



GROUP LICENSING AGREEMENT

Group Application Fee: \$50

This agreement represents a limited license agreement and "affiliation" agreement (hereinafter referred to as "Agreement") between World Cynosport Rally Limited (hereinafter referred to as "WCRL"), a Texas Corporation, and the entity listed below, hereinafter referred to as "Group", and sets forth the complete agreement of the parties, including rights, privileges, terms and conditions. World Cynosport Rally Limited is a subsidiary of World Cynosport Limited ("WCL"), and a sister company to United States Dog Agility Association, Inc. ("USDAA"). Collectively, WCL and USDAA shall be referred to as "WCRL affiliated companies" or "WCRL affiliates."

WHEREAS WCRL has established a competition and testing program for the sport of rally obedience and has established widespread recognition of its programs and other intellectual property related to conduct of rally obedience tests and events (collectively referred to as "Trials"), Group openly acknowledges through its Agreement that it seeks to enlarge and enhance its own membership and dog training activities through the beneficial participation and affiliation with WCRL and WCRL affiliated companies in promoting the sport of rally obedience ("Rally") and conduct of Trials under license as set forth herein.

GENERAL REPRESENTATIONS AND AGREEMENT: Group represents that it has sufficient, competent experience in the conduct of dog training and in obedience or similar discipline with respect to dogs. In respect of this Agreement, Group shall –

- at all times conduct its business in a professional and courteous manner and promote WCRL and WCRL affiliated companies in a favorable image and with spirit of good sportsmanship
- abide by the Official Rules and Regulations, policies and procedures as may be set forth from time to time by WCRL, as well as all laws and regulations in Group's locality or the locality in which a Trial may be held
- allow all dogs, regardless of pedigree (including cross-bred dogs) to participate in Trials
- keep WCRL informed on Group activities through periodic communication for inclusion in news articles or other promotional materials, as appropriate
- file application for individual license for all Trials to be conducted pursuant to WCRL rules & regulations and remit all licensing and other fees when due in accordance with WCRL policies and procedures
- during the term of this Agreement, hold a minimum of two WCRL licensed Trials for which separate applications must be filed

The Group's president, or proprietor if an unincorporated entity, shall serve as Group's Official Representative as principal liaison and correspondent with the WCRL, unless a third-party is otherwise requested in writing by Group and expressly approved by WCRL. Such third-party must be an active officer or board member of the corporation, or whose capacity as Group's Official Representative carries with it full authority for decision-making on business matters (e.g., proprietor or general partner) as they relate to Group's activities. Request of said appointment shall carry with it the grant of full authority by Group to said third-party to act on their behalf in all respects to this Agreement.

IN RECOGNITION OF GOOD AND VALUABLE CONSIDERATION, Group shall be entitled to make application for license to hold WCRL licensed rally obedience trials, pursuant to rules promulgated by WCRL. In connection therewith, Group is granted a limited license for use of WCRL intellectual property as set forth herein.

LIMITED LICENSE AGREEMENT: The Group acknowledges that World Cynosport Rally Limited or one of WCRL's affiliated companies, is the exclusive owner of the registered trademarks and declared services marks (hereinafter referred to as "Marks")—WCRL logo, line art dog graphic as an element of the WCRL logo, and the titles Rally ChampionSM (ARCHSM), Rally Champion ExcellentSM (ARCHXSM), Rally Champion ExtraordinaireSM (ARCHEXSM), and Rally Master ChampionSM (ARCHMXSM). The above Marks shall always conform to proper presentation style, with either the first letter of each word capitalized followed by the appropriate "@™" or "SM".

WCRL grants nonexclusive rights of limited use of the Marks during the term of this Agreement solely for the promotion of Group and WCRL-licensed Trials and in no way transfers any ownership interest in the Marks or of any other marks which it may declare in the future to Group. Use of the WCRL logo and other service marks, other than as expressly provided herein, is prohibited without the express written consent of the WCRL or WCRL affiliated companies. Further, during the term of this Agreement Group is granted permission to reproduce WCRL rules & regulations for their own use in promoting WCRL. Such reproductions shall include a link or textual reference to the original source of the regulations on the WCRL website at rallydogs.com.

REPRESENTATIONS AND WARRANTIES. Group shall be solely responsible for understanding of WCRL rules & regulations and be solely responsible for the production and operation of WCRL licensed Trials in a professional manner. Further, Group shall maintain their own liability insurance with respect to their operations and shall hold WCRL and WCRL affiliated companies harmless from loss arising from any claim associated with the Trials, or any other Group operational activities.

- apply for liability insurance for conduct of training classes and demonstrations for charity under the WCRL structured program for as long as it is available through WCRL's insurance broker.
- use of WCRL's logo and other trademarks as provided herein under provisions stipulated under "LIMITED LICENSE AGREEMENT".
- participation in cooperative advertising and promotional efforts of WCRL.

None of the Marks shall be in any way misused, distorted in their presentation, be used as terms of general description or combined with any other terms of other obedience or similar dog competition programs, or that are or may be offered by other organizations. Group is entitled to limited use of the Marks as long as this Agreement is in effect on promotional brochures, advertisements, banners and other literature related to Group's activities in support of WCRL and WCRL-licensed events; however, any proposed use on materials for which a prescribed form has not already been supplied by WCRL must be submitted for approval prior to distribution. Group is entitled to limited use of the WCRL logo on items for Group use, such as jackets or "t"-style shirts; however, such items may not be offered to the public for sale without express WCRL approval in writing or through execution of a separate Retail Licensing Agreement that is available through WCRL upon request.

TERM AND RENEWAL PROVISIONS: The term of this Agreement shall be for the calendar year in which executed (except for provisions of the "Agency and Noncompete Agreement" section herein, which continue for a period of two years beyond termination of the Agreement). The term of this Agreement is automatically extended annually for succeeding one-year terms provided a licensed Trial has been held and fees remitted during the current term, unless otherwise terminated by written notification. For this purpose, an application for trial license filed during the term for the following year shall satisfy the requirement for autorenewal.

TERMINATION: Group may terminate this Agreement upon 10-day written notice; however, all obligations of Group arising during the term of this Agreement shall be immediately due and payable, and the liability there for shall not be discharged by such termination. WCRL reserves the right to terminate this Agreement at any time for failure to comply with WCRL Rules & Regulations, policies or procedures associated with conduct of licensed Trials, or for any other reason, if in the opinion of WCRL, the best interests of WCRL and the sport are not being upheld. WCRL shall have a right to recover damages (including punitive damages as permissible by law, legal fees and expenses, and other costs of recovery) from Group for violation of this Group Licensing Agreement, policies and procedures, or other guidelines as may be set forth from time-to-time by WCRL.

NEXUS/JURISDICTION: This Agreement shall be governed by the laws of the State of Texas. Should one or more provisions of this Agreement be found to be invalid in a court of law, other portions of this Agreement shall remain in full force to the extent permitted by law to the extent the intent of the Agreement is maintained.

LEGAL GROUP NAME to be published in WCRL public directly unless DBA is provided below (Please print clearly):

DBA/Assumed Business Name (Name in which you conduct business, if different from above):

TYPE OF ENTITY: PROPRIETORSHIP/PARTNERSHIP CORPORATION / L.L.C.

Officer OR Proprietor's Name and Title: _____

Physical Address to be published for Group: _____

City, State, Zip: _____

Telephone Numbers:

Publish (Check one or more)

Daytime Telephone: _____

Evening Telephone: _____

Cell Phone: _____

Email: _____

Official URL: _____

Provide below information to be publicly published if a person other than proprietor or officer above will serve as the public contact person for Group:

Name: _____

Address: _____

City, State, Zip: _____

Telephone Number to Publish: _____

Email: _____

AGREEMENT: By my signature, I represent and warrant that I have read, understand, and agree to the terms and conditions set forth in the Group Licensing Agreement, and I hereby authorize World Cynosport Rally Limited permission to publicly publish information indicated above on the WCRL website and/or a website of WCRL affiliated companies as a Licensed Group.

SIGNATURE: _____ Date: _____

Print Name: _____

Title: _____

*Mail completed, signed, and dated Agreement with payment to:
World Cynosport Rally Limited or WCRL, P.O. Box 850955, Richardson, TX 75085*