

## LICENSE AGREEMENT - SMI/MISSION

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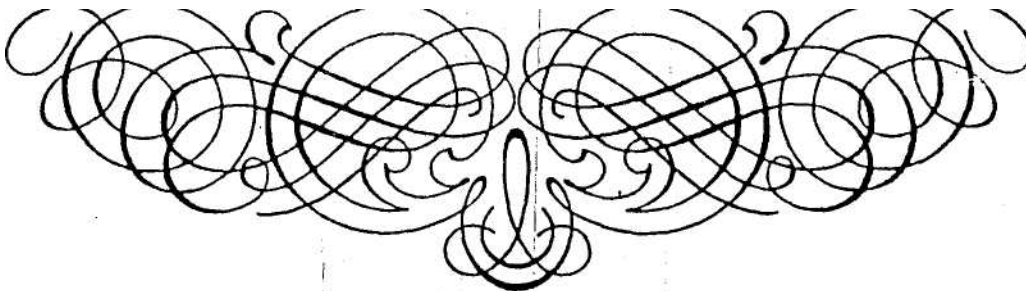
THIS AGREEMENT is made this     day of  
...\_\_\_\_\_, by and between:

SCIENTOLOGY MISSIONS INTERNATIONAL,  
a California nonprofit religious corporation  
(hereinafter referred to as "SMI"); and

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address  
s)

\_\_\_\_\_  
(hereinafter referred to as "MISSION".)



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# R E C I T A L S

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Religious Technology Center, a (California nonprofit religious corporation (hereinafter referred to as "RTC"), is the protector of the religion of Scientology and maintains the purity and ethical use of the philosophy and technology of the religion, including the services and the products associated with the religion. RTC owns the service marks and trademarks associated with those services and products, with all of the rights and responsibilities that are incident to and required by ownership in order to maintain their validity, to protect the exclusivity of their use by affiliated and; faithful organizations of the religion of Scientology, and to insure that the nature and quality of all services and products that are associated with the service marks and trademarks are in accordance with the writings and recorded spoken words of L. Ron Hubbard, the Founder of the religion (hereinafter "LRH"). The writings and recorded spoken words of LRH with respect to Scientology and the organizations formed for the purposes thereof hereinafter are referred to as "the Scientology Scriptures".

Church of Scientology International, a California nonprofit religious corporation (hereinafter referred to as "CSI") is the Mother Church and the highest ecclesiastical authority of the religion of Scientology, and has been and is committed and dedicated to the advancement and dissemination of the religion of Scientology in accordance with the Scientology Scriptures, through the affiliated organizations of the religion of Scientology, including the Missions that are under its ecclesiastical control and supervision.

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RTC is the owner by assignment from LRH of certain service marks and trademarks formerly owned by LRH and pertaining to the religion of Scientology, DIANETICS spiritual healing technology, SCIENTOLOGY applied religious philosophy, land organizations and operations related thereto, including the name, initials and parts of the name of LRH, and the marks identified in the list attached hereto and identified as Exhibit A (hereinafter referred to as "the Marks"), and of the goodwill associated with the Marks. RTC is the owner of Registrations of certain of the Marks in many countries of this planet, and of pending applications for registrations, and of the goodwill associated with the Marks shown in those registrations and applications for registrations and may file applications for registration of other marks pertaining to the religion of Scientology, DIANETICS spiritual healing technology and SCIENTOLOGY applied religious philosophy, which applications and all registrations that issue thereon also will be included in the Marks.

RTC and CSI have entered into a formal agreement granting CSI and the Missions of the religion of Scientology under the ecclesiastical supervision and control of CSI the right to use the Marks in connection with services.

SMI is the Mother Church and managing organization for the Missions, under the auspices and authority of CSI, and MISSION wishes to use the Marks, as a related organization of SMI under SMI's supervision and control. I

NOW, THEREFORE, in consideration of the following grant and mutual promises, and other good and valuable consideration, the parties agree as follows:

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## 1. GRANT

a. SMI, with the approval of RTC and CSI, grants to MISSION the right and license to use each and all of the Marks in connection with services pertaining to the religion of Scientology rendered by MISSION.

b. This grant extends to all activities of MISSION with respect to the religion of Scientology that are under the ecclesiastical supervision and control of CSI, and the managing authority of SMI, so long as MISSION expressly agrees and covenants to respect and abide by the terms and conditions of this grant, including recognition and acceptance of RTC as the owner and protector of the Marks, with the rights and responsibilities that accompany ownership.

c. This grant does not include the right to authorize or to license the use of the Marks by other entities of any kind, and the granting of further licenses is expressly prohibited.

d. This grant is limited to use of the Marks in connection with services. The right to sell products embodying or bearing the Marks, except products embodying or bearing the Marks obtained by or through the successors of LRH or another source authorized by the successors of LRH or RTC, is expressly excluded from this grant.

## 2. CONSIDERATION

a. As consideration for the grant herein made, MISSION promises to pay a weekly tithe equal to 10% of its corrected gross income to any organization designated by SMI; provided, that such organization shall be an organization described in Section 501 (c)(3) of the US Internal Revenue \* Code of 1954 and shall be organized exclusively for the purpose of the Scientology religion.

b. As additional consideration, for the grant herein, MISSION acknowledges, as a condition of this license, MISSION'S prior and continuing commitment to the full and faithful performance of the promises made herein, particularly including the promise to actively use the Marks in advancing and disseminating the religion of Scientology in

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accordance with the Scientology Scriptures, and to promote and protect the religion of Scientology and the image of LRH, as the Founder, under and in connection with the Marks. |

### 3. CONTROL AND SUPERVISION |

a. The governing standards for the nature and quality of all services rendered under and in association with the Marks shall be the Scientology Scriptures, as disseminated by CSI with the approval of RTC.

b. SMI shall have the right to disseminate standards, specifications and guidelines for the proper use and display of the Marks, and MISSION shall ensure that all of its staff, members, employees, parishioners and congregants, shall follow and abide by all such standards, specifications and guidelines. All standards, specifications and guidelines presently in use by the Missions shall remain in effect until changes are disseminated by SMI.

c. MISSION shall not engage in any activity that is in conflict with or hostile to the Scientology Scriptures, or hostile to or derogatory to the image of LRH, and shall not use any of the Marks on or in connection with any matter that is not part of, or related to, the religion of Scientology, or the approved services of SCIENTOLOGY applied religious philosophy and DIANETICS spiritual healing technology.

d. CSI, RTC and SMI shall have the right to monitor all operations of MISSION with respect to the Marks, inspect all books, records and facilities pertaining to use of the Marks and receive sample specimens and summaries of literature, publications and products using the Marks, in reasonable numbers and with reasonable frequency, to insure compliance with all standards, specifications and guidelines.

e. CSI, RTC, or SMI may, if they ever deem it necessary or advisable, send a corrective mission to MISSION to correct any deviation from the standards, specifications or guidelines of this Agreement, and MISSION shall reimburse the sender for its costs of the corrective mission, including travel and living costs of personnel and the time of such personnel, at rates not to exceed the then prevailing rates charged by CSI for corrective missions.

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#### 4. MINIMUM STANDARDS

In addition to the standards that have been stated, the minimum requirements for qualification to use the Marks shall include:

- a. Establishment of a religious body and entity for the advancement and dissemination of the religion of Scientology, pursuant to the Scientology Scriptures;
- b. Maintenance of sufficient trained staff to effectively minister to all parishioners and congregants; I
- c. Proper and effective display of the Marks and the religious symbols of the religion of Scientology, to enhance and preserve the image of Scientology as a religion;
- d. Offering of religious services, hearing of confessionals for executives, staff and parishioners, and publication and distribution of religious literature and other sectarian aids to propagate and disseminate the religion of Scientology;
- e. Subject to local laws, satisfaction of all requirements for tax exempt status as a religious charitable organization; and
- f. Maintenance of financial responsibility and solvency at all times.

#### 5. ENFORCEMENT,

RTC, CSI and SMI are responsible for the enforcement of the rights under the Marks against any unauthorized or improper use. MISSION shall report to SMI all unauthorized or improper use that comes to their attention, and shall render all assistance that may be required in correcting or terminating such use, but shall not initiate any legal action without the express written permission of SMI. ,

#### 6. INDEMNITY AND DISCLAIMER

- a. MISSION acknowledges its full responsibility, for the ethical and ~~proper use of the Marks and the philosophy and technology of the~~

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religion of Scientology according to the Scientology Scriptures, and covenants that neither it nor any of its staff, members, employees, parishioners or congregants, will make any claim against RTC, CSI, any successors of LRH, SMI, or any person associated with RTC, CSI or any successors of LRH, or SMI. MISSION shall indemnify and hold harmless RTC, the successors of LRH, CSI, SMI and all of their agents, employees, representatives, heirs, successors and assigns, from and against all liabilities, claims and actions of any kind, and costs, including attorneys' fees/which arise from or relate to the use of the Marks by MISSION/ or arise from or relate to any of the services or products associated with the Marks by MISSION.;

b. The Scientology Scriptures contain a record of research and observation of LRH into the nature of the human mind and spirit and a spiritual guide intended to assist persons to become more aware of themselves as spiritual beings, restoring respect for self and others, and not for treating or diagnosing human ailments of body or mind nor for engaging in teaching or practicing medical arts or sciences. LRH did not, and RTC, CSI, SMI and the successors of LRH do not make any claim that the nature or purpose of the Scientology Scriptures exceeds this description or that the Scientology Scriptures will have any particular effect on any particular parishioner.

c. MISSION hereby acknowledges and accepts the disclaimer of subparagraph 6b.

d. MISSION, and its staff, members, employees, parishioners and congregants, shall require all individuals who receive religious training or counselling services under the Marks to sign a disclaimer in accordance with the disclaimer in subparagraph 6b in the form attached as Exhibit B or in such other form as RTC, CSI and SMI may provide.

## 7. NAMES AND OWNERSHIP

MISSION may make appropriate use of the Marks in its name, but acknowledges and agrees that:

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a. This Agreement rescinds and replaces all previous agreements with respect to the Marks, and MISSION has no rights of any kind with respect to any of the Marks except those rights that are granted by this Agreement;

b. The Marks shall not become part of the assets of MISSION, and all use by MISSION of any of the Marks, in its name and otherwise, is and shall be pursuant to this Agreement alone, and shall support the ownership of the Marks by RTC with the same effect as if RTC had itself made that use; and

c. If this Agreement ever is terminated for any reason, MISSION shall immediately cease all use of each of the Marks, in its name and otherwise, and shall forever refrain from further use of any of the Marks, unless and until formally reinstated hereunder.

#### 8. ENFORCEMENT OF OBLIGATIONS OF PERFORMANCE

a. This Agreement shall be perpetual in term, and shall be terminable by RTC, CSI and SMI only for cause, and (except as provided in subparagraph 8d) only after arbitration as provided herein has determined that no other effective alternative is available. At its discretion, however, RTC may immediately suspend the right of MISSION to use any of the Marks pending arbitration, if MISSION is misusing any of the Marks in a manner that places the validity or enforceability of any of the Marks in danger under applicable laws.

b. Any dispute which arises out of or relates to this Agreement shall be determined by arbitration at Los Angeles, California, or such other location upon which the parties to the dispute may agree. In the event of arbitration, the parties to the dispute shall attempt to agree upon a single arbitrator to hear the dispute. If they are unable to do so, each party shall select a separate arbitrator, and the two arbitrators so selected shall choose a third arbitrator. Each arbitrator shall be a member in Good Standing of a Church or Mission of the religion of Scientology, and shall be familiar with the Scientology Scriptures, and in particular, those Scientology Scriptures pertaining to the Scientology Ethics and Justice

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System of the religion of Scientology. All such arbitration shall be conducted in accordance with the Scientology Ethics and Justice System, and the decision of the arbitrator or arbitrators shall be final.

c. RTC, CS1 and SMI, subject to the right of arbitration, shall have the authority to assess and collect monetary fines from MISSION, in amounts that are commensurate with the circumstances. RTC also shall have the right, as a last resort after arbitration and all other measures have been unsuccessful, in obtaining compliance with any obligation of this Agreement, to terminate the right of MISSION to use the Marks.

d. If MISSION ever falls into hostile hands or engages in or condones propaganda against the Marks, the religion or organizations of Scientology, or the image of LRH, or SMI, or fails to minister Scientology religious services to or hear confessionals of its executives, staff or parishioners, or if it conducts itself in such a way as to endanger the name or repute of RTC, CSI, the successors of LRH, or SMI, or involves RTC, CSI, the successors of LRH or SMI, or any of their agents in public litigation, or abandons use of the Marks in the manner authorized by this Agreement, RTC may cancel the license granted by this Agreement.

#### 9. REGISTRATIONS AND RECORDINGS

a. Upon the request of RTC, MISSION shall execute and deliver to RTC any license agreements, registered user agreements and other documents that RTC deems necessary or desirable for the purpose of registering or recording this Agreement or the rights of either party under this Agreement, in any country on this planet. MISSION shall assign to RTC or cancel (at RTC's option) any registrations or agreements of MISSION that are in conflict with RTC's ownership of any of "the Marks or registrations.

#### 10. LACK OF AGENCY

Neither party shall be deemed to be the agent, joint venturer, or partner of the other, or of the successors of LRH or RTC, and neither shall

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have the authority to act in behalf of the other or for RTC or the successors of LRH in any matter, including acceptance of service of process.

## 11. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California, United States of America.

## 12. ASSIGNABILITY AND BINDING EFFECT

a. This Agreement is personal to MISSION, and the rights and obligations hereunder shall not be assignable or otherwise transferable by MISSION, in whole or in part, without the prior written approval of SMI. In the event of any attempted assignment or transfer by MISSION of its rights under this Agreement, whether voluntary or involuntary, all rights of MISSION with respect to the Marks shall immediately terminate.

b. This Agreement shall be binding upon and for the benefit of the successors, assigns and legal representatives of SMI.

### SCIENTOLOGY MISSIONS INTERNATIONAL

By 

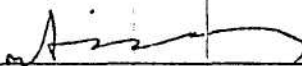
CLARE EDWARDS

Name

SECRETARY

Title

Name of MISSION

By 

ILIAS GRATSIAS

Name

PRESIDENT OF THE BOARD OF DIRECTORS

Title

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Religious Services Enrollment  
Application/Agreement and General Release

I, \_\_\_\_\_, HEREBY ACKNOWLEDGE that I am voluntarily applying to participate in the RELIGIOUS SERVICE(S) known as.

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(hereinafter referred to as the "Service"). In exchange for being

permitted to participate in the Service, I Acknowledge and agree as follows:

1. Scientology has been represented to me as an applied religious philosophy and as a religion recognized as such all over the world, devoted to the study and handling of the human spirit in relationship to itself, universes and other life. The word Scientology comes from the Latin "scio," meaning knowing in the fullest sense of the word, and the Greek "logos," meaning "study of." Dianetics\* spiritual healing technology is part of the Scientology\* religion and is the study of what the soul is doing to the body. The word Dianerics is from the Greek "dia," through, and "nous," soul, thus "through soul.

2. The American author and philosopher L. Ron Hubbard ("LRH" hereinafter) is the founder of the Scientology religion. His writings and recorded spoken words on the subjects of Scientology and Dianetics are a record of his observations and research into the nature of the human spirit and condition. These writings contain a guide intended to assist persons to become more aware of themselves as persons, restoring respect for self and others, and not for treating or diagnosing ailments of the body, nor for engaging in teaching or practicing medical arts or sciences. If you have come here to be cured of a physical illness, see the registrar and so inform her so that she can arrange for a competent medical examination and treatment. When you are physically well, you can begin Scientology training and processing on your road to total freedom.

3. The writings of LRH are presented as a part of the record of his research and should be construed only as a written report of such research and not as a statement of claims by the Church or by LRH. None of the organizations which espouse, present, propagate or practice the Scientology religion makes any claim that the nature or purpose of Scientology, or of Dianerics, or the writings of LRH, is contrary to this description or that the application of this or any other Scientology practices will have any particular effect on any particular person. Thus the Church makes no claims as to the results which may be forthcoming from the Service.

4. Scientology applied religious philosophy contains pastoral counseling procedures intended to assist an individual to gain greater knowledge of self. The Scientology religion is all-denominational and welcomes members of all faiths to participate in its services. The mission of the Church of Scientology is to help the individual achieve greater self-confidence and personal integrity, thereby enabling him to trust and respect himself and his fellow man. The attainment of the benefits and goals of Scientology religious philosophy requires each individual's dedicated participation, as only through his own efforts can he achieve these. Accordingly, the Church makes no claims as to the potential benefits which may be experienced by an individual from participation in the Service.

5. The many Scientology Churches, Missions and organizations all over the world are each totally and legally independent from one another, connected only by ecclesiastical bonds. Accordingly, the Service is being offered under the exclusive supervision and control of the above-named Church.

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6. The Service may include the use of a religious artifact known as the "E-Meter," for the primary purpose of locating and resolving problems and difficulties which are spiritual in nature. I understand that by itself the E-Meter does nothing, but serves only as a guide to ministers of the Church to assist parishioners in locating areas of spiritual distress or travail, and that it is not intended or effective for the diagnosis, treatment or prevention of any disease, or for the improvement of health or any bodily function. ;

7. In connection with the Service, the Church may compile a folder containing its notations of my spiritual progress, known as a "Precogn Folder" (PC Folder), as well as other ecclesiastical files containing notations regarding my spiritual progress. The contents of the folders are kept confidential from persons who lack the ecclesiastical authority to gain access to such documents, including the person whom the files concern, and are subject to the priest-penitent privilege. I understand that as a condition of being accepted for participation in the Service, I am giving up any and all rights of ownership, possession and control, copying and viewing of the PC Folder and other files concerning myself, both with respect to the files themselves and the information contained therein.

8. I understand and acknowledge that because of constitutional prohibitions which forbid governmental interference with religious services or dispute resolution procedures, that in the event I have any dispute with the Church which cannot be resolved informally by direct communication, resolution of that dispute may be pursued solely through the internal procedures of the Church's Ethics, Justice and Binding Religious Arbitration system. Moreover, I hereby expressly agree that any controversy arising under this Application/Agreement or in connection with my participation in the Service shall be resolved by such Binding Religious Arbitration. I understand and acknowledge that the Church's religious, dispute resolution procedure includes application to senior ecclesiastical bodies, including, as necessary, final submission of the dispute to the International Justice Chief of the Mother Church - Church of Scientology International - ("IJC") or his designate.

Any dispute, claim or controversy which still remains unresolved after submission to the IJC shall be submitted to Binding Religious Arbitration in accordant with the published arbitration procedures of Church of Scientology International, which provide that:

- a. I shall submit a request for arbitration to the IJC with a copy to the Church, and shall designate one arbitrator with my request;
- b. Within fifteen (15) days after receiving the request for arbitration, the Church shall designate an arbitrator. If the Church has not designated an arbitrator within fifteen (15) days, then the IJC shall designate the second arbitrator.
- c. The two arbitrators so designated shall select a third arbitrator within fifteen (15) days after the designation of the second arbitrator. If the arbitrators are unable to designate a third arbitrator within the fifteen (15) day period, then the IJC shall choose such arbitrator. Consistent with the intent that the arbitration be conducted accordance with Scientology principles of justice and fairness, all arbitrators shall be Scientologists in good standing with the Mother Church;

IN ACCORDANCE WITH THE RELIGIOUS NATURE OF THE SERVICES TO BE PROVIDED, I ACKNOWLEDGE, UNDERSTAND AND AGREE THAT IN NO EVENT SHALL ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF MY PARTICIPATION IN THE SERVICE BE SUBMITTED TO A COURT FOR JUDICIAL DETERMINATION. MOREOVER, I UNDERSTAND AND AGREE THAT BY SIGNING AND SUBMITTING THIS APPLICATION/AGREEMENT, I AM WAIVING ANY RIGHT WHICH MAY HAVE TO HAVE DISPUTES HEREUNDER DECIDED IN A COURT OF LAW BEFORE A JUDGE OR A JUDGE AND JURY.

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9. I further understand, acknowledge and agree that the Church is under no duty whatsoever to return any portion of any religious donation received from me. However, I further understand and acknowledge that under certain circumstances provided for in the published policies and procedures of the Claims Verification Board, refunds may be obtained through my strict compliance with those published policies and procedures. I further acknowledge and agree that the refund procedures require my direct participation to the exclusion of any third parties, including, but not limited to, attorneys,

10. I understand and acknowledge that I am applying for the Service with the intention of self-improvement and spiritual advancement. Accordingly, before I go on to a further service, it is essential that I am completely satisfied with the results I obtained from my prior service. I further understand and acknowledge (i) that while the Church holds out the possibility of a better life through adherence to its beliefs and practices, individual spiritual advancement is not always an easy or comfortable task, and (ii) that my success in Scientology ultimately depends on my own ability, strength and determination to overcome the shortcomings and harmful patterns of my past.

11. I understand and acknowledge that the Service is designed to give spiritual aid, is not medical treatment, nor is it designed to provide any physical gains. I am also aware that I should not participate in the Service if I have a physical or emotional condition which would be aggravated by participation in the Service or make the Service activities particularly uncomfortable or distressful to me. Knowing this, I am voluntarily participating in the Service with knowledge of the general activities involved and I HEREBY AGREE TO ACCEPT ANY AND ALL KNOWN OR UNKNOWN RISKS OF INJURY, LOSS OR DAMAGE.

12. I acknowledge that I am making this application to be permitted to participate in the Service on my own determination, recognizing that I am personally responsible for my present and future condition in life, and attest that I have no record of being committed in an institution for mental or emotional disorders, nor do I have a criminal record for a felony offense. I am not connected with any person (such as marital or familial ties) of known antagonism to spiritual treatment or Scientology nor have I or any member of my immediate family ever threatened to sue, embarrass or attack Scientology, nor have I or any of my immediate family ever been a party to such an attack. I further attest that I am not attempting to investigate Scientology as a representative of the news media, a government body or other organization, entity or person. Rather, I am applying to participate in the Service to achieve spiritual betterment, and I truly believe that persons can be helped to gain greater understanding and happiness in life, and I am applying honestly and in good faith to derive all possible personal gain from the Service.

13. This application for permission to participate in the Service will become a legally binding agreement between myself and the Church only upon its acceptance by the Church. In determining whether to accept this application, the Church will rely on the representations and promises which I have made herein.

AS FURTHER CONSIDERATION for being permitted by the Church to participate in the Service and use its facilities and other facilities provided for such purpose:

1. I, ON BEHALF OF MYSELF AND ON BEHALF OF MY HEIRS, DISTRIBUTEES, LEGAL REPRESENTATIVES AND ASSIGNS, AGREE NOT TO MAKE CLAIMS AGAINST, SUE, ATTACK THE PROPERTY OF, OR PROSECUTE the Church, the successors and assigns of L. Ron Hubbard, the Church of Scientology International, and any affiliated Churches, Missions, corporations, associations, partnerships or organizations, and/or their officers, directors, trustees, agents, servants, successors, heirs, executors or representatives, and/or the owners, managers, employees, agents or representatives of, or associated with, any facilities conducting the Service (hereinafter collectively referred to as "the Releasees") for physical, mental or

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emotional injury or property damage resulting from the negligence or other acts, howsoever caused, of any Releasee or of any employee, agent or contractor of the Church, its affiliates, or other Releasee, in any way relating to my participation in the Service.

2. IN ADDITION, I HEREBY RELEASE AND DISCHARGE THE RELEASEES from all actions, claim or demands I, my heirs, distributees, guardians, legal representatives or assigns now have or may hereafter have for physical, mental or emotional injury or property damage resulting in any way from my participation in the service.

3. I FURTHER AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any loss, liability, damage or cost they may incur due to my participation in the Service and/or due to my presence or action in or about the Church premises or the facilities provided for the Service.

4. I further agree and understand that should any provision or provisions of this Agreement be, for any reason, unenforceable, the balance shall nonetheless be of full force and effect.

I HAVE CAREFULLY READ THIS APPLICATION/AGREEMENT AND GENERAL RELEASE AND FULLY UNDERSTAND ITS CONTENTS AND CONSEQUENCES. I AM AWARE THAT BY SIGNING BELOW, I AM FOREVER GIVING UP MY RIGHT TO SUE THE CHURCH, ITS STAFF AND/OR OTHER SCIENTOLOGY RELATED ORGANIZATIONS FOR ANY INJURY OR DAMAGE SUFFERED IN ANY WAY CONNECTED WITH THE SERVICE ACTIVITIES.

I sign this APPLICATION/AGREEMENT AND GENERAL RELEASE of my own free will on this \_\_\_ day of \_\_\_\_\_, 199\_\_, intending to be legally bound hereby and request that I be permitted to participate in the Religious Service(s) named above.

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SIGNATURE (Participant)

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(Parent/Guardian if Minor)

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(Printed Full Name)

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(Home Street Address)

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Witness Signature

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Date

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(City and State/Country)

Having reviewed the above application, the Church, in reliance and conditioned on the truthful and agreements made therein, on this \_\_\_ day of \_ representations in the above-named Religious Service(s). \_\_\_\_\_, 199\_\_, accepts the applicant for participation

CHURCH OF SCIENTOLOGY MISSION OF

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(Name)

By its: \_

(Title)

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(Signature)

