

**The HBDI™ Technology Licensing Agreement**  
(hereinafter called the “Agreement”)

....for all who wish to utilize or apply the Herrmann Brain Dominance Instrument™ (hereinafter called HBDI) and derivative technologies of the Ned Herrmann Group, Inc., dba Herrmann International, (hereinafter called the "Licensor" or “HI”).

Date of this agreement: \_\_\_\_\_

Name of the Licensee: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

The title headings contained in this Agreement are for reference purposes only and shall have no interpretive affect on the rights and obligations of the parties.

Licensor extends to the Licensee the limited rights to use HBDI™ technology within the scope of training, development, counseling, and facilitation of individuals. These rights include the HBDI™ Instrument, related materials, instruction techniques, processing software, data, and all other related items created and owned by Licensor.

If applicable, the Licensee also has limited rights to use the technology in a special manner, such as its offering for sale HBDI™ products and services commercially or professionally as listed below. These special, commercial or professional application rights to be granted are, and are limited to (please list in a detailed, clear manner below; or refer to, and attach, addendum):

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## **Conditions and Responsibilities:**

### **LICENSEE AGREES TO HAVE QUALIFIED, CERTIFIED PRACTITIONERS**

1. The Licensee agrees that HBDI™ technology requires any persons processing, teaching, interpreting, or facilitating this technology be trained, certified and qualified by Licensor. The necessary training must be done by approved Licensor facilitation, others are not granted permission to train individuals in the administration or interpretation of the HBDI™. Officially trained persons will adhere to all HI guidelines, policies and procedures as to instruction, interpretation, and application of the HBDI™ technology. These trained persons will be referred to as "certified practitioners." Certified practitioners may be either employed by, or contracted by, the Licensee. Both the Licensee and the certified practitioner are fully responsible for adherence to applicable HBDI™ and HI guidelines, policies and procedures.

Licensor agrees to provide periodic training and certified practitioner qualification procedures and guidelines to enable the Licensee to use the HBDI™ technology. The Licensee understands there will be fees for this training.

A certified practitioner must be both approved by the Licensee prior to HBDI™ training, and, upon completion of training, must be certified by Licensor in writing. Either party may revoke this privilege but must notify the other of same within ten (10) business days.

Should a certified practitioner no longer be available to the Licensee for any reasons, such as leaving the employ of the Licensee, the Licensee will immediately notify Licensor within ten (10) days, and suspend any applicable activities until the new certified practitioner has been trained and certified by Licensor. A certified practitioner can be contracted for the interim period.

2. The Licensee agrees only certified practitioners may administer the surveys, handle or review the survey forms, process or archive the surveys and/or any derivative data, prepare, collate, distribute, instruct or present information concerning the individual profile package or disseminate any other HBDI™ related or derivative information.

### **AGREES TO PAY FOR ALL PRODUCTS, SERVICES, AND MATERIALS**

3. The Licensee agrees to pay all costs and charges, for all products, materials, goods, services, processing, training, HBDI™ units, and invoices within the established payment terms of Licensor.

#### **AGREES TO PROTECT RIGHTS OF THE INDIVIDUAL**

4. The Licensee agrees that, under no circumstances, will any individual's HBDI™ profile information be disclosed, or made available in any manner, to anyone other than certified practitioners or the Licensor without the written consent of the individual recipient of the profile.

Licensor agrees to offer consulting services at no charge to the Licensee to assist them in creating individual consent forms.

5. The Licensee agrees that, under no circumstances, will the HBDI™ profile information be used for inappropriate or illegal discrimination against any individual.

#### **AGREES TO PROPERLY USE ALL INFORMATION AND STORE ALL PERSONAL INFORMATION IN A CONFIDENTIAL MANNER**

6. All reasonable safeguards will be taken for proper use of the information and protection of privacy. The Licensee agrees that all HBDI™ data and information will be stored and archived in a secure place, and only available to certified practitioners. Where electronic files are used, access will be denied by fully secure means to all but certified practitioners.

#### **AGREES HBDI™ IS NOT TO BE USED AS A SELECTING ASSESSMENT**

7. The Licensee acknowledges that the HBDI™ only measures thinking preferences, not situational abilities; and, additionally, the survey form can be manipulated by unauthentic responses, thus, the Licensee agrees the instrument will not be used by the Licensee or Licensee's customers for selecting employees for hiring, firing or promoting purposes.

#### **AGREES NOT TO MODIFY, USE, OR DUPLICATE EXISTING MATERIALS, OR DESIGN NEW MATERIALS, OR USE LOGOS AND SOFTWARE WITHOUT THE WRITTEN PERMISSION OF HERRMANN INTERNATIONAL.**

8. No modifications will be made to any Licensor material without the prior written consent of Licensor.
9. No materials in any medium (for example instructive or marketing related) will be developed or distributed concerning HBDI™ technology without the prior written consent of Licensor.

10. All interpretations and information dissemination of individual or collective group data must be within the standard, prescribed, and conventional manner as taught to the certified practitioner by Licensor. Any other interpretations, deviations or conclusions are acceptable only after complete disclosure to Licensor for evaluation and then only with the written authorization of Licensor.

Licensor will make comprehensive data processing, analysis, and interpretation services available, for a fee, to the Licensee for greater information value and utility of the collected data.

11. The Licensee agrees all software and collateral materials are the property of Licensor and that the Licensee shall not modify, copy, share or translate said materials. Upon the termination of this agreement for any reason, all such software and materials are to be returned to Licensor within 30 days.

12. The Licensee agrees not to use any logo or trade names of NHG, HI, HBDI™, Whole Brain™, etc. without written authorization from Licensor.

**AGREES TO TRANSFER HBDI™ DATA IN A TIMELY MANNER AND GIVES LICENSOR RIGHTS TO ALL HBDI™ DATA**

13. The Licensee agrees to transfer and make available all data collected from all HBDI™ surveys to Licensor as soon as logistically practical but at least on a quarterly basis. It is understood that this information will be retained by Licensor and will be used for continuing research purposes. It will be safeguarded by Licensor and no personal profiles or collective data will be released to any other organization without the written consent of the Licensee and individual recipient of the profile(s).

**LICENSOR RESERVES THE RIGHT TO CHANGE AND MODIFY**

14. The Licensee understands that Licensor may modify, change, and/or adjust its policies, technology, guidelines, products, materials, and pricing from time to time, provided, however, such modification, change, and/or adjustments will not be made without providing Licensee at least sixty (60) days notice thereof.

## **INDEMNIFICATION**

15. Both parties hereto agree to indemnify, protect, defend, and prevent any demands toward the other from any and all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses including attorney fees, imposed or incurred by or asserted against each other or their permitted assigns, arising out of, in connection with, or resulting directly or indirectly from the negligence or willful misconduct of each other, their employees, or agents in connection with the development and use of the technology or related materials.

## **DISCLAIMER OF WARRANTY**

16. The Licensor does not warrant, guarantee, or make any representations regarding the use or the results of the HBDI™, in terms of correctness, accuracy, reliability, currentness or otherwise. Neither the Licensor nor anyone else who has been involved in the creation, production or delivery of the HBDI™ shall be liable for any direct, indirect, consequential or incidental damages arising out of the use, the results of use, or inability to use such products.

## **TERM**

17. The initial term of this Agreement shall be for one (1) year and begins at the date first written in this document and will automatically renew for like one (1) year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then existing term.

## **AGREE TO NON-TRANSFERABILITY**

18. This Agreement is not transferable to any other individual or entity under any circumstances. Neither party has the right to assign this Agreement, nor any portion thereof, without the written consent of the other party. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns.

## **EACH PARTY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT**

19. The Licensee and Licensor may also terminate this Agreement for:
  - A. Failure to adhere to, or breach of any of the terms, provisions or conditions set forth within this Agreement. In such circumstances, a thirty (30) day period of written notice will be given by the non-breaching party to make full remedy for the violation or the problem. If not remedied to the satisfaction of the non-breaching party within the period, the Agreement may be terminated.

- 19. B. Bankruptcy or criminal conviction of either party.
- C. Reasonable evidence the technology or products are being improperly or fraudulently used or represented with no acceptable evidence or explanation to the contrary.

**GOVERNING LAWS**

- 20. This Agreement shall be construed pursuant, to the laws of the State of North Carolina, USA. The parties agree that any action brought by any party against the other in connection with any rights or obligations arising out of this Agreement shall be instituted properly in a federal or state court of competent jurisdiction in North Carolina, USA.

**SUPERSEDES ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS**

- 21. This Agreement contains the entire agreement of the parties concerning the HBDI™ and all related technologies, and supersedes any other prior agreements, understandings, representations, promises, or conditions.

**NOTICES, SEVERABILITY, MODIFICATION AND WAIVERS**

- 22. Notices as they may be required are deemed to have been duly given when delivered, or upon receipt by certified or registered mail, postage prepaid, properly addressed to the parties as follows:

Licensor: Herrmann International  
Ann Herrmann-Nehdi, CEO  
794 Buffalo Creek Road  
Lake Lure, NC 28746  
USA

Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 23. Severability: In the event any portion of this Agreement shall be deemed to be invalid under any applicable law, such provision shall be deemed void, and the remainder of this Agreement shall continue in full force and effect.
- 24. Modification and Waiver: All changes, additions, or deletions of this Agreement must be in writing and signed by each of the parties. Waiver by any party of a breach of any provision of this Agreement shall not be construed as a waiver of any different or subsequent breach of this Agreement.

In witness whereof, the Licensor and the Licensee have executed this Agreement as of the day and year first above written.

**Licensor:**

Herrmann International

By \_\_\_\_\_

Title \_\_\_\_\_

**Licensee:**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_