

SERVICE MARK LICENSE AGREEMENT^(updated July 28, 2018)

This Agreement is made and entered into as of the date on the back or bottom of this document between R. Weinman VH Trust, PO Box 2001 Amherst MA, 01004. ("Licensor") and each party identified on the back or bottom of this document, each of whom is referred to in this agreement as "Licensee." By signing this Agreement, each party has individually agreed to the terms of this Agreement.

Recitals

A. Licensor is the owner of the mark "VortexHealing®," which mark is registered with the United States Patent & Trademark Office (the "Trademark").

B. Licensee has completed a course of instruction conducted by VortexHealing, Inc. in Licensor's VortexHealing® energetic healing techniques. Licensee desires to obtain permission from Licensor to use the VortexHealing® mark in connection with his or her offering of energetic healing services to individuals.

Agreement

1. Permission To Use Trademark. In consideration of the sums it has paid VortexHealing, Inc., Licensor grants to Licensee subject to the conditions in this Agreement, a non-exclusive personal license to use the Trademark solely in connection with his or her offering energetic healing services to individuals and solely in the following forms: "VortexHealing® Divine Energy Healing," "VortexHealing® Spiritual Healing", "VortexHealing® Divine Spiritual Healing", "VortexHealing® Divine Energy Therapy," "VortexHealing® Energetic Therapy," "VortexHealing® Energetic Healing," "VortexHealing® Therapy," "VortexHealing® Energy Therapy," "VortexHealing® Energetics", "VortexHealing® Therapeutics", "VortexHealing® Energy Healing," "VortexHealing® Divine Magic Healing," "VortexHealing® Divine Magic Therapy," "VortexHealing® Light Healing," "VortexHealing® Synchronized Meditation," "VortexHealing® Synchronized Meditation with Divinity (or, God, etc)," "Certified VortexHealing® Practitioner," and "VortexHealing® Practitioner." Without limitation, Licensee shall not use the Trademark in connection with offering instruction or education in energetic healing. In addition to using the Trademark only in the preceding forms, Licensee shall use the Trademark only if his or her name (or trade or business name) is proximate to and at least as prominent as the Trademark. **The use of ® after the name VortexHealing is always required. Any INTERNET-WEBSITE use of the trademark, or BROCHURES using the name VortexHealing, requires prior written permission of Licensor.**

2. Term of Permission. This license shall terminate two years from the date of this Agreement. The license shall automatically renew for successive two year periods unless either party gives notice to the other that it intends to terminate the license at the end of then current license term.

3. Indemnification. Licensee hereby indemnifies and agrees to hold Licensor harmless with respect to any claims or suits arising out of or related to its use of the Trademark.

4. Quality. Licensor shall have the right to revoke this license if Licensee does not maintain his or her high standing in the healing arts or if Licensee is using the VortexHealing® energetic healing techniques in an improper manner, in the sole discretion of Licensor. Licensor may require Licensee to undertake further studies with an approved VortexHealing® instructor, as a condition of continuing or renewing this license.

5. Acknowledgment of Validity of Trademark. Licensee acknowledges and admits the validity of the Trademark, Licensor's exclusive right, title and interest in and to the use thereof and the registration thereof, if any. Licensee covenants that it will not, directly or indirectly, attack or assist another in attacking the validity of the Trademark or of any registrations thereof owned by Licensor in this or any foreign country and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. The acknowledgment, covenants and admissions contained in this paragraph shall survive the termination of this Agreement for any reason whatsoever.

In connection with the use of the Trademark, the Licensee shall not in any manner represent that it has any ownership in the Trademark or registration thereof, and the Licensee acknowledges that use of the Trademark shall not create in the Licensee's favor any right, title or interest in or to the Trademark, but all uses of the Trademark by the Licensee shall insure to the benefit of the Licensor. Upon termination of this Agreement in any manner provided herein, the Licensee will cease and desist from all use of the Trademark in any way, and the Licensee shall at no time adopt or use, without the Licensor's prior written consent, any word or mark which is likely to be similar or confusing with the Trademark.

6. Specific Remedies. Licensee agrees that the Trademark and its use are special and unique, that damages alone cannot compensate in the event of a violation of the above covenants, and that injunctive relief will be essential for the protection of Licensor and its successors and assigns. Accordingly, Licensee agrees and consents that, in the event it shall violate or breach any one or more of the covenants in this Agreement, Licensor shall be entitled to obtain (and Licensee hereby consents thereto) injunctive relief against Licensee without bond, but upon due notice, in addition to such further or other relief, as may appertain at equity

or law. The obtaining of such an injunction by Licensor shall not be considered an election of remedies or a waiver of any right by Licensor to assert any other remedies Licensor has at law or in equity. No waiver of any breach or violation hereof shall be implied from forbearance of failure by Licensor to take action hereon.

7. Severability. The parties agree that if any provisions of this Agreement shall be adjudicated to be invalid or unenforceable, such provision or provisions shall be deemed deleted from this Agreement for purposes of enforcing this Agreement and such deletion shall apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made; provided, further, to the extent any provision hereof is deemed unenforceable by virtue of its scope in terms of area or length of time, but may be made enforceable by limitation thereon, the parties agree that the same shall be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction in which enforcement is sought.

8. Transfer by Licensee. Licensee shall not sell, transfer, assign, or otherwise dispose, whether voluntarily or by operation of law, of this license, without the prior written consent of Licensor.

9. Termination. This Agreement and the License it represents shall automatically terminate and Licensor shall thereby be released from all obligations under this Agreement in the event of any of the following: (1) Any attempt by Licensee to deliver to any customer without Licensor's prior written authorization goods or services, other than the Services, bearing the Trademark; (2) Any attempt by Licensee to dispose of the license, right and permission hereby conferred without first obtaining written consent of Licensor; (3) The cessation by Licensee of its business, its inability to operate its business in the usual manner, or are not permitted or able to provide Licensor with assurance, satisfactory in its sole discretion, that Licensee will operate its business in a manner sufficient to meet its obligations under this Agreement; (4) The insolvency of Licensee, however such insolvency may be evidenced; (5) The filing by or against Licensee of a voluntary or involuntary petition pursuant to any present or future act of the Federal Congress on the subject of bankruptcy; (6) The institution of any proceeding by or against Licensee for any relief under any law relating to the relief of debtors, adjustments of indebtedness, reorganizations, arrangements, compositions or extensions unless such proceeding is disposed of within thirty (30) days after the filing thereof; or (7) The making of any assignment for the benefit of creditors or the appointment of a receiver of Licensee or of any property of Licensee.

10. Use of Marks After Terminating Agreement. Licensee agrees that upon the termination or expiration of the term of this Agreement or the termination or expiration of any extension of the term hereof, for any reason whatsoever, Licensee shall forthwith discontinue the use of the Trademark and thereafter shall no longer use or have the right to use the Trademark, any variation thereof or any word or figure similar thereto.


11. Governing Law. The license agreement and all of the rights and obligations of the parties herein shall be construed and enforced under the laws of the state of Arizona. Licensee agrees that he or she is and shall remain subject to the *in personam*, *in rem* and subject matter jurisdiction of the Courts of the State of Arizona (including the United States District Court for the District of Arizona) for all purposes pertaining to this license and any disputes regarding the license shall be litigated in those courts.

12. Waiver. The waiver by either of the parties hereto of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.

13. Nature of Relationship. Nothing herein shall be construed to place the parties in a relationship of partners or joint venturers, or representative agency, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

14. Notice. Any notice, payment, or statement required by this Agreement shall be in writing and either delivered personally or sent by registered or certified mail, postage prepaid, to the addresses first listed above. A party may designate another address by notice to the other. All notices shall be effective as of the date of personal delivery or mailing.

15. Merger. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreement and understanding between the parties with respect to such subject matter. As such, any modification of this Agreement must be in writing signed by both parties to be effective and the parties are not relying upon any representation or warranty other than as expressly made within this written document and covenant not to sue each other for anything beyond the four corners of this document.


LICENSOR: _____
Ric A. Weinman, Trustee of the R. Weinman VH Trust

The Undersigned Licensees

I, THE UNDERSIGNED, HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF BEING A LICENSEE, AS OUTLINED IN THE SERVICE MARK AGREEMENT ON THE REVERSE SIDE.

Date (write in words) _____

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