

55

LICENSE AGREEMENT-CSI/CHURCH  
(Marks)

THIS AGREEMENT is made this 25 day of May 1988,  
198 , by and between:

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

CHURCH OF SCIENTOLOGY FREEWINDS  
(Name)

RELAY OFFICE  
  
  
(Address)

(hereinafter referred to as "CHURCH").

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 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. 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 Churches 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 Churches of the religion of Scientology under the ecclesiastical supervision and control of CSI the right to use the Marks in connection with services.

G. CHURCH wishes to use the Marks, as a related organization of CSI under CSI's ecclesiastical 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. CSI, with the approval of RTC, grants to CHURCH the right and license to use each and all of the Marks in connection with services pertaining to the religion of Scientology rendered by CHURCH.

b. This grant extends to all activities of CHURCH with respect to the religion of Scientology that are under the ecclesiastical supervision and control of CSI, so long as CHURCH 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, 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

The only consideration required of CHURCH 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 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 CHURCH shall insure 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 Churches of Scientology shall remain in effect until changes are disseminated by CSI.

c. CHURCH shall not engage in any activity that is in conflict with or hostile to the Scientology Scriptures, or hostile to or derogatory to LRE, 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 and RTC shall have the right to monitor all operations of CHURCH 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 CHURCH to correct any deviation from the standards, specifications or guidelines of this

Agreement, and CHURCH shall reimburse CSI for all of its costs of the corrective mission, including travel and living costs of personnel and the time of such personnel and time of such personnel, at rates not to exceed the then prevailing rates charged by CSI for corrective missions.

4. Minimum Standards:  
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In addition to the standards that have been stated, the minimum requirements for qualification to use the Marks as a related organization of CSI shall include:

- a. Establishment of a religious body an 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 staff;
- 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 certificate supplied by CSI;
- d. Offering of religious services, hearing of confessionals for executives and staff and publication and distribution of religious literature and other sectarian aids to propogate 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 and CSI are responsible for the enforcement of rights under the Marks against any unauthorized or improper use. CHURCH shall report to CSI 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 CSI or RTC.

6. Indemnity and Disclaimer

a. CHURCH 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, LRE or any person associated with RTC, LRE or CSI. CHURCH shall indemnify and hold harmless RTC, LRE, CSI 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, 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 parishioner.

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

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

#### 7. Names and Ownership

CHURCH 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 CHURCH has no rights of any kind with respect to any of the Marks except those rights that are granted by the Agreement;

b. The Marks shall not become part of the assets of CHURCH, and all use by CHURCH 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 CHURCH 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 and CSI only for cause, and only after arbitration as provided herein has determined that no other effective alternative is available. At its own discretion, RTC may, however, immediately suspend the right of CHURCH to use any of the Marks pending arbitration, if CHURCH 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. As a condition of this license, CHURCH 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 CHURCH, in amounts that are commensurate with the circumstances. RTC also shall have the right, as a least resort after all other measures have proved unsuccessful, to terminate the right of CHURCH to use the Marks.

d. If CHURCH ever falls 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, staff and parishioners, or if it conducts itself 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, CHURCH 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. CHURCH shall assign to RTC or cancel (at RTC's option), any registrations or agreements of CHURCH 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

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 CHURCH, and the rights and obligations hereunder shall not be assignable or otherwise transferrable by CHURCH, in whole or in part, without the prior written approval of CSI. In the event of

any attempted assignment or transfer by CHURCH of its rights under this Agreement, whether voluntary or involuntary, all rights of CHURCH 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

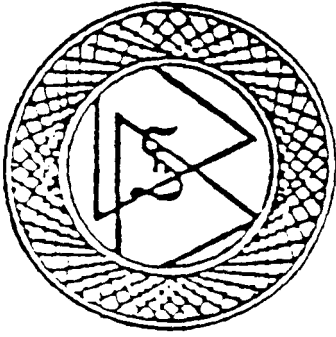
By *Heba C. Joubert*  
Its President

By *Nicholas F. McNaughton*  
Its Secretary

\_\_\_\_\_  
( Name of Church)

By *Carl Martin*  
Its ~~President~~ Director

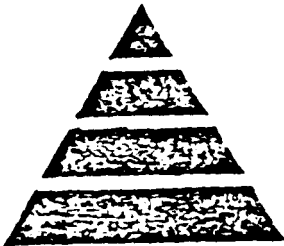
By \_\_\_\_\_  
Its Secretary



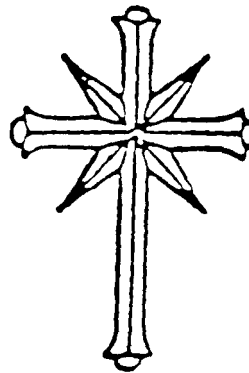
S & R DESIGN



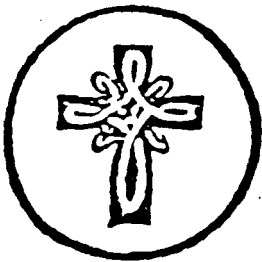
DIANETICS SYMBOL WITH DIANETIK



DIANETICS SYMBOL



SCIENTOLOGY CROSS (POINTED)



THE MINISTER'S MEDALLION AND PIN



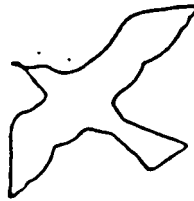
SCIENTOLOGY

SCIENTOLOGY CROSS (POINTED)

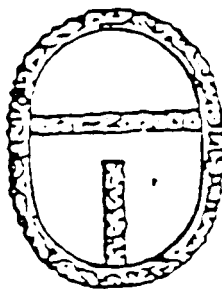
WITH SCIENTOLOGY



CAR BADGE "S"



SEAGULL SYMBOL



OT SYMBOL IN WREATH



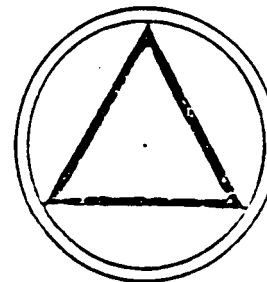
PROFESSIONAL TR'S COURSE SYMBOL



PROFESSIONAL TR'S COURSE SYMBOL

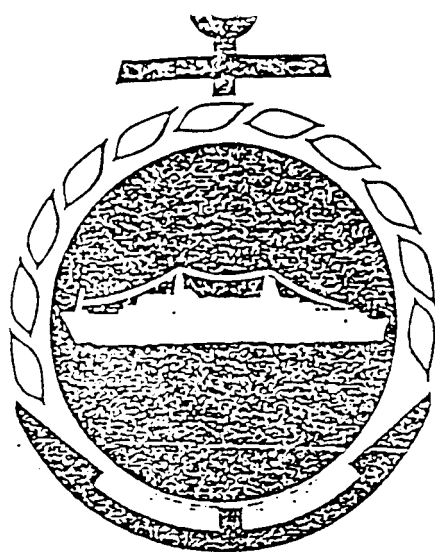


SOLO AUDITOR PIN

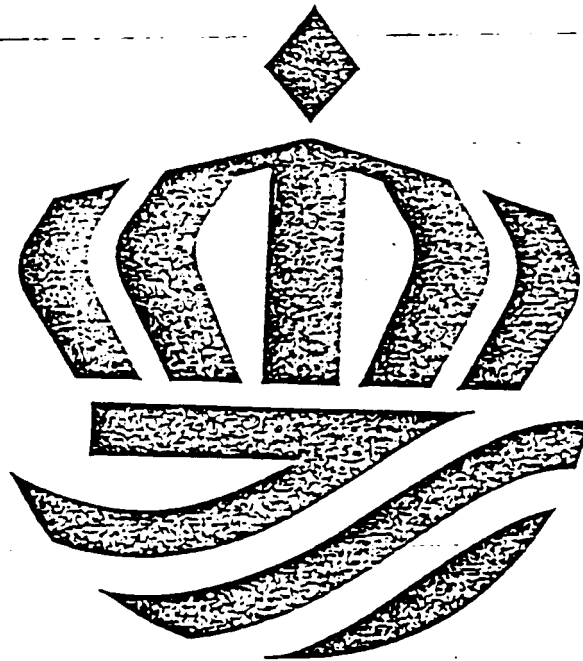


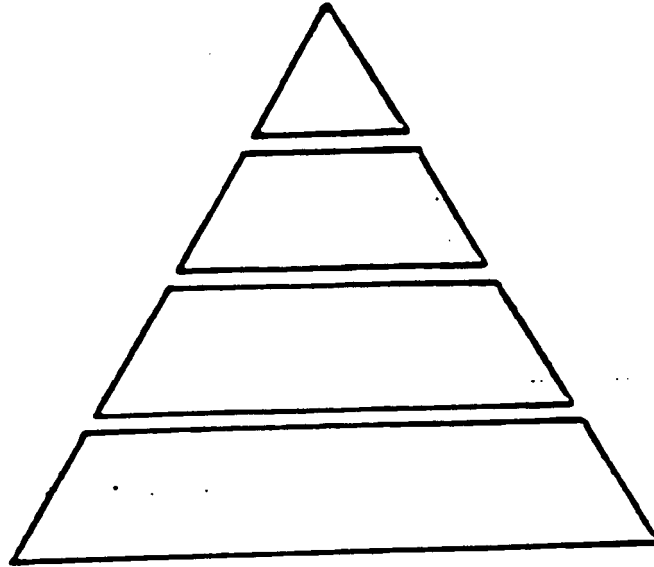
NEW WORLD CORP LOGO





*Freerwinds*

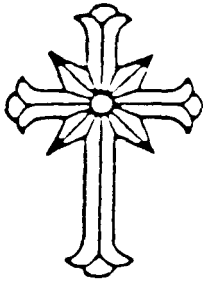




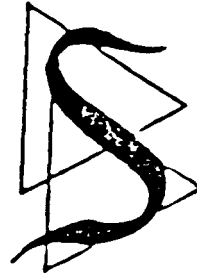
OPEN DIANETICS TRIANGLE



CL 4 ORG SYMBOL



SCIENTOLOGY CROSS (POINTED)



SCIENTOLOGY SYMBOL



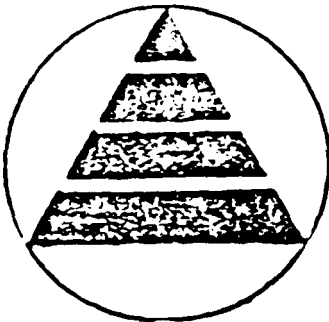
SEA ORGANIZATION

SEA ORG SYMBOL  
WITH SEA ORGANIZATION



DIANETICS

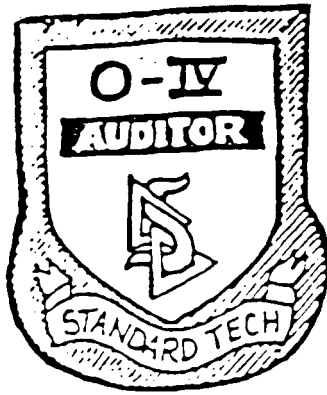
DIANETICS SYMBOL  
WITH DIANETICS



DIANETICS SYMBOL  
IN A CIRCLE DEVICE



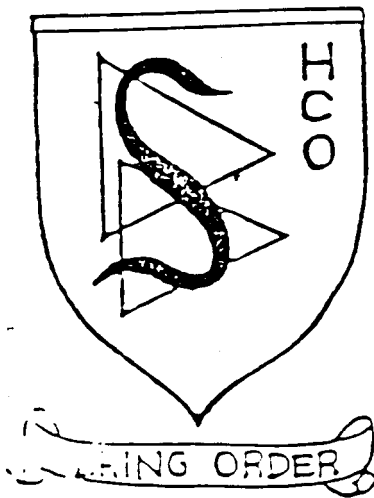
MARK VI SYMBOL



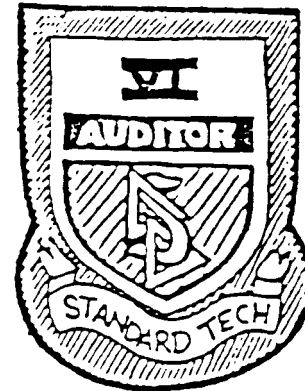
CLASS IV BADGE



SCIENTOLOGY SYMBOL



HCO BADGE



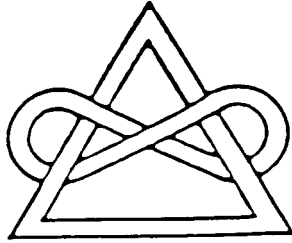
CLASS VI BADGE



STAR AND WREATH SYMBOL

A handwritten signature in cursive script, appearing to read "L. Ron Hubbard".

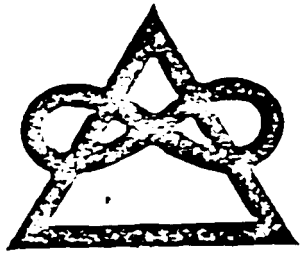
L. RON HUBBARD SIGNATURE



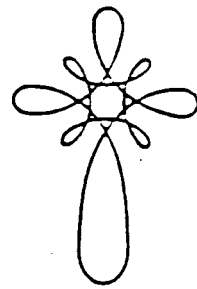
DISTRIBUTION DIVISION SIX BADGE



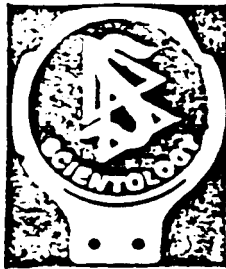
E-METER SYMBOL



DISTRIBUTION DIVISION SIX BADGE



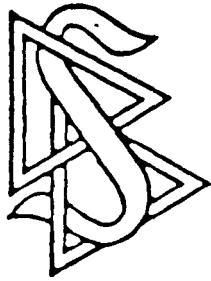
SCIENTOLOGY CROSS (ROUNDED)



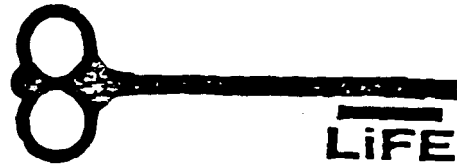
CAR BADGE



CLASS 0-IV BADGE



SCIENTOLOGY SYMBOL



HUBBARD KEY TO LIFE SYMBOL



SEA ORG SYMBOL



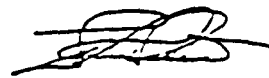
SCIENTOLOGY

SCIENTOLOGY SYMBOL  
WITH SCIENTOLOGY

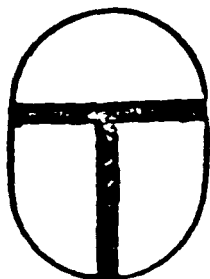
DIANETICS



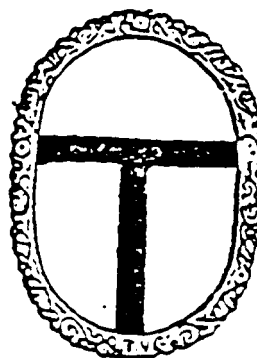
DIANETICS WITH SEA ORG SYMBOL



L. RON HUBBARD SIGNATURE



OT SYMBOL



OT SYMBOL IN WREATH



RELEASE PIN



SEA ORG SYMBOL



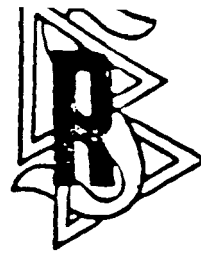
E-METER SYMBOL



OT SYMBOL



LRH DEVICE



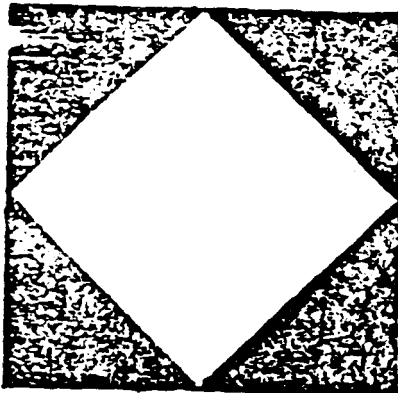
RELEASE PIN



CLASS VI BADGE



HCO/HASI BADGE



BASIC STUDY MANUAL SYMBOL



HCO BADGE



SCIENCE  
ADVANCE!  
CENTRE  
CELEBRITY  
THE AUDITOR  
REALITY  
HQS  
CAUSE  
SCIENTOLOGY (IN CHINESE)  
DIANETICS (IN CHINESE)  
SCIENTOLOGY (IN KOREAN)  
DIANETICS (IN KOREAN)  
SCIENTOLOGY (IN ARABIC)  
DIANETICS (IN ARABIC)  
OT  
FALSE PURPOSE RUNDOWN  
ARC STRAIGHTWIRE (IN KATAKANA)  
THE BRIDGE (IN KATAKANA)  
SUNSHINE RUNDOWN (IN KATAKANA)  
NED (IN KATAKANA)  
HUBBARD (IN KATAKANA)  
HAPPINESS RUNDOWN (IN KATAKANA)  
SCIENTOLOGY (IN KATAKANA)  
DIANETICS (IN KATAKANA)  
SCIENTOLOGI  
BOOK ONE  
BOOK 1  
LIFE REPAIR  
GRADE 0  
GRADE I  
GRADE II  
GRADE III  
GRADE IV  
SOLO AUDITOR  
ACADEMY LEVELS  
SCIENTOLOGIST

FREEWINDS

MAJESTIC

## TRADEMARKS

(word marks)

L. RON HUBBARD  
STANDARD DIANETICS  
SCIENTOLOGY  
DIANETICS  
HASI  
COMMUNICATION MAGAZINE  
HUBBARD  
SUNSHINE RUNDOWN  
ARC STRAIGHTWIRE  
HAPPINESS RUNDOWN  
NED  
DIANETIK  
LRH  
APPLIED PHILOSOPHY  
HCO  
HRD  
E-METER  
CELEBIRTY CENTRE  
SCIENTOLOGI  
LA SCIENTOLOGIE  
LA DIANETIQUE  
DIANETICS (IN GREEK)  
SCIENTOLOGY (IN GREEK)  
DIANETICA  
OYOTETSUGAKU (APPLIED PHILOSOPHY)  
DIANETIKA  
DIANETIKK  
SCIENTOLOGIE  
DIANETIQUE  
CIENCILOGIA  
ABILITY  
DIA-NETICS  
LRH SCIENTOLOGY  
MSH SCIENTOLOGY  
CIENTOLOGIA  
SCIENTOLOGY (IN HEBREW)  
DIANETICS (IN HEBREW)  
CENTRO DE CELEBRIDADES  
SCIENTOLOGY (IN URDU)  
UNDERSTANDING  
DIANETICS (PUNJABI)  
SCIENTOLOGY (PUNJABI)  
SCIENTOLOGIA  
THE BRIDGE  
DIANETICS (IN URDU)  
METHOD ONE  
DIANETICS (IN HINDI)  
SCIENTOLOGY (IN HINDI)  
HCO SCIENTOLOGY  
SCIENTOLOGY E-METER  
STUDENT HAT

*[Handwritten signature]*  
①

ENROLLMENT AGREEMENT  
(All Services Excluding Div 6 Basic Courses)

To be completed by applicant:

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

of \_\_\_\_\_

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

am applying for spiritual counseling (Auditing/Training) from  
Church of Scientology \_\_\_\_\_ (Church)

Service applied for: \_\_\_\_\_

I have read, understood and agree with the Information Sheet attached hereto and the contents of this Enrollment Agreement. I acknowledge and understand that the Sheet and this Agreement explain the basis upon which the services of Auditing and training are delivered by the Church.

1. I am fully aware that Scientology is the name of a religion, and that any and all gains and benefits claimed by the Church are spiritual and religious in nature, and that the terms "Scientology" and "Dianetics" R are used by the affiliated and authorized organizations of the Church of Scientology to identify and distinguish their services and products. I agree that I will not use these terms, or any other service marks or trademarks of the Church of Scientology, in connection with the services or products, unless there is a written license agreement granting me permission to do so.

2. The writings of L. RON HUBBARD ("LRH") are a record of observation and research by him into the nature of the human spirit and condition. These writings contain a guide intended to assist persons to become more aware of themselves as persons, restoring respect for self and others, and not for treating or diagnosing ailments of the body nor for engaging in teaching or practicing medical arts or sciences. The Church and all affiliated organizations which promote, follow and practice Scientology applied religious philosophy, Dianetics technology and the writings

of LRH, make no claims that the nature or purpose of the Auditing or training will have any particular effect on any particular person. The gains and successes of any individual are solely determined by his or her own personal experiences.

3. I do and shall rely solely on the Church (the single organization specifically involved) alone, without the participation of any other person or entity, for the ethical and proper delivery of services relating to Scientology applied philosophy or Dianetics technology.

4. I understand that LRH is the founder of the Scientology religion.

5. I hereby give up the right to any claim or cause of action against any successor of LRH, the Church, all other Scientology organizations and the respective heirs, agents, employees, representatives, predecessors, successors, assigns and affiliates of all of them, arising out of or in any way connected with the Auditing or training including but not limited to any claims which may not be covered by this Agreement and the attached copy of the Information Sheet. I agree to indemnify and hold harmless all of the foregoing persons and entities from any loss or liability, including attorney's fees.

6. I will participate in the services of the Church in an honest effort to attain increased awareness and ability through its tenets and practices. I am not attempting to investigate, attack, injure or weaken the Church, its practices, its members, its Founder or any other Scientology organization. I understand that I am not permitted to see the preclear (PC) folder bearing my name and that the PC folder is not my property.

7. I understand and agree that donations and offerings made under this agreement are refundable or repayable only in accordance with the policies of the Claims Verification Board. Applications for refunds must be made within three (3) months from the last day of the auditing/training rendered.

8. I agree that any claim, dispute or controversy I may have with the Church arising out of or relating to any Scientology or Dianetics services or activities shall be submitted in writing to the International Justice Chief ("IJC"), (who shall decide the matter in accordance with the religious doctrines of the Church including Scientology justice procedures. I understand that in the event that I am unhappy with the decision of IJC that I may have recourse to other ecclesiastical justice procedures described in the policy of the Church.)

(IN NO EVENT SHALL SUCH CLAIM OR CONTROVERSY BE SUBMITTED TO A COURT FOR JUDICIAL DETERMINATION AS THE PARTIES UNDERSTAND THAT SUCH MATTERS ARE RELIGIOUS IN NATURE.)

9. I have read this Enrollment Agreement, together with the Information Sheet, and I fully and completely understand its

contents and I have relied solely thereon. I have received an explanation of this Agreement from a representative of the Church and was given an opportunity for questions. There have been no representations made to me which are inconsistent with this Enrollment Agreement or the Information Sheet.

10. I attest that:

- a. I do not have a criminal record for felony.
- b. I have no record of being committed in any institution; further I have never had shock, chemical or other psychiatric therapy.
- c. I have never gone to the press unfavorably about the Scientology religion.
- d. I have never tried or threatened to sue or filed suit against LRH, or any Scientology Church or organization.
- e. I have never been denied counseling by the Church for reasons of my past history or for family connections with media, police or government organizations.
- f. I am not terminally ill.
- g. I have not been coerced or pressured by any person or persons to sign this form.
- h. I am not studying the Scientology religion to procure data or evidence for another organization.
- i. I have not misrepresented any of the foregoing in order to receive Auditing or training at this or any other Scientology or Dianetics organization.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature of Parent or  
Guardian if a Minor)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Church)

By \_\_\_\_\_

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