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1. Licensor may terminate this Agreement and the licenses herein granted upon ten (10) days written notice to Licensee if Licensor, in its sole discretion, determines that Licensee has violated the terms of this Agreement, that the Licensed Coaching Boys Into Men Program is not consistent with Licensor’s standards, specifications or instructions, or for any or no reason. Upon the expiration or termination of this Agreement, for any reason,

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1. Licensee shall not assign, transfer, encumber or otherwise convey this Agreement or any of its rights hereunder without the prior written consent of Licensor. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be modified or amended except by a written instrument signed by both parties. This Agreement shall be binding on the parties hereto and their respective successors, heirs and assigns. Nothing herein contained shall be construed to constitute the parties, partners or joint venturers, nor shall any similar relationship be deemed to exist between them. The Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflicts of laws provisions. Any action brought by either party arising out of the Agreement, shall be brought only in the federal or state courts located at San Francisco, California, and Licensee specifically consents to the jurisdiction and venue of each of such courts, for such purposes.
2. This Agreement is binding on you, an individual, or, subject to the remainder of this Section 7, the company or other legal entity on whose behalf you are signing. If you are entering into this Agreement on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to bind such company or other legal entity to the terms and conditions set forth in this Agreement. Such company or other legal entity must ensure that any end users read and comply with the terms and conditions of this Agreement. Reference to “you” or “Licensee” in this Agreement shall refer to you, as well as such company or other legal entity, and any and all employees agents, representatives, and consultants of such company or other legal entity. If you are entering into this Agreement on behalf of a company or other legal entity and do not have such authority, such company or other legal entity (including any and all employees agents, representatives, and consultants of such company or other legal entity) shall have no rights or recourse under this Agreement.
3. This Agreement may be executed in any number of counterparts, and each counterpart, when executed, shall have the same effect as if the signature on each such counterpart were upon the same instrument. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

# FUTURES WITHOUT VIOLENCE [NAME OF LICENSEE]

Minjung Kwok **By:**

Chief Operating and Financial Officer **Its:**

# Date:

**Date:**

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