

**LICENSE AGREEMENT**

**This License Agreement** (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Pure Scent Cleaning, LLC, a Pennsylvania limited liability company, having an address of 491 Church Ave, Apt. #2, Ephrata, PA 17522 (“Licensor”) and \_\_\_\_\_, (“Licensee”) having an address of \_\_\_\_\_.

**WHEREAS**, Licensor is the licensee of all of that certain residential and commercial cleaning operating system and related intellectual property (the “Cleaning System”) invented by, developed by, owed by, and licensed from Licensor used in a business model developed by Licensor to operate, market and manage a residential and commercial cleaning business (“Business”);

**WHEREAS**, Licensee wishes to assist Licensor to expand its business activity in the territory described herein; and

**WHEREAS**, Licensor is prepared to provide materials, intellectual property and know how in connection with its business activities and to grant a non-exclusive license to Licensee for use of its licensed materials, intellectual property, and know-how for use by Licensee in the territory.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE 1 - DEFINITIONS**

When used in this Agreement, each of the terms set forth in this Article 1 shall have the meaning indicated:

A. **Intellectual Property.** “Pure Scent Cleaning” and such other trademarks or service marks used now or to be developed in the future by Licensor and/or Owner in conjunction with their business activities.

B. **Licensed Products.** Licensed products mean the following materials provided by Licensor to Licensee: operating and marketing systems and all other products including, but not limited to, audio, visual, printed, copied, reproduced, or digitally stored or transferred items bearing the Licensor’s name or incorporating any facet of the Cleaning System or Business as may be described in said Licensed Products or elsewhere.

**ARTICLE 2 - LICENSE**

Licensor hereby grants to Licensee and Licensee hereby accepts, with all the duties and privileges specified in this Agreement, within the territory covered hereby for a period of one year from the date hereof, or until earlier terminated, a non-exclusive license (the "License") to use the Intellectual Property, Licensed products, techniques and procedures for the conduct of the Business described in this Agreement. "Territory" as used herein means the \_\_\_\_\_ and such other areas as Licensee and Licensor may agree upon in writing from time to time.

### **ARTICLE 3 - LICENSE FEE AND STARTER MATERIALS**

In return for the grant of the non-exclusive License, Licensee shall pay to the Licensor the following royalties (the "Royalties"):

1. for each month during the Term hereof, thirty percent (30%) of Licensee's gross billings to its customers calculated on all gross customer billings in any given month, payable within fifteen (15) days after the last days of any calendar month.

### **ARTICLE 4 - REPORTS & MATERIALS**

Together with obligation the described in Article 3 above, within 10 days of a request to do so from Licensor, Licensee shall provide Licensor with updated lists of the following:

1. name, address, email address and telephone number of all sub-licensees of Licensee;
2. name, address, email address and telephone number of all vendors of Licensee; and
3. statement of sales, commissions, royalties and any and all other sales of products and services and receipt of funds obtained by or for Licensee including, but not limited to, the name, address and telephone number of the source of any such funds.

### **ARTICLE 5 - RELATIONSHIP OF LICENSOR AND LICENSEE**

A. It is understood and agreed by the parties that this Agreement constitutes a contract for license and is not a sale of a business opportunity or a franchise. As used in this License Agreement "Licensee" shall mean Licensee named if an individual; otherwise, it shall mean the person(s) executing this Agreement on behalf of named Licensee. By so executing this Agreement such person agrees to be personally bound by the terms of this Agreement, jointly and severally.

B. Licensee agrees and acknowledges that the parties hereto are completely separate entities, are not partners, joint venturers or agents of the other in any sense, and neither has power to obligate or bind the other. Neither Licensee nor any of Licensee's employees or agents shall be deemed, expressly or by implication, to be an employee or agent of Licensor. Licensee shall be responsible for, and shall promptly pay when due, all expenses of Licensee's business, including, but not limited to, wages, employment taxes, unemployment compensation, worker's compensation, taxes and levies of any and all kinds in connection with said business and the

income arising therefrom, together with the cost of all supplies and equipment necessary to operate the Business. Licensor shall not be liable for any such expenses, taxes, levies, or disbursements otherwise paid or incurred in connection with the establishment and maintenance of the aforesaid business of Licensee.

C. Licensee shall be responsible for its work and work product and for the work and work product of its employees, sub-licensees, agents and independent contractors (Licensee and all such parties are collectively referred to herein as "Licensee Parties"). Licensee agrees to indemnify and hold Licensor harmless from any and all damages, claims, suits, demands, or causes of action, including reasonable attorney's fees and expenses of defending the same, which may arise or be asserted against Licensor by reason of any act or omission or any negligence or wrongdoing of any of the Licensee Parties. Licensor agrees to indemnify and hold Licensee harmless from any and all damages, claims, suits, demands or causes of action, including reasonable attorney's fees and expenses of defending the same, which may arise or be asserted against Licensee by reason of the Licensee's use of the Licensor's name as such name may infringe on others' trademarks, trade names or service marks or names.

D. Licensee shall act as a consultant to Licensor and may use the title "Strategic Advisor" to Licensor.

E. Licensor shall retain all rights to distribute, sell, further sub-license, promote, market, and develop all Licensed Products in its sole discretion both within the Territory and elsewhere.

#### **ARTICLE 6 - DUTIES OF LICENSEE**

A. Licensee shall obtain from each independent contractor at the time that he or she is employed by the Licensee, a Sub-licensing Agreement including an agreement of nondisclosure and non-competition acceptable in writing to Licensor, in the sole discretion of Licensor. All employees of Licensee shall execute an agreement of nondisclosure and non-competition acceptable in writing to Licensor.

B. Licensee, in the conduct of its business, shall use only a trade name approved by Licensor in writing. Licensee agrees that it will make no use, direct or indirect, of the name in connection with any other business and that it will not authorize or attempt to authorize the use of the name except in strict conformance with this Agreement and only with the prior written approval of Licensor.

C. Licensee shall, with respect to all work performed, solely use formats, marketing presentations, materials, and tools reasonably specified by Licensor in writing.

D. Licensee shall, with respect to the business done by it, keep on its premises true

and accurate records, account books and data which shall accurately reflect all business conducted by Licensee and the gross billing and receipts of said business operated by the Licensee. Licensor may examine and audit said records, accounts and books at all reasonable times.

#### **ARTICLE 7 - DUTIES OF LICENSOR**

A. Licensor shall make a commercially reasonable effort to assist the Licensee in obtaining all of the Licensed Products, and other materials necessary to carry out the terms of this Agreement.

B. Licensor shall, with respect to the business done in connection with this Agreement, keep on its premises true and accurate records, account books, and data which shall accurately reflect total amounts collected and other business regarding Licensee.

C. Licensor shall make commercially reasonable efforts to protect and defend the Intellectual Property.

#### **ARTICLE 8 - TRADEMARKS AND COPYRIGHTS**

A. Except as expressly permitted by this Agreement, Licensee shall not, at any time, in any manner, during or after the term of this Agreement, utilize the Licensor's Intellectual Property, Licensed products or any Business systems, name or logo confusingly similar thereto, or any copywritten materials. Licensee shall promptly inform Licensor in writing of any alleged infringement of the Licensor's Intellectual Property, copywritten materials, or any other intellectual property owned by Licensor by a third party or the allegation that the Licensor's trademark has or may infringe upon a third party.

B. Licensee shall promptly inform Licensor in writing of all material complaints received from third parties relating to the quality, service, or delivery of the Licensed Products, copywritten materials, or any other intellectual property owned by either Licensor used or distributed by Licensee and shall use its best efforts to maintain quality, service, or delivery of the Licensed Products, copywritten materials, or any other intellectual property owned by Licensor used or distributed by Licensee and shall use its best efforts to maintain quality standards and service so as to preserve the reputation of the Licensed Products, copywritten materials, or any other intellectual property owned by Licensor in a manner comparable to the reputation which the corresponding Licensed Products, copywritten materials, or any other intellectual property owned by Licensor distributed by Licensor anywhere in the world.

C. Except for materials provided to Licensee by Licensor which contain the Intellectual Property, Licensee shall not use the Intellectual Property on any letterhead, business card, stationery, communication or other means of identification or promotion other than as expressly allowed in writing by Licensor.

## **ARTICLE 9 - EXCLUSIVE RIGHTS TO LICENSOR**

A. Licensor shall have exclusive ownership of any patents, trademarks, or copyrights related to the Business or to the Cleaning System or their promotion developed by Licensor or Licensee or any Licensee Parties.

B. Existing and future Pure Scent Cleaning licensees of Licensor shall be allowed the option to regionally market themselves. Licensee shall not be entitled to any fees from any of said individuals whether or not said individuals were recruited before or after the date of this Agreement, unless Licensee has executed a Sub-license Agreement with any of said individuals.

## **ARTICLE 10 - NONDISCLOSURE OF TRADE SECRETS**

A. The Licensee agrees, on behalf of itself, its sub-licensees, and the other Licensee Parties, that it will not disclose and will hold in strictest confidence any and all proprietary information, financial information, customer names or lists, sub-licensee information, vendor and creditor information, business records, strategic plans, marketing ideas and imaginative concepts, details of organization or business affairs, and all other matters of or pertaining to the Licensor or the Business or the Cleaning System or an Affiliate (hereinafter defined) or otherwise learned by Licensee or brought to the Licensee's attention (collectively the "Information") by or through the Licensor, its Affiliate (hereinafter defined), or its agents or as a result of Licensee's association with the Licensor, its Affiliate (hereinafter defined), its customers and clients, or its agents during the course of this Agreement, whether in written, digital, pictographic, audio, visual, or oral form. Without the prior written consent of the Licensor, the Licensee agrees not to use the Information for any purpose. Upon termination of this Agreement, the Licensee agrees to promptly return to the Licensor all of the Information, in whatever form, that the Licensee may then have in its possession or control.

B. In the event that the Licensee keeps records of services done under this Agreement, the Licensee shall turn copies of such records over to the Licensor upon the earlier of the termination of this Agreement or at the request of the Licensor. In the event that the Licensee is entrusted with any of the Licensor's property, the Licensee shall turn such property and any and all copies of facsimiles of such property over to the Licensor upon the earlier of either a request to do so from the Licensor or the termination of this Agreement.

C. Licensee hereby acknowledges that the Information is and shall continue to be the exclusive property of the Licensor, whether or not disclosed or entrusted to the Licensee pursuant to this Agreement.

D. Licensee hereby acknowledges that any disclosure of the Information of the Licensor will cause irreparable harm to the Licensor.

E. Licensee hereby agrees not to disclose the Information, directly or indirectly, under any circumstances or by any means, to any third party without the express written consent

of the Licensor unless under a valid order from a court of competent jurisdiction.

F. Licensee hereby agrees that it will not copy, transmit, reproduce, summarize, quote, or make any commercial or other use whatsoever of the Information without the express written consent of the Licensor.

G. Licensee hereby agrees to exercise the highest degree of care in safeguarding the Information against loss, theft, or other inadvertent disclosure, and agrees generally to take all steps necessary to ensure the maintenance of confidentiality.

H. Any and all writings, inventions, improvements, processes, procedures and/or techniques which Licensee or any Licensee Parties may make, conceive, discover or develop, either solely or jointly with any other person or persons, at any time when Licensee is a Licensee of Licensor, whether or not during working hours and whether or not at the request or upon the suggestion of Licensor, which relate to or are useful in connection with any business now or hereafter carried on or contemplated by Licensor, including developments or expansions of its present Business, shall be the sole and exclusive property of Licensor. Licensee shall make full disclosure to Licensor of all such writings, inventions, improvements, processes, procedures and techniques, and shall do everything necessary or desirable to vest the absolute title thereto in Licensor. Licensee shall write and prepare all specifications and procedures regarding such inventions, improvements, processes, procedures and techniques and otherwise aid and assist Licensor so that Licensor can prepare and present applications for copyright, trademark, or letters patent therefore and can secure such copyright, trademark or letters patent wherever possible, as well as reissues, renewals, and extensions thereof, and can obtain the record title to such copyright, trademark, or patents so that Licensor shall be the sole and absolute owner thereof in all countries in which it may desire to have copyright, trademark, or patent protection. Licensee shall not be entitled to any additional or special compensation or reimbursement regarding any and all such writings, inventions, improvements, processes, procedures and techniques.

I. Licensee acknowledges that the restrictions contained in this Agreement, in view of the nature of the Business in which Licensor is engaged, are reasonable and necessary in order to protect the legitimate interests of Licensor, that their enforcement, by injunction or otherwise, will not impose a hardship on Licensee or significantly impair Licensee's ability to earn a livelihood, and that any violation thereof would result in irreparable injuries to Licensor. Licensee therefore acknowledges that, in the event of Licensee's violation of any of these restrictions, Licensor shall be entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief as well as damages incurred up to the date of abatement of said violation of these restrictions and an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which Licensor may be entitled.

J. All of the provisions of this Article 10 of this Agreement, including, but not limited to, all of the acknowledgments and obligations of Licensee discussed herein, shall

survive the termination of this Agreement.

### **ARTICLE 11 - RESTRICTIVE COVENANT**

Licensee hereby agrees that, during the term of this Agreement and for a period of two (2) years from the date of termination of this Agreement (the "Restricted Period"), Licensee, all Licensee Parties, and/or any Affiliate of Licensee (hereinafter defined) shall not directly or indirectly, either as a principal, agent, director, officer, licensor, licensee, partner, shareholder, financier, investor, joint venturer, landlord, broker, employee or in any other relation or capacity whatsoever:

A. request any sub-licensees, customers or suppliers of services or goods of any business then being conducted by Licensor or any Affiliate or sub-licensee of Licensor to curtail or cancel their business with Licensor;

B. Within the Territory, solicit, canvas or accept any business related to or in competition with the Business and/or the Cleaning System from any person, firm, corporation or business;

C. Induce or attempt to influence any employee or sub-licensee of Licensor or any Affiliate to terminate employment with the Licensor or to enter into any employment or business relationships with any other persons (including Licensee), firm, or corporation.

D. For purposes of this Agreement, an "Affiliate" shall mean a person who (i) with respect to Licensor is any entity, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with such entity; or (ii) with respect to Licensee, is a parent, spouse, sibling, or issue of Licensee, including persons in an adopted or step relationship. Licensee recognizes and agrees that immediate and irreparable damage will result to Licensor if Licensee breaches or threatens to breach any of the terms or conditions of this Agreement and, accordingly, Licensor or its Affiliate shall have the right to seek preliminary or permanent injunction and/or a restraining order for the abatement of the said breach or anticipatory breach, together with actual damages incurred up to the abatement of the said breach. Licensee represents and warrants to Licensor that Licensee's experience and capabilities are such that Licensee can obtain employment satisfactory to Licensee or otherwise conduct business and support his family without breaching the terms and conditions of this restrictive covenant and that Licensee's obligations under the provisions of this article (and the enforcement thereof by injunction or otherwise) will not prevent Licensee from earning a satisfactory livelihood. Licensee's obligations and Licensor's remedies under this Article 11 shall survive the termination of this Agreement.

E. If the Restricted Period or the Restricted Area specified in this Article 11 should be adjudged unreasonable in any proceeding, then the period of time shall be reduced by such amount or the area shall be reduced by the elimination of such portion or both such reductions shall be made so that such restrictions may be enforced for such time and in such area as is

adjudged to be reasonable. If Licensee violates any of the restrictions contained in this Article, the Restricted Period shall be extended by a period equal to the length of time from the commencement of any such violation until such time as such violation shall be cured by Licensee to the satisfaction of Licensor. Licensor shall have the right and remedy to require Licensee to account for and pay over to Licensor all compensation, profits, monies, accruals, increments or other benefits derived or received by Licensee as the result of any transactions constituting a breach of this Article 11, and Licensee shall account for and pay over such amounts to Licensor upon Licensor's request therefore. Licensee hereby expressly consents to the jurisdiction of any court within the Restricted Area to enforce the provisions of this Article 11, and agrees to accept service of process by mail relating to any such proceeding. Licensor may and Licensee shall supply a copy of Article 11 of this Agreement to any future or prospective customer, sub-licensee, or employer of Licensee or to any person to whom Licensee has supplied information if the Licensor determines in good faith that there is a reasonable likelihood that Licensee has violated or will violate such Article.

F. Notwithstanding the foregoing, and in addition to other relief as may be available to the Licensor for a breach of the provisions of this Article 11 by Licensee, in the event that Licensee (whether directly, indirectly or through an Affiliate) enters into any business relationship pertaining to the Restricted Business with any "Then Current" customer, licensee, sub-licensee, or client of Licensor during the Restricted Period, Licensee shall be liable to Licensor as damages for the value of that client or customer's billings to the Licensor, which Licensee agrees are valued at one and one-half times (1.5 X) the gross billings by the Licensor on that customer or client account as shown on the books and records of the Licensor during the twenty-four (24) months preceding the date of Licensee's first business dealings with that client or customer during the Restricted Period. For purposes of this Article 11, the term "Then Current" shall mean any client or customer which the Licensor has invoiced within the twenty-four (24) month period preceding the earlier of the date of the termination of this Agreement with the Licensor, or the date at which the Licensee first enters into a business relationship with that client or customer.

#### **ARTICLE 12 - EVENT OF DEFAULT**

If an event of default occurs (an "Event of Default"), Licensor may give to Licensee written notice specifying such breach or default, and indicating Licensor's intent to terminate this License if such breach or default is not cured within thirty (30) days. Licensor shall, in addition to any other remedies available to Licensor pursuant to law or the terms hereof, have the right to terminate the License herein granted and shall be entitled to damages and equitable relief where appropriate. In an Event of Default, any legal fees incurred by Licensor will be fully paid by Licensee. The following shall be included as an Event of Default:

- (a) if the Licensee shall fail to pay any royalty fees due hereunder to Licensor;
- (b) if the Licensee becomes insolvent or commits an act of bankruptcy, or makes a general assignment for the benefit of creditors, or is adjudicated a bankrupt, or voluntarily files a

petition in bankruptcy or reorganization, or files an answer to a creditor's petition or other petition filed against it (admitting the material allegations thereof) for an adjudication, or for reorganization, or to effect a plan or other arrangement with creditors, or applies for or suffers the appointment of a receiver or trustee of any of its assets and property or such receiver or trustee is appointed for any of its property or assets or the property of the Licensee is attached by the United States or any officer or instrumentality thereof, or a writ or warrant of attachment, or any similar process is issued by a court against the property or assets of the Licensee;

(c) if all or any part of the interest of the Licensee or the stock of Licensee, if it be a corporation, is issued (except to parties to this Agreement), sold, transferred or hypothecated without prior written consent of the Licensor, which consent shall not unreasonably be withheld;

(d) upon the closing of the Licensee's business without the prior approval in writing by the Licensor;

(e) revocation by any state or local authority of Licensee's approval to operate;

(f) if Licensee engages in acts of personal dishonesty, incompetence, willful misconduct, breach of fiduciary duty involving personal profit, intentional and continued failure to perform duties under the terms of this License Agreement, is convicted of any crime involving moral turpitude or conversion of money to its own use or benefit;

(g) failure of the Licensee to comply with any of the terms of this Agreement or any exhibit attached hereto, time in each instance being of the essence; and

(h) failure of the Licensee to use all of the methods, techniques, and procedures of Licensor in the operation of Licensee's business.

No failure or delay of the Licensor to prosecute any default by Licensee, or to exercise any power given it hereunder, or to insist upon strict compliance by the Licensee of any obligation hereunder, and no custom or practice at variance with the terms thereof, shall constitute a waiver of any succeeding default by Licensee, or of the Licensor's right to demand exact compliance with the terms hereof. The failure or delay of the Licensor to enforce at anytime any of the provisions of this Agreement shall not be construed to be a waiver of such provision.

### **ARTICLE 13 - TERMINATION BY LICENSEE OR BY TRANSFER**

A. Licensee shall have the right to terminate this Agreement upon ninety (90) days written notice to Licensor. In the event of such termination, Licensee shall pay to Licensor all fees due and payable up to the effective date of such termination. After the effective date of termination, all of Licensee's obligations of confidentiality, non-disclosure, and non-compete shall survive said termination.

B. This Agreement shall be terminated in the event any or all rights and obligations of

Licensee are transferred, sold, or assigned, voluntarily or involuntarily. Any attempted transfer without prior written permission of Licensor, , by Licensee shall not be valid or binding upon Licensor to a transfer, sale, or assignment by Licensee. In the event that Licensor approves any assignment of this Agreement, Licensor shall be paid a transfer fee of \$5,000.00 by Licensee on the date of said transfer.

#### **ARTICLE 14 - LICENSEE'S DUTIES IN EVENT OF TERMINATION**

In the event of termination of this Agreement:

(a) All of Licensee's and all of Licensee Parties' rights as a licensee shall terminate and Licensee will immediately thereafter cease to use, by advertising, association, or otherwise, Licensor's Business System, Intellectual Property, Licensed Products, and other intellectual property or any part thereof, or any customer lists, forms, systems, slogans, signs, marks, symbols, or devices used in connection with Licensor's Business.

(b) Licensee will turn over to Licensor a complete list of the names, email address, and addresses and telephone numbers of all of the Licensee's Sub-licensees, if any, up to and including the date of termination, together with all files and records pertinent to such Sub-licensees.

(c) Licensee will assist Licensor in a reasonable manner to bring about a smooth, complete and effective transfer of the Business conducted by Licensee and Licensee Parties, its members, facilities, and services to Licensor or its designee.

(d) Licensee will pay all amounts owing hereunder to Licensor for various services, supplies, etc., immediately upon termination.

(e) Licensee will immediately pay all creditors for debts incurred in its operations and shall hold Licensor harmless from debts of operation under this Agreement.

(f) Licensee shall terminate all Sub-license agreements, if any, not specifically assumed in writing by Licensor.

#### **ARTICLE 15 - SEVERABILITY**

The provisions of this Agreement as contained in each paragraph and sub-paragraph are separable and may be enforced separately, it being the intention of the parties that should any provision hereof be found invalid or unenforceable, such invalidity or unenforceability shall not effect the remaining provision, but the same shall remain in full force and effect as though such invalid provision had not been herein contained.

#### **ARTICLE 16 - WARRANTIES**

The parties acknowledge that there are no representations, warranties, agreements or arrangements outstanding between them, either oral or written, other than herein contained. This

Agreement constitutes the entire Agreement between the parties. This Agreement may not be amended or modified in any respect except in writing which makes reference to this Agreement and which is executed by the Licensor and Licensee.

**ARTICLE 17 - CHOICE OF LAW: CHOICE OF VENUE**

This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania. Any controversy, dispute or claim arising out of or relating to this Agreement, or any provision thereof shall be submitted to binding arbitration in Lancaster, Pennsylvania, under the following provisions: (i) each party thereto shall choose an arbitrator; (ii) the appointed arbitrators thereby selected shall choose one arbitrator (the "Deciding Arbitrator"), with such Deciding Arbitrator to determine such controversy dispute or claim as expeditiously as possible in accordance with the rules of the American Arbitration Association then in effect, such determination to be final, conclusive and binding upon all parties involved therein. Judgment upon such decision may be entered in the highest court of any forum, state or federal, having jurisdiction. Upon the failure of any party to designate an arbitrator as hereinbefore provided within fifteen (15) days after a party shall have requested that a controversy, dispute or claim be submitted to arbitration hereunder, or in the event that the arbitrators first appointed as aforesaid cannot agree on the appointment of a Deciding Arbitrator within a period of fifteen (15) days, the selection of such arbitrator not appointed as herein provided shall be made in accordance with the rules of the American Arbitration Association. The cost of any such arbitration shall be borne by the Licensee, and the Rules of the American Arbitration Association shall apply to any such arbitration. Venue for any matter arising from this Agreement not subject to arbitration shall be the Court of Common Pleas of Lancaster County, Pennsylvania.

**ARTICLE 18 - GENDER, ETC.**

Where necessary or appropriate to the meaning hereof, the singular and plural shall be deemed to include each other, and the masculine, feminine and neuter shall be deemed to include each other.

**ARTICLE 19 - NOTICES**

All notices to the Licensor shall be sent by registered or certified mail or express delivery, addressed to the Licensor at 491 Church Ave, Apt. #2, Ephrata, PA 17522, or at such other address as the Licensor shall designate in writing. All notices to the Licensee shall be sent by registered, certified or express delivery, addressed to the Licensee at \_\_\_\_\_ or at such other address as the Licensee shall designate in writing. For purposes of computing time periods pursuant to this Agreement, notices shall be deemed to be given when posted in accordance with this paragraph.

**ARTICLE 20 - ASSIGNABILITY**

A. This License Agreement as to Licensee is a contract for personal services and, as such, is nonassignable by Licensee. Nevertheless, the duties and obligations of Licensee

hereunder shall be binding upon its successors, assigns, heirs, administrators and executors, as the case may be. This Agreement is assignable by Licensor and shall be binding upon and shall inure to the benefit of Licensor, its successors and assigns.

B. Upon the sale, transfer or assignment of this Agreement, the license granted hereunder or the business operated pursuant hereto, without the prior written approval of Licensor which consent shall not unreasonably be withheld, are immediately terminated and any and all obligations of Licensor hereunder shall cease instantly and the purported purchaser, assignee or transferee shall obtain no rights under this Agreement whatsoever as against Licensor and Licensee shall continue to remain liable for obligations hereunder.

### **ARTICLE 21 - TRADEMARK PROTECTION**

Licensor agrees to reasonably defend and protect its trademarks and/or service marks and licensed products or license rights from infringement and/or interference.

### **ARTICLE 22 - INDEMNIFICATION BY LICENSEE**

A. Licensee agrees to indemnify and hold Licensor harmless, at all times after the date of this Agreement, against and in respect of all actions, claims, suits settlements, proceedings, demands, assessments, judgments, losses, costs, damages and expenses including but not limited to reasonable attorney fees, and accountants' fees, (collectively, "Licensee's Liabilities") incident to or arising from or in respect to:

(i) any liabilities of Licensee of any nature whatsoever, whether accrued, contingent or otherwise existing on or before the date of this Agreement or at any time arising thereafter;

(ii) any liabilities of, or claims against, Licensee arising out of any contract or commitment not specifically assumed by Licensor under this Agreement;

(iii) any damage or deficiency resulting from any misrepresentation, breach of warranty, or nonfulfillment of any agreement on the part of Licensee, or from any misrepresentation in or omission from any Exhibits, documents, certificates or other instruments furnished or to be furnished to Licensor hereunder;

(iv) any liability to any creditor or group of creditors of Licensee, the debt to whom Licensor has not specifically assumed hereunder;

(v) any liability to any federal, state, municipal or foreign government or authority for the failure of Licensee, to file when due any tax reports or returns or for the failure to pay any taxes, withholding taxes, or unemployment compensation contributions for which Licensee may be liable; and

(vi) any liability with respect to the License granted herein or granted to any sub-licensee and any liability incurred by or as a result of any act or omission of any sub-licensee or any Licensee Parties.

B. Licensor shall notify Licensee promptly after receipt of Licensor of any notice of any action, claim, suit, proceeding, demand, or assessment against which Licensee has indemnified Licensor pursuant to this Agreement but the omission so to notify Licensee shall not relieve Licensee of any liability on account thereof except to the extent Licensee was thereby prejudiced by Licensor's failure to notify. Licensor shall, at Licensee's sole expense, control any defense of any such action, claim, suit, proceeding, demand or assessment insofar as any claim is being asserted against Licensor or any assets of Licensor although Licensee may participate in and with Licensor so long as Licensee does so in good faith.

C. Licensee shall reimburse Licensor, on demand, for any payment made by Licensor in respect of any action, claim, suit, settlement, proceeding, demand, assessment, judgment, loss, cost, damage and expenses (including but not limited to reasonable counsel, or accountants' fees) to which the indemnity described in this Agreement relates.

D. Licensee hereby agrees to indemnify, hold harmless and defend Licensor from any claims, investigations, results of investigations, lawsuits, damages, interest, penalties and fines relating to Licensee's operation of its business or which may have been caused by Licensee.

E. All of the provisions of this Article 22, including, but not limited to, Licensee's obligations to indemnify Licensor, as herein described, shall survive the termination of this Agreement.

F. With regard to attorney's fees and accountant's fees only (collectively, the "Professional Fees"), Licensee shall indemnify Licensor for the Professional fees that are incurred as a result of any of Licensee's Liabilities.

### **ARTICLE 23 - MISCELLANEOUS**

A. Expenses. Whether or not the transactions contemplated by this Agreement are consummated, each of the parties hereto shall pay its own fees and expenses incident to the negotiation, preparation and execution of this Agreement, including but not limited to counsel and accountant's fees, except that Licensee shall pay Licensor's legal fees to negotiate and draft revisions incident to any revisions to the initial draft of this Agreement that may be requested by Licensee. In the event legal action is commenced to enforce or interpret, or for breach of, any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party costs and expenses incurred and reasonable attorney's fees incurred by the prevailing party, in addition to all other relief and remedies to which the prevailing party may be entitled.

B. Waiver. No failure on the part of any party hereto to exercise and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other rights, power or remedy.

C. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

D. Background Incorporated. The section at the beginning of this Agreement titled "Background" is hereby incorporated herein and made a part of this Agreement by the parties hereto.

E. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

F. Parties In Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

G. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

H. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

I. Prior Agreements. Licensee represents to Licensor that: (a) there are no restrictions, agreements or understandings, oral or written, to which Licensee is a party or by which Licensee is bound that prevent or make unlawful Licensee's execution or performance of this Agreement; and (b) Licensee does not have any business or other relationship that creates a conflict between the interests of Licensee, another entity, and the Licensor.

J. Attorney Review. The Licensee agrees that (a) he/she/it has been advised to consult with an attorney other than an attorney with the firm of Carosella and Associates, P.C. prior to signing this Agreement and (b) he/she/it has had sufficient time to consult with an attorney, or has consulted with an attorney, regarding the implications of signing this Agreement.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed, as of the day and year first above written.

Witness:

Licensor:

Pure Scent Cleaning, LLC,  
a Pennsylvania limited liability company

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Member

Witness:

\_\_\_\_\_

Licensee:

\_\_\_\_\_ (SEAL)  
\_\_\_\_\_, an adult individual