

**IT'S ALL MADE UP, INC.
AGREEMENT AND LICENSE FOR THE PRESENTATION
OF THE BIGGER GAME AND MATERIALS**

For use of Materials with Permission of It's All Made Up, inc.

Parties

THIS AGREEMENT is made effective on _____ between IT'S ALL MADE UP, INC. (IAMU) a California corporation, and _____ (Contractor), and will expire one calendar year from the date of signing of this agreement.

Recitals

- A. IAMU has developed and created an innovation model, the Bigger Game (IAMU Intellectual Property).
- B. IAMU holds the right to use and to grant licenses or sublicenses for others to use IAMU Intellectual property.
- C. IAMU desires to grant, and contractor desires to acquire, the right to produce the 2-Day Bigger Game Workshop and/or Half-Day Training and to acquire a license to do so.

Terms of Agreement

1. Overall Framework and Philosophy

The Bigger Game is an innovation model. It is a change model. It is designed to challenge you, to call you forth to be your very best. Compliance by licensed contractors with said principles, connections and context, including the proper use of IAMU Intellectual Property, enhances and promotes the established goodwill and widespread acceptance of the Bigger Game and is an essential underlying premise of this Agreement.

2. License Grant. IAMU hereby grants to Contractor a restricted non-exclusive right, license, and privilege ("License"), in accordance with the provisions of this Agreement:

- a. to produce Bigger Game 2-Day Workshops (Permitted Course(s)).
- b. to produce Bigger Game Half-Day Trainings (Permitted Course(s)).
- c. to advertise to the public, within the limitations set forth herein, that certain materials incorporated into the Bigger Game are being used "with permission of It's All Made Up, inc."; and
- d. to adopt and use, but only in connection with the presentation of the Bigger Game and only to the extent herein specified, Bigger Game materials and methods and other IAMU Intellectual Property, as IAMU shall designate.

3. Course Presenters (Leaders). Must be IAMU-Approved. Contractor expressly acknowledges and agrees that IAMU-approved personnel must deliver all Bigger Game 2-Day Workshops and Half-Day Trainings. Permitted Course leaders will be identified and approved by IAMU at the time of execution of this Agreement.

Sole Responsibility of Contractor. Contractor acknowledges and agrees that the engagement of Permitted Course leaders, including all compensation therefor, will be the sole responsibility of Contractor; and that IAMU shall have no liability therefor, either to Contractor or to the engaged individual(s).

4. Course Materials and Methods; Use in a Permitted Course. Contractor acknowledges that (s)he (or it) has acquired certain written materials embodying the BG training method and technique, from Contractor's own participation in an approved BG course and/or from written materials otherwise published and disseminated by IAMU, which materials and/or methods Contractor contemplates utilizing in the presentation of the Permitted Course(s). Contractor acknowledges that IAMU will provide course materials for each participant of a Bigger Game 2-Day Workshop and/or a Bigger Game Half-Day Training. The fee(s) for course materials are described in 6.a. below.

5. Advertising. In advertising Permitted Course(s), as licensed and permitted herein, Contractor may refer to the fact that certain included materials and/or methods, BG materials, are being utilized “with permission of It’s All Made Up, inc.,” as IAMU shall agree at the time of execution of this Agreement. Contractor is expressly prohibited from in any way stating or suggesting that the Permitted Course(s) are endorsed or subject to oversight of IAMU; and at IAMU’s request Contractor shall include an express disclaimer to this effect in any advertising or other written materials pertaining to the Permitted Course(s).

6. Materials Fee/Intellectual Property Fee.

a. Obligation; Amount.

Materials Fee

2-Day Workshop — \$35 USD per participant. Price includes the Bigger Game full-color playbook, rubik's cube, and reference laminate for each participant.

Half-Day Training — \$15 USD per participant. Price includes the Bigger Game full-color handout and reference laminate for each participant.

In addition, shipping charges for the above-mentioned course materials will be invoiced to you at cost.

Intellectual Property Fee

In addition to the above-mentioned *Materials Fee*, 5% of your gross receipts are due as an IP (*Intellectual Property*) fee. Gross receipts are defined as your total sales before deductions for any workshop expenses. The fee you send to IAMU is based on the "honor system."

B. Late Payment; Finance Charges. License fees/royalties not paid within thirty (30) days following the conclusion of the Permitted Course to which they pertain shall be subject to a finance charge of one percent (1%) per month until paid. Any other charges becoming payable under this Agreement and not paid within the period specified shall similarly bear a finance charge of one percent (1%) per month until paid.

7. Reports — Course Attendees. IAMU may, depending on the nature of the particular Permitted Course(s), request, and if so Contractor shall provide to IAMU, a list of the Course participants, including name, address, e-mail address (if any) and other contact information for each such participant.

8. Restrictions on Use and Handling of BG Course Materials and Other Intellectual Property. Contractor acknowledges that IAMU is the owner of all proprietary rights in and to the Bigger Game and that the information contained in the BG Course Materials constitutes confidential trade secrets. Contractor covenants and agrees that Contractor shall not appropriate, use, or duplicate any BG Course Materials, or other IAMU Intellectual Property, or any portion thereof, except specifically in connection with the production and presentation of the Permitted Course(s); and all tangible materials received from IAMU for the purpose of presenting the Permitted Course(s) shall be returned to IAMU promptly following the conclusion of the Course(s) for which provided.

9. Maintenance of Confidentiality. Contractor expressly agrees that Contractor shall not, without the prior written consent of IAMU, divulge or disclose to any person any of the BG Course Materials or other materials constituting or containing confidential IAMU Intellectual Property (specifically including, but not by way of limitation, Course designs); nor shall Contractor reprint or reproduce any such confidential materials, in whole or in part, for any purpose except as permitted by IAMU and in connection with the Permitted Course(s) for which the right to use has been expressly granted. This License expressly does not permit the conveyance or sublicense of any part of the BG Course Materials or IAMU Intellectual Property to any third party. This undertaking of confidential treatment shall endure beyond the termination of this Agreement.

10. Other Course Requirements. Contractor shall assure that any Permitted Course(s) shall be produced and delivered in a professional and businesslike manner; and Contractor shall comply with all applicable laws and ordinances and all rules, regulations, dictates and requirements imposed by any cognizant federal, state, or municipal agency, commission, or administrative body on any such Permitted Course or the production and delivery thereof.

11. Contractor Not an Agent or Joint Venturer of IAMU; Independent Contractor Status and Responsibility.

Contractor expressly acknowledges that this Agreement is not intended to create, nor does it create, any agency or joint venture relationship between IAMU and Contractor; and Contractor shall have no authority, express or implied, to act or

hold him-, her- or itself out as an agent of IAMU, for any purpose. Contractor is, and shall remain, an independent contractor, responsible, insofar as concerns IAMU, for all obligations incurred in connection with the presentation and delivery of the Permitted Course(s), including payment of all expenses and assumption of liability of and for all loss or damage to the premises in which a Permitted Course is conducted, including any personal property, equipment, fixtures or real property connected therewith, and for all claims or demands based on injury, illness or death of any person or persons, directly or indirectly, resulting from the delivery of any Permitted Course.

12. Breach; Early Termination.

- a. *By Contractor.* It shall be a breach of this Agreement by Contractor if Contractor shall make any unauthorized use of the IAMU Intellectual Property or shall fail to observe any of the terms, conditions and/or commitments imposed on or undertaken by Contractor in this Agreement which failure(s), individually or in the aggregate, shall in IAMU's reasonable judgment materially impede or impair the orderly functioning of IAMU, IAMU's business or public image or reputation. In the event of any such determination of breach, IAMU shall have the right to terminate this Agreement, without liability of any sort, on not less than fifteen (15) days' advance written notice to Contractor.
- b. *By IAMU.* It shall be a breach of this Agreement by IAMU if IAMU shall unreasonably impede Contractor's ability to perform as contemplated in this Agreement. In the event of any such breach by IAMU, Contractor shall have the right to terminate this Agreement on not less than fifteen (15) days' advance written notice to IAMU, remaining liable to IAMU only for sums payable to IAMU for events occurring prior to the breach and unpaid at the time of the breach.
- c. *Return of Materials Upon Breach or Other Termination.* In the event of unexcused breach, or upon the termination or expiration of this Agreement for any other reason, Contractor shall forthwith return to IAMU all BG Course Materials and any other material containing IAMU Intellectual Property, including trade secrets, operating instructions or business practices, previously furnished to Contractor hereunder; and shall discontinue all use of the BG System and its associated trade names, service marks and trademarks including any printed goods bearing or referencing such names or marks, or any reference to them.

13. Indemnification. If IAMU shall be subject to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Contractor, Contractor's employees or agents, or by reason of any act occurring in connection with Contractor's presentation and delivery of a Permitted Course, Contractor shall indemnify and hold IAMU harmless from and against all claims, actions, causes of action, judgments, settlements, penalties, and/or expenses, including attorneys' fees, court costs and other expenses of litigation or administrative proceeding, asserted against, incurred by or imposed upon IAMU in connection therewith, and including IAMU's investigation and/or defense thereof. At the election of IAMU, Contractor shall, at Contractor's expense, assume IAMU's defense of any such claim asserted against it.

14. Miscellaneous.

- a. *Incidents to Contractor's Status as an Independent Contractor.* Contractor shall provide or confirm to IAMU his, her or its Social Security or other federal tax identification number, as a part of Contractor's execution of this Agreement. Contractor shall in no event be entitled to any employee benefit or employee benefit plan offered by IAMU.
- b. *Non-Assignability.* Contractor may not assign his, her, or its rights or delegate his, her or its responsibilities under this Agreement to any other person, whether in whole or in part, whether voluntarily or by operation of law, or whether directly, indirectly, or contingently.
- c. *Gender; Pronouns.* Masculine and feminine references to the Contractor, in this Agreement, shall, in the event the Contractor is a non-natural (individual) person, be read, if necessary, as including the neuter gender, wherever the context logically so requires.
- d. *Notices.* All notices, requests, demands and other communications permitted or required under this Agreement to be given by one party to the other shall be given: (i) by hand, (ii) by mailing, via certified or registered first-class mail, postage fully prepaid, or (iii) by facsimile (followed by prompt mailing of a copy), to the recipient party as hereinafter set forth or at such subsequent address (and/or facsimile number) as, by notice given in accordance herewith, the recipient party shall have provided to the transmitting party:

To: It's All Made Up, inc.
12928 Bloomfield St.
Studio City, CA 91604 USA

To Contractor: *As set forth at the foot of this Agreement.*

- e. *Waiver of Breach.* The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.
- f. *Attorneys' Fees.* If any legal action is brought to enforce this Agreement, or any provision thereof, or otherwise arising out of this Agreement, the prevailing party shall be entitled, in addition to any other relief that may be granted, to an award of its reasonable attorney's fees and costs, as determined by the adjudicating tribunal in that action or in another action brought for the purpose.
- g. *Ceiling on Late Charges.* In the event the stated rate of any late charge or finance charge assessable under this Agreement is deemed to be in violation of any applicable legal rate, the said rate shall be reduced to the maximum allowed by such law.
- h. *Severability.* If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in force and effect and shall be interpreted insofar as possible to carry out the basic intent and integrity of this Agreement.
- i. *Complete Agreement.* This Agreement constitutes the entirety of the Agreement between the parties relative to the subject matter hereof, and supplants and supersedes any and all prior agreements, representations, warranties, promises or understandings, oral or written, with respect to said subject matter. The Agreement may be amended, altered, or modified only by a subsequent written instrument, signed by the party to be charged.
- j. *Construction; Applicable Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of California applicable to agreements entered into and to be performed within the said State.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first recited above.

For: It's All Made Up, inc.

Name: _____

Date: _____

For: CONTRACTOR:

Date: _____

Name: _____

Address: _____

Phone: _____

Fax: _____