

CONFIDENTIAL DISCLOSURE AND CONTRACTUAL AGREEMENT

This Confidential Disclosure and Contractual (this "Agreement") is entered into as of _____, 20____ (the "Effective Date") by and between CHAO SEMINARS, Inc., a corporation organized and existing under the laws of California ("CHAO SEMINARS"), and _____, ("ATTENDEE").

WHEREAS, CHAO SEMINARS is the owner of certain dental or technological knowledge and intellectual property rights, including but not limited to patent, trademarks, copyrights, trade secrets and others.

WHEREAS, ATTENDEE seeks to acquire the limited right to use the intellectual property rights within the Licensed Territory pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable and legally sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized words and phrases used but not otherwise defined in this Agreement shall have the following meanings:

a. "Confidential Information" shall mean any and all technical information, samples, dental processes, formulas, know-how, test results, trade secrets, material and manufacturing specifications and other documents, ideas, and reports of a party which such party believes to be confidential, in each case which is communicated to the other party to this Agreement, and which may or may not be marked as "Confidential."

b. "Goods" shall mean all products on which ATTENDEE uses the Trademarks.

c. "Improvements" shall mean patentable and non-patentable inventions, discoveries, technology, modifications, and information of any type whatsoever, including without limitation, methods, processes, technical information, knowledge, experience and know-how which utilize, incorporate, derive from, or are based on the technological content discussed under this Agreement, or could not be conceived, developed, or reduced to practice but for the use of the technological content under this Agreement.

d. "Know-How" shall mean general and specific knowledge, experience, and information known to CHAO SEMINARS, written or printed, applicable to the performance of dental services, by ATTENDEE.

e. "Licensed Items" shall mean (i) any services or products that in the absence of this Agreement would infringe at least one claim of the Patents, (ii) products made using a

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process or machine covered by a claim of the Patents, or (iii) products, services, processes, or machines that at least in part use or are manufactured using Know-How, Trade Secrets, or Other Intellectual Property Rights.

f. “Licensed Territory” shall be the location where the dentist is licensed to practice, but the licensed territory is limited to the location at which the dentist is physically located.

g. “Other Intellectual Property Rights” shall mean copyrights (registered or unregistered, published or unpublished), all rights in graphics standards manuals, product manuals, operating manuals, service manuals, advertisements, promotional materials, software, product specifications, blueprints, engineering drawings, designs, product sketches, customer lists, processes, drawings, test data, formulations and other proprietary information owned by CHAO SEMINARS, but not included in the definitions of Trademarks, Patents, Know-How, and Trade Secrets and that are necessary for the performance of services, and any production or sale of products, by ATTENDEE.

h. “Patents” shall mean the patent(s) and patent application(s) licensed to CHAO SEMINARS, including, without limitation, the patent(s) and patent application(s) described in Exhibit A.

i. “Services” shall mean all services performed by ATTENDEE with respect to which the Trademarks are used by ATTENDEE.

j. “Trademarks” shall mean the trademark(s) (registered or unregistered) licensed to CHAO SEMINARS and used by ATTENDEE in the performance of services and in any production or sale of products. Such trademark(s) include, without limitation, the trademark(s) described in Exhibit A.

k. “Trade Secrets” shall mean confidential business information and other proprietary information including designs, research and development information, technical information, specifications, data, databases, inventions, and other confidential information disclosed by CHAO SEMINARS to ATTENDEE and applicable to the performance of services, and any production or sale of products, by ATTENDEE.

2. Trademark License. CHAO SEMINARS hereby grants to Attendee a non-exclusive license to use the PINHOLE® trademark(s) in connection with ATTENDEE’s performance of dental services, in the Licensed Territory, and in connection with any advertising and promotional materials relating to such services or sales. CHAO SEMINARS shall retain sole and exclusive license to the Trademarks and all goodwill and rights related thereto in the Licensed Territory. All goodwill created as a result of the use of the Trademarks pursuant to this Agreement shall inure to the benefit of CHAO SEMINARS. The rights granted to ATTENDEE pursuant to the first sentence of this Section shall not be sublicensed by ATTENDEE to other persons. ATTENDEE understands and agrees that nothing in this Agreement shall be interpreted as conferring any proprietary rights upon ATTENDEE or any sub ATTENDEE with respect to the Trademarks.

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CHAO SEMINARS reserves the right to use the Trademarks within the Licensed Territory. The license granted in this Section shall terminate upon the expiration or other termination of this Agreement. The term of this license is limited to the life of the Trademarks and as long as this Agreement remains in effect. ATTENDEE shall not register any domain name using the term “pinhole” anywhere in the domain name without prior written consent of CHAO SEMINARS. Aside from the marketing of ATTENDEE’s provision of dental services to patients, ATTENDEE shall not use the term “pinhole” to market other services without prior written consent of CHAO SEMINARS.

3. Terms. During the term of this Agreement, and after the expiration or termination of this agreement, ATTENDEE shall:

- a. not make or publish videos or images of the procedures that are learned from CHAO SEMINARS or post them anywhere, including without limitation, on either publicly or privately available Internet or any other video sharing sites;
- b. only use the Trademark after receiving approval from CHAO SEMINARS on advertisements or ATTENDEE’s website;
- c. not copy or share the materials received from Chao SEMINARS with non-attendees;
- d. not teach or discuss the procedures learned from CHAO SEMINARS with other individuals;
- e. not recreate, anywhere in the world, the instruments purchased from CHAO SEMINARS; and
- f. not use the techniques with instruments that have not been purchased from CHAO SEMINARS.

To become certified in the procedure taught in the PINHOLE® Seminar, ATTENDEE must have access in his or her place of practice to a set of the PINHOLE® patented instruments. CHAO SEMINARS will provide ATTENDEE with an animation video and/or pictures of the procedure that may be used publicly, but only during the term of this Agreement.

4. Patent License. CHAO SEMINARS hereby grants to ATTENDEE a non-exclusive license to: (1) use, throughout the Licensed Territory, any service, or method, covered by the Patents; and (2) use, but not manufacture, sell, or allow any other person to use, any instruments used to practice any method covered by the Patents. The rights granted to ATTENDEE pursuant to the immediately preceding sentence shall not be sublicensed by ATTENDEE to other persons. To the extent ATTENDEE practices any of the licensed Patents, ATTENDEE shall inform the public that ATTENDEE is practicing the Patents using materials provided and approved by CHAO SEMINARS. ATTENDEE understands and agrees that nothing in this Agreement shall be interpreted as conferring any proprietary rights upon ATTENDEE or any sub ATTENDEE with respect to the Patents. CHAO SEMINARS reserves the right to use the Patents within the Licensed Territory. The license granted in this Section shall terminate at the end of the life of the licensed Patents. Although such conduct is contractually prohibited by this Agreement, in the event that ATTENDEE attempts to sell any instruments used to practice any method covered by the Patents anywhere in the world or ATTENDEE attempts to allow a third party to use any instruments used to practice any method covered by the Patents anywhere in the world, in consideration of the

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license granted herein, ATTENDEE will obtain from each third party purchaser or user of any instruments used to practice any method covered by the Patents a written agreement signed by the third party that includes the following paragraph:

[The third party] agrees that its purchase or use of any instruments used to practice any method covered by U.S. Patent No. 8,202,092 (“Licensed Product”) does not give [the third party] any right or license to use the Licensed Product in any method claimed in U.S. Patent No. 8,202,092. [The third party] understands that, as of the date of this Agreement, there is no lawful use of the Licensed Product without a license under U.S. Patent No. 8,202,092 by CHAO SEMINARS, Inc., 100 S. First Street, Alhambra, CA 91801. [The third party] understands that upon application, CHAO SEMINARS, Inc. will grant a license to [the third party] under CHAO SEMINARS, Inc.’s then applicable standard licensing terms. [The third party] hereby agrees not to use the Licensed Product for any purpose without the necessary license.

5. Know-How License. CHAO SEMINARS hereby grants to ATTENDEE a non-exclusive license to use the Know-How to treat patients using the instruments and Licensed Items throughout the Licensed Territory. The rights granted to ATTENDEE pursuant to the immediately preceding sentence may not be sublicensed by ATTENDEE to other persons with the prior written approval of CHAO SEMINARS, which approval shall be at the sole discretion of CHAO SEMINARS. ATTENDEE understands and agrees that nothing in this Agreement shall be interpreted as conferring any proprietary rights upon ATTENDEE or any sub ATTENDEE with respect to the Know-How. CHAO SEMINARS reserves the right to use the Know-How within the Licensed Territory. The license granted in this Section shall terminate upon the expiration or other termination of this Agreement.

6. Trade Secret License. CHAO SEMINARS hereby grants to ATTENDEE a non-exclusive license to use the Trade Secrets to treat patients using the instruments and Licensed Items throughout the Licensed Territory. The rights granted to ATTENDEE pursuant to the immediately preceding sentence may not be sublicensed by ATTENDEE to other persons with the prior written approval of CHAO SEMINARS, which approval shall be at the sole discretion of CHAO SEMINARS. ATTENDEE understands and agrees that nothing in this Agreement shall be interpreted as conferring any proprietary rights upon ATTENDEE or any sub ATTENDEE with respect to the Trade Secrets. CHAO SEMINARS reserves the right to use the Trade Secrets within the Licensed Territory. The license granted in this Section shall terminate upon the expiration or other termination of this Agreement. ATTENDEE agrees not to disclose the trade secrets.

7. Other Intellectual Property License. CHAO SEMINARS hereby grants to ATTENDEE a limited non-exclusive license to use the Other Intellectual Property Rights to treat Patients using the instruments and Licensed Items throughout the Licensed Territory. The rights granted to ATTENDEE pursuant to the immediately preceding sentence shall not be sublicensed by ATTENDEE to other persons. ATTENDEE understands and agrees that nothing in this Agreement shall be interpreted as conferring any proprietary rights upon ATTENDEE or any sub attendee with respect to the Other Intellectual Property Rights. CHAO SEMINARS reserves the right to

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use the Other Intellectual Property Rights within the Licensed Territory. The license granted in this Section shall terminate upon the expiration or other termination of this Agreement.

8. Improvements License. ATTENDEE hereby grants to CHAO SEMINARS a perpetual, non-exclusive, irrevocable, royalty-free license for any purpose under any Improvement conceived or developed by or on behalf of ATTENDEE, any patent or patent application disclosing such Improvement, and any such Improvement know-how. This license under Improvements shall be effective throughout the world, shall include the right to sublicense, and shall survive expiration or other termination of this Agreement. ATTENDEE shall disclose any Improvement to CHAO SEMINARS in writing within thirty (30) days after its actual or constructive reduction to practice.

9. Quality Control.

a. In view of the fact that many of the Trademarks have been used in the marketplace for several years, there is an established standard of quality for most of the Services and Goods. ATTENDEE shall maintain the established high-quality standards associated with the Trademarks. CHAO SEMINARS shall have the right to modify the established standards of quality from time to time upon sixty (60) days' prior written notice to ATTENDEE.

b. Upon request, ATTENDEE agrees to permit CHAO SEMINARS to inspect any results via images and ATTENDEE shall supply CHAO SEMINARS with representative samples of any Goods, packaging, advertising, website content, and promotional materials for inspection purposes involving the term Pinhole or related to rights licensed under this Agreement. In the event that CHAO SEMINARS detects that the Services, Goods, or packaging or promotional materials with respect to Goods do not satisfy the quality standards, it will so advise ATTENDEE, and ATTENDEE shall promptly correct the deficiency.

c. ATTENDEE agrees to mark any Goods and associated packaging in a manner necessary to satisfy the laws applicable to the locale in which such Goods are distributed, including, but not limited to, expressly identifying CHAO SEMINARS as the owner of the Trademarks.

d. Manufacturing Product. ATTENDEE is not permitted to manufacture the instruments that are provided to the ATTENDEE and the ATTENDEE shall purchase more instruments directly from CHAO SEMINARS or a CHAO SEMINARS approved supplier.

10. Protection and Enforcement.

a. In the event that ATTENDEE learns of any infringement or unauthorized use of any of the Trademarks, Patents, Know-How, Trade Secrets, or Other Intellectual Property Rights, it shall notify CHAO SEMINARS of this infringement. CHAO SEMINARS shall have the right to take any action reasonably necessary to stop the infringement or unauthorized use. In this circumstance, CHAO SEMINARS shall control the litigation, and all costs, including attorney's fees, shall be borne by CHAO SEMINARS, and CHAO SEMINARS shall retain all damages

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recovered.

b. If CHAO SEMINARS refuses or declines to take action to challenge an infringement or unauthorized use, ATTENDEE shall have the right, but not the obligation, to pursue such infringement or unauthorized use on behalf of CHAO SEMINARS. In this circumstance, ATTENDEE shall not have the authority to settle such an action without the prior consent of CHAO SEMINARS, but ATTENDEE may retain any and all monetary recovery up to an amount equal to its costs and expenses incurred in the action and the remainder of the recovery is to be paid to CHAO SEMINARS.

c. In the event that a third party institutes a legal action against ATTENDEE for its use of the Trademarks, Patents, Know-How, Trade Secrets, or Other Intellectual Property Rights as provided in this Agreement, ATTENDEE shall promptly notify CHAO SEMINARS of such suit. In this circumstance, the ATTENDEE shall indemnify CHAO SEMINARS for ATTENDEE's actions relating to the Trademarks, Patents, Know-How, Trade Secrets, or Other Intellectual Property Rights as provided in this Agreement.

d. ATTENDEE shall cooperate with and assist CHAO SEMINARS in any manner reasonably necessary for retaining or enforcing the rights in the Trademarks, Patents, Know-How, Trade Secrets, and Other Intellectual Property Rights and shall assist in obtaining any intellectual property protection that CHAO SEMINARS may hereafter seek to obtain.

11. Nondisclosure of Confidential Information.

a. All Confidential Information shall be maintained in confidence by the receiving party. Each party shall use reasonable efforts to prevent the disclosure and to limit the dissemination of Confidential Information. Disclosure of Confidential Information may only be made to employees or authorized subcontractors and agents who have a need to know and who have agreed to observe identical or equivalent restrictions and limitations on the disclosure and use of Confidential Information. The standard of care imposed on each party for protecting the Confidential Information of the other party shall be no less than the standard degree of care that the party uses to protect its own confidential information of like importance. The obligation to maintain Confidential Information in confidence shall survive expiration or other termination of this Agreement.

b. Notwithstanding Section 11.a, this Agreement imposes no obligation of confidentiality with respect to information that (i) was, at the time of disclosure, published or otherwise in the public domain, (ii) after disclosure becomes part of the public domain other than through a breach of this Agreement, (iii) was known to the receiving party prior to receipt from the disclosing party, provided such knowledge can be adequately substantiated, (iv) becomes known to the receiving party from a source that legally derives such information independently of the disclosing party under this Agreement, (v) the receiving party can demonstrate that it developed without reference to any Confidential Information provided pursuant to this Agreement, (vi) is freely disclosed by the owner of the Confidential Information to a third party without an obligation of confidentiality or nondisclosure, or

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(vii) is disclosed pursuant to law, regulation or other lawful order or process, provided that the party from whom disclosure is sought will promptly notify the owner of the Confidential Information of the disclosure requirement to permit the owner to oppose or limit such disclosure.

12. WARRANTY DISCLAIMER. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES REGARDING THE ACCURACY, RELIABILITY, OR UTILITY OF THE INTELLECTUAL PROPERTY LICENSED UNDER THIS AGREEMENT AND THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE, AND FREEDOM OF THE INTELLECTUAL PROPERTY LICENSED UNDER THIS AGREEMENT FROM INFRINGEMENT OF THIRD-PARTY PATENTS, OR ANY OTHER PROPRIETARY RIGHT OF ANY THIRD-PARTY, ARE HEREBY EXPRESSLY DISCLAIMED. THE INTELLECTUAL PROPERTY LICENSED UNDER THIS AGREEMENT IS PROVIDED TO ATTENDEE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND.

13. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS BASED ON WILLFUL MISCONDUCT AND AS OTHERWISE SET FORTH HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER, OR TO ANY OTHER PERSON FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED REVENUES OR PROFITS, ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE INTELLECTUAL PROPERTY LICENSED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT, STATUTE, OR OTHER LEGAL THEORY, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH A CLAIM. IN NO CASE SHALL CHAO SEMINARS BE LIABLE TO ATTENDEE FOR THE USE OR APPLICATION BY ATTENDEE OF ANY INFORMATION, TECHNOLOGY, DENTAL INSTRUMENTS, SYSTEMS, OR INTELLECTUAL PROPERTY PROVIDED BY CHAO SEMINARS. ATTENDEE SHALL HOLD CHAO SEMINARS HARMLESS AND ASSUME LIABILITY FOR ATTENDEES ACTIONS.

14. Term. Subject to earlier termination as described below, this Agreement shall be effective as of the Effective Date and shall remain in effect until terminated.

15. Termination. This Agreement shall be terminated upon any of the following events:

- a. In the event ATTENDEE breaches any material term of this Agreement, by written notice from CHAO SEMINARS with a 30-day notice to the parties.
- b. If ATTENDEE becomes insolvent or is declared bankrupt or has a receiver or trustee appointed to administer its assets, or voluntarily files for protection under any bankruptcy, insolvency, reorganization, or other similar laws.

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16. Effect of Termination. The expiration or other termination of this Agreement shall not affect CHAO SEMINARS's rights to payments for any period prior to termination.

17. Indemnification. ATTENDEE agrees to indemnify and hold harmless CHAO SEMINARS from and against any and all claims, demands, actions, causes of action, losses, and expense (including reasonable attorneys' fees) resulting from any suit, demand, or claim by any third party alleging facts or circumstances which involve any negligent act or omission by ATTENDEE or any breach by ATTENDEE of any obligation imposed upon it pursuant to this Agreement.

18. Export. The parties acknowledge that the intellectual property shared under this Agreement may be subject to export controls under the laws of the United States. This Agreement is expressly made subject to any United States laws, regulations, orders or other restrictions regarding transfer of information/technology from the United States. Each party shall comply with all such laws, regulations, orders, or other restrictions and agrees not to knowingly export, re-export or transfer information/technology without first obtaining all required United States authorizations or licenses.

19. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if: (i) in writing and sent by first class mail with postage prepaid to the party to whom the same is directed at the address noted below; or (ii) sent by facsimile and confirmation of receipt thereof is documented. The effective date for notices sent by first class mail shall be ten (10) business days after deposit in the mail and the effective date of a notice sent via facsimile shall be the date shown on the confirmation receipt. Either party may change its address for purposes of the Agreement by giving the other party notice in writing of the new address, except that notices of change in address shall be effective only upon receipt.

If to CHAO SEMINARS: Chao Seminars, Inc.
100 S. First Street
Alhambra, CA 91801
Attn: Julie Arneson
Facsimile: (626) 308-3740

If to ATTENDEE:

Attn:
Facsimile:

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20. Miscellaneous.

a. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

b. Amendment or Modification. This Agreement may not be amended or modified except by a writing signed by both parties.

c. Severability. If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, then such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace unenforceable language with enforceable language that as closely as possible reflects such intent.

d. Assignment. The rights and obligations of ATTENDEE under this Agreement may not be assigned or otherwise transferred without the prior written consent of CHAO SEMINARS, which consent may be withheld or conditioned in the sole discretion of CHAO SEMINARS. The rights and obligations of CHAO SEMINARS under this Agreement may be transferred to another person at the sole discretion of CHAO SEMINARS.

e. Successors and Assigns. This Agreement is binding upon CHAO SEMINARS, ATTENDEE, and their respective successors, heirs, and permitted assigns.

f. Recordation. Each party is authorized to prepare and file any required recordation and notification of this Agreement and the licenses granted herein before the appropriate governmental entities throughout the Licensed Territory. The parties agree to cooperate with each other in implementing the terms of this section, including, but not limited to, executing any and all necessary documentation.

g. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California of the United States of America, without regard to principles of conflicts of laws.

h. Forum Selection. Any dispute concerning this Agreement shall be determined by either Arbitration or a Court and the choice of Arbitration or a Court shall be made by CHAO SEMINARS.

I. Arbitration. In the event CHAO SEMINARS chooses Arbitration for resolution of a dispute concerning the Agreement, the dispute will be submitted to and settled exclusively by binding arbitration, in accordance with the provisions of this section, subject only to any applicable requirement of law that the parties engage in a preliminary non-binding mediation or arbitration.

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Binding arbitration shall be conducted in accordance with the Judicial Arbitration and Mediation Service Streamlined Rules & Procedures (the “JAMS Rules”). Arbitration shall be held in the county of Los Angeles, before an arbitrator selected pursuant to the JAMS Rules who will have no personal or pecuniary interest, either directly or indirectly, from any business or family relationship with either of the parties. All decisions of the arbitrator will be final, binding, and conclusive on the parties.

The parties will equally share the costs of the arbitrator and the arbitration fee (if any). Each party will bear that party’s own attorneys’ fees and costs, and the prevailing party will not be entitled to reimbursement by the other party of any of its fees or costs incurred in connection with the arbitration hereunder, regardless of any rule to the contrary in the applicable arbitration rules. Either party may seek confirmation of the arbitration award in the Los Angeles Superior Court, and each party hereby consents to the exclusive jurisdiction and venue of the County of Los Angeles in any claim or action arising hereunder. By signing this Agreement containing this provision, the Company agrees to waive any and all rights to a jury trial regarding any Dispute.

Arbitration proceedings are ways to resolve disputes without the use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

II. Court. In the event CHAO SEMINARS chooses a Court for resolution of a dispute concerning the Agreement, and it is CHAO SEMINARS’s good faith belief that the parties do not satisfy the conditions for diversity jurisdiction under 28 U.S.C. § 1332, the dispute will be heard in the Los Angeles Superior Court, and each party hereby consents to the exclusive jurisdiction and venue of the County of Los Angeles in any claim or action arising hereunder. In the event CHAO SEMINARS chooses a Court for resolution of a dispute concerning the Agreement, and it is CHAO SEMINARS’s good faith belief that the parties do satisfy the conditions for diversity jurisdiction under 28 U.S.C. § 1332, the dispute will be heard in the United States District Court for the Central District of California, and each party hereby consents to the exclusive jurisdiction and venue of the United States District Court for the Central District of California in any claim or action arising hereunder.

i. Headings. The headings and titles of this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement or to affect the construction or interpretation of any provision of this Agreement.

j. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Agreement as of the Effective Date.

Chao SEMINARS

Signature: _____

Name: John Chao

Title: CEO of CHAO SEMINARS, Inc.

Attendee Signature: _____

Name: _____

Title: _____

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EXHIBIT A

(List of patent(s), patent application(s), and trademark(s))

PATENT No. 8,202,092

TRADEMARK: PINHOLE®