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Non- Exclusive License and Certification Agreement

Whereas, AAE has developed and owns its proprietary **The Manners to Go™** program and an Etiquette Training Program titled *The Manners To Go Train To Be an Etiquette Instructor* for children ages 4 through 18 years of age and is available in the following Program Components:

Preschool

Elementary School

Middle School

High School

Whereas, AAE desires to license these Program Materials to individuals and institutions for the sole purpose of teaching children and teenagers etiquette from the unique and proprietary Curriculum, Lesson Plans, and Handouts.

Whereas, AAE also provides a Certification Program that allows individuals and institutions to become certified by The American Academy of Etiquette which includes many additional benefits and features of certification including:

- All Curriculum, Lesson Plans and Handouts
- Use of the Manners To Go™ logo and affiliation
- Advice for Marketing Program
- Four hours of 1.1 training in presenting and teaching the Program
- All updates and revisions during the License period

Whereas, the Licensee desires to use the Program Materials in educating children ages 4 through 18 in the area of, but not limited to, social etiquette, dining skills and manners and to become certified by The American Academy of Etiquette to teach this proprietary educational series.

Manners Instruction • Etiquette Certification • Educational Programs

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

1. Licensed Materials. In conjunction with this License and Certification Agreement, the Licensee shall receive electronically the following Program Materials for the requested Program Components indicated below:

A. Lesson Plans

- Curriculum for Preschools
- Curriculum for Elementary School Students
- Curriculum for Middle School Students
- Curriculum for High School Students

Activity Books

- Activity Books for Preschool Students
- Activity Books for Elementary School Students
- Activity Books for Middle School Students
- Activity Books for High School Students

B. Additional Materials

- The color and use Manners To Go color and use placemat file
- Logos for reprint purposes
- Certification by The American Academy of Etiquette
- Marketing and Advertising Guidelines

- C. Licensee is entitled and will receive all upgrades and future revisions to the Program Materials that are published during the license period.

2. Term. This agreement shall be binding for three years from the Effective Date. Subject to Section below, the term can be renewed for an additional 3 years with Notice and payment to AAE prior to original Term.
3. Fee. The fee for the Certification and Licensed Materials is \$2595. Materials shall be supplied within seven days of receipt of full payment.

- D. Licensee can renew this Agreement with Notice to AAE within 15 days of the expiration of the Term for an additional three years at the cost of \$750.
4. Scope of License. Subject to the restrictions set forth in herein, it is understood and agreed that Licensee has the non-exclusive right to use the Materials as a resource to conduct programs and/or offer consultant services as an independent consultant in the areas of etiquette and dining skills for children ages 4-18.
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- i. Licensee may use the Program Materials to teach etiquette programs to individuals and groups. Trainee may not use the materials to train others to teach etiquette. Trainee shall not permit others to present or teach a program using all or part of the Program Materials.
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 - Licensee is not an agent, employee, affiliate or otherwise legally connected to AAE.
 - Licensee may advertise Licensee has completed the certification process to teach the *Manners To Go Train To Be an Etiquette Instructor Program* as developed by Manners To Go™ and The American Academy of Etiquette.
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10. General Indemnity. Licensee agrees to defend, indemnify and hold AAE harmless from and against any and all claims, demands, liabilities, obligations, costs and expenses of any nature whatsoever arising out of or based upon the use of the Materials by Licensee, with the exception of claims of trademark or copyright infringement.
11. Attorney's Fees. In the event AAE must engage an attorney to enforce its rights under this Agreement, it shall be entitled to recover reasonable attorney fees.
12. Choice of Law. This agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The parties hereto shall restrict themselves exclusively to the jurisdiction of courts within the Commonwealth of Pennsylvania for any controversy arising out of this Agreement.
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