

NEUROMAMA, LTD.

MASTER LICENSING AGREEMENT

THIS MASTER LICENSING AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 20__, by and between NeuroMama, Ltd., a _____ corporation ("NEURO"), and _____ ("LICENSEE").

RECITALS

A. NEURO intends to operate specialty retail stores engaged in the sale of proprietary computer technology, general retail products, and vacation club sales, each of which operates under the name "Nueromania"

B. LICENSEE and NEURO desire to enter into this Agreement to provide LICENSEE with the rights to operate a number of NEUROMANIA Stores in worldwide markets, specifically in designated licensed Trade Areas, online advertising sales on NeuroMama.com, and integration of new business in the territories to the online platform NeuroZone, and corresponding license agreements which are executed by NEURO and LICENSEE or any LICENSEE (as defined hereinafter) from time to time.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, of the following terms and conditions, and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

DEFINITIONS

The following terms used herein shall have the following definitions: Agreement.

"Agreement" shall mean this Agreement executed on the date first set forth above between NEURO and LICENSEE, as defined in the preamble hereto.

Confidential Information. "Confidential Information" shall have the meaning set forth in Section 5.11.1.

Commencement Date. "Commencement Date" shall have the meaning set forth in Section 2.2.

Effective Date. "Effective Date" shall have the meaning set forth in Section 7.16.

Gross Revenue. "Gross Revenue" shall have meaning set forth in Section 2.2.

Initial and Advanced Training Programs. NEURO's "Initial Training Program" shall mean the program developed by and presented by NEURO that trains employees concerning coffee and its preparation and in the operational aspects of NEURO Stores. NEURO's "Advanced Training Program" shall mean the program developed by and presented by NEURO that trains managers in the operational aspects and managerial aspects of the NEURO System and NEURO Stores, and that trains participants in how to train Regular Employees to do their jobs within NEURO Stores to the level of training as presented in the Initial Training Program.

Lessor. "Lessor" shall mean the party with whom LICENSEE has an Occupancy Agreement that allows LICENSEE to operate a retail operation, lease space, or engage in other business ventures on property controlled by such Lessor. For definitional purposes, a party granting an Occupancy Agreement to LICENSEE shall be referred to as a Lessor even if LICENSEE and such party do not have a landlord-tenant relationship.

License. "License" shall have the meaning set forth in Section 1.1.

"Licensed LICENSEE Affiliate" shall mean an individual or company who will operate within a subregion within the Trade Area of LICENSEE

License Fee. "License Fee" shall have the meaning set forth in Section 2.1.

Management Employee. "Management Employee" shall have the meaning set forth in Section 4.1.

Manual. The "Manual" shall mean the series of documents, publications, and bulletins designated as such by NEURO as the guide for operation of a NEUROMANIA Store, which is hereby incorporated by reference as if fully set forth herein. NEURO shall have the continuing right to revise the Manual, upon reasonable notice, and each update, modification, and expansion of and to the Manual adopted from time to time by NEURO shall become a part thereof and accepted by LICENSEE when received by LICENSEE.

Occupancy Agreements. As used herein, "Occupancy Agreements" shall mean those agreements, however denominated, that allow LICENSEE to lease, manage and/or operate concessions and stores at property owned by third parties. Without limiting the foregoing, Occupancy Agreements include all leases, concession agreements, licenses, and similar arrangements between LICENSEE and third parties.

Regular Employee. "Regular Employee" shall have the meaning set forth in Section 4.1.

Royalty. "Royalty" shall have the meaning set forth in Section 2.2.

NEUROMANIA Store. "NEUROMANIA Store" shall mean a NEUROMANIA retail store operated by LICENSEE pursuant to this Agreement.

NEURO System. "NEURO System" shall mean the business operation system that allows LICENSEE or a Licensed LICENSEE Affiliate to operate a NEURO Store, including interior and exterior store design; other items of trade dress; specifications for equipment, fixtures, and uniforms; defined product offerings and preparation methods; standard operating and administrative procedures; and management and technical training programs, all as the same may exist today or as they may change from time to time, as specified in the Manual or as otherwise reasonably directed by NEURO from time to time with respect to comparable operations, consistently applied.

Trade Area. "Trade Area" shall include an area mutually agreed by LICENSEE LICENSEE LICENSEE and NEURO NEUROMANIA Store

Trademarks. "Trademarks" shall mean those proprietary marks held by NEURO that NEURO specifically designates, in writing, for use by LICENSEE, including those trademarks designated by NEURO that are owned by a distributor or joint venture of which NEURO is a part.

ARTICLE 1.0 THE LICENSE

Grant of License. Subject to the terms and conditions of this Agreement, NEURO hereby grants to LICENSEE and the Licensed LICENSEE Affiliates an exclusive license (the "License") to use the NEURO System and the Trademarks for each licensed NEUROMANIA Store as mutually agreed, but NEURO desires to establish Trade Areas with at least one stand-alone store of approximately 30,000 square-feet, and another location in an existing shopping mall of approximately 1,000 square-feet, executed by LICENSEE or a Licensed LICENSEE Affiliate, for

purposes of establishing subregions if applicable and approved by NEURO. Any Licensed LICENSEE Affiliate which executes a License Agreement shall, as to all NEUROMANIA Stores on such agreement, be bound by this Agreement just as if such Licensed LICENSEE Affiliate had executed this Agreement. References herein to "LICENSEE" shall include each Licensed LICENSEE Affiliate as to all NEUROMANIA Stores on each License Agreement executed by such Licensed LICENSEE Affiliate. LICENSEE agrees to sell advertising for NEURO's search engine, Neuromama.com. NEURO will pay 50% commission for sales of all advertising from companies contacted by LICENSEE in the trade area. LICENSEE agrees that NEURO reserves the right to have "Corporate Accounts", including and not limited to the territory of the licensee, or Trade Area. If LICENSEE has made a sale to a Corporate Account, and is able to demonstrate reasonably active communication leading to such closing of sale, NEURO will consider LICENSEE eligible to be paid the commission as provided herein, and to actively manage the account relationship of the identified "Corporate Account."

LICENSEE agrees to offer placement to companies in the Trade Area for their products on NEURO's online retail sales platform, NeuroZone. NEURO will pay 2% royalties on gross sales of product from customers in the Trade Area for the lifetime of the LICENSEE.

ARTICLE 2.0 FEES, ROYALTIES, AND PAYMENTS

2.1. License Fee. LICENSEE will pay a license fee for each Trade Area equivalent to \$0.10 per person in the population of that territory, as determined by reasonable statistical sources. NEUROMANIA Store LICENSEE must begin selling advertising for NeuroMama.com within 14 days of the execution of this Agreement, and begin integrating new stores within the Trade Area into NeuroZone within 30 days of execution of the Agreement. If performance target is met, the License Fee will be due monthly at 1% of Gross Revenue. NEUROMANIA Store Starting on the first day that its first NEUROMANIA Store opens to the public (the "Commencement Date"), LICENSEE shall pay NEURO a royalty equal to 6% of Gross Revenue. Half of that payment amount will be set aside to match LICENSEE's advertising expenditures one dollar for each dollar of advertising expense, matching amount from NEURO not to exceed 3% of Gross Revenue (equivalent to 50% of the Royalty Fee paid).

"Gross Revenue" shall mean the total of all revenues derived from the NEUROMANIA Store during the term of the License, whether such revenues are evidenced by cash, services, property, or other means of exchange, and whether NEURO offers such services or products in its other locations, and shall include without limitation, the following: (a) sales, monies, property, or receipts from sales, of any nature or kind whatsoever, derived by LICENSEE or by any other person or entity (including without limitation persons controlling, controlled by, or under common control with LICENSEE); (b) sales of NEURO products in contravention of this Agreement at locations other than the NEUROMANIA Stores, provided, that sales of NEURO products through NEURO's wholesale programs shall not be considered sales in contravention of this Agreement; (c) the proceeds of any business interruption insurance, after the satisfaction of any applicable deductible; (d) sales from vending devices; (e) mail or telephone orders received or filled on or from the NEUROMANIA Store; (f) all deposits not refunded to purchasers; (g) orders taken although filled elsewhere. There shall be no reduction for the costs or expenses of operating the NEUROMANIA Stores or for federal, state, or local income taxes or business and occupation taxes related to the NEUROMANIA Stores. "Gross Revenue" shall exclude the amount of any state or local sales or use tax actually paid by LICENSEE and sales of fixtures or other capital items sold by LICENSEE after use thereof in the operation of the NEUROMANIA Stores.

2.3. Payment.

2.3.1 Payment of Royalty. LICENSEE will calculate the Royalty due to NEURO for each calendar month and submit payment to NEURO for the amount due together with a statement of LICENSEE's Gross Revenue for the Accounting Period no later than the twenty-fifth day of the month following the month for which such Royalty Payment is due.

2.3.2 Payment of Advertising Fee. For each NEUROMANIA Store, LICENSEE shall submit to NEURO an advertising report in the manner set forth in Section 2.1

2.4. Promotional Materials. LICENSEE shall purchase for each NEURO Store it opens an initial supply of promotional materials from NEURO costing not less than five hundred dollars (\$500) and, from time to time, shall purchase additional promotional materials from NEURO or a vendor approved by NEURO to maintain that supply. Promotional materials are materials such as customer brochures and counter cards that contain the Trademarks. NEURO will supply these materials to LICENSEE at NEURO'S cost, plus a markup estimated to be twenty percent (20%) to cover its costs of order processing, handling, and shipping. LICENSEE may submit samples of such products from other vendors to NEURO for testing and approval under the procedures set forth in Section 5.9.1.

2.5. Training Fees. The fees and costs typically charged by NEURO for training one (1) Management Employee and six (6) Regular Employees for each NEUROMANIA Store are included in the License Fee paid by LICENSEE for such site, provided, that LICENSEE and NEURO may agree to such other number of Regular Employees as may be necessary to adequately staff such NEUROMANIA Store. For all other training requested by LICENSEE, NEURO may charge reasonable fees and costs for materials and participation. NEURO shall not be responsible for any out-of-pocket expenses, travel, hotel, or salary costs, incurred during training by LICENSEE personnel (including without limitation any Management Employees or Regular Employees).

2.6 Multiple Stores. In the event there is more than one NEUROMANIA Store at a location that includes a previously licensed NEUROMANIA Store, each such NEUROMANIA Store shall be subject, among other things, to the fees as set forth in this Agreement, including without limitation those described in Sections 2.2, 2.4, and 2.5.

2.7. Initial Design and Fabrication; Refurbishment Costs.

2.7.1. Design, Fabrication, and Set-up. NEURO shall provide initial design services for each NEUROMANIA Store, based on plans, specifications and criteria established by NEURO in accordance with its trade dress and business practice. The costs of such initial design services shall be included within the License Fee and LICENSEE shall not be separately charged for such initial design services. LICENSEE shall build and install the NEUROMANIA Store using a contractor approved by NEURO, acting reasonably, and following procedures set forth in the Manual. The fee covers only initial design services, and NEURO shall not be responsible for detailed architectural or construction drawings or revisions.

2.7.2. Refurbishment. From time to time, LICENSEE, at its expense, shall refurbish each NEURO Store as needed to maintain the building design, trade dress, color schemes, and presentation then used by NEURO in its other operations. Refurbishment may include, without limitation, structural changes, remodeling, redecoration, and modifications to existing improvements. During each year of the term of a NEURO Store, LICENSEE shall not be required to expend more than Twenty Percent (20%) of the total cost incurred by LICENSEE to design, construct and equip the NEURO Store on refurbishment required by this Section 2.7.2. This limitation shall not apply in the event of a renewal of a License for a NEURO Store, in which event LICENSEE shall modify the store as necessary to reflect NEURO's current trade dress and image.

2.7.3 Notice of New NEUROMANIA Store. Upon determining that it wishes to open a new store, LICENSEE shall provide NEURO with at least ninety (90) days written notice of such desire. NEURO shall inform LICENSEE whether it wishes to authorize the location within thirty (30) days of receipt of notice from LICENSEE. NEURO shall retain sole and absolute discretion regarding the authorization of any new NEUROMANIA Store, and may elect not to authorize a site for any reason including, without limitation, the failure of LICENSEE's operations to meet with NEURO's continuing operational, financial and legal approval.

2.8. Purchase of Products.

2.8.1 Neuro-branded proprietary products. LICENSEE shall purchase from NEURO all branded products sold by the NEUROMANIA Stores. NEURO will sell each type of the various blends and roasts of such products to LICENSEE at prices to be determined by NEURO and revised periodically.

2.8.2 Other Products. LICENSEE may elect to purchase other products, services, and reports from either (a) NEURO, if NEURO has such items available for sale, or (b) other vendors that meet NEURO's specifications and that have been approved in writing by NEURO, which approval shall not be unreasonably withheld. The procedures for purchasing from such other vendors are further described in Section 5.9.

2.8.3 Shipment. All products shall be shipped F.O.B. NEURO's dock, Seattle, Washington, or F.O.B. NEURO's dock at such other shipping point in the continental United States as NEURO shall determine. Policies with respect to products, returns, and product quality are contained in the Manual.

2.9. Taxes. LICENSEE shall pay to NEURO the amount of all sales taxes, real estate taxes, use taxes, personal property taxes, and similar taxes imposed on, or paid on account of, any goods or services furnished by sale, lease, or otherwise by NEURO, and all amounts that NEURO may advance, pay, or become obliged to pay on LICENSEE's behalf for any reason whatsoever except with respect to License Fees and Royalty Fees.

2.10. Payment of Invoices. All invoices for products, services, fees, and expenses issued by NEURO are due upon issuance and payable by LICENSEE net forty-two (42) days from the date of issuance except as otherwise provided herein.

ARTICLE 3.0 TERM, RENEWAL

3.1 Term of License. The License granted in Section 1.1 shall be for a term of ten (10) years for each NEURO Store, subject to the termination rights of the parties as set forth in Article 6 below. Such term shall begin on the date that such NEURO Store first opens for business. NEURO and LICENSEE acknowledge that, under certain circumstances, the term for a particular site may be longer or shorter than ten years, depending on the terms and conditions of the applicable Occupancy Agreement.

3.2 Renewal. Without limiting the termination rights accorded the parties in Article 6, NEURO may renew this Agreement for a NEUROMANIA Store for a period of ten (10) years or such longer or shorter renewal term as may be appropriate pursuant to the applicable Occupancy Agreement. If such renewal notice is not given at least ninety (90) days prior to the expiration of the then-existing term for a NEUROMANIA Store, the term for such site shall expire upon its previously established expiration date. There shall be no License Fee applicable to the renewal of a license.

ARTICLE 4.0 PREOPENING ASSISTANCE AND REQUIREMENTS

4.1. Training Programs. LICENSEE acknowledges that quality control and adherence to the NEURO System are needed to preserve and enhance the value of the NEURO System and the License. As a condition precedent to LICENSEE's opening the NEUROMANIA Stores to the public, all newly hired and replacement managers of LICENSEE's locations ("Management Employees") shall be subject to NEURO's reasonable approval and shall successfully complete, to NEURO's satisfaction, the "Initial Training Program" and the "Advanced Training Program" conducted by NEURO. Employees of LICENSEE having managerial responsibilities at LICENSEE's locations shall have a skill level, training and experience commensurate with the demands of the position, and in keeping with NEURO's high standards for quality products, courteous service, and cleanliness of operations. Also, each non-management employee of LICENSEE that will work in a NEUROMANIA Store ("Regular Employee") shall, prior to, and as a condition precedent to opening of that NEUROMANIA Store, receive training to NEURO's satisfaction to the level of NEURO's Initial Training Program. Except as provided in Section 2.5 hereof, LICENSEE shall pay training costs and related expenses of each person who attends any such training programs on its behalf. NEURO shall not be responsible for paying the salaries and expenses of employees of LICENSEE who are attending training programs.

4.2. Opening Assistance. NEURO shall furnish to LICENSEE one (1) person experienced in the NEURO System to assist LICENSEE for a minimum period of seven (7) operating days in conjunction with, and prior to, the opening of any NEUROMANIA Store. If LICENSEE opens more than one NEUROMANIA Store at a campus or other location simultaneously, then NEURO may furnish one person, and the opening assistance periods may run consecutively. NEURO shall use diligent effort to furnish one person per NEUROMANIA Store if LICENSEE opens more than one NEUROMANIA Store simultaneously.

4.3. Opening Timetable. LICENSEE shall locate its first NEUROMANIA Store and obtain NEURO's approval for the location promptly following execution of this Agreement. Initial training for LICENSEE's employees will be scheduled after the execution of this Agreement and completed before the opening date scheduled pursuant to Section 2.7.3 LICENSEE shall commence construction promptly following receipt of approval of a site by NEURO and shall open each NEUROMANIA Store promptly on completing construction.

ARTICLE 5.0 OPERATION OF THE BUSINESS

5.1. Standards of Performance and Quality. LICENSEE understands and acknowledges that it is important to NEURO and LICENSEE to develop and maintain high and uniform operating standards, to increase the demand for NEURO's products and services, and to protect the reputation and goodwill of NEURO. Without limiting the standards of performance set forth in the Manual, LICENSEE covenants and agrees as follows:

5.1.1. LICENSEE shall ensure that the operation of each NEUROMANIA Store is at all times under the direct control of a Management Employee. Each Management Employee shall be solely dedicated to operation of the NEUROMANIA Store to which the person is assigned, provided, that a Management Employee may supervise multiple stores if such stores are located within a geographic area that reasonably allows for such multiple store supervision, NEUROMANIA Store with such area to be approved by NEURO.

5.1.2. LICENSEE shall operate the NEUROMANIA Stores in accordance with the standards of service, advertising, promotion, management, and cleanliness prescribed by NEURO and on such days and during such hours as LICENSEE may reasonably determine, exercising its judgment as a global provider of food and other managed services; comply with all business policies, practices, and procedures imposed by NEURO; maintain the physical facilities of each NEUROMANIA Store at a "like new" level of cosmetic appearance; sell at the NEUROMANIA Stores only those services and products designated and approved by NEURO; and maintain the interior and exterior of the NEUROMANIA Stores in a sound, clean, and attractive condition. LICENSEE may, exercising its judgment as a global provider of food and other managed services, reasonably determine what NEURO- approved services

and products are to be sold at a NEUROMANIA Store, provided, that LICENSEE shall at all times offer the items included in the catalog established for such store..

5.1.3. LICENSEE shall obtain and use materials distinctive to the operations of NEUROMANIA Stores only of the kind now or hereafter marketed or licensed by NEURO in accordance with its specifications. NEUROMANIA Store

5.1.4. LICENSEE shall not alter, add to, or delete from any portion of the NEURO System, Trademarks, or NEURO products as licensed hereunder without NEURO's prior written consent, which NEURO may withhold in its sole and absolute discretion.

5.1.5. LICENSEE shall purchase all furniture, fixtures, equipment, supplies, and signage, including replacements, in accordance with NEURO's specifications, and from suppliers approved by NEURO under Section 5.9.1.

5.1.6. LICENSEE shall use at all times the methods, materials, and equipment designated by NEURO to serve customers.

5.1.7. LICENSEE shall maintain at all times an inventory of goods and supplies sufficient to satisfy customer demand.

5.1.8. LICENSEE shall cause all of its employees, while working at NEUROMANIA Stores, to wear uniforms of such color, design, and other specifications as NEURO may reasonably designate, to present a neat and clean appearance, and to render competent and courteous service to customers. LICENSEE's employees working in the NEUROMANIA Stores shall be dedicated solely to the NEUROMANIA Stores and shall not work at any other business owned or operated by LICENSEE, except where LICENSEE reasonably determines it can provide shifts at other locations with no detrimental effect on the operations of its NEUROMANIA Stores.

5.1.9. LICENSEE shall operate the NEUROMANIA Stores as a retail business only under the NeuroMama, NeuroMania, and other proprietary brand names without any additional or accompanying words or symbols unless otherwise directed or approved by NEURO in writing, in NEURO's sole and absolute discretion, subject only to the requirement that such words or symbols be required to be adopted at substantially all other NEUROMANIA Stores. LICENSEE shall implement all changes in identification required by NEURO within forty-five (45) days after receipt of a notice setting out an alternate Trademark pursuant to Section 5.10.2.

5.1.10. LICENSEE shall promptly pay when due all trade and supplier accounts, all federal, state, and local taxes (including, but not limited to, income, business and occupation, gross receipts, sales, use, property, and excise taxes), lease payments, and indebtedness of any kind incurred by LICENSEE in the operation of the NEUROMANIA Stores, unless LICENSEE in good faith, contests any such payment.

5.1.11. LICENSEE shall secure, maintain in force, and, on reasonable notice, give reasonable evidence (or access) to NEURO on request of all business licenses, permits, registrations, and certificates legally required to operate the NEUROMANIA Stores and shall comply with all applicable laws, ordinances, and regulations.

5.1.12. LICENSEE shall faithfully observe and timely perform all covenants to be observed and performed by it pursuant to the Occupancy Agreements for the locations for its NEUROMANIA Stores.

5.1.13. LICENSEE shall not, without the prior consent of NEURO, knowingly employ or seek to employ any person who is at the time employed by NEURO or operating a business under license from NEURO, or otherwise directly or indirectly induce any such person to leave his or her employment. NEURO shall give LICENSEE notice as promptly as is practicable of any situation in which it appears LICENSEE may breach, or has breached, this Section 5.1.13.

5.1.14. LICENSEE shall pay a compensation rate specified by NEURO and out-of-pocket expenses including, but not limited to, transportation, lodging, and food, of any agent or employee of NEURO who works at any of LICENSEE's NEUROMANIA Stores and performs services that would otherwise be performed by an employee of LICENSEE (whether a Management Employee or a Regular Employee).

5.1.15. LICENSEE shall replace items of equipment that are obsolete or otherwise mechanically impaired to the extent they require replacement, or as NEURO may reasonably require.

5.1.16. Except for participation in NEURO's wholesale programs or as otherwise specifically authorized by NEURO, LICENSEE shall sell no products supplied by NEURO outside of the NEUROMANIA Stores nor to any customer for the purpose of resale by the customer, and all sales by LICENSEE shall be for retail purchase only.

5.1.17. LICENSEE shall notify NEURO in writing within ten (10) days after LICENSEE receives actual notice of the commencement of any action, suit, or other proceeding, or the issuance of any order, writ, injunction, award, or other decree of any court, agency, or other governmental instrumentality that pertains to the NEUROMANIA Stores or that may adversely affect LICENSEE's operation of the NEUROMANIA Stores or ability to meet its obligations hereunder, of such proceeding or decree.

5.1.18 LICENSEE shall utilize sales forms and marketing material provided and approved by NEURO to process sales of advertising on Neuromama.com.

5.1.19 LICENSEE shall utilize sales forms and marketing material for integration of companies to the retail platform NeuroZone.

5.2. Inspection. LICENSEE agrees to permit representatives of NEURO to inspect LICENSEE's business locations and operating methods during normal business hours to determine the condition of the NEUROMANIA Stores and LICENSEE's compliance with this Agreement. NEURO acknowledges that in certain instances, access to a NEUROMANIA Store may be subject to the consent of the LICENSEE client, and that such client may refuse to grant consent. LICENSEE shall use diligent efforts to obtain such client's consent to access by NEURO.

5.3. Prices.

LICENSEE agrees that prices will be provided by NEURO in prior to Commencement Date, and revised by NEURO from time to time.

5.4. Employee Training.

5.4.1. NEURO and LICENSEE agree that it is desirable for the benefit and promotion of the NEURO System to use uniform product preparation methods and employ approved products, ingredients, and techniques. LICENSEE therefore agrees that each Management Employee must be fully trained by NEURO in its Initial Training Program and Advanced Training Program prior to beginning work as a manager in any NEUROMANIA Store and each Regular Employee must be trained up to the level of training in NEURO's Initial Training Program either by a fully trained Management Employee or by attending NEURO's Initial Training Program. The Manual shall contain current charges payable by LICENSEE for any such training performed by NEURO if requested by LICENSEE or required hereunder and not covered by Section 2.5. Notwithstanding any training provided by NEURO, NEURO has no responsibility for the quality of any products provided by LICENSEE to its customers except for beans and other products manufactured by NEURO and provided to LICENSEE.

5.4.2. Pursuant to Sections 2.5 and 4.1, NEURO shall provide the initial training of LICENSEE's initial staff at LICENSEE's NEUROMANIA Stores. NEURO shall also bear the costs of any other training requested by NEURO. LICENSEE shall bear the direct costs and fees associated with any training requested by LICENSEE or required hereunder. LICENSEE shall pay the costs and expenses of each person who attends any NEURO training program on its behalf. NEURO shall not be responsible for any such expenses, or for any salary or salary-related expenses of any of LICENSEE's employees during attendance at training.

5.5. Advertising.

5.5.1. All advertising for its NEUROMANIA Stores conducted by LICENSEE must be dignified and must conform to the highest ethical advertising standards and to policies prescribed by NEURO. All advertising, promotional, or marketing plans and materials that LICENSEE uses shall be developed by NEURO or shall be approved (except with respect to prices charged) in writing by NEURO before use. LICENSEE shall use any advertising schemes or promotional materials developed by NEURO only with NEURO's approval. Any advertising or promotional material submitted by LICENSEE for NEURO's approval, which is not rejected within thirty (30) days after NEURO receipt thereof, shall be deemed approved.

5.5.2. LICENSEE agrees to keep visible to customers at its NEUROMANIA Stores at all times a display, a counter card, a supply of catalogs, or such other items promoting NEURO's search engine and online retail platforms as NEURO may reasonably designate.

5.6. Insurance.

5.6.1. At all times during the term of this Agreement, LICENSEE shall keep in effect such insurance (including, but not limited to, course of construction insurance, fire and extended coverage insurance on the real property, equipment, leasehold improvements and stock at the NEUROMANIA Stores, business interruption insurance, rental insurance, and workers' compensation insurance) as may be required by the terms of Occupancy Agreements covering LICENSEE's NEUROMANIA Stores' premises, such insurance as may be required by law, comprehensive general liability insurance (including products and completed operations), and personal injury at a minimum limit of liability of \$3,000,000. All policies shall name NEURO as an additional insured as appropriate, and shall provide that NEURO shall receive thirty (30) days' prior written notice of termination, expiration or cancellation of any such policy. All policies shall be written with insurers with a rating reasonably acceptable to NEURO and each insurer shall be licensed to do business in the jurisdiction in which the applicable NEUROMANIA Store is located.

5.6.2. On the execution hereof, LICENSEE shall provide NEURO with an insurance certificate evidencing the coverages required by this Section 5.6. Thereafter, LICENSEE, shall submit to NEURO an insurance certificate evidencing the coverages required by this Section 5.6, at any time and from time to time, within thirty (30) days after a request therefor from NEURO, and LICENSEE shall submit to NEURO annually evidence of the renewal or extension of each insurance policy.

5.7 Procurement of Insurance. If LICENSEE at any time fails to maintain in effect any insurance coverage required by NEURO or to furnish satisfactory evidence thereof, NEURO in addition to its other rights and remedies under this Agreement at law or in equity, may, but need not, obtain such insurance coverage on behalf of LICENSEE, and LICENSEE shall promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to NEURO on demand any premiums and any expenses of procurement incurred by NEURO.

5.8. Signs. LICENSEE shall pay all costs of signage, and shall only use signs in connection with its NEUROMANIA Stores that NEURO has approved in writing. LICENSEE shall, at all times, maintain and display signs reflecting the current image of the NEURO System, which shall be the color, size, design, and materials

specified by NEURO, in the locations specified by NEURO, and subject to the approval of the governing body that controls the site on which the NEUROMANIA Store is located, if required by LICENSEE's Occupancy Agreement. LICENSEE agrees that it shall not use any handwritten signs. On receipt of notice by NEURO of a requirement to alter any existing sign on its premises, LICENSEE will at its cost make the required changes within forty-five (45) days, subject to the approval of the applicable governing body for the location of the NEUROMANIA Store if required. LICENSEE shall not place or allow to be placed additional signs or posters on its premises without the written consent of NEURO.

5.9. Purchases From NEURO and Approved Suppliers.

5.9.1. To promote the uniformity and quality of the NEURO System, LICENSEE shall purchase all coffee from NEURO and all goods, products, and supplies used in or sold from the NEUROMANIA Stores' only from NEURO or from suppliers designated or approved in writing by NEURO, acting in its sole and absolute discretion. In considering its approval, NEURO may require LICENSEE to submit samples or specifications of any goods or supplies from a proposed supplier to NEURO or to any other person for testing and LICENSEE shall bear any cost of such testing. NEURO will notify LICENSEE of the grant or denial of such approval or of NEURO's need for additional information or samples within thirty (30) days of the submission of specifications or samples. All products supplies purchased from NEURO shall be purchased in accordance with the order format issued from time to time by NEURO, the current form of which shall be set forth in the Manual.

5.9.2. NEURO may change the prices, delivery terms and other terms relating to its sale of goods, products and supplies to LICENSEE on thirty days' notice. NEURO, in its sole discretion, may discontinue the sale of any product at any time if in NEURO's sole judgment its continued sale becomes unfeasible, unprofitable, or otherwise undesirable.

5.9.3. NEURO shall not be liable to LICENSEE for unavailability of, or delay in shipment or receipt of, merchandise because of temporary product shortages, order backlogs, production difficulties, delays, unavailability of transportation, fire, strikes, work stoppages, or other causes beyond the reasonable control of NEURO.

5.9.4. NEURO may act as a manufacturer or wholesaler of goods, products, and/or supplies purchased by LICENSEE and shall be entitled to a reasonable return comparable to other wholesalers or other manufacturers for similar items in the marketplace. LICENSEE agrees to the wholesale price as set forth in NEURO's wholesale catalog, on all goods, products, and supplies purchased from NEURO.

5.9.5. On the termination of this Agreement, NEURO shall not be obliged to fill or ship any orders then pending or made any time thereafter by LICENSEE.

5.10. Trademarks.

5.10.1. LICENSEE acknowledges that NEURO owns the Trademarks and LICENSEE agrees that it shall use only the Trademarks in the operation of the NEUROMANIA Stores and no other trade name or trademark and shall use the Trademarks only for the term of this Agreement. LICENSEE may also use the Trademarks for presentations for business opportunities that it reasonably believes will lead to the development of more NEUROMANIA Stores.

5.10.2. NEURO expressly reserves the right to change the Trademarks or substitute any other trade name, trademark, service name, or service mark at any time; provided that such change or substitution is made effective for substantially all of retail stores operated or owned by NEURO directly. If NEURO makes such a change, each new mark or name shall be a "Trademark" for purposes of this Agreement and shall replace the appropriate discontinued mark or name used in this Agreement.

5.10.3. LICENSEE agrees that it will not use or display any Trademark or any variation thereof other than in strict conformity with NEURO's specifications and the provisions of this Agreement, that LICENSEE has no right to license any person to use any Trademark, and that LICENSEE shall not use any Trademark or any phonetically or visually similar name or mark or any combination thereof in any trading name of any corporation, partnership, or other organization or business without NEURO's express written consent, which may be withheld in NEURO's sole and absolute discretion. Neither during nor after the term of this Agreement shall LICENSEE take any action that does or may adversely affect the goodwill associated with the Trademarks.

5.10.4. LICENSEE shall not imprint or authorize any person to imprint any Trademark on any product without the express written approval of NEURO. LICENSEE shall not use the Trademarks in connection with any offering of securities or any request for credit without the prior express written approval of NEURO. NEURO may withhold or condition any approval related to the Trademarks, including those described in this Section, in its sole and absolute discretion.

5.10.5. If LICENSEE learns of the use of the name "NEUROMAMA", "NEUROMANIA", "NEUROZONE", "NEUROPHONE", "NEUROPAD", or any other Trademark, or any phonetically or visually similar name or mark by another, LICENSEE shall promptly inform NEURO. If another person claims that LICENSEE's use of a Trademark infringes upon the rights of such other person, LICENSEE shall promptly notify NEURO. NEURO shall wholly control any litigation with respect to any Trademark, shall be solely responsible for all of its attorneys' fees associated with such litigation, and shall be entitled to all damages awarded based on infringement of any Trademark. NEURO shall indemnify and hold LICENSEE and its affiliates harmless from and against any claim, liability or other obligation arising out of LICENSEE's use of the Trademarks or other intellectual property provided to LICENSEE by NEURO.

5.10.6. If NEURO changes any Trademark, LICENSEE agrees to comply with the change within forty-five (45) days after notice thereof by NEURO, at LICENSEE's expense.

5.10.7. LICENSEE acknowledges and recognizes NEURO's exclusive ownership of the Trademarks and the validity of the Trademarks, and agrees that its use of the Trademarks inures to the benefit of NEURO. LICENSEE agrees not to contest or assist anyone in contesting at any time during or after the term of this Agreement, in any manner, the validity of any Trademark or its registration, and LICENSEE further agrees to maintain the integrity of the Trademarks and to prevent their dilution. LICENSEE agrees that nothing in this Agreement shall grant LICENSEE any right, title, or interest in the Trademarks.

5.10.8. NEURO makes no representation or warranty about the rights of NEURO or LICENSEE to use the Trademarks.

5.11. Confidential Information.

5.11.1. LICENSEE has or will have knowledge concerning the NEURO System and other confidential matters necessary or useful to the successful development of NEUROMANIA Stores, such as NEURO's plans, strategy, costing, prospects, and potential locations (the "Confidential Information"). Any and all information pertaining to the NEURO System and that is identified in writing as confidential, either through a stamp on such information or through specific identification of such information as confidential in other written communication, including all information in the Manual, except information that is or has become a part of the public domain through publication or communication by others, or that LICENSEE can show was already in LICENSEE's possession before receipt from NEURO, shall be "Confidential Information" for purposes of this Agreement. LICENSEE acknowledges that the Confidential Information is confidential, proprietary information, and a trade secret. Any financial, operating, statistical, customer, marketing or similar information supplied by LICENSEE to NEURO or compiled by NEURO or its auditors or other agents, directly related to LICENSEE's operations, including without limitation, any client or

customer lists, and that is identified in writing as confidential, either through a stamp on such information or through specific identification of such information as confidential in other written communication (the "LICENSEE Information") is confidential, proprietary and constitutes a trade secret owned solely by LICENSEE. NEURO shall not disclose any LICENSEE Information to any third party (except to the extent permitted in Section 5.12.2), and shall not use the LICENSEE Information for any purpose other than fulfilling the terms of this Agreement, without the prior written consent of LICENSEE.

5.11.2. LICENSEE hereby covenants to treat as confidential at all times the Confidential Information and to use all reasonable efforts to keep such information confidential. LICENSEE acknowledges that the unauthorized use or disclosure of such Confidential Information will cause incalculable and irreparable injury to NEURO. LICENSEE accordingly agrees that it shall not at any time during or after the term of this Agreement disclose or use or permit the use (except as may be required by applicable law or authorized by this Agreement) of the Confidential Information, in whole or in part, or otherwise make the same available to any unauthorized person or source without NEURO's prior written consent.

5.11.3. LICENSEE shall grant access to the Confidential Information to its employees only on a need-to-know basis, and shall, to the extent permitted by law, require all of its Management Employees to enter into a written confidentiality and noncompetition agreement, prohibiting them during the term of their employment or thereafter from communicating, divulging, or using for the benefit of anyone, any Confidential Information that they may acquire during their employment with LICENSEE at the NEUROMANIA Stores.

5.11.4. If LICENSEE has any reason to believe that any Management Employee has violated the provisions of the confidentiality and noncompetition agreement, LICENSEE shall promptly notify NEURO and shall cooperate with NEURO to protect NEURO against infringement or other unlawful use including, but not limited to, the prosecution of any lawsuits if, in the reasonable judgment of NEURO, such action is necessary or advisable.

5.11.5. In view of the importance of the Trademarks and the Confidential Information to NEURO, and the importance of the LICENSEE Information to LICENSEE and the incalculable and irreparable harm that would result to either party if the other party were to breach its covenants and agreements in connection with these matters, the parties agree that NEURO may seek specific performance and/or injunctive relief to enforce the covenants and agreements in this Agreement, in addition to any other relief to which NEURO may be entitled at law or in equity, and that LICENSEE may seek specific performance and/or injunctive relief, in addition to other legal or equitable remedies, to enforce the covenants and agreements in this Section 5.11.

5.11.6. LICENSEE shall not disclose the substance of this Agreement to any third party except as necessary to inform entities from which it is seeking Occupancy Agreements or entities which are parties to Occupancy Agreements in order to obtain renewals of, or avoid terminations of, such Occupancy Agreements or as necessary to obtain any governmental permits, licenses, approvals, etc., or to the extent required by the lawful order of any court of competent jurisdiction or federal, state, or local agency having jurisdiction over LICENSEE, provided that LICENSEE shall give NEURO prior notice of such disclosure. The parties agree to cooperate on press releases and other public communications and to coordinate any public announcements concerning this Agreement.

5.12. Accounting, Reports, and Records.

5.12.1. LICENSEE shall prepare, and keep for a period of not less than three (3) years following the end of each of its fiscal years, adequate books and records showing inventories and receipts of all inventory, daily receipts in, at, or from the NEUROMANIA Stores, applicable sales tax returns (if any), all pertinent original serially numbered sales slips and cash register records, and such other sales records as may be reasonably required by NEURO from time to time to verify Gross Revenue reported by LICENSEE to NEURO, in a form suitable for an audit of its records by an authorized auditor or agent of NEURO. Such information shall be broken down by categories of product where

possible. LICENSEE shall permit NEURO or its duly authorized auditor or agent to inspect, audit, examine and make copies from LICENSEE's books and accounting records for the NEUROMANIA Stores at any reasonable time during normal business hours.

5.12.2 LICENSEE shall submit reports of Gross Revenue for the NEUROMANIA Stores to NEURO for each calendar month or at such intervals as NEURO may reasonably require. NEURO agrees that this information is LICENSEE Information, and shall be treated as provided in Section 5.11 (except to the extent that applicable law requires disclosure or that NEURO uses it to prepare reports detailing average sales and income and similar statistics). NEURO may require that LICENSEE connect each of its NEUROMANIA Stores to NEURO's point-of-sale system at NEURO's cost or otherwise give daily reports of sales to NEURO. NEURO may require LICENSEE to submit annual reports of Gross Revenue for the NEUROMANIA Stores prepared at LICENSEE's expense and reviewed and approved by LICENSEE's internal audit staff. NEURO also has the right to have an independent audit made of the books of LICENSEE's NEUROMANIA Stores at any time. If an audit reveals that any Gross Revenues have been understated in any report to NEURO, then LICENSEE shall pay NEURO the Royalty due on the understated Gross Revenues immediately on demand, together with interest at the prime rate as announced from time to time by Seattle First National Bank plus two percent (2%) or, if less, the maximum rate permitted by law. In addition, if an audit reveals that Gross Revenues were understated by two percent (2%) or more during the period audited, LICENSEE shall reimburse NEURO for all costs and expenses incurred in connection with the audit. The foregoing remedies shall be in addition to any other remedies available to NEURO. In addition, if an audit reveals that Gross Revenues were understated by two percent (2%) or more during the period audited, LICENSEE shall pay an amount equal to three (3) times the difference between the amount originally stated by LICENSEE, and the amount owed as provided by reasonable and consistent calculation as a result of the audit for the fiscal periods under review of said audit.

5.12.3 Online reports by NEURO. NEURO shall make available all activity on Neuromama.com from sales of advertising for the customers associated with LICENSEE from the Trade Area, and shall make available all activity related to online sales on NeuroZone for all customers associated with LICENSEE from the Trade Area.

5.13. Promotional Programs. LICENSEE shall honor all coupons, discounts, and similar promotions provided by NEURO for use at its stores generally that are presented by LICENSEE's customers. NEURO shall reimburse LICENSEE for any direct costs incurred by LICENSEE thereby. NEURO shall have no obligation to reimburse LICENSEE for coupons, discounts, and similar promotions if (i) promoted or undertaken for LICENSEE's NEUROMANIA Stores but not for NEUROMANIA Stores generally, or (ii) if LICENSEE has delayed more than 60 days in submitting reimbursement requests for such coupons, discounts and promotions pursuant to the above.

5.14. Customer Lists. LICENSEE shall use reasonable efforts to secure the names and addresses of its customers at NEUROMANIA Stores and shall allow such LICENSEE information to be used by NEURO. This obligation shall not require LICENSEE to solicit such customer information outside the boundaries of the NEUROMANIA Stores.

5.15. Indemnification. LICENSEE hereby agrees to indemnify and hold harmless NEURO, its officers, directors, shareholders, employees, and agents and each of them, in their corporate and individual capacities, from any liability or damage any of them may incur, including reasonable attorneys fees, as a result of claims, demands, costs, or judgments of any kind or nature, by anyone whomsoever, for bodily injury or property damage arising out of or otherwise connected with LICENSEE's negligent performance or actions with respect to this Agreement, the License, the Trademarks, the Confidential Information, the ownership, maintenance, or operation of the NEUROMANIA Stores, or any act of omission or commission by LICENSEE or its officers, directors, shareholders, partners, employees, or agents, except to the extent such liability or damage is due to the negligence or fault of NEURO. LICENSEE's obligations to indemnify and the rights of NEURO and its officers, directors, shareholders, employees and agents, to indemnification under this Section shall survive termination or expiration of this Agreement. NEURO shall give LICENSEE prompt notice of any claim for which NEURO demands indemnity,

shall cooperate with LICENSEE in the defense of such claim, and hereby grants to LICENSEE full right and power to direct, manage, control and settle the litigation of such claim. The absence of any indemnity obligation of NEURO (other than that set forth in Section 5.10) shall not be, or be construed to be, a bar to LICENSEE's action for such indemnity for claims, including without limitation, those claims excepted out of LICENSEE's indemnity obligation in this Section 5.15.

ARTICLE 6.0 TERMINATION; TRANSFERS

6.1. Termination; Default.

6.1.1. The License may be terminated at any time by mutual agreement of LICENSEE and NEURO.

6.1.2. Either LICENSEE or NEURO may terminate this License and Agreement for convenience at any time, either with respect to one or more particular NEUROMANIA Stores or with respect to the entire Agreement, on thirty (30) days' written notice.

6.1.3. NEURO may terminate this Agreement due to default by LICENSEE by written notice to LICENSEE at any time before its expiration on any of the following grounds:

6.1.3.1. LICENSEE's failure to pay NEURO any sums due and owing NEURO under this Agreement within fifteen (15) days after receipt of written notice of default.

6.1.3.2. LICENSEE's failure to comply with the Trademark provisions of this Agreement within fifteen (15) days after receipt from NEURO of notice of default.

6.1.3.3. By giving LICENSEE not less than thirty (30) days' prior written notice of termination (or such longer notice as may be required by applicable law) on the failure of LICENSEE to comply with any other terms required to be observed by LICENSEE under this Agreement or any other agreement between NEURO and LICENSEE, or on any grounds that are a basis for termination of the License under applicable law and, in the case of any default capable of being cured, failure to cure such default within fifteen (15) days after receipt of written notice of default.

6.1.3.4. With respect to a particular NEUROMANIA Store, on the fourth default by LICENSEE at such store within any 12- month period, after three such defaults at such store of which LICENSEE was given notice and an opportunity to cure, regardless of whether previous defaults were cured, and without affording LICENSEE any additional time to cure such default.

6.1.3.5. With respect to a particular site, on not less than thirty (30) days' prior written notice on the occurrence of any one or more of the following events: a condemnation or transfer in lieu of condemnation, or the withdrawal of permission from the applicable Lessor that results in LICENSEE's inability to continue operation of any NEUROMANIA Store; casualty damage to a NEUROMANIA Store that cannot reasonably be repaired or replaced within thirty (30) days; or closing of a NEUROMANIA Store required by law if such closing was not the result of a violation by NEURO, provided that in any such case, the termination shall apply only to the affected NEUROMANIA Store.

6.1.3.6. LICENSEE's filing of a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or LICENSEE's admission or failure to contest the material allegations of any such pleading filed against it, the entry of an order for relief against LICENSEE under the Bankruptcy Code, the adjudication of LICENSEE as insolvent, the appointment of a receiver for a substantial part of the assets of LICENSEE or its NEUROMANIA Stores, the abatement of the claims of creditors of LICENSEE or the NEUROMANIA Stores under any law, or the making of an assignment for the benefit of creditors, or similar disposition of the assets of the NEUROMANIA Stores.

6.1.3.7. LICENSEE's participation in fraud or criminal misconduct relating to operation of the NEUROMANIA Stores or if LICENSEE or any of its officers, directors, or key employees is convicted of or pleads guilty or nolo contendere to a charge of any felony, or any law, the violation of which will adversely affect the NEUROMANIA Stores, the Trademarks, any Confidential Information, or the reputation of NEURO or LICENSEE.

6.1.3.8. LICENSEE's assignment, transfer, or attempt to assign or transfer: (i) the NEUROMANIA Stores, License Agreement, or LICENSEE in whole or in part or (ii) any portion of the premises upon which any NEUROMANIA Store is located, in a manner inconsistent with the provisions of Section 6.5 and 6.6 of this Agreement.

6.1.3.9. LICENSEE's failure to have its employees complete successfully and timely the Initial Training Program.

6.1.3.10. LICENSEE's submission to NEURO on three or more separate occasions for the same NEUROMANIA Store at any time during the term of the License a periodic report, financial statement, tax return or schedule, or other information that understates the Gross Revenues of the NEUROMANIA Stores for any period by more than two percent (2%).

6.1.3.11. LICENSEE's unauthorized use, disclosure, or duplication of the Confidential Information.

6.1.3.12. LICENSEE's surrender or transfer of control of any NEUROMANIA Stores without NEURO's written consent.

6.1.4. Termination shall be without prejudice to any other rights or remedies that NEURO or LICENSEE, as the case may be, shall have in law or in equity.

6.1.5 NEURO, without waiving any rights it may have pursuant to this Section 6.1, and in its sole discretion, may elect not to terminate a License as a result of a default. In the event a default occurs, NEURO may elect to give written notification (a "Notice of Noncompliance") to LICENSEE that a NEUROMANIA Store (or more than one NEUROMANIA Store, if applicable), is not in compliance with the terms and conditions of this Agreement. Such Notice of Noncompliance shall state a period for LICENSEE to cure the noncompliance, which shall be a period not less than thirty (30) days. For a period of six months from and after the date of such Notice of Noncompliance, LICENSEE shall reimburse NEURO for reasonable costs that NEURO incurs with respect to the NEUROMANIA Store(s) identified in such notice, including without limitation the costs of any audit or inspection of such store(s) in excess of NEURO's normal audit program applied to all NEUROMANIA stores, any mystery shopping for such store during such six month period in excess of NEURO's normal mystery shopping program applied to all NEUROMANIA Stores, additional training that NEURO determines is required to bring the store up to NEURO standards, and any personnel costs incurred by NEURO at the store site to ensure the proper management and operation of such store(s). Nothing in this section shall limit NEURO's termination rights as otherwise set forth in this Agreement, which NEURO reserves the right to exercise at any time.

6.1.6 LICENSEE may terminate this Agreement due to a default by NEURO, which is not cured by NEURO within thirty (30) days after NEURO receipt of such notice, upon written notice to NEURO, provided, that if the default is such that it cannot be reasonably cured within such thirty-day period, NEURO shall not be deemed in default if it commences to cure such default within thirty days and diligently prosecutes such cure to completion.

6.2. LICENSEE's Obligations Upon Termination, Expiration or Nonrenewal. On termination, expiration or nonrenewal of this Agreement for any reason, with respect to each NEUROMANIA Store, LICENSEE agrees as follows:

6.2.1. LICENSEE shall immediately pay all sums due and owing to NEURO, including any reasonable expenses incurred by NEURO in obtaining injunctive relief for the enforcement of this Agreement.

6.2.2. LICENSEE shall immediately cease to operate the NEUROMANIA Stores, and shall not thereafter, directly or indirectly, hold any of its locations out as a NEUROMANIA Store.

6.2.3. LICENSEE shall immediately cease using all of the Confidential Information, the Trademarks, and any confusingly similar names, marks, systems, insignia, symbols, or other rights, procedures, and methods. LICENSEE shall deliver all goods and materials containing the Trademarks to NEURO and NEURO shall have the sole and exclusive use of any items containing the Trademarks. LICENSEE shall immediately make any specified changes to its location as NEURO may reasonably require for this purpose, which shall include, but not be limited to, removal of the signs, custom decorations, and promotional materials.

6.2.4. LICENSEE shall immediately cease representing itself as then or formerly a licensee or other affiliate of NEURO.

6.2.5. LICENSEE shall immediately return the Manual and all written materials incorporating Confidential Information and any copies thereof to NEURO.

6.2.6. LICENSEE shall immediately cancel all assumed name or equivalent registrations relating to its use of any Trademark, notify the telephone company and all listing agencies of the termination or expiration of LICENSEE's right to use any telephone number and any classified or other telephone directory listings associated with its NEUROMANIA Stores, and authorize their transfer to NEURO.

6.2.7. If NEURO so elects, at its sole option, upon any termination or expiration of this Agreement, LICENSEE will sell to NEURO such equipment and furnishings as NEURO may designate that are associated with the NEUROMANIA Store (other than product and inventory, which shall be handled in accordance with Section 6.3) at its net book value, using a 5-year amortization period.

6.2.8. Lifetime Royalty at Termination. Unless Termination is for cause, and if for cause, then at NEURO's sole discretion, the 2% royalty paid to LICENSEE from online sales on NeuroZone will continue to be paid to LICENSEE as agreed as long as sales are positive on a monthly basis. If Termination is not for cause, NEURO will honor the royalty provisions of this Agreement and lifetime payment to LICENSEE.

6.3. Product, Inventory, and De-identification.

6.3.1. If NEURO terminates this Agreement with respect to any or all NEUROMANIA Stores for convenience, or if LICENSEE terminates this Agreement with respect to any or all NEUROMANIA Stores due to a default by NEURO, NEURO shall repurchase all unused, but usable, product and supplies inventory at the terminated NEUROMANIA Store(s) at LICENSEE's cost for such product and supplies inventory. In such event, NEURO shall bear the expense of de-identifying the NEUROMANIA Store(s) subject to such termination. If the termination is partial, and if NEURO so permits, LICENSEE shall use its best efforts to use the inventory at other NEUROMANIA Stores to reduce the amount NEURO would pay pursuant to this Section. NEURO shall have no other payment obligations to LICENSEE, and LICENSEE specifically waives any and all claims to be paid for equipment, furnishings, fixtures, personalized materials not usable by NEURO, or the goodwill associated with the terminated NEUROMANIA Store(s). NEURO may offset against its obligations pursuant to this Section any amounts owed by LICENSEE to NEURO.

6.3.2. If LICENSEE terminates this Agreement with respect to any or all NEUROMANIA Stores for convenience, or if NEURO terminates this Agreement with respect to any or all NEUROMANIA Stores due to a default by LICENSEE, LICENSEE shall not receive any compensation for any remaining product and supplies inventory at the terminated NEUROMANIA Store(s). Upon NEURO's request and at LICENSEE's expense, LICENSEE shall return any remaining product and supplies inventory to a location designated by NEURO. In such event, LICENSEE shall also bear the expense of de-identifying the NEUROMANIA Store(s) subject to such termination. If the termination

is partial, and provided there is no adverse effect on the quality of products sold, NEURO shall permit LICENSEE to use such inventory at other NEUROMANIA Stores to reduce the expense of returning such inventory to NEURO.

6.3.3 Upon any termination or expiration, each NEUROMANIA Store shall be de-identified to the standard set forth in the Manual, or, if no standard is included in the Manual, to such standards as NEURO may then have in effect for its company-owned operations. Upon any termination or expiration of this Agreement, NEURO shall return all LICENSEE Information and copies thereof, to LICENSEE

6.4. Transferability of Interest.

6.4.1. LICENSEE may not sell, assign, or transfer its interest in this Agreement, including transfers for security, without NEURO's prior written approval, which NEURO may withhold in its sole and absolute discretion, and any attempt or purported assignment or transfer shall constitute a breach of this Agreement and be void and shall be cause for termination.

6.4.2. Without limiting NEURO's discretion to approve any assignment of this Agreement or the License for security, LICENSEE shall grant no security interest in this Agreement, the License, the NEUROMANIA Stores, or any of its assets at a NEUROMANIA Store unless the secured party agrees that it shall give NEURO prior notice of any attempt to foreclose on its security interest, NEURO shall have the right and option to be substituted as obligee to the secured party, and NEURO shall have the right to cure any default of LICENSEE.

6.4.3. NEURO has the right to disapprove, in its sole discretion, of any person or entity or any transaction that would change the actual, legal, or effective control of the License or the NEUROMANIA Stores upon a sale, transfer, or change of ownership of LICENSEE, the License, or the NEUROMANIA Stores. Without limiting the foregoing, NEURO may disapprove an assignment, sale, or transfer of this Agreement, the License, or the NEUROMANIA Stores by LICENSEE or its owners unless:

6.4.3.1. The assignment or transfer complies with all applicable laws and regulations, all obligations of LICENSEE created by this Agreement, and any other agreement between NEURO and LICENSEE, and the relationships created hereunder are assumed by the transferee, provided however, that such assumption shall not relieve LICENSEE of any such obligations;

6.4.3.2. All debts of LICENSEE to NEURO are paid;

6.4.3.3. LICENSEE is not in default under this Agreement or any other related agreement;

6.4.3.4. The transferee and its Management and Regular Employees satisfactorily complete the training required of new licensees on NEURO's then current terms before the transfer;

6.4.3.5. LICENSEE reasonably satisfies NEURO that the transferee meets all requirements of NEURO for new LICENSEE's, including, but not limited to, experience, skill, aptitude, good reputation and character, business acumen, financial strength, and other business conditions;

6.4.3.6. LICENSEE or transferee pays to NEURO Five Thousand Dollars(\$5,000) for each NEUROMANIA Store for transferee's initial training, and NEURO's internal and out-of-pocket costs associated with acting on the transfer request, including without limitation all of NEURO's costs and attorneys' fees associated with the transfer; and

6.4.3.7. There shall not be any suit, action, or proceeding pending, or to the knowledge of LICENSEE any suit, action, or proceeding threatened, against LICENSEE with respect to the NEUROMANIA Stores.

6.4.5. Any consent to assignment or transfer shall be without prejudice to NEURO's rights against LICENSEE hereunder or to any right (including right of indemnity), remedy, or relief vested in or to which NEURO may be

entitled by reason of the default, breach, or nonobservance of any covenant, term, or condition that occurred before the sale or assignment. Without limiting the foregoing, it is expressly understood and agreed that NEURO's consent to an assignment of this Agreement or transfer of the License shall not waive: (i) any payment or other duty owed by LICENSEE to NEURO under this Agreement before such assignment or transfer; or (ii) LICENSEE's duty of indemnification and defense as set forth in Section 5.15 hereof, whether before or after such assignment or transfer, or (iii) the obligation to obtain NEURO's consent to any subsequent transfer.

6.4.6. LICENSEE shall not assign this Agreement as security for the payment of any obligation that may arise by reason of such sale or assignment.

6.5. Noncompetition.

6.5.1. During the term of this Agreement and for a period of three (3) years following its termination, LICENSEE shall not without first obtaining NEURO's written consent solicit or contact personnel of NEURO or its related or affiliated companies in an attempt to hire or employ said personnel.

6.5.2. During the term of this Agreement, within the Trade Area of a licensed NEUROMANIA Store, LICENSEE shall not, except as authorized under the License or any additional or successor license granted by NEURO, or as consented to by NEURO in writing, have any interest, direct or indirect, in the ownership or operation of, nor grant any rights of operation to, any retailer for any product other than NEURO

6.5.3. At no time during or after the terms of this Agreement shall LICENSEE:

6.5.3.1 Commit any act that adversely affects the NEUROMANIA Stores, the Trademarks, or the Confidential Information; or

6.5.3.2 Except as authorized under the License or any additional or successor license granted by NEURO, use, in connection with the operation of any business wherever located, the NEURO System, any Trademarks, or the Confidential Information, or cause or permit any such business to imitate the NEURO System or to be operated in a manner tending to have such effect.

6.5.4. The parties agree that (i) if any provision of this Section 6.5 is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as though the invalid or unenforceable part had not been included, and (ii) if any geographical area or term or period of this Section 6.5 is held to be invalid or unenforceable, such geographical area or term or period shall be valid and enforceable over a reasonable geographical area or a reasonable term or period of time.

6.5.5. LICENSEE agrees that, if it goes into a business pursuant to which it offers, by mail order, products available from NEURO, it will provide NEURO a reasonable opportunity to participate in such program.

ARTICLE 7.0 MISCELLANEOUS

7.1. Governing Law. This License Agreement will be governed by and construed in accordance with the laws of the Permanent Court of Arbitration, located at Peace Palace, Carnegieplein 2, 2517 KJ The Hague, The Netherlands, T: +31 70 302 4165, F:+31 70 302 4167, e-Mail: bureau@pca-cpa.org. Both parties and the individual signing this License Agreement agree to submit to the jurisdiction of such court.

7.1.1. Waiver of Jury. With respect to any dispute arising under or in connection with this License Agreement or any related agreements, as to which no party invokes the right to arbitration herein-above provided, or as which legal action nevertheless occurs. Each party hereby irrevocable waives all rights it may have to demand a jury trial. This waiver is knowingly, intentionally, and voluntarily made by NEURO LICENSEE, and each acknowledges that

none of the other parties nor any person acting on behalf of the other parties has made any representation of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. NEURO and LICENSEE each further acknowledge that they have read and understand the meaning and ramifications of this waiver provision. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or unenforceable of any other provision of this Agreement.

7.2. Relationship of Parties.

7.2. 1. LICENSEE is an independent contractor and is not, and shall not hold itself out as, a partner, joint-venturer, agent, employee, or legal representative of NEURO, and is not otherwise authorized to act for or on behalf of NEURO as a result of this Agreement or any other agreement and cannot act for nor legally bind NEURO. LICENSEE is not authorized to make any agreement, warranty, covenant, or other representation nor to create any obligation, express or implied, on behalf of NEURO, nor shall LICENSEE represent that it has any right or power to do so.

7.2.2. LICENSEE shall hire and be exclusively responsible for the compensation and training of all employees of its NEUROMANIA Stores except for the training described in Sections 2.5 and 4.1, and LICENSEE shall have sole responsibility to collect and promptly pay when due all federal, state, and FICA, FUTA, withholding, and other applicable payroll taxes, worker's compensation contributions, unemployment insurance premiums, and all similar taxes, fees, and charges. LICENSEE acknowledges that it is acting as an independent contractor, and not as an agent for NEURO, in connection with all matters described in this Section.

7.3. Limitation of Remedy. If NEURO should breach this Agreement or any related agreement, LICENSEE may pursue whatever remedies may be available at law or in equity, provided, that in no event shall LICENSEE have the remedy of withholding any payment due NEURO under this Agreement. If LICENSEE breaches this Agreement or any related agreement, NEURO may pursue any remedies that may be available at law or in equity.

7.4. Entire Agreement. This Agreement and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the entire agreement between NEURO and LICENSEE in respect of the subject matter hereof, and supersedes all prior agreements between NEURO and LICENSEE in connection with its subject matter. No officer, employee, or other servant or agent of NEURO or LICENSEE is authorized to make any representation, warranty, or other promise not contained in this Agreement. No change, termination, or attempted waiver of any provision of this Agreement shall bind NEURO or LICENSEE unless in writing and signed by NEURO and LICENSEE.

7.5. Severability. If any provision of this Agreement or the application of any provision to any person or to any circumstance is determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. NEURO and LICENSEE intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

7.6. Waiver and Consent. No waiver by either party of any covenant or condition or the breach of any covenant of this Agreement to be kept or performed by the other party shall be construed as a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement. Acceptance by NEURO of any payments due it

hereunder shall not be deemed to be a waiver of any preceding breach by LICENSEE of any terms, covenants, or conditions of this Agreement.

7.7 Modification. To be effective, any modification of this Agreement must be in writing and signed by LICENSEE and NEURO.

7.8. Section Headings; Pronouns. This Agreement may be executed in duplicate originals, each of which shall be deemed an original. The Section headings are for convenience of reference only and shall not be deemed to alter or affect any provision thereof. Each pronoun used herein shall be deemed to include the other number and gender.

7.9. Forum. Any lawsuit, arbitration or other proceeding arising out of or with respect to this Agreement shall be conducted in King County, Washington.

7.10. Attorneys' Fees and Costs. If either party is required to employ legal counsel or to incur other expenses to enforce any provision of this Agreement, then the prevailing party will be entitled to recover from the nonprevailing party the amount of all reasonable fees of counsel and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding.

7.11. Interest. Any sum owed to NEURO by LICENSEE or paid by NEURO on LICENSEE's behalf shall bear interest from the date due until paid by LICENSEE at the rate of twelve percent (12%) or, if lower, the maximum lawful rate.

7.12. Notices. Notices under this Agreement shall be in writing, and shall be delivered in person or by registered or certified mail, return-receipt requested, prepaid, addressed as follows:

If to NEURO:

North American Headquarters
1810 E. Sahara Ave
Suite 100
Las Vegas, NV 89104

If to LICENSEE

With a required copy to: Any NEUROMANIA Store(s) affected by such notice at the address of the store(s) in the licensed area for such NEUROMANIA Store.

Any Licensed LICENSEE Affiliates affected by such notice, at the principal LICENSEE notice address set forth above or such other address any party shall have specified in a written notice to the other.

7.13. Successors and Assigns. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

7.14. Incorporation of Exhibits, Schedules, Etc. The terms of the Manual, as the same may change from time to time, and all Exhibits and Schedules hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein.

7.15. Acknowledgments. LICENSEE acknowledges that:

7.15.1. NEURO expressly disclaims the making of, and LICENSEE acknowledges that it has not received or relied upon, any warranty or guaranty, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

7.15.2. It knows of no representation by NEURO, or its officers, directors, shareholders, employees, agents, or servants, about the LICENSEE that is contrary to the terms of this Agreement or the documents incorporated herein, and further represents to NEURO as an inducement to its entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.

7.16. Effective Date. This Agreement shall be effective as of the date it is execute an authorized representative of NEURO. IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year indicated below.

EXECUTED by LICENSEE this ____ day of ____, 20__.

LICENSEE

By:

Its:

EXECUTED by NEURO at _____, ____ this ____ day
of ____ 20__.

NEUROMAMA, LTD.

By: Igor Weselovsky

Its: President & CEO