \_\_\_\_\_.

1) I am fully cognizant that Scientology is a religion by every definition of the word and that any and all gains and benefits claimed by the Church of Scientology are spiritual and religious in nature.

2) The writings of L. RON HUBBARD ("LRH") are a record of observation and research by him into the nature of the human mind and spirit. These writings contain a spiritual and religious guide intended to assist persons to become more aware of themselves as spiritual beings, restoring respect for self and others, and not for treating or diagnosing human ailments of body or mind nor for engaging in teaching or practicing medical arts or sciences. Neither LRH nor any of the organizations which espouse, present, propagate or practice the religion of Scientology, or SCIENTOLOGY applied religious philosophy, or DIANETICS spiritual healing technology make any claim that the nature or purpose of the religion of Scientology, or of SCIENTOLOGY applied religious philosophy, or of DIANETICS spiritual healing technology, or the writings of LRH, exceed this description or that the application of any of them will have any particular effect on any particular person.

3) I do and shall rely solely on \_\_\_\_\_, without the participation of any other person or entity, for the ethical and proper delivery of the religion of Scientology, SCIENTOLOGY applied

religious philosophy and DIANETICS spiritual healing technology.

4) I understand that LKH is the founder of the religion of Scientology.  
I further understand that LKH will not receive any compensation or remuneration from \_\_\_\_\_.

5) I hereby waive any claim against LKH, all other organizations, and the agents, employees, representatives, predecessors, successors, assigns, and affiliates of all of them, which is inconsistent with the preceding paragraphs, and will hold them harmless from any related or resulting cost or liability, including attorneys fees.

6) I will avail myself of the services of \_\_\_\_\_ in an honest effort to attain increased spiritual awareness and ability through its religious tenets and practices. I am not attempting to investigate, attack, malign or denigrate Scientology, its practices, or its organizations or practitioners.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Parent or  
Guardian if applicant is a  
Minor

\_\_\_\_\_  
Date