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LICENSE AGREEMENT

INTERNATIONAL HUBBARD[®] ECCLESIASTIC LEAGUE OF PASTORS/FIELD AUDITORS (Marks)



THIS AGREEMENT is made this _____ day of _____, 198____, by and between:

INTERNATIONAL HUBBARD ECCLESIASTIC LEAGUE OF PASTORS, a California non-profit religious corporation (hereinafter referred to as "IHELP") and

NAME _____ CLASS OF AUDITOR _____
Please print First name Last name

ADDRESS _____ PHONE _____
City, Town

STATE PROVINCE COUNTY _____ COUNTRY _____

(hereinafter referred to as "AUDITOR").

Active in the field *Check one*
Inactive in the field

RECITALS

A. Religious Technology Center, a California non-profit religious corporation (hereinafter referred to as "RTC"), was formed to be the protector of the Scientology[®] religion 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 Scientology religion, 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 applied religious philosophy and the organizations formed for the purposes thereof hereinafter are referred to as "the Scientology Scriptures").

B. Church of Scientology International, a California non-profit religious corporation (hereinafter referred to as "CSI") is the Mother Church and the highest ecclesiastical authority of the Scientology religion, and has been and is committed and dedicated to the advancement and dissemination of the Scientology religion in accordance with the Scientology Scriptures.

C. RTC is the owner by assignment from LRH of certain service marks and trademarks formerly owned by LRH and pertaining to the Scientology religion, DIANETICS[™] spiritual healing technology, SCIENTOLOGY applied religious philosophy, and organizations and operations related thereto, including 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 and CSI have entered into a formal agreement granting CSI and the organizations of the Scientology religion under the ecclesiastical supervision and control of CSI the right to use the Marks in connection with services.

F. IHELP is the religious organization which was established by CSI to ensure that auditors, particularly those engaged in field

auditing, maintain the high ethical and technical standards expected of Scientology ministers.

G. IHELP and CSI have entered into a formal agreement under which IHELP and the field auditors of the Scientology religion have been granted the right to use the Marks in connection with services.

H. AUDITOR wishes to use the Marks in connections with AUDITOR's activities as a field auditor, under the direct supervision of IHELP and subject to the supervision and control of RTC and CSI.

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. IHELP, with the approval of RTC and CSI, grants to AUDITOR, as an individual minister or religious practitioner, the right to use each of the Marks in connection with field auditing services pertaining to the Scientology religion rendered by AUDITOR, personally.

b. This grant extends to all activities of AUDITOR with respect to field auditing and permitted training in the Scientology religion (pursuant to the Scriptures) that are under the ecclesiastical supervision and control of CSI and the managing authority of IHELP, so long as AUDITOR 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, and recognition and acceptance of CSI and IHELP as administrative supervisors with respect to all field auditing.

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

a. As consideration for the grant herein made, AUDITOR promises to 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, AUDITOR acknowledges, as a condition of this license, AUDITOR's 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 Scientology religion 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 pertaining to field auditing, 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 I HELP.
- b. I HELP shall have the right to disseminate standards, specifications and guidelines for the proper use and display of the Marks, and AUDITOR shall follow and abide by all such standards, specifications and guidelines. All standards, specifications and guidelines pertaining to field auditing that are presently in use under the auspices of LRH or CSI shall remain in effect until changes are disseminated by RTC, CSI or I HELP.
- c. AUDITOR shall not engage in any activity that is in conflict with or hostile to the Scientology Scriptures, Churches and Missions of Scientology, 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 Scientology religion, or the approved services of SCIENTOLOGY applied religious philosophy and DIANETICS spiritual healing technology.
- d. CSI, RTC and I HELP shall have the right to monitor all operations of AUDITOR 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 I HELP may, if they ever deem it necessary or advisable, require AUDITOR to engage in further study or processing to correct any deviation from the standards, specifications or guidelines of this Agreement, and AUDITOR shall pay for all of costs of corrective action.
- f. CSI has and shall retain the right to supervise all activities of AUDITOR with respect to field auditing through its normal lines of supervision. In this respect AUDITOR expressly agrees that all AUDITOR's field auditing activities are subject to administrative and technical supervision by the Church of Scientology Class IV organization having responsibility for the geographical area in which AUDITOR engages in field auditing.

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 NED™ refined spiritual healing technology, 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 Scientology religion 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 12½ 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 relationships 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, CSI and I HELP are responsible for the enforcement of rights under the Marks against any unauthorized or improper use. AUDITOR shall report to I HELP all unauthorized or improper use that come to AUDITOR's 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 I HELP, CSI or RTC.

6. Indemnity and Disclaimer

- a. AUDITOR acknowledges AUDITOR's 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 AUDITOR will not make any claim against RTC, CSI, LRH, I HELP, or any person associated with RTC, CSI, LRH or I HELP. AUDITOR shall indemnify and hold harmless RTC, LRH, CSI, I HELP 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 by AUDITOR, or relate to or arise from any of the services or products associated with the Marks by AUDITOR.
- 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 I HELP 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. AUDITOR hereby acknowledges and agrees to the disclaimer of the preceding paragraph.
- d. AUDITOR shall require all individuals who receive auditing services under the Marks to sign a disclaimer in the form attached as Exhibit B.

7. Names and Ownership

AUDITOR acknowledges and agrees that:

- a. This Agreement rescinds and replaces all previous agreements with respect to the Marks, and AUDITOR 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 AUDITOR, and all use by AUDITOR of any of the Marks, 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, AUDITOR 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 and remain in effect for as long as AUDITOR continues to be licensed to use the Marks, and shall be terminable by RTC, CSI and I HELP for cause, subject to arbitration as provided herein. At its discretion, RTC may immediately suspend the right of AUDITOR to use any of the Marks pending arbitration, if 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. 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 Scientology religion 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 Sci-

entology. 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 I HELP, subject to the decisions in arbitration, shall have the authority to assess and collect monetary fines from AUDITOR in amounts that are commensurate with the circumstances.
- d. If AUDITOR ever engages in or condones propaganda against the Marks, the religion or organizations of Scientology, LRH, or I HELP, or if it conducts itself in such a way as to endanger the name or repute of RTC, CSI, LRH, or I HELP, or involves RTC, CSI, LRH or I HELP or any of their agents in public litigation, this license is subject to cancellation.

9. Registrations and Recordings

Upon the request of RTC, AUDITOR shall execute and deliver to RTC any 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. AUDITOR shall assign to RTC or cancel (at RTC's option), any registrations or agreements of AUDITOR 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 or 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 AUDITOR, as an individual and the rights and obligations hereunder shall not be assignable or otherwise transferable by AUDITOR, in whole or in part, without the prior written approval of I HELP. In the event of any attempted assignment or transfer by AUDITOR of its rights under this Agreement, whether voluntary or involuntary, all rights of 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 I HELP.

INTERNATIONAL HUBBARD ECCLESIASTIC
LEAGUE OF PASTORS/FIELD AUDITORS

BY ITS PRESIDENT _____

BY ITS SECRETARY _____

SIGNATURE OF AUDITOR _____ X

SCIENTOLOGY®

EXHIBIT A

DIANETICS®

NED®

**HAPPINESS
RUNDOWN®**

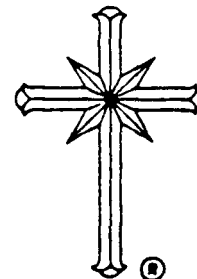
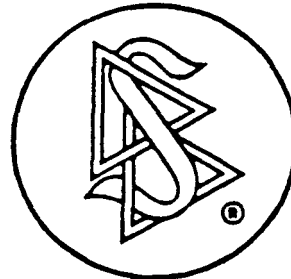
HQS™

BOOK ONE™

BOOK 1™

**ARC
STRAIGHTWIRE®**

METHOD ONE®



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When you have filled out this form, please promptly return it to your local Scientology Organization Field Control Secretary, or Office of Special Affairs, or mail direct to:

I HELP
1340 N. Berendo St.
Los Angeles, CA 90027, U.S.A.
Phone (213) 668-2678.

ENROLLMENT AND DISCLAIMER FORM
(with waiver)
FOR FIELD PRECLEARS/STUDENTS

To be completed by applicant (in triplicate)

I _____ (full name)

of _____

_____ (address)

agree to participate in the following Service offered by _____ (hereinafter "Field Auditor")

Service _____

My participation is based upon the following:

If starting a Dianetics™ Service:

1a. I understand that the spiritual healing technology of Dianetics is based upon the writings and recorded spoken words of L. RON HUBBARD and that these constitute the Scriptures of the religion. I further understand that Mr. HUBBARD is not an officer, director or employee of the CHURCH.

or if starting a Scientology® Service:

1b. I understand that the Scientology religion is based upon the writings and recorded spoken words of L. RON HUBBARD and that these constitute the Scriptures of the religion. I further understand that Mr. HUBBARD is not an officer, director or employee of any Church of Scientology nor is he in any way connected with the Field Auditor.

2. I further understand that the above named Service is a religious Service of the Scientology religion, and that the terms "Scientology" and "Dianetics" are used by the Field Auditor to identify and distinguish Services delivered by him.

3. I understand that any benefits which I may derive from participation in the Service will be spiritual and religious and can be realized only as the result of exact adherence to and understanding of the Scriptures. In other words, I will get out of the Service that which I put in.

4. I REPRESENT THAT MY PURPOSE IN PARTICIPATING IN THE SERVICE IS EXCLUSIVELY RELIGIOUS AND SPIRITUAL, AND THAT I HAVE NO OTHER PURPOSE OR EXPECTATION THAN THAT I WILL OBTAIN RELIGIOUS AND SPIRITUAL BENEFITS FROM THE SERVICE. No individual or organization has made any claim that the nature or purpose of the Service or the benefits I will derive from the Service exceed my understanding of them as stated herein.

5. I rely solely upon the Field Auditor and not upon any other person or organization, for the ethical, lawful and proper delivery of the Service.

6. I waive any claim against L. RON HUBBARD, the Field Auditor, all Scientology organizations, and their agents, employees, affiliates, which is in any way inconsistent with the foregoing, and will hold them harmless from any related or resulting cost or liability, including attorneys' fees. I agree that any dispute with the Field Auditor, which cannot be resolved amicably, shall be submitted to the Scientology International Justice Chief, whose decision shall be binding.

7. I understand that the Field Auditor relies upon my above stated understandings and agreements in determining that I am qualified to participate in the Service.

I have voluntarily executed this Agreement this _____ day of _____, 19 _____

Signature of Applicant _____

Signature of Parent or
Guardian if a Minor _____

CONTRACTS RELLECTING CERTAIN RELIGIOUS DOCUMENTS

This agreement made this _____ day of _____ 198____ by and between International Hubbard™ Ecclesiastic League of Pastors

(the "IHELP") and _____ (the "Field Auditor").

WITNESSETH: WHEREAS, the Field Auditor is a minister of the Scientology® religion,

WHEREAS, the Field Auditor maintains certain files, hereinafter referred to as the "Files", which include confidential religious and ecclesiastical information about parishioners,

WHEREAS, I HELP has ecclesiastical authority with respect to Field Auditors,

WHEREAS, Church of Scientology International (the "Mother Church") is the Mother Church of the Scientology religion and the senior Church of the hierarchical Church of Scientology (the "hierarchical Church"),

WHEREAS, I HELP recognizes the ecclesiastical authority of the Mother Church and the Field Auditor recognizes the ecclesiastical authority of I HELP and of the Mother Church,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE OF THE COVENANTS AND AGREEMENTS OF THE PARTIES HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This agreement is intended to be and shall be legally binding upon and enforceable by I HELP and the Field Auditor.

2. The Files include all of the following now and hereafter held by the Field Auditor, whether prepared by the Field Auditor or delivered to the Field Auditor by any other Field Auditor or by any Scientology Mission or Church of Scientology:

a. The documents known in Scientology terminology as "Preclear Folders" or "PC Folders", and as further defined under the term "folder" in the "Dianetics and Scientology Technical Dictionary",

b. The documents known in Scientology terminology as "Ethics Files", and as further defined under the term "Ethics Files" in the "Modern Management Technology Defined",

c. The documents known in Scientology terminology as "Student Folders" and as further defined under the terms "Student File" and "Student Folder" in the "Modern Management Technology Defined",

d. The documents known in Scientology terminology as "Central Files". This includes mailing lists, and as further defined under the terms, "Central Files" and "Central Files Folder" in the "Modern Management Technology Defined".

3. The Field Auditor and I HELP understand, agree and declare that the Files constitute documents of a religious and ecclesiastical nature which:

a. Are essential to the accomplishment of the religious purposes of the hierarchical Church,

b. Contain information about individual Scientologists™ which may only be used and divulged in strict accordance with the doctrines, tenets and policies of the Scientology religion as set forth in the Scriptures of the religion,

c. Have no legitimate purpose or use whatsoever save and except the religious purposes and uses of the hierarchical Church,

d. Are essential to the realization by individual Scientologists of the spiritual awareness and ability which may only be realized through the religious services provided by the hierarchical Church,

e. Are held in trust by the Field Auditor for the benefit of the hierarchical Church.

4. The Field Auditor represents and warrants that the Files are not, have never been and will never be represented to be or treated as assets or property of the Field Auditor on any financial statement, records or books of account, or otherwise.

5. The Field Auditor covenants and agrees that the Field Auditor:

a. Will hold, use and dispose of the Files solely and exclusively in trust for the hierarchical Church and in accordance with the doctrines, tenets and policies stated in the Scriptures of the religion;

b. Will under no circumstances transfer custody or control of the Files or any of them to any organization or individual other than a Church of Scientology, a Scientology Mission, a Field Auditor or the duly authorized holder of an ecclesiastical post in a Church or Scientology Mission; and will transfer custody or control of the Files or any of them to any such Church, Mission or individual only if the Church, Mission or individual is in good standing with I HELP and CSI.

6. The Field Auditor covenants and agrees that should the Field Auditor cease to be in good standing with I HELP then upon request of I HELP or CSI the Field Auditor shall promptly deliver the Files, or any one or more of them designated by I HELP or CSI, to any Scientology Mission to any Church of Scientology, to any Field Auditor or to any Ethics Officer designated by I HELP or CSI.

7. The Field Auditor covenants and agrees that upon request of I HELP or CSI it shall promptly inform I HELP or CSI as to the whereabouts or transferee of any one or more or all of the Files in its possession or previously held in its possession.

8. I HELP covenants and agrees that any of the Files received by I HELP from the Field Auditor, and any like documents received by I HELP from any other source, shall be held by it solely and exclusively in trust for the hierarchical Church, and shall be used and disposed of by it in strict accordance with all applicable doctrines, tenets and policies stated in the Scriptures of the religion.

9. I HELP covenants and agrees that it will cause to be transferred to the Field Auditor all PC Folders, Ethics Files, Student Folders and Central Files relating to all parishioners who become parishioners of the Field Auditor to be held and used by the Field Auditor subject to and in accordance with the foregoing.

10. I HELP and the Field Auditor agree that any dispute arising under this contract shall be resolved by the International Justice Chief of the Mother Church that each and every determination by such International Justice Chief:

a. Shall be absolutely and conclusively binding upon both I HELP and the Field Auditor;

b. Shall not be subject to review or redetermination in any other forum whatsoever;

c. May be reduced to judgement by any civil court of competent jurisdiction.

11. This agreement shall terminate upon delivery by the Field Auditor of all of the Files to I HELP.

12. This agreement shall terminate in the event the Field Auditor shall cease to be in good standing with I HELP, provided, however, that the obligations of the Field Auditor under paragraphs 5, 6 and 7 and the provision of paragraph 10 shall survive such termination.

13. Unless sooner terminated under paragraph 11 or paragraph 12, this agreement shall continue for 10 years after the date first above set forth.

In Witness Whereof I HELP and the Field Auditor have executed this Agreement on the day and year first set forth above.

International Hubbard Ecclesiastic League of Pastors

By its _____

Field Auditor _____

Scientology, Scientology symbol, Scientologists, Hubbard and Dianetics are trademarks and service marks owned by Religious Technology Center and are used with its permission. PRINTED IN USA.