

CONTENT LICENSE AGREEMENT

THIS CONTENT LICENSE AGREEMENT (“**Agreement**”) is made as of the date of your signature below (“**Effective Date**”), by and between:

The International Trauma-Healing Institute, an Israeli non-for-profit organization, registration number 580501369, with principal place of business at 10 Haatsmaut St., Raanana, Israel 43460 (“**We**” or “**Licensor**”); and

The individual whose printed name and signature is below, and whose address and email below (“**You**”).

WHEREAS, We are the sole owner of the teaching materials for the EmotionAid® method as further specified in Exhibit A hereto (the “**Licensed Materials**”); and

WHEREAS, We are willing to allow You to use the Licensed Materials, all subject to the terms and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. License. Subject to Your compliance with the terms of this Agreement, We hereby grant You a personal, non-exclusive, non-transferable, non-assignable, non-sublicenseable, license to use the Licensed Materials solely in connection with Your teaching or treatment of patients or clients (the “**Program**”).
2. Restrictions. You shall comply with all applicable laws and regulations in performing Your obligations under this Agreement and using the Licensed Materials. You may not, directly or indirectly, alone or with any other party, with or without consideration: (a) distribute, transfer, resell, rent, sublicense or loan the Licensed Materials to any other party, or otherwise enable any other party to use the Licensed Materials, except that You may allow Your patients and clients to use Licensed Materials solely in connection with the Program; (b) create derivative works or make any enhancements, adaptations or translations of the Licensed Materials; and (c) remove any copyright notice, trademarks or any other form of designation.
3. Ownership. You acknowledge that We are the sole owner of all right, title and interest in the Licensed Materials. You agree that You will not challenge our ownership, or act in any manner that is inconsistent with our rights in the Licensed Materials. You agree that nothing in this Agreement shall give You any right, title or interest in the Licensed Materials other than the right to use the Licensed Materials in accordance with this Agreement. You agree that You will not, during or after the term of this Agreement, use or attempt to register, any intellectual property rights related to the Licensed Materials. All rights not expressly granted herein are reserved by us.
4. Possible Infringement. You agree to promptly notify us of any unauthorized use of the Licensed Materials upon learning of such.
5. Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given if emailed to the addresses listed at the end of the Agreement.
6. Term and Termination. This Agreement shall remain in full force and effect for a period of two years from the Effective Date (the “**Initial Term**”), and then shall be automatically renewed for successive one-year terms (each, a “**Renewal Term**”), unless either party gives written notice of intention not to renew to the other party at least 30 days prior to the end of the Initial Term or a Renewal Term, or unless or until either party earlier terminates the Agreement upon 30 days prior notice, upon the following events: (i) You use the Licensed Materials in violation of the license terms specified in this Agreement; or (ii) You breach this Agreement and do not cure it within 15 days.

7. Effect of Termination. Upon termination of this Agreement, You shall, within 7 days: (i) cease any further use of the Licensed Materials and any other materials related to the Licensed Materials; and (ii) return to us or destroy (at our sole discretion) all Licensed Materials.

License Fee. In consideration for the license granted in this Agreement, You will pay us a sum of 360 CHF (three hundred and sixty Swiss francs) for the Initial Term, and an additional sum of 360 CHF (three hundred and sixty Swiss francs) for each Renewal Term (collectively, the “Fees”). Payment of any Fees shall be made 30 days in advance, and You shall effect payment of all fees by wire transfer the following account in CHF:

Hyposwiss Private Bank Genève SA
Swift: CCIECHGGXXX
En faveur de: 425025 Cathy Lawi
IBAN: CH2208548042502501001

and the account below in EUR:

Hyposwiss Private Bank Genève SA
Swift: CCIECHGGXXX
En faveur de: 426530 Solly Alain Lawi
IBAN: CH92 0854 8042 6530 0697 8

If you do not pay undisputed fees by the due date as set forth herein, the overdue amount shall be subject to a late fee equal to 1.5% per month or, if less, the maximum amount permitted by applicable law.

8. Warranties. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ALL LICENSED MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. YOUR USE OF AND RELIANCE UPON THE LICENSED MATERIALS IS AT YOUR SOLE DISCRETION AND RISK, AND WE SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU IN CONNECTION WITH ANY OF THE FOREGOING.
9. Limitation of Liability. IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES AND LOSSES THAT ARISE UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE LICENSED MATERIALS, EXCEED THE AMOUNT PAID BY YOU TO US DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT. IN NO EVENT WILL WE BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE LICENSED MATERIALS; ALL OF THE ABOVE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal or unenforceable, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially limits our ability to protect our rights in the Licensed Materials.

11. No Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion will not be construed as a waiver or consent on any other occasion.
12. No Partnership or Joint Venture. Nothing contained herein shall be construed to constitute the parties as partners or joint ventures, or as agent of the other, and neither You nor We shall have the power to bind the other in any manner.
13. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Israel, without regard to its conflicts of laws rules, and the parties agree that any disputes under this Agreement shall be submitted to the exclusive jurisdiction of the competent courts located in Tel-Aviv, Israel.
14. Headings. The headings of this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements of the parties with respect to the subject matter. No amendments shall be valid unless in writing and signed by the parties, except that We may amend or update this Agreement in whole or in part by updating this Agreement on our website, or by otherwise notifying the You of such amendment or update.

The International Trauma-Healing Institute

Your Name: _____

Signature: _____

Signature: _____

By: Cathy Lawi

Address: _____

Title: CEO

Date: _____


Email: cathy@healingtrauma.org.il


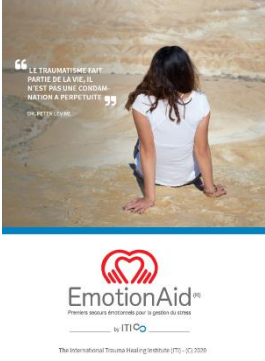


Email: _____

Exhibit A

Licensed Materials

EmotionAid® - List of Teaching Materials

| Name | Image |
|-----------------|---|
| A4 Flyer |  A photograph showing several A4 flyers or worksheets fanned out on a light-colored surface. The flyers feature colorful graphics, including vertical bars and text, and are titled 'EmotionAid'. A yellow pencil is lying horizontally in front of the flyers. |

| | |
|---------------------------------|--|
| <p>Training Manual</p> |  |
| <p>Exercise Brochure</p> |  |
| <p>Roll up</p> |  |
| <p>Business Cards</p> |  |
| <p>Poster</p> |  |

| | |
|-----------------------------------|--|
| <p>Silicone Bracelets</p> |  |
| <p>Mug</p> |  |
| <p>'Experience' Carpet</p> |  |
| <p>Infinity Carpet</p> |  |