

MANNERS ToGo™

License and Certification Agreement

With One to One Immersion Training

PRINT

Whereas, The American Academy of Etiquette owns The Manners to Go™ program and has developed 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, the Licensor 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, Licensor 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.

- All Curriculum, Lesson Plans, and Handouts
- Endorsement of their abilities to teach the Manners To Go Train To Be an Etiquette Instructor
- Use of the Manners To Go™ logo and affiliation
- Marketing Assistance
- Two (2) days of in person one to one training in New York City

Manners Instruction • Etiquette Certification • Educational Programs

610-212-1862 • info@MannersToGo.com • MannersToGo.com

- Agreed upon dates of June 13 and 14, 2019
- All updates and revisions during the license period

Whereas, the Licensee desires to lease the Program Materials for use 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.

Whereas, the Licensee desires and has elected for an Additional Fee to receive dedicated One to One in-person training by the Licensor. This training will be conducted and completed at a mutually agreed upon location between the Licensee and Licensor. This dedicated 1:1 training will include, but not limited to the following:

1. Two days dedicated by Lisa Richey to conduct the training and certification in person and when possible using real life experiences.
2. Immersion in the history and etiquette of afternoon tea while in attendance at an agreed upon location in New York City.
3. One evening dinner at an agreed upon location that will include a complete educational component of proper dining etiquette and the protocol for teaching children and teens.

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 electronically the following Program Materials for the requested Program Components indicated below:

Lesson Plans

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

Activity Books

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

Additional Materials

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

2. It is understood and agreed that Licensee may conduct programs and/or offer consultant services as an independent consultant in the areas of etiquette and dining skills for children ages 4-18 and may use the Program Materials as a resource in conducting these etiquette programs, and may copy and make a limited distribution (one copy per student). 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 Manners To Go Train To Be an Etiquette Instructor Program as developed by Manners To Go and The American Academy of Etiquette.
4. Licensee is entitled and will receive all upgrades and future revisions to the Program Materials that are published during the license period.
5. Terms and Conditions
 - a. All Program Materials provided to Licensee are owned by Licensor and are protected by trademark and copyright laws. Such laws prohibit making copies, distributing copies, displaying, and performing

of all or part of the Program Materials or modifying all or part of the Program Materials without the consent of Licensor.

- b. Licensee may use the Manners to Go™ logo and hyperlink to the Manners To Go 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 adapted, printed, published, reproduced, duplicated, distributed, transmitted, or transferred without written permission from Licensor.
- d. Licensee shall not use the Program Materials in or as the basis of a film, video, television or radio program, article, story, brochure, book or any written published or unpublished work without the written permission from Licensor.
- e. Licensee shall not sell, loan, lease or translate to another language, any Program Materials and shall not permit or sublicense others to do so.
- f. 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.

Program Materials

- a. Licensee is granted a license to duplicate the Program Materials and distribute them to classes or 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 s for an additional 3 years at the license fee applicable at that time.
- b. The license to duplicate and distribute the Program Materials is limited to duplication and distribution by Licensee to Licensee's students (one copy per student). General distribution of the Reprint Materials is prohibited. The rights granted to Licensee under this license do not include the right to modify, make derivative works, or to otherwise change the content or illustrations contained in the Program Materials.

General

- a. Licensee acknowledges that Manners To Go is a registered trademark and no authorization is given to use Manners To Go or 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 or Manners To Go, 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 \$3900 for the Program Components set forth in number 1 above. This fee includes the elected One to One Immersion Training. Licensee remains certified to teach the program and to represent they are certified by the American Academy of Etiquette during all periods that the License is in effect. The Program Material will be downloaded to the Licensee at this time.
 8. All costs of training and certification are included in the fee noted in Item 7 above. Both the Licensee and Licensor agree that all travel related costs to include airfare, lodging, cabs or Uber, and meals are not included in the fee and are the responsibility of the respective parties.
 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 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.