**ADVENTACE LLC**

**ASSOCIATE LICENSE AGREEMENT**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between Adventace, LLC, a Delaware limited liability corporation with a principal place of business at 2166 Chardonnay Circle, Gibsonia, PA 15044 USA ("Adventace") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Licensee”).

WHEREAS Adventace is the sole and exclusive owner of a methodology and applications that help clients create high-performance sales environments through its training and consulting services, as well as printed and electronic materials and sound recordings, including but not limited to books, audiotapes and other sound recordings, video materials, online materials, software, and all other materials and documentation related to the methodology and applications (collectively the “System”); and the trademarks, service marks, logos, and trade dress associated with the System (collectively the “Marks”); and

WHEREAS Licensee wishes to license the System and all associated training and consulting materials (collectively the “Licensed Materials”), and to promote and offer the Licensed Materials on behalf of Adventace to clients as the sole sales and sales management training and consulting methodology and applications offered by Licensee, and to become certified to sell and/or conduct Adventace training workshops, seminars, consulting programs, implementations, and activities, and other programs based on the System (collectively the “Programs”); and

WHEREAS Adventace wishes to allow Licensee to sell and/or conduct Programs based upon the System and to distribute the Licensed Materials to Licensee's clients solely on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, Adventace and Licensee agree as follows:

1. **GRANT OF RIGHTS**

Provided Licensee fulfills its obligations hereunder, Adventace grants Licensee a non-exclusive, worldwide license to use, distribute, and sell the Licensed Materials supported by Adventace, and to modify the Licensed Materials and create derivative works only as permitted herein, and to use the Marks as set forth below, solely for the purposes of selling, providing training and consulting, and conducting Programs as set forth in this Agreement.

2. **ADVENTACE OBLIGATIONS**

Adventace agrees to undertake the following:

(a) Through means determined by Adventace, Adventace shall provide Licensee with training programs on how to best sell the System, deliver the System’s Programs, and manage Licensee’s account relationships.

(b) Adventace shall use reasonable commercial efforts, at its sole discretion, to revise and enhance the Licensed Materials in response to market, technological, and competitive changes.

(b) Adventace shall provide Licensee with the Adventace Logo for reproduction and use by Licensee, as well as promotional and marketing materials; success stories from Adventace clients and clients of other Adventace licensees if available; sample knowledge tools; letters of understanding; booking letters, proposals; and presentation materials.

(c) Adventace shall be reasonably available to assist Licensee in conducting sales presentations, seminars and executive presentations to large potential clients.

(d) Adventace shall be reasonably available to Licensee for phone consultation to assist Licensee in marketing and consulting activities for the System.

(e) Adventace shall provide Licensee with reasonable opportunities to become trained and certified in one or more of the following Certification Categories (see definitions in Appendix 1): Business Development Executive, Instructor, Consultant, or Instructor’s Assistant. Adventace and Licensee will mutually agree to training and certification times. Certification requirements for each category shall be published and made reasonably available to Licensee by Adventace. Based on the Certification Category desired by Licensee, Adventace shall provide Licensee with one (1) master copy of the appropriate Licensed Materials in a form and format determined solely by Adventace, which Licensee shall use as set forth herein.

3. **LICENSEE’S OBLIGATIONS**

Licensee agrees to undertake the following:

(a) Upon execution of this Agreement, Licensee shall arrange with Adventace to begin certification in one of the Certification Categories defined in Paragraph 2(e). Adventace, at its sole discretion, may require Licensee to achieve recertification (which could be due but not limited to market adaptations, Program updates, Licensee performance). During the Term of this Agreement, as defined in Paragraph 8(a) below, Licensee must achieve and remain certified in at least one (1) Certification Category.

(b) Prior to distributing any of the methodology or application Programs of the Licensed Materials to clients, or any other third party, Licensee shall obtain a fully executed Standard Terms and Conditions Agreement as published and made reasonably available to Licensee by Adventace, from such client or third party, a copy of which shall be promptly forwarded to Adventace.

(c) Licensee shall incorporate any revised/updated version of the Licensed Materials into its programs for clients within sixty (60) days of release by Adventace of such updated and/or revised version, and shall bring all client customized materials up to the current version standard for all current active clients within ninety (90) days of release of such new version unless client chooses, in writing with a copy to Adventace, to continue using a previous version for their training session.

(d) Licensee shall use the current version of each component of the System and adhere to the agenda described in each Program for conducting the Programs unless otherwise approved in writing by Adventace. Any and all requested modifications to the Licensed Materials must be approved in writing by Adventace before commitments are made to clients or engagements conducted.

(e) Licensee may, at Licensees own expense, obtain and use paper-based stationary, business cards, and business envelopes in a format specified by Adventace. Licensee must use the Marks solely as specified by Adventace. Licensee shall not use “Adventace” in its business name, in any manner. All such Marks shall remain the sole and exclusive property of Adventace, and all Goodwill accruing from the use of the Marks in any manner shall inure solely to the benefit of Adventace.

(f) Licensee shall require all Program attendees to complete the appropriate Course Evaluation form, which shall be included in Program training manuals supplied by Adventace. Licensee shall also record attendance information in an electronic format specified by Adventace. Licensee will send electronic copies of Course Evaluation forms and attendance forms along with invoice copies to Adventace in a timely manner.

(g) Licensee shall provide Adventace with sample copies of all promotions, seminar mailings and distributions of Adventace material conducted by Licensee. Adventace reserves the right to have Licensee modify materials if deemed necessary by Adventace.

(h) Licensee shall limit Program class sizes as published and made reasonably available to Licensee by Adventace.

(i) An Instructor’s Assistant shall be used when conducting sales execution programs, unless otherwise approved by Adventace in writing.

(j) Licensee shall not represent or offer any other sales training program or sales management program or methodology other than the Adventace System to clients or potential clients unless otherwise approved by Adventace in writing.

(k) Licensee may sponsor other potential licensees using a sublicense agreement specified by Adventace. However, Licensee shall not enter into any agreements with such potential licensees entitling Licensee to share in the Adventace portion of the revenue resulting from such potential licensees.

(l) Licensee will be provided with an Adventace email address, electronic signature, and electronic stationary, which Licensee shall use for all correspondence with Licensee’s Adventace prospects and clients, and for all communications with other Adventace Licensees.

(m) Licensee agrees to connect to and follow Adventace and Adventace leadership on social networks as requested by Adventace. Licensee agrees to add Adventace to Licensee’s profile on social networks in a form and format provided to Licensee by Adventace.

4. **CONDUCT OF SEMINARS BY LICENSEE**

(a) Use of Authorized Representatives Licensee may use employees or other personnel to assist Licensee in conducting Adventace System programs, provided that all such employees or other personnel have received prior written approval from Adventace, or is a certified licensee of the Adventace System. Licensee, however, shall maintain the client relationship, and shall ensure that such employees or other personnel abide by the terms of this Agreement. Each Program or consulting engagement shall be conducted by Licensee, or Licensee’s approved representative, certified to conduct that engagement. The Licensee is responsible for the quality of Adventace related work conducted by such approved representatives for Licensee clients. Licensee is solely responsible for all royalty payments due to Adventace. Licensee shall notify Adventace in writing when any approved representative is no longer employed by Licensee.

(b) Use of Materials. Licensee, and Licensee’s approved representatives, shall use the Licensed Materials solely for the purpose of providing the training seminars and consulting engagements as set forth in this Agreement. Licensee shall not use any other materials other than the Licensed Materials or approved customized versions of the Licensed Materials in the conduct of seminars and or workshops, nor shall Licensee tape or permit the taping or recording of any seminar, program, workshop, or consulting engagement without the express prior written permission of Adventace.

(c) Prices. Adventace’s suggested pricing for the Adventace Methodology Programs will be published and made reasonably available to Licensee. Adventace shall provide Licensee with a minimum of ninety (90) days prior written notice of any change in such suggested pricing. Licensee agrees to not offer Adventace Methodology Programs and consulting engagements for prices less than the minimum suggested prices established by Adventace unless otherwise approved by Adventace in writing.

1. **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY**

(a) Licensee acknowledges and agrees that all Licensed Materials, and all modifications, revisions, adaptations to, and/or derivative works created from, the Licensed Materials, as well as the Marks, are the sole and exclusive property of Adventace. Any modifications, revisions, adaptations, supplementary, and/or derivative works made by Licensee and/or its representatives (collectively the “Licensee Revisions”) shall be deemed to be specially commissioned by Adventace as work made for hire under copyright law. If such Licensee Revisions do not constitute work made for hire for any reason, then Licensee exclusively assigns its right, title, and interest in the Licensee Revisions, in all forms and media now known or hereafter developed, including but not limited to all rights of copyright, to Adventace. Licensee shall immediately provide one complete copy of any Licensee Revisions to Adventace. Licensee shall deliver to Adventace, at Adventace’s request, any documents Adventace deems necessary to confirm this grant of rights to the Licensee Revisions.

(b) Licensee shall maintain the Confidential Information of Adventace in confidence, and shall not disclose, divulge or otherwise communicate such Confidential Information to others, or use it for any purpose except pursuant to, and in order to carry out, the terms and objectives of this Agreement, or with the express written consent of Adventace. Licensee shall take reasonable steps to prevent and restrain the unauthorized disclosure of such Confidential Information by any of its directors, officers, employees, consultants, sub-contractors, or agents. The term “Confidential Information” shall mean all information in written or computerized form marked confidential and provided by Adventace to Licensee, including, but not limited to the terms and conditions of this Agreement, workshop and consulting materials, client lists, business and marketing plans; and financial information, but shall not include information which: (i) is or becomes generally available public information through no act or omission of Licensee; (ii) was generally known to Licensee without restriction at the time of disclosure by Adventace as shown by the files of Licensee in existence at the time of disclosure; (iii) was independently developed by Licensee without any use of the Confidential Information; or (iv) becomes known to Licensee without restriction from a third party without breach of this Agreement by Licensee and otherwise not in violation of Adventace’s rights.

(c) Licensee shall place on all Licensed Materials and all copies thereof and all other materials used in connection therewith such notices as Adventace may require with regard to proprietary rights, including copyright and trademark rights. No other proprietary rights notices shall be used by Licensee without Adventace's express prior written permission.

(d) Licensee shall notify Adventace immediately if it becomes aware of any potential infringement of the Licensed Materials. Adventace shall take any steps it deems appropriate against such infringement, at Adventace’s own expense. Licensee shall assist Adventace, at Licensee’s expense, as reasonably requested in taking any such action against any such infringement. Any amount recovered as a result of any such action taken by Adventace shall be retained by it.

6. **FEES, ACCOUNT OWNERSHIP,** **INVOICING,** **COMPENSATION AND REPORTING**

(a) Methodology

(1) Training and Certification Fees. Licensee shall pay Training and Certification Fees to Adventace as shown in the table below. Fees are due upon execution of this Agreement.

**Training and Certification Fees**

|  |  |  |
| --- | --- | --- |
| **Category** | **First Person Certified** | **Each Additional Person Certified** |
| Business Development Executive | $4,000 | $2,000 |
| Instructor | $2,000 | $1,000 |
| Consultant | $1,000 | $500 |
| Instructor’s Assistant[[1]](#footnote-1) | $1,000 | $500 |

(2) Client Ownership. Licensee shall own the relationship with any client the Licensee enters into contractual agreement with to provide Adventace Methodology Programs. However, upon termination of this Agreement as described in Paragraph 8, Adventace will assume ownership of any of Licensee’s clients.

(3) Invoicing. Licensee will invoice Licensee clients for any Adventace Programs. Adventace is not responsible for assisting Licensee in the collection of delinquent payments from Licensee’s clients.

(4) Royalties – Adventace Methodology Programs. Adventace shall receive a twenty-five percent (25%) royalty (rounded to the nearest whole dollar) of gross revenues paid to Licensee based on Licensee’s client’s use of the Licensed Materials and based on the fee structure published and made reasonably available to Licensee, including but not limited to related training, consulting services (including management overviews, keynote speeches, customization of the System, pipeline reviews, software implementation, follow-up education sessions and any other engagement where Adventace System ideas, principles and/or materials are utilized), speaking engagements, or any other form of event performed by the Licensee or Licensee’s representatives. Excluded from such royalties are revenues from Licensee engagements not using, based on, or otherwise related to the Licensed Materials, any process designed by Licensee and unrelated to the System, or any charges made to Licensee’s clients for travel expenses.

(b) Applications

(1) Training and Certification Fee. Licensee shall pay Training and Certification Fees to Adventace of $2,000 for the first person to be certified as a Business Development Executive. This fee is due upon the execution of this Agreement. Licensee shall pay a fee of $1,000 for each additional person certified.

(2) Client Ownership. Licensee shall own the relationship with any client the Licensee enters into contractual agreement with to provide Adventace Application Programs. However, upon termination of this Agreement as described in Paragraph 8, Adventace will assume ownership of any of Licensee’s clients.

(3) Invoicing. Licensee will invoice Licensee clients *annually* for any Adventace Application Program, unless approved otherwise in writing by Adventace. Adventace is not responsible for assisting Licensee in the collection of delinquent payments from Licensee’s clients.

(4) Royalties – Adventace Application Programs. Adventace shall receive fifty percent (50%) of net profits after direct expenses (rounded to the nearest whole dollar) of gross revenues paid to Licensee based on the fee structure published and made reasonably available to Licensee. Direct expenses include but may not be limited to Service Provider fees (for example, the current fee from Salesforce.com is 15% of the gross revenues paid by client). Determination of the net profit excludes expenses paid by Licensee.

(5) Licensee is responsible for the ongoing maintenance of the relationship with Licensee’s clients, including Application license renewal.

In the event of questions from Licensee’s clients and/or problems identified by Licensee’s clients, Licensee agrees to be both the first and primary contact for Licensee’s clients.

(6) Adventace will make best efforts to update its applications, perform ongoing maintenance, install applications at Licensee client locations, resolve problems, and pay any OEM, maintenance, and development fees associated with its applications.

Due to the nature of the efforts required to make Licensee client implementations and ongoing application usage successful, although Adventace understands that the Licensee owns the client relationship, Adventace must have direct and ongoing communications with relevant contacts at Licensee’s client.

Licensee acknowledges that Adventace shall identify and select Adventace-qualified implementation consultants for Licensee’s client implementations.

Adventace applications may operate as an integral component of a third party service offering (Service Providers). It is common industry practice for such Service Providers to pay referral fees if, through the efforts of Licensee and/or Adventace, the Service Provider gains a new client. If, through Licensee’s efforts, Adventace receives a referral fee from such Service Providers, Adventace shall pay Licensee fifty percent (50%) of gross revenues (rounded to the nearest whole dollar) paid to Adventace.

(c) Annual Licensing Fee. Licensee shall pay an annual licensing fee of $500. This fee must be paid on or before each anniversary of the Effective Date of this Agreement unless the Agreement is terminated as defined in Paragraph 8.

(d) Reports. If requested by Adventace, Licensee shall provide pipeline and forecast information in a form, format, and frequency that Adventace reserves the right to identify.

(e) Records and Audit. Licensee shall maintain complete and accurate records of Licensee’s Adventace-based business. Adventace, or Adventace’s representative, shall have the right, upon reasonable prior notice, to examine Licensee’s books and records insofar as they relate to the Licensed Materials. Any such examination shall be conducted during regular business hours, and at Adventace’s expense. If the examination discovers errors in royalty payments inAdventace’s favor, then Licensee shall promptly pay all amounts due, and if such error is five percent (5%) or more, then the Licensee shall promptly pay all amounts due, and shall reimburse Adventace for the cost of such examination.

(f) Client Internal Licensing and Negotiated Prices and Fees. In the event that Licensee has the prospect of selling to a large organization that desires to conduct System-based Programs using its own instructors and/or consultants, Licensee shall inform Adventace. With Adventace’s approval, Licensee may sponsor and manage the training of the client’s instructor(s) and/or consultants. However, Adventace must certify the client’s instructor(s) and/or consultants prior to their conducting any Adventace engagement. Based on the Adventace Client Internal Licensing fee policy, Licensee shall negotiate an appropriate fee for such a relationship, and shall keep Adventace fully informed with regard to such fees. Adventace reserves the right to reject such negotiated fees if they are below the minimum fees established by Adventace. Licensee shall be entitled to 50% of all payments received from such client for the life of said client relationship, as long as this Agreement remains in effect.

(g) Education Seminars. Subject to the Rules of Engagement with other Adventace licensees, as published and made reasonably available to Licensee, and upon prior approval from Adventace, Licensee may conduct education (no role-playing or case study work) sessions, public seminars and seminars for non-profit organizations for marketing and promotional purposes, at less than minimum domestic pricing rates.

7. **WARRANTIES AND INDEMNITIES**

(a) Adventace Warranties and Indemnity. Adventace represents and warrants that it has the right to enter this Agreement, and that except as otherwise noted in the Licensed Materials, it is the sole and exclusive owner of all proprietary rights relating to the Licensed Materials and the Marks. Adventace shall indemnify, defend and hold harmless Licensee, its directors, shareholders, officers, employees, agents, parent, subsidiaries, and affiliates against any and all claims, demands, judgments, costs (including reasonable attorney’s fees), and liabilities whatsoever arising or which are alleged to arise from any breach by Adventace of any obligation under this Agreement; and any claim that the Licensed Materials or the Marks violate or infringe any personal or proprietary rights of any third party.

(b) Licensee’s Warranties and Indemnity. Licensee represents and warrants that it has the right to enter this Agreement. Licensee shall indemnify, defend and hold harmless Adventace, its directors, shareholders, officers, employees, agents, parent, subsidiaries, affiliates, and assigns against any and all claims, demands, judgments, costs (including reasonable attorney’s fees), and liabilities whatsoever arising or which are alleged to arise from any breach by Licensee of any obligation under this Agreement; any actual or alleged damage arising out of Licensee’s activities or licensee's employees’ or agents’ activities; and any claim that Licensee has violated or infringed any personal or proprietary rights of any third party.

(c) LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

8. **TERM AND TERMINATION**

(a) Term. This Agreement shall commence upon the Effective Date, and shall remain in effect unless terminated by either party as provided herein.

(b) Termination by Licensee. Licensee may terminate this Agreement by giving Adventace at least thirty (30) days prior written notice of termination.

(c) Termination by Adventace. A Contract Year shall commence on the Effective Date. This agreement shall remain in effect for successive Contract Years unless otherwise terminated as provided herein. If Licensee is certified as a Business Development Executive and fails to reach a minimum of $25,000 in royalty payments to Adventace for the first Contract Year, or a minimum of $50,000 in royalty payments for each subsequent Contract year, then Adventace may terminate this Agreement.

In the event of a breach by Licensee, including but not limited to payment of the Fees and Royalties described in Paragraph 6, Adventace may terminate this Agreement by giving Licensee at least thirty (30) days prior written notice of any such breach unless Licensee has cured the breach during the thirty (30) day period. Adventace may terminate this Agreement for reasons that, in Adventace’s sole discretion, may damage Adventace’s reputation, quality, and/or business environment, including but not limited to Licensee delivering poor quality instruction, client complaints, and repeated interference with other licensees, upon sixty (60) days prior written notice to Licensee.

(d) Consequences of Termination. Upon the termination of this Agreement, Licensee shall immediately return to Adventace all Confidential Information, and all copies of the Licensed Materials, and shall cease using the Marks. Licensee shall continue to be obliged to make all payments due to Adventace hereunder with respect to all Licensee activities prior to termination.

(e) Post Termination. Licensee agrees that it shall not, for a period of one (1) year following the termination of this Agreement for any reason, directly or indirectly, in Licensee’s own behalf or as an owner, partner, officer, director, employee, licensee or consultant of any entity, engage in any business activity which competes with the products or services delivered, marketed, licensed or sold by Adventace.

(f) Automatic Termination. This License shall terminate immediately upon the death, incapacity, insolvency, or bankruptcy of Licensee.

9. **INTERFERENCE WITH OTHER LICENSEES**

During the Term of this Agreement, Adventace shall not contact clients of Licensee for any sales or marketing related-activities (other than for quality-control purposes) unless it is part of a program the Licensee wishes to pursue in conjunction with Adventace. Adventace shall provide all its licensees with Rules of Engagement regarding client prospecting and other activities for the purpose of ensuring that no licensee interferes with the client relationships of other licensees. Such Rules of Engagement shall be strictly adhered to by all licensees. The rules shall be updated periodically as necessary by Adventace. Adventace shall provide and update as necessary a “Restricted Accounts” list. The Restricted Accounts list will contain names of companies that Licensee cannot do business with. An account may be restricted because Adventace and/or another Licensee already owns the account relationship or Adventace has agreed to a non-compete agreement, or other reason deemed necessary by Adventace. Adventace shall have full and final authority to determine accounts on the Restricted Accounts list, which shall be published and made reasonably available to Licensee.

10. **GENERAL**

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, representations, and understandings related to the subject matter of this Agreement. No modifications of this Agreement will be binding on either party unless set forth in writing and signed by both parties.

(b) Severability. The provisions of this Agreement are severable and if any of the provisions hereof are held to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement will remain binding and enforceable by and between the parties.

(c) Notices. All notices given pursuant to this Agreement will be in writing sent prepaid by certified or registered mail (return receipt requested), overnight express service, or facsimile, and will be effective upon receipt. All such notices will be directed to Robert W. Junke, 2166 Chardonnay Circle, Gibsonia, PA 15044 in the case of notices to Adventace, and to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the case of notices to Licensee, and will be directed to the respective parties at the address set forth on the first page of this Agreement or to such other addresses as the parties have notified each other of in the foregoing manner.

(d) Law and Jurisdiction. This Agreement and the rights and obligations of the parties will be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania and the United States.

(e) Arbitration. Any dispute arising from or relating to this Agreement shall be settled by binding arbitration in Pittsburgh, Pennsylvania, United States, by a single arbitrator pursuant to the then-current Commercial Arbitration rules of the American Arbitration Association, and judgment on the arbitration award may be entered in any court of competent jurisdiction. The parties to the dispute shall share equally the arbitrator’s fees and any administrative fee, but shall otherwise bear their own expenses. The arbitrator shall be familiar with contracts of the type represented by this Agreement. Except as necessary for purposes of an action to enforce, modify or vacate the arbitration award, all documents and other information submitted to the arbitrator, including any transcript of the proceedings and the arbitrator’s award, shall be confidential and shall not be disclosed to anyone other than the parties and their counsel and financial advisors.

(f) Independent Contractor Status. The parties are independent contractors under this Agreement, and nothing herein will be construed to create a partnership or joint venture relationship between the parties. Licensee is not an agent of Adventace, and Licensee will have no authority to enter into agreements of any kind on behalf of Adventace and will not have the power or authority to bind or obligate Adventace in any manner to any third party. Licensee will not purport to make any representation or warranty on behalf of Adventace.

(g) Force Majeure. In no event will either party be liable for any delay or failure to perform hereunder as a result of acts of God, acts of the public enemy, fires, floods, strikes, and other causes beyond the reasonable control of such party.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. It will not be a condition to the effectiveness of this Agreement that each party will have executed the same counterpart.

(i) Assignment. This Agreement is strictly with Licensee. Licensee shall not assign any of its rights or obligations under this Agreement without the prior written consent of Licensor. Any assignment by Licensee in violation of this subsection will be void and without force or effect. Licensor may assign all or any of its rights or obligations under this Agreement to a successor to its business (whether by a merger, sale of all or substantially all of its assets, or otherwise), which expressly agrees to assume Licensor’s obligations hereunder.

(j) Affiliates and Subsidiaries. This Agreement will apply and inure to the benefit of Adventace, its affiliates, subsidiaries, successors, and assigns.

1. Survival. Paragraphs 5, 6(c), 6(h), 7, 8(d), 8(e), and 10 shall survive the termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written above.

|  |  |
| --- | --- |
| By:  | By:  |
| Authorized Signature | Authorized Signature |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Robert W. Junke |
| (Name) | CEO |
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| (Title) |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Adventace, LLC |
| (Company) |  |
|  |  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Appendix 1**

**Certification Categories**

|  |  |
| --- | --- |
| **Category** | **Description** |
| Business Development Executive | Responsible for sales and account management of the Adventace methodology and/or applications  |
| Instructor | Responsible for teaching Adventace workshops |
| Consultant  | Provides expert advise to clients, including but not limited to conducting management operations reviews, building knowledge libraries, etc. |
| Instructor’s Assistant | Assists instructor with pre-workshop coordination, various workshop activities (setting up role-play and/or activity teams, coaching, and demonstrating with instructor) and post-workshop results analysis |

1. If Licensee is certified as an Instructor, they will automatically be certified as an Instructor’s Assistant [↑](#footnote-ref-1)