



## COACHING BOYS INTO MEN LICENSING AGREEMENT (updated July 2024)

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3. If Licensee is domiciled in the United States, Licensee may use the Licensed Materials or Trademarks for the purpose of soliciting funding to support (i) the Licensed Coaching Boys Into Men Program, or (ii) any other program or service offered by Licensee that incorporates or includes the Coaching Boys Into Men Program, provided, (i) the solicitation of such funding shall only be to support Licensee in its local jurisdiction (not to exceed state-wide) and not on a multi-state, national or international basis, and (ii) prior to any such solicitation Licensee shall first inform Licensor in writing of (a) the name of the funding source, (b) whether Licensee will submit a written proposal in connection with such solicitation, (c) the amount of funding requested, (d) the timeframe of the Licensee’s program using the Licensed Coaching Boys Into Men Program supported by such funding, and (e) geographic location of Licensee’s planned implementation of such program (municipal and state). If Licensee is domiciled outside of the

United States, Licensee and Licensor shall discuss Licensee's right to use the Licensed Materials or Trademarks for the purposes of soliciting funding in good faith. Licensee shall not solicit, or receive, funding from a source which derived any proposed funds from the sale of, nor engage in any fundraising activity that include reference to, alcohol, tobacco products or firearms. Licensee shall comply with any additional standards for fundraising provided by Licensor from time to time.

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5. Licensee shall indemnify, defend, and hold Licensor harmless from and against any claims, demands, liabilities, losses, costs, damages or settlements, including all reasonable costs and expenses related thereto (including attorneys' fees), arising out of the Licensee's Licensed Coaching Boys Into Men Program and/or Licensee's use of the Licensed Materials. Licensor shall indemnify, defend, and hold Licensee harmless from and against any claims, demands, liabilities, losses, costs, damages or settlements, including all reasonable costs and expenses related thereto (including attorneys' fees), arising out of any third party intellectual property infringement claim brought with respect to the Licensed Materials, the Coaching Boys Into Men program (except to the extent that the claim arises from any unauthorized modification made by Licensee), and the Trademarks.

6. 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, with or without cause, Licensee shall immediately cease to present the Coaching Boys Into Men program and/or any use of any Licensed Materials or Trademarks. Licensee's failure to cease use of the Licensed Materials, the Coaching Boys Into Men program or Trademarks upon the expiration or termination of this Agreement will result in immediate and irreparable damage to Licensor, for which Licensor shall have no adequate remedy other than equitable relief.

7. 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.

8. This Agreement is binding on you, an individual, or, subject to the remainder of this [Section 8](#), 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. The rights and obligations set forth in this Agreement shall not extend to any affiliates of such company or legal entity. 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.

9. 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

Chief Operating and Financial Officer

**Date:**

\_\_\_\_\_

**By:**

**Its/Title:**

**Date:**