

International License Agreement for Teens Cash Coach™

This International License Agreement (the “Agreement”) is entered into effective the ____ day of _____, 2010, between Patti Handy, LLC, a California limited liability company doing business as Teens Cash Coach™ (“Licensor”) and _____ (“Licensee”), with regard to the following:

A. Licensor’s mission is to teach entrepreneurship, money management and wealth creation principles to teens. Licensor is a company responsible for licensing the *Millionaire in the Making-Biz Building Bootcamp for Teens* program (the “Teen Programs”). Licensor has developed workbooks, flyers, marketing material, and other materials for use in the Teen Programs (the “Licensed Materials”). Granting licensing rights to individuals and organizations is at the sole discretion of Licensor.

B. Licensee desires to enter into this Agreement in order to offer the Teens Program and Licensed Materials for the benefit of teens in a particular country or territory desiring to learn about creating a business and money management.

NOW, THEREFORE, the parties agree as follows:

1. License.

Licensor hereby grants to Licensee a nonexclusive, revocable license to: (a) use the Teen Programs to provide bootcamps for teens in Licensee’s particular country (as more specifically provided in Paragraph 7, below; (b) use the Licensed Materials acquired from Licensor, solely for conducting Teen Program events approved under this License Agreement; and (c) to distribute such copies of the Millionaire in the Making Workbooks (the “Workbooks”) to attendees of such Teen Program events. Licensee is authorized to copy the Workbooks for attendees only. Neither Licensee, nor anyone else is authorized to reproduce, create derivative works or publicly display, publish or transmit the Workbook in any manner or media, including without limitation, in electronic format, unless authorized in writing by Licensor. Licensor retains all ownership of the content in the Workbook and all Licensed Materials.

2. Use of the Teens Cash Coach Brand Names.

Licensee is authorized to use the Teen Program names, logos and Trademarks (the “Brand Names”) in advertising events in any media. Licensee may not, however, use the Brand Names in conjunction with any domain names or corporate names. Licensee is encouraged to use the Brand Names on business websites to advertise Teen Programs.

3. Licensee Obligations.

The License granted to Licensee pursuant to this Agreement requires Licensee to meet the following obligations during the term of this Agreement.

(a) Prior to Licensee scheduling any Teen Program or using the License granted hereunder, Licensee shall complete the Teens Cash Coach™ coaching program (the “Coaching Program”) provided by Licensor, within the State of California, United States, and successfully complete same. If Licensee requests Licensor to travel to the Territory (as defined in Paragraph 7, below) for training and/or assistance in promoting the Teen Programs, all travel and expenses shall be paid by Licensee.

(b) After successfully completing the Coaching Program, Licensee is required to list all public offered Teen Programs on the Teens Cash Coach™ website. Licensee is not authorized to train others to conduct or host Teens Cash Coach™ events and agrees to refer any individual or entity to Licensor in the event Licensee receives any inquiry about becoming a trained Teens Cash Coach presenter or coach. Licensee may, however, enlist or hire an assistant to assist with Licensee’s Teen Programs.

(c) Following every Teen Program event, Licensee shall provide any completed event-attendee surveys to Licensor.

(d) Licensee may charge a reasonable fee to each attendee of Licensee’s Teen Program event, but is not required to do so. Licensee will use good faith efforts to provide scholarships to students needing such scholarships, by soliciting from outside sources or out of the proceeds collected for holding the applicable event, to enable students to attend at a reduced rate or free of charge. Licensee is responsible for all taxes that may be required to be collected or otherwise paid to any taxing authority for hosting any Teen Program event.

(e) Licensor holds trademarks on several names associated with the Teen Program (collectively, the “Trademarks”). The Teen Program, Licensed Materials, Brand Names, associated logos/graphics and Trademarks are collectively referred to herein as Licensor’s “Intellectual Property”. Use of the Intellectual Property requires prior written approval from Licensor, which approval is at the sole discretion of Licensor. Licensor reserves all right, title and interest in and to the Intellectual Property. Licensee will not (a) knowingly infringe or violate the Intellectual Property rights of Licensor; or (b) register, seek to register, or knowingly allow or assist any third party to register any trademark of Company or any confusingly similar trademark. Licensor reserves the right from time to time, upon prior written notice and without incurring any liability to Licensee, to (a) discontinue or limit its production of any Licensed Materials; (b) alter the design of any Licensed Materials; (c) add new or additional materials to its Licensed Materials; or (d) amend, revise or add additional Intellectual Property.

(f) At all times during the term of this Agreement, Licensee shall maintain appropriate insurance coverage for Licensee’s obligations under this Agreement (including, without limitation, comprehensive general liability with limits of not less than One Million Dollars (\$1,000,000) per claim, U.S. Dollars). Such insurance will (a) name Licensor as an additional insured, (b) contain a waiver of any rights of the insurer to subrogation against Licensor, and (c) afford Licensor not less than thirty (30) days advance notice of any cancellation or material change. Upon Licensor’s request,

Licensee will provide Licensor with such certificates of insurance and other evidence of such insurance as Licensor may reasonably request.

(g) Licensor welcomes all feedback or suggestions about curriculum and Workbooks and any other aspect of the Teen Program or Licensed Materials. Feedback or suggestions are purely voluntary and not required. However, if Licensee does provide Licensor with feedback or suggestions, Licensee will be deemed to have granted Licensor an unrestricted, unlimited worldwide license to copy, modify, incorporate into the Teen Programs and Licensed Materials, distribute and publicly use such feedback and/or suggestions as Licensor sees fit to accomplish the mission and without any financial or other obligation to Licensee, unless otherwise prearranged.

(h) Licensee agrees to assist Licensor with protecting Licensor's Intellectual Property including, without limitation, acquiring legal trademark in Licensee's Territory and executing a form of copyright assignment, which form shall be signed by Licensee simultaneously with Licensee's execution of this Agreement.

4. License Fees.

Licensee shall pay to Licensor the initial one-time fee of \$1,395.00 (U.S. Dollars) upon the execution of this Agreement (the "Initial License Fee"). In addition, a monthly licensing fee (the "Licensing Fee") for the use of the Teen Program, Licensed Materials, Workbooks, Brand Names, as well as all training provided by Licensor, discounts on programs, products and services, as may from time to time be provided by Licensor, is set forth on Exhibit "A", attached hereto and incorporated herein by this reference. The Licensing Fee may be revised at Licensor's discretion. However, the Licensing Fee will not be revised more than one time per year and Licensee will be notified in writing prior to any revisions.

The Licensing Fee shall be due and payable on the 1st day of each month of this Agreement. In the event the monthly Licensing Fee is not paid by the 1st day of each month, Licensor is entitled to terminate this Agreement upon thirty (30) days' written notice to Licensee.

5. Sponsorships.

Licensee agrees to request prior written approval from Licensor for all offers to sponsor Teen Program events. Licensee is only authorized to collect sponsorship funding/donations from any person or entity if Licensee is a legal, nonprofit 501(c)(3) entity, and Licensee must provide the business or organization with a tax deductible receipt. Notice of all sponsorships and donations must be sent to Licensor either by mail or email prior to receiving such funds.

6. Term.

This Agreement commences with the effective date written above and will continue in effect until terminated by either party. Either party may terminate this Agreement on thirty (30) days' written notice with or without cause. Licensee agrees to destroy any copies of the Workbook and any and all training guides or Licensed Materials received from Licensor upon termination of this Agreement.

7. Exclusive Licensing Area.

The License provided for in this Agreement is for the exclusive right to use the Teen Program, Licensed Materials, and all other rights conferred by this License within a 25 mile radius of Licensee's business address in the country of _____ (the "Territory"). If Licensee desires to include a further area or country beyond the Territory, a separate licensing fee is required in addition to a more detailed agreement.

8. Miscellaneous.

8.1 Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, United States, without giving effect to its principles of conflict of laws.

8.2 Arbitration of Disputes. Licensor and Licensee agree that if a dispute arises concerning or relating to this Agreement, the dispute shall be submitted to binding arbitration under the rules of the American Arbitration Association ("AAA") then in effect. The arbitration shall take place in Los Angeles County, California, United States, and both Licensor and Licensee agree to submit to the jurisdiction of the arbitrator selected in accordance with the AAA rules and procedures. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration. The arbitrator's award will be final and binding on the Parties, and judgment may be entered on it by a court of competent jurisdiction in the United States. The arbitrator (if permitted under applicable law), or such court may issue a writ of execution to enforce the arbitrator's decision.

_____(Licensor's Initial) _____(Licensee's Initial)

8.3 No Agency Relationship. Nothing herein contained shall constitute a partnership between, or joint venture by, the Parties hereto, or constitute either party an agent of the other. Neither party shall hold itself out contrary to the terms of this paragraph and neither party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. Except as otherwise provided herein, this Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party, whether referred to herein or not.

8.4 Indemnification. Licensor shall indemnify, defend, and hold Licensee and its members, managers, officers, director, and agents harmless from and against any

and all claims, demands, losses, costs, expenses, obligations, liabilities, and damages arising out of any breach by Licensor of this Agreement, including, but not limited to, interest, penalties, attorneys' fees and costs.

Licensee shall indemnify, defend, and hold Licensor and its members, managers, officers, director, and agents harmless from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, and damages arising out of any breach by Licensee of this Agreement, including, but not limited to, interest, penalties, attorneys' fees and costs.

8.5 Entire Agreement. This Agreement constitutes the final, complete and exclusive Agreement between the Parties and supersedes all prior and contemporaneous understandings or agreements of the Parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

8.6 Severability. If any provision of this Agreement or the application of any provision of this Agreement to any person or circumstance is to any extent, held to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

8.7 Modification. This Agreement may be modified only by amendment in a writing signed by the Parties to this Agreement.

8.8 Captions. Captions to the articles and sections in this Agreement are included for convenience only and do not modify any of the terms of this Agreement.

8.9 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted heirs, representatives, and successors. Neither party may assign this Agreement without the prior written consent of the other party.

8.10 Attorneys' Fees. In the event of any litigation concerning this Agreement between the Parties to this Agreement, the prevailing party shall be entitled, in addition to any other relief that may be granted, to reasonable attorneys' fees and costs.

8.11 Notices. Any notices to be given hereunder by either party to the other may be effected by either personal delivery in writing, by electronic mail, or by mail, registered or certified, FedEx (or any other priority mail company), postage prepaid with return receipt requested. Mailed notices shall be addressed to the Parties as follows:

Licensors: Patti Handy, LLC
27943 Seco Canyon Rd. Suite 520
Santa Clarita, California 91350

Licensee: _____

Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

IN WITNESS WHEREOF, the Parties hereto hereby execute this Agreement, as of the day and year first above written.

Licensee/Contact Information

Patti Handy, LLC

Signature

Signature

Name (please print)

By: _____
Patti Handy, CEO

Date

Date

Exhibit "A"
Teens Cash Coach™ Licensing Payment Information

Monthly Rate: \$29.95 (U.S. Dollars) or Yearly Rate: \$325 (U.S. Dollars)

Licensing Fees Start Date: _____

Payment information: (circle) Visa Mastercard

Card number	Exp date	CVV
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Name:

Billing address:

City:	Country
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Phone:	Cell:	Email
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Note: Licensing fees begin the first of the month following completion of coaching.

Disclosure: Licensing fees allow you access to the private Teens Cash Coach website which contains all the materials to put on your events as well as access to the Prosperous Teen DVD video lessons, marketing material and discounts on products offered by Licensor. Upon activation of Licensing Fees, you will be given a username, password and the discount code you can use to purchase material from the website store. Failure to pay Licensing Fees will result in the deactivation of your Teens Cash Coach account.