

Flourishh by 2H Ltd- Edu-Therapy™ Certification Licence Agreement

THIS AGREEMENT is made the day of 202...

BETWEEN:

(1) Flourishh by 2H Ltd, a company registered in England and Wales under number 13752225, whose registered office address is 20 Chamberlain Street, Wells, Somerset, BA5 2PF ("the Licensor") and

(2) Name _____

Address _____

("the Licensee")

WHEREAS:

- (1) The Licensor provides an educational programme in the field of bereavement, grief and loss, mental health and wellness based cognitive behavioural counselling called Edu-Therapy, under licence from the owner of Edu-Therapy.™
- (2) Edu-Therapy Solutions, 21 McCall Street, Simcoe, Ontario, Canada N3Y 2C have licenced Flourishh by 2H Ltd to operate Edu-Therapy training based in the UK.
- (3) Edu-Therapy Solutions owns the entire right, title and interest in the Intellectual Property and the Systems of the Licensed Programme.
- (4) The Licensee has requested the Licensor to grant, and the Licensor has agreed to grant to the Licensee, the right to operate the Licensed Programme on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Confidential Information" means the details of this Licence Agreement, all of the managerial information, marketing information, and sales, promotional and proprietary information relating to the Licensed Programme including, but not limited to, any and all information relating to the Trade Marks, Intellectual Property, and the services of the Licensed Programme;

"Effective Date" means the date of this Agreement;

"Fees" means all fees payable by the Licensee for the operation of the Licensed Programme;

"Manual" means the operations manual containing the guidance notes to be followed by the Licensee in the operation of the Licensed Programme, to be provided by the Licensor to the Licensee along with any additions, alterations or modifications made to from time to time;

"Intellectual Property" means the Manual, the System, the Trade Marks, any trade secrets, distinctive marks, symbols, logos, patents, trade colour, trade dress, trade names, copyright protected material, designs, goodwill and licenses belonging to the Licensor and provided to the Licensee to be used by the Licensee in the operation of the Licensed Programme, as detailed in particular in the Manual;

"Licence" means the licence given by the Licensor to the Licensee under this Licence Agreement for the use of the Licensor's Trade Marks, the System and the Intellectual Property;

"Premises" means the premises used by the Licensee to conduct the Licensed Programme;

"Services" means all services sold or performed by or for the Licensee, through the Licensed Programme including, but not limited to, the services listed in the Manual;

"System" means the distinctive and proprietary system, as more specifically described in the Manual, of operating and managing the Licences granted by the Licensor;

1.2 Unless the context otherwise requires, each reference in this Agreement to:-

1.2.1 "writing" and "written" includes a reference to any communication effected by email or similar means;

- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "this Agreement" is a reference to this Agreement and each of the Schedules, as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to this Agreement;
- 1.2.5 a clause or paragraph is a reference to a clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule;
- 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement and includes a reference to their respective legal successors and permitted assignees;
- 1.2.7 any reference to a person includes anybody corporate, unincorporated association, partnership or any other legal entity;
- 1.2.8 words importing the singular number include the plural and vice versa; and
- 1.2.9 words importing any gender include any other gender.
- 1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. Grant of Licence

- 2.1 The Licensee, as a minimum requirement, must successfully complete the Licensor's certification. Upon successful completion, the Licensor will grant to the Licensee, on an exclusive basis, the right and privilege to establish and operate the Licensed Programme, on the terms and conditions contained in this Agreement.
- 2.2 The Licensee acknowledges that the Licensor has and will continue, from time to time, to grant rights to various other persons to own and operate other Licences under the name and using the Intellectual Property of the Licensor. The Licensee acknowledges that the agreements with these other Licensees may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of any different agreements and the fact that the Licensor and other Licensees may have different rights and obligations thereunder does not affect the Parties' obligation to comply with the terms of this Agreement.
- 2.3 The Licensee shall not be entitled to sub-license any of the rights granted to it under clause 2.1.
- 2.4 For the avoidance of doubt, it is hereby declared that the Licensee shall have no right to use the name, or the Intellectual Property otherwise than as expressly licensed to the Licensee as detailed herein, throughout the term of this Agreement.

3. Fees and Payment by the Licensee

- 3.1 In consideration of the rights granted to the Licensee for the Licensed Programme, the Licensee shall pay to the Licensor the following fees:
 - 3.1.1 "Certification Training Fee": The Licensee shall pay to the Licensor an initial, one-off, non-refundable Licence fee as detailed in Schedule 3. This will include 60 months initial licence.
 - 3.1.2 "Renewal Fee": The Licensee shall pay to the Licensor a non-refundable Licence fee as detailed in Schedule 3, which shall be due on expiry of the 60 months, commencing from the Effective Date of this Agreement.
- 3.2 All sums due under this Agreement:
 - 3.2.1 are exclusive of any Value Added Tax, where applicable, which shall be payable in addition on the rendering by the Licensor of any appropriate Value Added Tax invoice;
 - 3.2.2 shall be made in pounds sterling to the credit of a bank account to be designated in writing by the Licensor; and
 - 3.2.3 shall be made in full without set-off, withholding or deduction of taxes, charges and other duties that may be imposed.
- 3.3 Delinquent payments on any amount set in this clause 3 shall bear an interest of 8% per annum above the Bank of England Base Rate on the amount due and shall be calculated from the due date until payments are actually received by the Licensor, whether before or after judgment.
- 3.4 Should any amount due not be paid within 3 months then the Licence shall be suspended and the Licensor will assume the Licensee will not be renewing the Licence.
- 3.5 It is agreed that any and all expenses incurred by the Licensor in obtaining the payments due from the Licensee, such as reasonable legal or other charges and fees, shall be paid to the Licensor by the Licensee.

4. Obligations of the Licensor

- The Licensor shall:
 - 4.1 provide the Licensee with a copy of the Manual and any subsequent updated editions or versions;
 - 4.2 provide the Licensee with any Confidential Information that is essential for operation of the Licensed Programme;
 - 4.3 conduct training (including an initial certification training) and any subsequent refresher training programs for the benefit of the Licensee and its staff, in accordance with clause 9;
 - 4.4 provide the Licensee with ongoing support and consultation, without fees on a 'as needed' basis. This support will be provided by Flourishh using the most current principles and practices.
 - 4.5 provide the Licensee with strategic and general advice reasonably required by the Licensee for the successful running of the Licensed Programme; and
 - 4.6 endeavour to maintain high and uniform standards of quality and service at all the other licences granted by the Licensor, to protect and enhance the reputation of the Licensed Programme.

5. Obligations of the Licensee

The Licensee shall:

- 5.1 conduct the Licensed Programme in a professional manner according to the Manual and any subsequent amendments thereto, and shall comply with all operational instructions contained therein;
- 5.2 operate the Licensed Programme in a suitable environment.
- 5.3 provide valid contact details for the Licensor to each customer from the outset.
- 5.4 provide every customer with a link to the online evaluation form or a copy of the evaluation form together with an address for return once completed
- 5.5 agree that the Services be delivered in the specified time frames.
- 5.6 agree that they will not modify in any way whatsoever, either verbally or in writing, any material provided by the Licensor in the performance of the Services
- 5.7 operate the Licensed Programme in accordance with all the local and municipal laws and ordinances applicable;
- 5.8 deal with all customer complaints efficiently and promptly. In the event that the Licensee is unable to handle any customer complaint adequately, such matter must be promptly be referred to the Licensor;
- 5.9 cooperate with and assist the Licensor in participating in any consumer surveys and market research programmes devised by the Licensor with respect to the Licensor's overall Programme, and shall provide the Licensor with timely reports and other relevant information regarding the same;
- 5.10 not advertise themselves as Edu-Therapy™. The Licensee cannot call themselves 'Edu-Therapy London' for example, they can advertise that they are a Certified Edu-Therapy Specialist.
- 5.11 acquire and preserve the necessary licenses, registrations and authorisations fundamental to carrying out the Licensed Programme from the relevant agencies and will furnish the Licensor with copies thereof;
- 5.12 not maintain, directly or indirectly, any financial interest in the competitors of the Licensor;
- 5.13 complete an assessment at each licence renewal
- 5.14 not commit any offence or take any action which could undermine or devalue the reputation of the Licensed Programme or the Licensor.
- 5.15 Comply with and acknowledge that the licence does not qualify the Licensees to work with minors under the age of 18 years old
- 5.16 On completion of certification for online, the license will include delivering the Licensed Programme online, the delivery should only be via the approved channel and format by the Licensor

6. Use of Intellectual Property

- 6.1 The Licensor hereby grants to the Licensee the Licence to be used solely in accordance with, and for the purposes of, the Licensed Programme during the term of this Agreement.
- 6.2 For any use of the Intellectual Property by the Licensee, it must clearly indicate the following:
 - 6.2.1 that the Intellectual Property is registered where applicable;
 - 6.2.2 that the Licensor is the owner thereof;
 - 6.2.3 that the Licensee is using the Intellectual Property under the Licence.
- 6.3 The Licensee shall take all reasonable care to protect the Intellectual Property from infringement by any third party and shall promptly notify the Licensor of any suspected infringement by any third party.
- 6.4 The Licensee shall not modify, add or in any way change or amend the Edu-Therapy™ programme or concepts whether verbally or in writing whatsoever
- 6.5 The Licensee shall not use the Intellectual Property in any of the following ways:
 - 6.5.1 in such manner that would diminish the value of the Intellectual Property;
 - 6.5.2 the Licensee shall not use, apply and/ or register any mark, design, logo or name which, in the sole opinion of the Licensor, is identical, similar or confusingly similar to any mark, design, logo or name owned by the Licensor;
 - 6.5.3 the Licensee, or any of its employees, shall not divulge, communicate or use for the benefit of any third party, during the term of this Agreement, information relating to the Intellectual Property, except in accordance with and under the instructions and/or supervision of the Licensor.

7. Training and Quality Control

- 7.1 The Licensee shall follow the quality benchmarks and ensure that it meets the minimum standards as specified by the Licensor.
- 7.2 The Licensee shall ensure that they, together with all persons they employ, have satisfied the training requirements as specified by the Licensor in the Manual (the "Training Requirements"). Any employee who fails to meet the Training Requirements shall be dismissed by the Licensee at the Licensee's expense. No person who fails to meet the Training Requirements may act in the name of the Licensed Programme.
- 7.3 The Licensor shall provide training to the Licensee with regard to:
 - 7.3.1 the minimum standards and Training Requirements as specified;
 - 7.3.2 the professional standards adhered to by the Licensor;
- 7.4 The Licensor may from time to time decide that it is necessary for the Licensee or its employees to undergo further training. Such training will be provided or arranged by the Licensor at the Licensee's expense.
- 7.5 On licence expiry the Licensee must complete the online refresher course. Failure to complete this within 3 months after the Licence renewal date will revoke the licence and the Licensee will be required to re-certify.
- 7.6 If the Licensee does not pass the online refresher course, a second attempt will be given however two failures

- will revoke the licence and the Licensee will be required to re-certify.
- 7.7 All travelling costs for training shall be paid by the Licensee.
- 8. Advertising and Marketing**
- 8.1 The Licensors shall be responsible for directing the national, regional and local advertising and marketing for all of its Licenses, including the Licensed Programme.
- 8.2 The Licensee may, at its own cost undertake advertising and promotional strategies in addition to that of the Licensors provided however that such additional advertising or marketing is not in conflict with or contrary to the Licensors' overall marketing policy and strategy of standardisation of formats to ensure all Licensees are meeting brand expectations and providing a consistent approach.
- 9. Insurance**
- The Licensee shall maintain appropriate Professional and Public Liability insurance cover and shall provide copies of such policies to the Licensors on receipt of a request for the same from the Licensors.
- 10. Confidentiality**
- 10.1 The Licensee shall keep the Confidential Information confidential and secret both pursuant to this Agreement and prior to and in contemplation of it and shall use the same exclusively for the purposes of this Agreement and shall not use or disclose or make the Confidential Information available, directly or indirectly, to any person other than its officers and employees who need the Confidential Information to enable the Licensee to perform its obligations under this Agreement and provided that such officers and employees are also obliged to keep such Confidential Information confidential and secret. The foregoing obligations shall not apply to any information acquired by the Licensee which:
- 10.1.1 prior to receipt thereof from one Party was in the possession of the other and at its free disposal;
- 10.1.2 at the time of execution of this Agreement was in the public domain; or
- 10.1.3 at a later date comes into the public domain through no act or default of the Licensee or its agents or employees.
- 10.2 The Licensee hereby agrees and undertakes:
- 10.2.1 that all Confidential Information shall be and shall remain at all times the sole and exclusive property of the Licensors;
- 10.2.2 that its right to use Confidential Information shall wholly cease upon the termination of this Agreement; and
- 10.2.3 to return to the Licensors on termination of this Agreement all material embodying Confidential Information (including information stored on computer drives) or any part thereof and all copies thereof.
- 10.3 Notwithstanding the foregoing provisions, the Parties pursuant to this Agreement shall be entitled to disclose promotional and proprietary information relating to the Licensed Programme to actual or potential customers in so far as such disclosure is reasonably necessary to promote the sale or use of the Licensed Programme.
- 10.4 The provisions of this clause shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.
- 11. Term and Termination**
- 11.1 This Agreement shall come into force on the Effective Date and shall continue for a minimum term of 60 months and thereafter shall be renewed in 60 monthly terms under prevailing renewal conditions at time of renewal until terminated by either Party in accordance with this clause 12.
- 11.2 Either Party shall be entitled to terminate this Agreement after 12 months from the Effective Date by the giving of not less than 3 months' written notice to the other.
- 11.3 In addition to the rights to terminate under the provisions of clause 11.1 and 11.2 above, this Licence Agreement may be terminated by either Party by giving 30 days' written notice to the defaulting Party in the event that:
- 11.3.1 the Licensee fails or refuses to pay any amount due and payable to the Licensors under the provisions of this Agreement;
- 11.3.2 the Licensee fails to perform any of its duties as contained in this Agreement;
- 11.3.3 either Party becomes insolvent, goes into liquidation, has a receiver appointed over the whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of a scheme for bona fide amalgamation or reconstruction);
- 11.3.4 either Party materially breaches any of its duties as contained in this Agreement; or
- 11.3.5 there is a materially adverse change in the Programme of the Licensors such that it is no longer commercially viable for the Licensee to carry on the Licensed Programme.
- 11.3.6 The Licensors may terminate the Licence should the Licensors feel the Licensee is no longer suitable for the Licensed Programme or in the Licensors' reasonable opinion, the Licensee is negligent and/or incompetent in the performance of the Services; or do not promote the best interests of the Company/our brand and to deliver a high standard of service.
- 11.4 In addition to the rights to terminate under the provisions of clause 11.1, 11.2 and 11.3 above, this Agreement may be terminated immediately by either Party should the other Party commit any illegal act.

- 11.5 It is clarified that a Party's right to terminate as contained in clause 11.3 above is subject to the defaulting Party's inability to rectify the applicable default within a period of 30 days from its receipt of a notice of default from the non-defaulting Party.

12. Effect of Termination or Expiry

- 12.1 The termination of this Agreement shall be without prejudice to the rights and remedies of either Party existing against the other at the time of such termination. On the expiry or the termination of this Agreement:
- 12.1.1 the License shall expire and the Licensee shall immediately cease using the License and shall return all of the Confidential Information provided by the Licensor to the Licensee;
 - 12.1.2 the Licensee shall not represent any affiliation with the Licensor;
 - 12.1.3 the Licensee shall deliver up to the Licensor at the Licensee's cost any promotional and other literature relating to the Licensed Programme; and
 - 12.1.4 the Licensee shall give reasonable notice of termination to all customers of the Licensed Programme in a proper and professional manner;
- 12.2 Termination of this Agreement for any reason shall not bring to an end:
- 12.2.1 the secrecy obligations on the Parties hereto; or
 - 12.2.2 the Licensee's obligations to pay any Fees or other sums which have accrued due or which will become due under clause 3.

13. Non-Competition and Non-Solicitation

- 13.1 The Licensee shall not employ or retain any person who has been previously employed by the Licensor if the application for employment is made to the Licensee within six months upon the termination of such person's services by the Licensor.

14. Liability

- 14.1 The Licensee hereby agrees to indemnify the Licensor against any and all damages or loss suffered by the Licensor as a result of the conduct of the Licensee.
- 14.2 The Licensor and the Licensee shall indemnify each other against any direct damages suffered by either Party on account of fraud, personal injury or death caused by the negligence of the other Party or their employees.
- 14.3 The Licensor shall not be liable to the Licensee for any indirect or consequential damages suffered by the Licensee, whether actual or reasonably foreseen.
- 14.4 Any liability not expressly assumed in this Agreement is excluded to the extent permitted by law.
- 14.5 The Parties agree that the exclusions and limitations of liability in this Agreement are reasonable.

15. No Partnership/Employment

Nothing contained herein shall be deemed to form or create any partnership relationship between the Parties.

16. Assignment

This Agreement shall be binding upon and ensure to the benefit of the Parties and their respective legal successors but shall not otherwise be assignable by the Licensee without the written consent of the Licensor, which consent shall not be unreasonably withheld. The Licensor shall be entitled to assign any or all of its rights or obligations under the Licence Agreement by so notifying the Licensee in writing.

17. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

18. Costs

Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Licence Agreement.

19. Entire Agreement

- 19.1 This Agreement, together with any documents referred to herein, constitutes the entire agreement between the Parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 19.2 No variation or amendment of this Agreement shall bind either Party unless made in writing and agreed to in writing by duly authorised officers of both Parties.

20. Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other

provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

21. Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

22. Notices

22.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party giving the notice or by a duly authorised officer thereof, as appropriate.

22.2 Notices shall be deemed to have been duly given:

22.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal Programme hours of the recipient; or

22.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or

22.2.3 on the fifth Programme day following mailing, if mailed by national ordinary mail, postage prepaid; or

22.2.4 on the tenth Programme day following mailing, if mailed by airmail, postage prepaid.

22.3 All notices under this Agreement shall be addressed to the most recent address or e-mail address notified to the other Party.

23. Dispute Resolution

23.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

23.2 If negotiations under clause 23.1 do not resolve the matter within 30 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

23.3 Nothing in this clause 23 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

23.4 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this clause 23 shall be final and binding on both Parties.

24. Governing Law and Jurisdiction

24.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

24.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written.

SIGNED: _____
By: Carole Henderson, Managing Director
for and on behalf of Flourishh by2H Ltd

SIGNED: _____
for and on behalf of (Licensee)

Schedule One

Trade mark:

Edu-Therapy

Copyrighted works:

Edu-Therapy™ Solutions – A Cognitive Behavioural Process for healing grieving hearts – Participant Workbook (Individual)

Edu-Therapy™ Solutions – A Cognitive Behavioural Process for healing grieving hearts – Participant Workbook (Group)

Edu-Therapy™ Solutions – A Cognitive Behavioural Process for healing grieving hearts – Leader Workbook (Individual)

Edu-Therapy™ Solutions – A Cognitive Behavioural Process for healing grieving hearts – Leader Workbook (Group)

Edu-Therapy™ Solutions Seminar materials - A Cognitive Behavioural Process for healing grieving hearts

Grief Edu-Therapy™ Certification Training & Programme materials

Support Materials

Copyrighted works updates

Promotional Materials

All promotional materials provided by the Licensor