

28

LICENSE AGREEMENT—SMI/MISSION
(Marks)

THIS AGREEMENT is made this _____ day of _____,
1982, by and between:

SCIENTOLOGY MISSIONS INTERNATIONAL, a California non-profit religious corporation (hereinafter referred to as "SMI"); and

(Name)

(Address)

(hereinafter referred to as "MISSION".)

RECITALS

A. Religious Technology Center, a California Nonprofit 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 organization 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. Church of Scientology International, a California nonprofit religious corporation (hereinafter referred to as "CSI") is the Mother Church and the highest ecclesiastical authority of the religion of Scientology, and has been and is 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 Missions of the religion of Scientology under the ecclesiastical supervision and control of CSI the right to use the Marks in connection with services.

G. SMI is the Mother Church and managing organization for the Missions, under the auspices and authority of CSI, and MISSION wishes to use the Marks, as a related organization of SMI under SMI's supervision and control.

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. SMI, with the approval of RTC and CSI, grants to MISSION the right and license to use each and all of the Marks in connection with services pertaining to the religion of Scientology rendered by MISSION.

b. This grant extends to all activities of MISSION with respect to the religion of Scientology that are under the ecclesiastical supervision and

control of CSI and the managing authority of SMI, so long as MISSION expressly agrees and covenants 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. This grant is limited to use of the Marks in connection with services. The right to sell products 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

The only consideration required of MISSION for the grant herein made is the acknowledgement, as a condition of this license, of the prior and continuing commitment to the full and faithful performance of the promises made herein, particularly including the promises 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 SMI.

b. SMI shall have the right to disseminate standards, specifications and guidelines for the proper use and display of the Marks, and MISSION shall ensure that all of its staff, members, employees, parishioners and congregants shall follow and abide by all such standards, specifications and guidelines. All standards, specifications and guidelines presently in use by the Missions shall remain in effect until changes are disseminated by SMI.

c. MISSION shall not engage in any activity that is in conflict with or hostile to the Scientology Scriptures, or hostile to or derogatory to LRH,

and shall not 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, RTC and SMI shall have the right to monitor all operations of MISSION 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, RTC or SMI may, if they ever deem it necessary or advisable, send a corrective mission to MISSION to correct any deviation from the standards, specifications or guidelines of this Agreement, and MISSION shall reimburse the sender for its costs of the corrective mission, 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 body and entity for the advancement and dissemination of the religion of Scientology, pursuant to the Scientology Scriptures;

b. Maintenance of sufficient trained staff to effectively minister to all parishioners and congregants;

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, including display of a charter supplied by SMI;

d. Offering of religious services, hearing of confessionals for executives, staff and parishioners, and publication and distribution of religious literature and other sectarian aids to propagate and disseminate the religion of Scientology;

e. Subject to local laws, satisfaction of all requirements for tax exempt status as a religious charitable organization; and

f. Maintenance of financial responsibility and solvency at all times.

5. *Enforcement*

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

6. *Indemnity and Disclaimer*

a. MISSION acknowledges its full responsibility, 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 its staff, members, employees, parishioners or congregants will make any claim against RTC, CSI, LRH, SMI, or any person associated with RTC, CSI, LRH, or SMI. MISSION shall indemnify and hold harmless RTC, LRH, CSI, SMI and all of their agents, employees, representatives, heirs, successors and assigns, from and against all liabilities, claims and actions of any kind, and costs, including attorneys' fees, which arise from or relate to the use of the Marks by MISSION, or relate to or arise from any of the services or products associated with the Marks by MISSION.

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, LRH nor SMI 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 parishioner.

c. MISSION hereby acknowledges and agrees to the disclaimer of the preceding paragraph.

d. MISSION, and its staff, members, employees, parishioners and congregants shall require all individuals who receive religious training or counseling services under the Marks to sign a disclaimer in the form attached as Exhibit B.

7. *Names and Ownership*

MISSION may make appropriate use of the Marks in its name, but acknowledges and agrees that:

a. This Agreement rescinds and replaces all previous agreements with respect to the Marks, and MISSION has 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 MISSION, and all use by MISSION of any of the Marks, in its name 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, MISSION shall immediately cease all use of each of the Marks, in its name and otherwise, 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, CSI and SMI 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 MISSION to use any of the Marks pending arbitration, if MISSION 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 serious danger under applicable laws.

b. 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 or Mission 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, CSI and SMI, subject to the decisions in arbitration, shall have the authority to assess and collect monetary fines from MISSION, 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 MISSION to use the Marks.

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

9. *Registrations and Recordings*

a. Upon the request of RTC, MISSION 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. MISSION shall assign to RTC or cancel (at RTC's option), any registrations or agreements of MISSION 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 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*

a. 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 MISSION, and the rights and obligations hereunder shall not be assignable or otherwise transferable by MISSION, in whole or in part, without the prior written approval of SMI. In the event of any attempted assignment or transfer by MISSION of its rights under this Agreement, whether voluntary or involuntary, all rights of MISSION 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 SMI.

SCIENTOLOGY MISSIONS INTERNATIONAL

By _____
Its President

By _____
Its Secretary

Name of MISSION

By _____
Its President

By _____
Its Secretary

TRADEMARKS

(word marks)

ABILITY
APPLIED PHILOSOPHY

COMMUNICATION MAGAZINE
DIANETICA
DIANETICS
DIANETIK
E-METER
HASI
HCO
LA DIANETIQUE
LA SCIENTOLOGIE
LRH
L.R.H. SCIENTOLOGY
L RON HUBBARD
HUBBARD

OYOTETSUGAKI
SCIENTOLOGI
SCIENTOLOGLA
SCIENTOLOGY
SCIENTOLOGY E-METER
STANDARD DIANETICS
UNDERSTANDING

Exhibit A
Page 1 of 5

**ENROLLMENT FORM
AND DISCLAIMER (WITH WAIVER)**

This form is to be read, understood, and signed in agreement by all persons who wish to receive spiritual counseling (auditing or training) from this Church.

I, _____ (full name)
of _____, being
a Church of Scientology International Member, wish to receive spiritual counseling from
_____ (Mission name).

Spiritual Counseling (auditing or training) applied for:

Offering: _____

1. I have read, understood and agree with the booklet "Information, Definitions, Rules: the Basis on Which Auditing and Training are Delivered by the Church" and this form in its entirety and I hereby acknowledge that:

a. 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 DLANETICS spiritual healing technology, make any claim that the nature or purpose of the religion of Scientology, or of SCIENTOLOGY applied religious philosophy, or of DLANETICS 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.

b. I do and shall rely solely on the single organization specifically involved, 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 DLANETICS spiritual healing technology.

2. I hereby waive any claim against LRH, 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.

Dated: _____
Parishoner

Name: _____
For the Church.

Mission name: _____

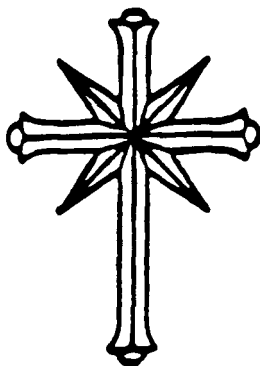
TRADEMARKS
(DEVICE & DESIGN MARKS)



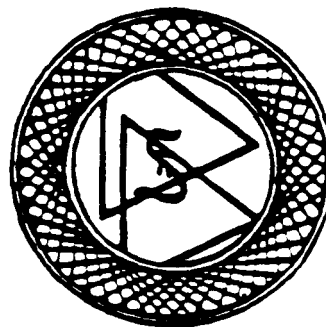
DIANETICS
SYMBOL



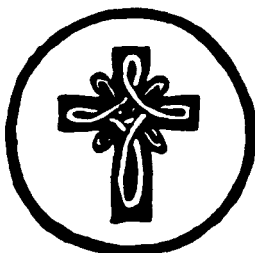
S & R IN DOUBLE TRIANGLE
RELEASE PIN



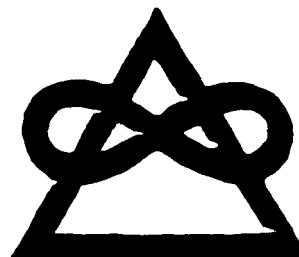
SCIENTOLOGY CROSS
(Pointed)



S & R IN DOUBLE TRIANGLE
IN TWO CIRCLES

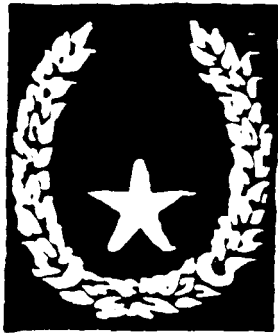


SCIENTOLOGY CROSS
(Rounded)
Also: SCN MINISTER'S CROSS



DIV VI SYMBOL

EXHIBIT A
Page 2 of 5



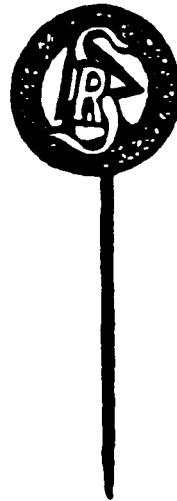
STAR & WREATH



L. RON HUBBARD (Signature)



OT SYMBOL



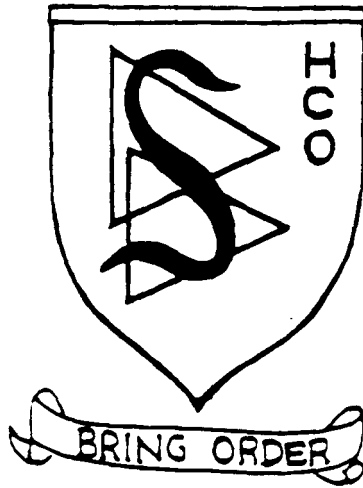
POWER PIN



SEA ORG SYMBOL



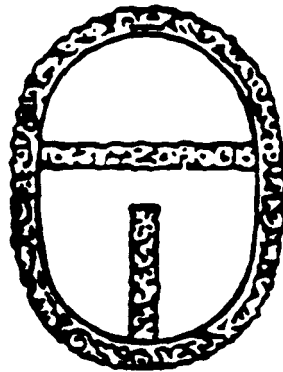
E-METER SYMBOL
(HCO Symbol)



HCO HASI BADGE



SCN SYMBOL



OT SYMBOL IN WREATH



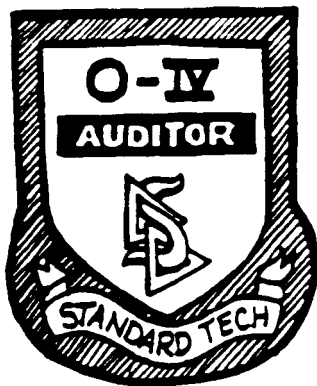
CLASS VI BADGE



CAR BADGE "S"



LRH Initials (signature)



CLASS IV BADGE



MARK VI SYMBOL

**ENROLLMENT FORM
AND DISCLAIMER (WITH WAIVER)**

This form is to be read, understood, and signed in agreement by all persons who wish to receive spiritual counseling (auditing or training) from this Church.

I _____ (full name)
of _____
_____ being
a Church of Scientology International Member, wish to receive spiritual counseling from
_____ (Mission name).

Spiritual Counseling (auditing or training) applied for:

Offering: _____

1. I have read, understood and agree with the booklet "Information, Definitions, Rules: the Basis on Which Auditing and Training are Delivered by the Church" and this form in its entirety and I hereby acknowledge that:

a. 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.

b. I do and shall rely solely on the single organization specifically involved, 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.

2. I hereby waive any claim against LRH, 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.

DATED: _____
Parishoner

Name: _____
For the Church.

Mission name: _____

EXHIBIT B
Page 1 of 1