

LMI/CHIP LICENSE AGREEMENT

This Agreement, including the attached Exhibit A and Order Form and additional Exhibits/Addendum that may be added to this Agreement from time to time by mutual agreement between the parties, is entered into this (date) _____ between **Hans A. Diehl, dba Lifestyle Medicine Institute (LMI)**, P.O. Box 818, Loma Linda, CA 92354, the authorized licensor for CHIP in North America, and the following client ("Client"):

CLIENT _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____ FAX _____

CONTACT PERSON _____

E-MAIL _____

In consideration of Client's payment of fees and costs set forth in this Agreement, the parties agree as follows:

- 1. License.** LMI grants to Client a nontransferable, nonexclusive license to present the DVD-CHIP Program within the Client's corporation, only under the direction of a certified CHIP Director, and using Required CHIP Program Materials purchased from LMI. This license does not give the client the right to sublicense the DVD-CHIP Program or provide DVD-CHIP Training to any other person, entity, or business other than defined in this Agreement and Exhibit A. Client agrees to present DVD-CHIP Program only to Participants as provided in this Agreement.
- 2. Term and Termination.** The term of the license granted hereunder shall commence with the date of execution of this Agreement and shall continue for three (3) years, renewable upon mutual agreement. Either party may terminate this Agreement in the event of a material breach by the other effective 30 days after a written notice is given. A material breach consists of: (a) an act of dishonesty; (b) negligence or misconduct in performance of responsibilities and duties; (c) failure to timely pay amounts due or perform material duties according to this Agreement.
- 3. Fees.** Client shall pay the fee(s) for each individual attending a CHIP Training and Certification Workshop. Client designates one person to become the certified CHIP Director. Director fees include: one *CHIP Program Manual*, one *CHIP Daily Program Guide*, two DVD sets of the CHIP Lecture materials, one CHIP Participant Kit, one CHIP Assistant software set, one "A Pathologist's Perspective" DVD, one "Introduction to CHIP" DVD, one Information Session Power Point presentation CD, and one set of handouts. Client may send other persons, along with the director, to form the CHIP team. Fees for each team member include: one CHIP Participant Kit and handouts. Client is also responsible for travel, lodging, meals and other incidental expenses incurred by the individuals attending a CHIP Training and Certification Workshop.

4. **Training & Certification of Director.** In order to be certified and maintain certification as CHIP Director, Client, at Client's expense, shall require selected individuals to:
 - a. Attend and successfully complete a CHIP Training and Certification Workshop.
 - b. Read and abide by the terms of this Agreement.
 - c. Execute and return a LMI/CHIP License Agreement within 10 days of attending a CHIP Training and Certification Workshop.
 - d. Allow CHIP representative to observe any DVD-CHIP Program delivered by certified CHIP Director.
 - e. Obtain and use updated Program Materials as they become available from LMI.

5. **Required CHIP Program Materials and CHIP Assistant Software.** Client shall purchase from LMI and provide Director the Required CHIP Program Materials. Prices subject to change.

6. **Director Restrictions.** Client's Director shall:
 - a. Present DVD-CHIP Program only to "Participants" which include: directors, officers, regular employees, retirees, contract employees and immediate family members of any such Client or its affiliated organization. In some Agreements, Participants may be members of the community.
 - b. Present DVD-CHIP Program as outlined in the *CHIP Program Manual*.
 - c. Present DVD-CHIP Program using Required CHIP Program Materials as provided in this Agreement.
 - d. Not train others to direct, facilitate or conduct DVD-CHIP Programs in any form unless authorized and certified to do so by LMI.

7. **Restricted Use.** Client agrees that nothing shall be done that is inconsistent with this Agreement and the content of the *CHIP Program Manual*. This includes: (a) the consistent use of the Required CHIP Program Materials; (b) the execution of the *HeartScreen* Risk Assessment including the Lifestyle Evaluation, no more than one week before the Program begins and no later than one week after the Program ends, providing each participant written clinical feedback as described in the *CHIP Program Manual*; (c) the use of the *CHIP Assistant Software* to generate individual and group clinical reports for the participants, entering the *HeartScreen* data collected before and after the CHIP Program and electronically transmitting the clinical data of the group report within seven days after the conclusion of the CHIP Program to the LMI designated Central Data Bank; (d) scheduling the presentation of the Program for two, two-hour sessions, a week, for eight weeks. Client agrees to obtain permission from LMI for any scheduling deviation; (e) presenting the Program only to persons defined as Participants.

8. **Copyrights, Trademarks, and Proprietary Information.** Client agrees not to modify, translate, transcribe, copy, transfer to any third party, store or introduce into a retrieval system, or transmit in any form or by any means (electronic, mechanical, recording or otherwise) the *CHIP Program Manual*, the *CHIP Daily Program Guide*, any Required CHIP Program Materials, the *CHIP Assistant Software*, or any of the educational materials or intellectual property obtained in the Program or at the LMI/CHIP Training and Certification Workshop, including all copyrights, trademarks, and products relating hereto, including without limitation, DVD's , videos, and overhead transparencies, provided in connection therewith, they are the sole property of LMI. Such programs and materials, whether or not protected by copyright, are not to be copied or reproduced without prior written approval

from LMI. Client shall not make or allow anyone under client's control to make any derivative works without prior written approval from LMI.

9. **Miscellaneous.** This Agreement is not a license to use any materials not specifically set forth in the attached "Order Form." This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. The terms of this Agreement shall prevail over any inconsistent terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement. Upon notice to Client, LMI may change fees contained herein and any Director Certification requirements.

10. **Definitions.**

- a. "DVD-CHIP Program" is a presentation by a Director of the 20- DVD-CHIP Set through live instruction, or closed-circuit television, referred to as "Program."
- b. "Director" is an employee or independent contractor of Client who has been certified by LMI to conduct DVD-CHIP Program.
- c. "Required CHIP Program Materials" are the materials identified as "CHIP Participant Kit"
- d. "CHIP Training and Certification Workshop" is training provided by LMI to an employee or independent contractor of Client to certify them as a Director.
- e. "Participants" are directors, officers, regular employees, retirees, contract employees and immediate family members of any such Participants of Client or its affiliated organization. In some Agreements, Participants may be members of the community.
- f. "CHIP Assistant Software" generates clinical reports for the *HeartScreen*.

11. **Territory**

Each client is given specific geographical areas in which to conduct the DVD-CHIP

Program. The region for Client _____

includes: _____

LMI/CHIP

Signature: _____

Printed Name: _____

Title: _____ Date: _____

CLIENT COMPANY

Signature: _____

Printed Name: _____

Title: _____ Date: _____

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EXHIBIT A

The undersigned hereby acknowledges that he/she has read the CHIP License Agreement entered into between LMI and _____,
dated _____ .

The terms and conditions of the Agreement are specifically incorporated herein. Director understands and agrees that: 1) he/she shall comply with and be bound by the restrictions and requirements imposed on the Client and the Director, as those terms are identified in the Agreement, in all respects as if the undersigned had executed the Agreement in its original form; 2) this undertaking is required by LMI in order to certify the undersigned as a Director; 3) he/she is not licensed to present DVD-CHIP Program; 4) the license to present DVD-CHIP Program is granted solely to the Client.

Dated this _____ day of _____.

Signature _____

Printed Name _____

Business Title _____

Business Address _____

City, State, Zip _____

Business Phone _____

Business Fax _____

Home Address _____

City, State, Zip _____

Phone (home) _____ (cell) _____

E-mail _____

Please return completed LMI/CHIP LICENSE AGREEMENT to:

Lifestyle Medicine Institute
PO Box 818
Loma Linda, CA 92354-0818