

LICENSE AGREEMENT

THIS AGREEMENT is made as of the latest date subscribed below (the “Effective Date”), by and between Ruthy Alon, an individual residing in Jerusalem, Israel (“Licensor”), and The Foundation for Movement Intelligence, a Maine non-profit corporation with an office at P.O. Box 694, Portland, Maine 04104 (“Licensee”).

IN CONSIDERATION OF the mutual covenants hereinafter set forth, Licensor and Licensee do hereby respectively grant, covenant and agree as follows:

1. Definitions

1.1 “Licensed Marks” means the trademark “BONES FOR LIFE” (U.S. Reg. No. 2,874,949), the trademark “BONES FOR LIFE” (Can. Reg. No. _____), and the Maori Tiki amulet design.

1.2 “Licensed Services” means the methodologies, principles, teachings, know-how, and techniques known as Bones for Life methodology.

1.3 “Licensed Works” means the copyrighted textual work “Bones for Life”, by Ruthy Alon (U.S. Reg. No. TX-5-677-432) and the copyrighted textual work “Bones for Life”, by Ruthy Alon (U.S. Reg. No. TX-6-410-406), as well as non-registered copyrighted materials prepared, developed, and owned by Ruthy Alon.

1.4 “Written consents, approvals or permission” mean a writing setting forth the terms of the approval and identifying the section or subsection of this Agreement to which the approval is directed. All written consents, approvals or permissions will be sent to the requesting party via U.S. Certified Mail or such other means acceptable to the parties which ensures verification of receipt of same.

2. Grant of Licenses

2.1 Licensor hereby grants to Licensee a non-exclusive license to use the Licensed Marks within the Territory (as set forth in Section 3) in connection with the marketing, distribution, certification, practice, promotion, and sale of the Licensed Services. Pursuant to this grant Licensee shall use the Licensed Marks only in their current form and shall not modify same without the prior written permission of Licensor.

2.2 Licensor hereby grants to Licensee a non-exclusive license to provide the Licensed Services within the Territory (as set forth in Section 3). Pursuant to this grant Licensee shall have the right to sublicense the Licensed Services through a program of certification to be approved by Licensor.

2.3 Licensor hereby grants to Licensee a non-exclusive license to use, copy, sell, offer for sale, rent, lease, perform, and display the Licensed Works within the Territory. Pursuant to

this grant Licensee shall not alter the content of the Licensed Works without the prior written permission of Licensor.

2.4 Licensor agrees that Licensee will have the exclusive right within the Territory (as set forth in Section 3) to administer the Compliance Factor of Bones For Life training. Licensor further agrees that Licensor will not enter into any license agreement with any other party in which said entity is allowed to hold itself out as providing “certification” or such other status of like import with regard to the Licensed Services without prior written approval of Licensee.

2.5 Licensor reserves all rights to the Licensed Marks, the Licensed Services, and the Licensed Works except as specifically granted herein to Licensee and Licensor may exercise such rights at any time.

3. Territory

The Territory of this Agreement shall be the United States of America, Canada, and Mexico.

4. Term

The term of this Agreement shall be five (5) years commencing upon its execution by authorized representatives of Licensor and Licensee, unless this Agreement is otherwise terminated as set forth in Section 10. Thereafter, this Agreement will automatically renew for a second five (5) year term and continue thereafter with successive one (1) year renewal terms on each anniversary of the Effective Date unless otherwise terminated as set forth in Section 10.

5. Quality Control

5.1 The quality of the Licensed Services provided under the Licensed Marks by Licensee and by any sublicensee under the authority of this Agreement shall be at all times of high quality and never inferior to the standards and quality of services hitherto and hereafter provided by Licensor, or any other person, under the Licensed Marks, or under substantially similar marks owned or licensed by Licensor.

5.2 The design and content of all promotional materials associated with the Licensed Services must be approved by Licensor prior to the distribution thereof. Licensor may take any action it deems necessary to ensure that the Licensed Services provided hereunder are consistent with the reputation and prestige of the Licensed Marks as a designation for high quality services.

5.3 All Licensed Services shall be provided and advertised in accordance with all applicable laws and regulations. In connection therewith, Licensee shall monitor the performance of its sublicensees to assure compliance with such laws.

5.4 Licensee shall use and display the Licensed Marks only in such form and manner as are specifically approved in writing by Licensor. Licensee shall cause to appear the legends,

markings and notices which Licensor may request on all promotional materials and in all advertising used by Licensee bearing the Licensed Marks, and on any printed matter on which Licensee elects to have a Licensed Mark appear, including but not limited to business cards, invoices, order forms and stationery. Before using or releasing any such material, Licensee shall submit to Licensor, for its approval, proposed advertising, promotional and publicity copy, finished artwork and the like and all printed matter of any kind on which a Licensed Mark is to appear, and the same shall not be used or released prior to Licensee's receipt of such approval.

5.5 After any copy, artwork or other material has been approved, Licensee shall not depart therefrom in any respect without the prior written approval of Licensor. If Licensor should disapprove any advertising, promotional or publicity material, Licensee shall neither use nor permit the same to be used in any manner.

5.6 Licensee shall make available and Licensor shall monitor, to the extent required, the training methods used by Licensee to train its sublicensees in the use of the Licensed Services to ensure said methods are of high quality and that sublicensees are qualified to provide the Licensed Services in a high quality manner. Such monitoring shall take place no less than annually.

5.7 Licensor shall review, to the extent required, the provision of the Licensed Services by the Licensee and its sublicensees to ensure said provision is of high quality and that Licensee and its sublicensees are and remain qualified to provide the Licensed Services in a high quality manner. Such review shall take place no less than annually.

6. Approvals

6.1 It is specifically understood and agreed that Licensor's approvals pursuant to Section 5 may be based solely on Licensor's subjective standards as to aesthetics based upon its requirements for and the reputation and prestige of services and products bearing a Licensed Mark; and such approvals may be withheld in Licensor's sole and absolute discretion. Any material submitted to Licensor for its approval which is not approved within thirty (30) business days after Licensor's receipt thereof shall be deemed disapproved for use hereunder.

6.2 Notwithstanding the provisions of Section 6.1, above, should Licensor become incapacitated and unable to provide approvals pursuant to Section 5, Licensee may proceed as though such approvals had been given, on condition that actual approvals be given by Licensor within thirty (30) days thereof.

If Licensor becomes able to provide approvals within thirty (30) days but elects to withhold such approvals, Licensee shall thereafter proceed as though no approval had ever been granted, and shall return to the status *ante* to the extent possible. If Licensor remains unable to provide approvals for more than thirty (30) days, Licensor's appointed Designee, identified in writing within fifteen (15) days of the Effective Date of this Agreement, shall act on behalf of Licensor. Any approvals granted by the Designee, including retroactive approvals for actions taken by Licensee during the initial thirty (30) day period, shall be deemed to be the approvals of Licensor and no further ratification of same by Licensor will be required.

7. Royalty

7.1 In consideration of the licenses granted herewith, Licensee shall pay to Licensor a royalty of 50% of net profits from the sale, lease, or rental of any Licensed Works by or on behalf of Licensee made during the initial five (5) year term of this Agreement; Licensee shall pay to Licensor a royalty of 30% of net profits from the sale, lease, or rental of any Licensed Works by or on behalf of Licensee made during the second five (5) year term of this Agreement; Licensee shall pay to Licensor a royalty of 25% of net profits from the sale, lease, or rental of any Licensed Works by or on behalf of Licensee made during each successive one (1) year renewal term of this Agreement.

7.2 Payment of all royalties owed hereunder shall be quarterly, payable within thirty (30) days of the last day of each calendar quarter.

8. The Licensed Marks

8.1 Licensee shall not join any name, mark or design, with a Licensed Mark so as to form a new mark.

8.2 Licensee acknowledges that Licensor is the owner of all right, title and interest in and to the Licensed Marks in the Territory in any form or embodiment thereof and is also the owner of the goodwill attached or which shall become attached to the Licensed Marks in connection with the business and goods in relation to which the same has been, is or shall be used. Sales by Licensee shall be deemed to have been made by Licensor for purposes of trademark registration and all uses of a Licensed Mark by Licensee shall inure to the benefit of Licensor. Licensee shall not, at any time, do or suffer to be done any act or thing which may in any way adversely affect any rights of Licensor in and to a Licensed Mark, or any registrations thereof, or which, directly or indirectly may reduce the value of a Licensed Mark or detract from its reputation.

8.3 At Licensor's request, Licensee shall execute any documents reasonably required by Licensor to confirm Licensor's ownership of all rights in and to the Licensed Marks and the respective rights of Licensor and Licensee pursuant to this Agreement. Licensee shall cooperate with Licensor in connection with the filing and prosecution by Licensor of applications in Licensor's name to register the Licensed Marks and the maintenance and renewal of such registrations as may issue.

8.4 Licensee shall use the Licensed Marks strictly in compliance with the legal requirements obtaining therein and shall use such markings in connection therewith as may be required by applicable legal provisions. Licensee shall cause to appear on all materials on or in connection with which a Licensed Mark is used, such legends, marking and notices as may be reasonably necessary in order to give appropriate notice of any trademark or other rights therein or pertaining thereto.

8.5 Licensee never shall challenge Licensor's ownership of or the validity of the Licensed Marks or any application for registration thereof, or any registration thereof, or any

rights of Licensor therein. Licensee shall not seek to register a Licensed Mark or any variation or simulation thereof for any products or services. Any such challenge or any attempt so to register a Licensed Mark or any variation or simulation thereof shall be deemed a material and incurable default hereunder.

8.6 In the event that Licensee learns of any infringement or imitation of a Licensed Mark or of any use by any person or entity of a mark similar to the Licensed Marks, it promptly shall notify Licensor thereof. Licensor thereupon shall take such action as it deems advisable for the protection of its rights in and to the Licensed Marks and, if requested to do so by Licensor, Licensee shall cooperate with Licensor, including without limitation by being a plaintiff or coplaintiff and by causing its officers to execute pleadings and other necessary documents. In no event, however, shall Licensor be required to take any action if it deems it inadvisable to do so and Licensee may not take any action with respect to the Licensed Marks without Licensor's prior approval.

9. Indemnity

9.1 Licensee hereby saves and holds Licensor harmless of and from and indemnifies it against any and all losses, liability, damages and expenses (including reasonable attorneys' fees and expenses) which Licensor may incur or be obligated to pay, or for which it may become liable or be compelled to pay in any action, claim or proceeding against it, for or by reason of any acts, whether of omission or commission, that may be committed or suffered by Licensee or any of its servants, agents or employees in connection with Licensee's performance of this Agreement. The provisions of this Section 9.1 and Licensee's obligations hereunder shall survive the expiration or any termination of this Agreement.

9.2 Licensor hereby saves and holds Licensee harmless of and from and indemnifies it against any and all losses, liability, damages and expenses (including reasonable attorneys' fees and expenses) which Licensee may incur or be obligated to pay, or for which it may become liable or be compelled to pay in any action, claim or proceeding against it, for or by reason of any acts, whether of omission or commission, that may be committed or suffered by Licensor or any of its servants, agents or employees in connection with Licensor's performance of this Agreement. The provisions of this Section 9.2 and Licensor's obligations hereunder shall survive the expiration or any termination of this Agreement.

10. Defaults; Termination

10.1 If Licensee fails to make any payment due hereunder, (i) Licensee shall pay interest on the unpaid balance thereof from and including the date such payment becomes due until the date the entire amount is paid in full at a rate equal to the prime rate being charged in Bangor, Maine, by Bank of America as of the close of business on the date the payment first becomes due, and (ii) if such default continues uncured for a period of thirty (30) business days after notice thereof is given to Licensee, Licensor may terminate this Agreement forthwith by written notice to Licensee.

10.2 If Licensee breaches any provision hereof (other than one relating to the payment of sums owing to Licensor) a second time after having received notice that it had breached such provision previously, even if Licensee timely cured said breach after receipt of such initial notice, Licensor may terminate this Agreement forthwith by written notice to Licensee.

10.3 If either party fails to perform any of the terms, conditions, agreements or covenants in this Agreement on its part to be performed and (i) such default is not curable, or (ii) such default is curable but continues uncured for a period of thirty (30) days after notice thereof has been given to the defaulting party by the other party, the other party, at its sole election, may terminate this Agreement forthwith by written notice to the defaulting party.

10.4 (a) In the event that Licensee files a petition in bankruptcy, is adjudicated a bankrupt or files a petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency or reorganization statute or proceeding, or if a petition in bankruptcy is filed against it or it becomes insolvent or makes an assignment for the benefit of its creditors or a custodian, receiver or trustee is appointed for it or a substantial portion of its business or assets, Licensor may terminate this Agreement.

(b) No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, sheriff or any other officer of the court or official charged with taking over custody of Licensee's assets or business may continue this Agreement or exploit or in any way use a Licensed Mark if this Agreement terminates pursuant to Section 10.4(a).

(c) Notwithstanding the provisions of Section 10.4(b), in the event that, pursuant to the Bankruptcy Code or any amendment or successor thereto (the "Code"), a trustee in bankruptcy of Licensee or Licensee, as debtor, is permitted to assume this Agreement and does so and, thereafter, desires to assign this Agreement to a third party, which assignment satisfies the requirements of the Code, the trustee or Licensee, as the case may be, shall notify Licensor of same in writing. Said notice shall set forth the name and address of the proposed assignee, the proposed consideration for the assignment and all other relevant details thereof. The giving of such notice shall be deemed to constitute the grant to Licensor of an option to have this Agreement assigned to it or to its designee for such consideration, or its equivalent in money, and upon such terms as are specified in the notice. The aforesaid option may be exercised only by written notice given to the trustee or Licensee, as the case may be, by Licensor within thirty (30) days after Licensor's receipt of the notice from such party, or within such shorter period as may be deemed appropriate by the court in the bankruptcy proceeding. If Licensor fails to give its notice to such party within the said exercise period, such party may complete the assignment referred to in its notice, but only if such assignment is to the entity named in said notice and for the consideration and upon the terms specified therein. Nothing contained herein shall be deemed to preclude or impair any rights which Licensor may have as a creditor in any bankruptcy proceeding.

10.5 During each period of thirty (30) days immediately preceding the commencement of the second five (5) year term or any subsequent one (1) year renewal term, either party may terminate this Agreement by providing written notice of same to the other party.

11. Rights on Expiration or Termination

11.1 In the event of the expiration or any termination hereof, Licensee shall pay to Licensor any royalty then owed to it.

11.2 Notwithstanding the expiration or any termination hereof, Licensor shall have and hereby reserves all rights and remedies which it has, or which are granted to it by operation of law, to enjoin the unlawful or unauthorized use of a Licensed Mark, any violation by Licensee of its obligations set forth in Section 11.4 (any of which injunctive relief may be sought in the courts, notwithstanding the arbitration provisions of this Agreement, and, as applicable, also may be sought prior to or in lieu of termination; and, in seeking any such injunctive relief, Licensor shall not be obligated to secure a bond or other security or to prove any actual damages), to collect royalties payable by Licensee pursuant to this Agreement and to be compensated for damages for breach of this Agreement.

11.3 Promptly upon the termination of this Agreement, Licensee shall deliver to Licensor a complete and accurate account of Licensee's inventory of Licensed Works ("Inventory"). Provided Licensor is not in default under the terms of this Agreement, Licensor thereupon shall have the option, exercisable by notice in writing delivered to Licensee within thirty (30) days after its receipt of the complete Inventory account, to purchase any or all of the Inventory for an amount equal to 100% of the then current wholesale price of Licensed Works. If Licensor exercises such right, Licensor shall pay for such Inventory within thirty (30) days and Licensee shall deliver such Inventory upon receipt of payment from Licensor.

11.4 On the termination of this Agreement, all of the rights of Licensee under this Agreement shall terminate forthwith and shall revert immediately to Licensor; Licensee shall discontinue forthwith all use of the Licensed Marks, and no longer may use any Licensed Mark or any variation or simulation thereof and promptly shall transfer to Licensor, at Licensor's expense, all registrations, filings and rights with regard to a Licensed Mark which it may have possessed at any time. In addition, Licensee thereupon shall deliver to Licensor, free of charge, all labels, packaging, advertising copy, promotional literature, and the like in its possession with a Licensed Mark, or mark substantially similar there to, thereon. After the termination of this Agreement, Licensee may not use or permit others to use any of said material. To the extent that Licensee had entered into any sublicenses regarding any of the rights Licensee acquired under this Agreement, Licensee shall notify its sublicense(s) of the termination of the Agreement and shall inform its sublicensee(s) that all said rights granted by Licensee pursuant to said sublicense(s) are similarly terminated.

11.5 Upon termination of this Agreement, regardless of the action or events precipitating same, all certifications in the Licensed Services obtained by Licensee and/or persons certified by Licensee shall remain the property of same and shall remain in full force and effect.

12. Representations and Warranties

12.1 Licensor represents and warrants that it has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder.

12.2 Licensee represents and warrants that it has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder.

13. Assignability; Binding Effect

13.1 This Agreement may not be assigned or transferred by Licensee without prior written permission of Licensor, and any attempted assignment or transfer lacking said prior written permission, whether voluntary or by operation of law, directly or indirectly, shall be void and of no force or effect and shall constitute an incurable default hereunder.

13.2 This Agreement shall inure to the benefit of and shall be binding upon the parties, Licensor's successors and assigns and Licensee's permitted successors and assigns.

14. Miscellaneous

14.1 This Agreement shall be construed, interpreted, and governed by and in accordance with the laws of the State of Maine applicable to agreements made and to be performed in said State, except for the State of Maine's conflict-of-laws provisions.

14.2 The parties represent that they have read and fully understand the terms of this Agreement and that they have freely and voluntarily entered into and executed this Agreement without undue influence of any person and without relying on any promises, conditions, terms, statements or representations not expressly contained herein.

14.3 This Agreement and any and all documents attached hereto as schedules or incorporated herein by reference constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and there are no understandings, representations, or warranties of any kind between the parties except as expressly set forth herein. This Agreement supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between such parties with respect to such subject matter. No course of dealings between the parties and no usage of trade shall be relevant or admissible to supplant, explain, or vary any of the terms of this Agreement. It is the intention of the parties that this Section be construed as a merger clause, and that this Agreement be construed as an integrated document.

14.4 This Agreement may not be modified or amended except by a writing signed by each of the parties hereto.

14.5 The parties will attempt to resolve any dispute arising out of the License Agreement by good faith negotiations. If that does not resolve the dispute, the parties agree to

mediate the dispute in Cumberland County in the State of Maine, each paying half the fee of a professional mediator reasonably acceptable to both parties. If the dispute is not resolved through mediation, then the parties agree to submit the dispute to a court of competent jurisdiction located in Cumberland County in the State of Maine. The parties further specifically consent to personal jurisdiction in Maine in connection with the dispute and hereby waive any claim or defense of inconvenient forum.

14.6 Nothing herein shall be construed to constitute the parties hereto as partners or as joint venturers, or either as agent of the other, and neither party may obligate or bind the other in any manner whatsoever.

14.7 No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach or default thereof, shall constitute a continuing waiver of such provision or of any other provision of this Agreement. Acceptance of payments by Licensor shall not be deemed a waiver by Licensor of any violation of or default under any of the provisions of this Agreement by Licensee. If for any reason any acts or omissions by Licensee or Licensor hereunder not in conformance with any of the requirements hereof are not objected to by the other from time to time, such a failure to object shall not be deemed a waiver by the other of any such requirement and the other may insist upon due performance thereof by it at any time.

14.8 If any provision or any portion of any provision of this Agreement shall be held to be void or unenforceable, the remaining provisions of this Agreement and the remaining portion of any provision held void or unenforceable in part shall continue in full force and effect.

14.9 This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement.

RUTHY ALON

Date

THE FOUNDATION FOR MOVEMENT INTELLIGENCE

By:

Date

Its: