

The American Academy of Etiquette, Inc.

License and Certification Agreement **(Live) Video Option**

Whereas, The American Academy of Etiquette has developed a Business Etiquette Training Program for presentation to businesses, organizations, government offices, and including but not limited to universities and is available in the following **Program Materials and Modules**:

Speaker Guide/Building Your Brand
Personal Branding
Communication Skills | Verbal & Non-Verbal
Emotional Intelligence
Art of Human Connection
Professional Appearance
Networking
Connecting the Generations
Service Staff Training
The Business Meal

Whereas, the Licensor desires to license these Program Materials and Modules to individuals and institutions (if so stated) for the sole purpose of the specified individual as the licensee to conduct training and corporate or institutional speaking engagements utilizing the unique and proprietary Program Materials and Modules provided in accordance with the terms of this licensing agreement.

Whereas, Licensor also includes a Certification Program that allows the individual and institution (if so stated) to become certified by The American Academy of Etiquette which includes many additional benefits and features of certification.

- 4 -6 hours of live video training
- Use of all curriculum powerpoint and participant handouts
- Training on customization of workshops and presentations
- Endorsement of their abilities to present the Program Materials and Modules
- Use of the American Academy of Etiquette logo and affiliation
- On-going support for one year
- All updates and revisions during the license period

Whereas, the Licensee desires to lease the Program Materials and Modules for use in business etiquette training opportunities and become certified by The American Academy of Etiquette to teach this proprietary educational series.

Whereas, the Licensee has elected to receive the educational training portion of the Certification personally conducted by Lisa Richey via live training.

Now therefore, in consideration of the premises, and the mutual promises contained herein, the parties agree as follows:

1. In conjunction with this License and Certification Agreement, the Licensee shall receive upon payment of the Licensing Fee the Program Materials and Modules for direct download and training.
2. It is understood and agreed that Licensee may conduct programs and/or offer consultant services as an independent consultant or employee of an institution in the areas of business etiquette and may use the Program Materials as a resource in conducting these etiquette programs, and may copy and make a limited distribution. Such use, copying and distribution shall be subject to the limitations on use as described in Section 4 below.
3. Licensee may advertise that they have been certified to teach the Program Materials of The American Academy of Etiquette as developed and provided.
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 - b. Licensee may use the logo and hyperlink to the The American Academy of Etiquette website in promoting educational and consulting services.
 - c. Except for inclusion of a brief quotation in a review or news story for publicity purposes (in the event Licensee is interviewed) where credit is given to Licensor, no part of the Program Materials shall be

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- f. Licensee may use the Program Materials to teach business etiquette programs to employees, individuals and groups or institutions. Licensee may not use the materials to train others to teach etiquette. Licensee shall not permit others to present or teach a program using all or part of the Program Materials.

Program Materials

- a. Licensee is granted a license to duplicate the Program Materials and distribute them to individuals being taught by Licensee for a period of 3 years from the date in which Licensee signs this Agreement. At the end of the 3 year program, Licensee will be mailed a renewal agreement to renew this license for an additional 3 years at the for a Renewal Fee of \$950.
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General

- a. Licensee acknowledges that The American of Etiquette is a registered trademark and no authorization is given to use The American Academy of Etiquette except when providing credit and except insofar as the mark appears on Program Materials which Licensee is authorized to reprint pursuant to this Agreement.
 - b. In the event it comes to Licensee's attention that a third party is improperly using, copying, or distributing the Program Materials in violation of the copyright or trademark rights of The American Academy of Etiquette, Licensee shall immediately notify Licensor in writing.
6. In the event Licensee should breach the terms and conditions of this Agreement, the rights, authorization and licenses granted herein shall immediately terminate. Upon such termination of this Agreement, Licensee shall return immediately to Licensor all Program Materials.
 7. Licensee shall pay Licensor the license and certification fee for (3) three years in the one time amount of \$4,400 for the Program Materials and Modules Components set forth above and the elected certification training method.
 8. All costs of training and certification are included in the fee noted in Item 7 above.
 9. In the event Licensor must engage an attorney to enforce its rights under this Agreement, it shall be entitled to recover reasonable attorney fees.

10. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

11. This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

12. This Agreement is exclusive to Licensee and Licensee shall not sell, assign, or sublicense any of the rights, authorizations or permission granted herein.

13. No modification or cancellation of any term or condition of this Agreement shall be effective unless agreed upon and signed in writing by both parties.

Licensee agrees that they have read and understand the terms and conditions of the Licensing and Certification Agreement and will abide by these terms.

End of Agreement