

# STOP PAIN, INC

## LICENSE AGREEMENT

THIS AGREEMENT is made by and between Stop Pain, Inc., a Texas business corporation with its principal business office in Bastrop County, Texas (hereinafter “Company”) and \_\_\_\_\_, of \_\_\_\_\_ County, Texas, (hereinafter “Licensee”).

Company wishes to market its products, equipment, and services throughout the State of Texas, and Licensee desires to engage in the business of the Company using the Company’s approved equipment, methods, business plans and services. Therefore, the parties agree as follows:

Company hereby grants to Licensee the nonexclusive right to utilize, within \_\_\_\_\_ County, Texas, the Company’s corporate trade name, “Stop Pain” or any approved variation thereof, and to provide to Licensee the services of the Company, including but not limited to the methods of operation, training, promotion, production and quality control of the Company and its pain management services.

Licensee will pay a one-time license fee of **Ten Thousand Dollars (\$10,000)**. Licensee is required to and agrees to purchase all equipment for use in Licensee’s business from Stop Pain, Inc., as hereinafter set forth, **at a total cost of \$ 23, 945.00**. The initial equipment to be purchased is:

1. Wellness Pro 2010. Five (5) Units @ \$2495 each (**\$12,475.00**)
2. Jade Thermal Massage Bed. Five (5) Units @ \$995 each (**\$9,975**)
3. Chi Infrared Machine. Five (5) Units @ \$299 each (**\$1,495**)

---

---

**TOTAL: \$23,945.00**

Licensee agrees that all future purchases of equipment of the kind described above to be used in the conduct of Licensee’s business shall be purchased from or through Company, and shall be subject to Company’s approval and at prices then in effect. No equipment not approved in writing by the Company shall be used in the conduct of Licensee’s business.

It is agreed that ownership of all rights to Company's trade name, good will, operating policies and procedures shall remain solely in Company.

The term of this license shall commence on the date of execution of this agreement by Licensee, and shall expire two years from the date hereof, unless sooner terminated by written agreement of the parties or under the terms of this agreement. Licensee, if otherwise in good standing under the terms of this agreement, may renew this license for successive two year periods, provided that renewal is in writing and signed by Company. Failure to renew in writing shall result in a month-to-month license, which may be terminated by either party on thirty days written notice.

This license may be terminated by Company without notice at any time, if Licensee should become delinquent in its financial obligations to Company as set out in this agreement, or shall otherwise be in breach of this agreement.

Upon expiration or termination of this license for any reason Licensee shall forthwith cease use of the corporate name "Stop Pain" or any variation thereof, and shall cease doing business with the equipment herein provided for.

During the term of this license, Licensee shall on or before the tenth day of each month, time being of the essence, pay to Company the following consideration:

1. A license fee equal to ***THREE PERCENT (3%)*** of Licensee's gross monthly revenues for the preceding month.
2. An advertising fee equal to ***TWO PERCENT (2%)*** of Licensee's gross monthly revenues for the preceding month.

Company or its authorized agent or representative shall be entitled, at its expense and at reasonable times during ordinary business hours, to audit or inspect Licensee's operations at will, to insure compliance with the provisions of this agreement.

Licensee shall comply with all federal, state, and local laws, ordinances and regulations in the conduct of its business. Licensee shall procure and maintain in full force and effect during the term of this agreement a general liability insurance policy protecting both Licensee and Company and all officers, employees, agents and representatives thereof, against any and all loss, liability, or expense from personal injury, death, property damage or any other event arising from Licensee's operations or occurring upon or in connection with Licensee's premises or by reason of Licensee's operation of the business herein contemplated, whether on or off Licensee's premises, in an amount of not less than \$1,000,000 per person and per accident or occurrence. Licensee agrees to indemnify and hold harmless Company, its officers, agents or employees, from and against all costs, expenses, attorneys fees, losses, liabilities, damages, claims or demands of every description arising in any way out of the use or operation of Licensee's business or the fixtures, equipment, goods, merchandise, products, or procedures used in Licensee's business.

Licensee shall prepare and submit to Company a monthly report, on Company's prescribed form, of its gross sales from the reported month's operations and any additional information that Company may reasonably request. This report must be mailed to Company together with the payment of the required monthly fees on or before the tenth day of each month during the term hereof, time being of the essence.

Licensee's rights under this agreement are not transferable. If any provision of this agreement or its application to any person or circumstance is invalid or unenforceable, then the remainder of the agreement or the application of such provision to other persons or circumstances shall not be affected. The relationship between the parties is that of independent contractors. No partnership, joint venture, or relationship of principal and agent exists or is intended. Licensee may not pledge Company's credit or bind Company to any obligation and Licensee shall indemnify and hold harmless the company from and against all claims, demands, costs, expenses, losses, or liabilities in connection with the business. This agreement is governed by the laws of the State of Texas and any action concerning this agreement or its enforcement shall be brought in Bastrop County, Texas. This agreement may only be modified in writing.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2008.

---

Licensee

---

---

Licensee's Address for Notice

STOP PAIN INC.

By: \_\_\_\_\_  
It's President

---

---

Company's Address for Notice