



INSTITUTIONAL & COMPANY LICENSE AGREEMENT

This Agreement is made by and between ET3 Global Alliance Inc. (referred to as "ET3"), a corporation organized and existing under the laws of Colorado and having a principal place of business of at 5425 County Road 32 Unit 28 Longmont Colorado 80504, USA; and

Institution or Company Name: _____
(referred to herein as "LICENSEE")
Authorizing Officer: _____

Web link of official charter indicating authority to bind company _____
Number of open licenses excess of 5 (\$100 ea) _____
an institution or company organized and existing under the laws of _____ (country / state) and having a principal place of
business at _____

City _____ State _____ Zip _____ - _____

Mailing Address if different: _____

Tax ID # (EIN) _____ For Profit (yes or no) _____

Officer Date of birth MM/DD/YY: _____ Day Phone: _____ Home Phone: _____

e-mail Address: _____ List in public licensee database ? Yes No

Originators Name: _____ Lic# _____
(ORIGINATOR SHOULD RETAIN COPY)

WHEREAS:

- A. ET3 is the sole owner of all right, title, and interest in and to: 1) US patent number 5,950,543; 2) US and foreign patent applications; 3) know how; 4) technology assignments; 5) trade secrets; 6) common law logos trademarks and servicemarks; ETT, ET3, 'Space Travel on Earth', e-Tubes, etc.; 7) copyrights; 8) marketing and business plans; 9) et3.com, et3.org, et3.net, and other associated domain names; and 10) associated databases; all relating to the development of an Evacuated Tube Transport system ("ETT"); Altogether collectively known as "Intellectual Property" or "IP" herein, and ET3 has the right to grant the rights transferred under this Agreement;
- B. LICENSEE desires to review, use, co-develop, participate in, originator licensees, promote, market, educate others about, manufacture, make products relating to, sell, participate in projects relating to or otherwise make use of the IP;
- C. ET3 is willing to grant such non-exclusive rights upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration for the mutual covenants and promises contained in this Agreement, the parties agree as follows:

1. Definitions

- a. The term "TECHNOLOGY," as used in this Agreement, shall mean all know-how, technical data, or other information of any kind regarding the design, manufacture, operation, use, or sale of any Product or other device for use in any field and incorporating or based on United States Patent No. 5,950,543 Evacuated Tube Transport (ETT herein) or foreign counterparts of this patent, or of the applications leading to such patents, any other patents now or hereafter owned, licensed, or controlled by ET3 or based on any products sold by ET3, and any

Initials of License Applicant: _____ Date: _____
© 2014, ET3 Global Alliance Inc.

modification or improvements thereto made by ET3 or LICENSEE(s).

- b. The term "PRODUCT," as used in this Agreement, shall mean any and all intellectual property, services, or goods produced, used, and/or sold or otherwise commercialized by LICENSEE resulting from the use of any portion of the TECHNOLOGY or based on any portion of the TECHNOLOGY;
- c. The term "PROJECT," as used in this Agreement, shall mean any and all projects to produce: ETT infrastructure, parts and/or components and/or materials associated with producing ET3 infrastructure, ET3 company assets, or ET3 services or goods, resulting from the use of any portion of the TECHNOLOGY or based on any portion of the TECHNOLOGY;
- d. The term ORIGINATOR, as used in this Agreement, shall refer to a qualified LICENSEE acting to originate new license agreements, according to the rules of the et3.com handbook made available on www.et3.net.
- e. The term PARTICIPANT, as used herein, shall refer to a LICENSEE who engages in an ETT PROJECT, improves ETT TECHNOLOGY, or produces ET3 PRODUCT.

2. Grant of Technology Rights

- a. Subject to the other terms and conditions set forth herein, ET3 hereby grants to LICENSEE the non-exclusive worldwide right and license to: 1) access and utilize all TECHNOLOGY ; 2) review and bid on ETT participation products; 3) submit novel participation proposals; 4) as an independent contractor, underwrite sub-licensees, according to substantially identical terms of this Agreement, entitling royalty commissions (described herein); 5) vote on products, their priority, and bid acceptance to the extent of participation percentage; 6) receive bonus as winner of competitive license originating contests announced on contest database; 7) own stock in ET3; and 8) trade ET3 stock with other licensees on the ET3 exchange website at www.et3.net.
- b. The nonexclusive license extends automatically to all TECHNOLOGY, business plans, marketing systems, projects, know how, etc. relating to ETT, that et3.com or its successor shall acquire, develop, pool or license from others.
- c. Notwithstanding the above, or anything else to the contrary, all rights to the patents or intellectual property rights now existing or to be obtained in the future, which are based on the TECHNOLOGY or PROJECTS shall be exclusively licensed to ET3.
- d. Within thirty (30) business days after the execution date of this Agreement ET3 shall disclose to LICENSEE any and all technical information and know-how then within the knowledge or possession of ET3 which was not already disclosed to LICENSEE and which would be helpful to LICENSEE in the manufacture, use, or sale of the PROJECT or in otherwise exploiting the subject matter of this Agreement.

3. Warranties and Representations of ET3

- a. ET3 warrants and represents that to the best of its knowledge it owns or has a licensed right to the Intellectual Property; and that it is free to enter into this Agreement and that it has no knowledge of any suit, action, or claim instituted or threatened by a third party against any of these intellectual property rights.
- b. LICENSEE agrees that it will defend, indemnify and hold harmless ET3, its employees, officers and agents (the "indemnified parties") from and against any and all claims and causes of action of any nature made or lawsuits or other proceedings filed or otherwise instituted against the indemnified parties relating directly or indirectly to or arising from the manufacture and sale of any ETT system or component that they may design, construct or apply. Licensee will assume responsibility for all costs and expense related to such claims and lawsuits for which it shall indemnify the indemnified parties, including, but not limited to, the payment of all attorney's fees and costs of litigation or other defense.

Initials of License Applicant: _____ Date: _____

- c. LICENSEE will maintain any secret or proprietary nature of all patent pending ETT technologies, business plans, and materials that LICENSEE may receive from or in behalf of ET3 LICENSEE will exercise all prudent measures to protect any proprietary ETT technology from unlicensed dissemination. LICENSEE will obtain a signed official ET3 non-disclosure Agreement (available from ET3 by request) from any prospective licensee before presentation of any proprietary ETT technology. LICENSEE will make no copies whatsoever of any sales materials, or information in the ETT databases. Any purchase of ETT marketing materials must be made through et3.com or a vendor approved by ET3
- d. A project PARTICIPANT is subject to additional project participation terms as agreed to by majority of ET3 Participants engaged in the project. A Participant shall not conduct ETT related business with a non-licensee. All employees of a Participant must be ET3 Licensees if they do any work relating to an ETT project. Alternatively a licensee may hold additional open name licenses for employee use.
- e. Nothing herein shall be construed as a warranty or representation by ET3 as to the scope or validity of any patent application or a any patent or patents that may be issued or be assigned. The ETT system and TECHNOLOGY has not been built, tested or independently evaluated. Licensee shall exercise due diligence to verify the potential performance and cost of the ETT system.

4. Payments and Obligations

- a. **The license fee** is \$499.99 per institution or company (up to 5 'seats'), plus \$100 per additional 'seat' in excess of 5. Royalties or share purchase is not included in the fee. The licensing fee is not refundable. Use of licensing fees is to fund ET3 general operating expenses; Fees do not cover the cost of any hard copy materials or reports. All notices, statements, and technology updates are posted on www.et3.com web site, or sent to the licensees' e-mail address. The licensee may request hard copies from ET3 provided the added cost is paid in advance.
- b. **Royalties** are 6% of the accepted project participation bid (more or less as determined by majority vote of Participants and owners). The royalties are to be submitted with any funded participation bid. Use of royalties as follows: 50% is paid to the royalty distribution account, 5% commission is paid to the Originator of the licensee paying the royalty. Up to 5% may be used for any overhead resulting from royalty administration and audit. The 40% remaining is gross profit, 10% of the gross profit (4% of the total) is donated to the et3 foundation, a non-profit organization (see www.et3.org). The balance (after any taxes owed) is paid to the owners of et3.com according to share. The greater of actual Sales Price, or fair market value of goods or services shall be used to calculate royalties due.
- c. **The Royalty Distribution Account** is administered for the exclusive benefit of participating technology owners who have licensed technologies to ET3 used for ETT systems. Cash disbursements shall be distributed to technology participants according to relative value the technology contributes to royalty generation of the projects it is used in. Payment to the Participant to be made upon 30 days of written or e-mail request. Cash disbursement shall not be made more than once per year unless for amounts greater than \$1000. A Licensee may elect to receive project equity (if available) instead of royalty distribution, provided any applicable laws and regulations concerning such equity offering are satisfied by the Participant. Participation percentage is diluted as additional participation is accepted.
- d. A submitted PROJECT plan gains priority by vote of the Participants. PROJECTS are ranked and votes weighted according to the relative percentage of participation. If a PROJECT plan achieves majority Participant and owner approval, it is eligible for capitalization with ET3 stock issue (if available); or funding by licensees. Bidding for portions of the approved and

Initials of License Applicant: _____ Date: _____

capitalized project shall commence. PROJECTS shall start when a licensee bid is accepted by majority of the Project PARTICIPANTS and owner vote, subject to availability of funds, holdback, inspection and audit. A funded project is owned jointly by funding participants in the project according to the proportional value of their contributions. A new PARTICIPANT receives participation percentage according to the value of contributed goods or services as voted appropriate by existing PARTICIPANTS and owners.

- e. Stock representing ownership of ET3 is not publicly traded. SEC regulations prevent the transfer of non-registered stock to third parties. All outstanding shares of ET3 are private placement or compensatory shares and are restricted as such.
- f. These fees as described herein shall be due and payable for as long as LICENSEE or any associated, affiliates, or related entities shall be involved in the commercialization of PROJECTS or TECHNOLOGY or for as long as permitted by law.
- g. Project Participant covenants that it will, in good faith commit itself to a thorough vigorous, and diligent program of exploiting the TECHNOLOGY and/or PROJECTS hereof in accordance with the best business customs of the applicable industry or industries, so that full utilization of the PROJECTS will result.
- h. LICENSEE agrees that it will pay interest to ET3 on any and all amounts that are at any time overdue to ET3 at the rate of 1.5% per month, (or the maximum allowed by law if less), from the date when payments are due and payable to the date of receipt of actual payment by ET3.
- i. All monies payable hereunder shall be paid in United States Dollars at such location in the United States of America as ET3 may from time to time designate.

5. Records and Reports

- a. ET3 shall maintain an ETT technology database, a project database, a PARTICIPANT database, accounts database, and a LICENSEE database, on a server accessible by LICENSEE at www.et3.net. LICENSEE shall keep full, clear and accurate computer records with respect to project participation subject to royalty or fee under this Agreement. LICENSEE shall update their ETT database at least weekly. et3.com, or its authorized agent, shall have the right to examine and audit such records with reasonable notice during normal business hours, as reasonably required to ensure ET3's rights.
- b. In case ET3 does not accept the statements of sales performed by LICENSEE and the parties cannot reach an agreement within thirty (30) days after ET3's notification of disagreement, ET3 is authorized to have audited by a certified public accountant bound by professional secrecy the documents relevant for computing the fee. This auditor shall have the right to inspect all books and records of LICENSEE directly related to the PROJECTS it is manufacturing or offers for sale. The auditing costs shall be borne by ET3 unless the auditing proves the failure of LICENSEE to provide ET3 with correct statement of sales performed. In the latter case LICENSEE shall pay the costs of the auditing if the statement of sales is in error in excess of five percent (5%) of the amounts due to ET3. LICENSEE shall make prompt adjustment to compensate for any errors or omissions discovered by such audit. If records do go uncontested for two years, et3.com shall have no further right to contest such report, unless fraud is proven. All records shall be kept in English; in a secure, mainstream computer format.

6. Patent Prosecution and Third-Party Infringement

- a. ET3, at its own expense, may prosecute any domestic or foreign patent application that may relate to ETT or be assigned to et3.com, and any continuations, divisions, continuations in part, substitutes, and reissues, of such patent application or any patent thereon, at its own expense, until all applicable patents issue or any patent application finally becomes abandoned. ET3 shall also pay any maintenance fees which are due on any patent that may

Initials of License Applicant: _____ Date: _____

issue. If for any reason et3.com shall intend to abandon any patent, it shall notify LICENSEES at least two months in advance of abandonment so LICENSEES may have opportunity to prosecute the patent, in such case et3.com shall cooperate to any degree required, at LICENSEE'S expense. If LICENSEE acts and is successful all reasonable prosecution expenses shall be deducted from any royalties due.

- b. Should ET3 or LICENSEE become aware of any infringement or alleged infringement of any patents covering any portion of the TECHNOLOGY, that party shall immediately notify the other party in writing of the name and address of alleged infringer, the alleged acts of infringement, and any available evidence of infringement. ET3 and LICENSEE agree to work jointly (on a best effort basis) to prevent any infringement. ET3 shall bear the expense of any action and shall be entitled to all recovery. If ET3 does not act, one or more LICENSEES may take action. If LICENSEE(S) take action the cost shall be borne by LICENSEE(S) and recovery shall be split among LICENSEE(S) according to their involvement in the recovery, subject to any owed royalties.
- c. If, at any time during the term of this Agreement, ET3 or LICENSEE shall be unable to uphold the validity of any LETTERS PATENTS or other intellectual property rights against any alleged infringer, LICENSEE shall not have a damage claim or a claim for refund or reimbursement against ET3.

7. Term and Termination

- a. With respect to the rights granted herein, this Agreement shall commence upon the executing hereof and, shall extend in perpetuity to both parties or their successors unless terminated sooner for any reason under the terms of this Agreement, or until superseded by an Agreement amenable to both parties.
- b. This Agreement may be terminated for:
 - i) **Default:** If a LICENSEE fails to make payment on or before the date due under this Agreement, or if LICENSEE makes any other default under or breach of this Agreement, et3.com shall have right to terminate the Agreement upon three months written notice of intent to terminate, specifying such failure, breach or default to LICENSEE. If LICENSEE fails to make payment or otherwise cure the breach, et3.com may send written notice of termination, and this Agreement shall terminate one month from said notice date.
 - ii) **Bankruptcy,** receivership, or assignment for the benefit of creditors of LICENSEE shall result in the immediate termination of this Agreement, without prejudice to any rights et3.com may have.
- c. Subsequent to the termination of this Agreement, LICENSEE agrees that it will not engage in the use, sale, or other commercialization of the TECHNOLOGY and that it will not manufacture the PROJECTS or PRODUCTS. Notwithstanding the foregoing, LICENSEE may, for up to ninety (90) days after the effective date of such termination, sell all PRODUCTS or PROJECTS which may be in inventory and not sold; provided, however, LICENSEE provides any reports and payments required by Section 5 of this Agreement.
- d. If this Agreement is thus terminated, all non-disclosure clauses, and assignments, remain in effect unless release is made by ET3 in writing.
- e. Upon termination of this Agreement, for any reason, nothing herein shall be construed to release either party of any obligation which matured prior to the effective date of such termination or which may continue beyond such termination, and any unpaid payments under this Agreement shall become immediately due and payable to ET3.

8. Taxes, Governmental Approvals and Liability

- a. LICENSEE shall be solely responsible for the payment and discharge of any taxes, duties, or withholdings relating to any transaction of LICENSEE in connection with the manufacture,

Initials of License Applicant: _____ Date: _____

use, sale, lease, or other commercialization of the TECHNOLOGY or the PROJECTS, if done by LICENSEE. ET3 is solely responsible for any and all taxes, fees, etc. levied by the authorities because of being the inventor of the patented TECHNOLOGY, because of the receipt of any and all payment by third parties to ET3 because of the licensed TECHNOLOGY including but not limited to the fees payable under this Agreement.

- b. LICENSEE shall, at its own expense, be responsible for applying for and obtaining any approvals, authorizations, or validations relative to this Agreement under the appropriate national laws or otherwise, including authorization for the remittances hereunder from the appropriate governmental authorities.
- c. LICENSEE shall be responsible for all PRODUCT liability and PRODUCT warranty for any PRODUCTS manufactured by or for LICENSEE under this Agreement and shall insure this risk accordingly. LICENSEE further indemnifies ET3 for any and all claims brought against ET3 of which the cause of action was set by any act of LICENSEE related to any PRODUCTS covered by this Agreement.

9. Independence of the Parties

This Agreement shall not constitute the designation of either party as the representative or agent of the other, nor shall either party by this Agreement have the right or authority to make any promise, guarantee, warranty, or representation, or to assume, create, or incur any liability or other obligation of any kind, express or implied, against or in the name of, or on behalf of, the other, except as described herein.

10. Assignment and Licensing

- a. ET3 shall not have the right to assign or otherwise transfer this Agreement and the rights herein, including rights acquired by ET3 herein, to receive payments, to any third party, without the prior written consent of LICENSEE which consent shall not be unreasonably withheld. Such assignment or transfer shall not be deemed effective unless such assignee or transferee has agreed in writing to be bound by the terms and provisions of this Agreement.
- b. Any improvement that LICENSEE shall make to ETT technologies before, during or after the term of this Agreement shall be licensed to ET3 for \$1, plus any previously agreed upon participation percentage value disclosed herein. This shall include without limitation, patent applications, patents, computer software, copyrights, know-how or licenses acquired, that relate to ETT participation. The license shall be exclusive with respect to ETT usage of the IP; the licensee shall retain all rights to any non-ETT uses of the intellectual property that they develop.
- c. Subject to training requirements, LICENSEE shall have the right to ORIGINATE license agreements with other entities in exchange for a 5% commission payable on any royalties paid on the license agreements originated. When acting as an ORIGINATOR, LICENSEE shall, provide a License Agreement properly executed by the license applicant, and specifically naming the ORIGINATOR. If an ORIGINATOR shall terminate as a LICENSEE for any reason without a named successor, any commission payments on royalties generated by any license they originated shall be paid to the LICENSEE who originated the license of the terminating ORIGINATOR. The originating LICENSEE has no power to limit or restrict a license they originate with additional license terms. An organization may hold multiple licenses in open name for employees and/or subsidiaries and/or related entities. The 5% royalty commission paid on open name licenses is paid to the ORIGINATOR of the entity holding the open name license generating the royalty. ORIGINATOR subject to training requirements and additional terms.
- d. LICENSEE may file for additional patents or intellectual property rights on behalf of ET3 and in ET3's name at its own expense in any country it so desires.

Initials of License Applicant: _____ Date: _____

11. Notices

- a. All legal notices, demands, and other communications under this Agreement shall be in written English, and shall be sent by first class certified mail, return receipt requested, postage prepaid, to the concerned party at the address listed on this application. Any notice shall be considered made on the day deposited in the mail. General notices to all licensees are to be posted on the website accessible through <http://www.et3.com>. Payments, statements, and other communications may be sent by regular mail, or electronic means to the following destinations:

For ET3:

All notices shall be posted on the <http://www.et3.net> website. The physical address for legal notice is: 5425 County Road 32 Unit 28, Longmont CO USA 80504; Telephone: (720) 383-7433; E-Mail: et3@et3.com

For LICENSEE:

All notices are delivered to the account of the licensee on the <http://www.et3.net> website. At the e-mail (or mailing) address herein, or phone number (licensee will pay mailing fees if e-mail address and/or phone number is not provided).

The parties hereto may give written notice of change of address, and, after such notice has been received, any notice of request shall thereafter be given to such party at the changed address.

- b. In the future, electronic notice, signature, and receipt confirmation methods may advance to the point of satisfying legal notification requirements at lower cost than first class certified mail. If new notification standards are adopted, licensee shall conform. If licensee fails to conform, licensee must pay, the cost of certified mail notification, and any time value attributed to postal delays.

12. Jurisdiction; Governing Law

- a. In the event of any dispute, controversy or claim between the parties arising out of or in connection with this Agreement (or related or subsequent agreements or amendments thereto), in particular (but not limited) as to its conclusion, existence, validity, interpretation, performance or non-performance, breach, termination, the assessment of damages including claims in tort, whether arising before or after the termination of the Agreement, the parties shall make a good faith effort to negotiate a settlement. If not settled, the dispute shall be referred to and finally determined by three arbitrators appointed in accordance with the rules of arbitration of the American Arbitration Association in New York, New York. The arbitrator's award shall be non-appealable and enforceable in any court of competent jurisdiction. The arbitral proceeding shall be conducted in the English language.
- b. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, except that the Federal Laws of the United States of America shall apply to questions regarding the validity or infringement or enforceability of United States Federal Patent and Trademark rights relating in any way to this Agreement or the subject matter of this Agreement.
- c. Any action related to this Agreement shall be brought in Weld County, Colorado or in any such other state and/or jurisdiction as ET3 shall transfer said action.

13. Attorney Fees

In the event there is a default under this Agreement and it becomes necessary for any party to employ the services of an attorney, either to enforce or terminate this Agreement, with or without arbitration, the losing party or parties to the controversy arising out of the default shall pay to the successful party or parties reasonable attorneys fees and, in addition, such costs and expenses as are incurred in enforcing or in terminating this Agreement.

Initials of License Applicant: _____ Date: _____
© 2014, ET3 Global Alliance Inc.

14. Identification of TECHNOLOGY and PRODUCTS

- a. LICENSEE agrees to mark the following with a patent number, (or United States or foreign patent number) in conformity with the patent laws and practice of the respective country:
 - 1) all PRODUCTS which are made, used, sold, leased, or otherwise disposed of;
 - 2) all packaging of all PRODUCTS, and: 3) all brochures, manuals, and documents describing the PRODUCTS which are to be used, sold, or distributed.
- b. Unless otherwise directed by ET3, LICENSEE shall state in a manner acceptable to ET3 and approved by ET3, in a prominent position on all materials and things specified in sub-Section 14a above, that the TECHNOLOGY is utilized and the PRODUCTS are manufactured and sold by LICENSEE under license from ET3.

15. General Provisions

- a. The parties hereto have read this Agreement and agree to be bound by all its terms. The parties further agree that this Agreement shall constitute the complete and exclusive statement of the Agreement between them and supersedes all proposals, oral or written, and all other communications between them relating to the TECHNOLOGY, PROJECTS, and PRODUCTS, including but not limited to the inventions, technology, and know-how, which are the subject matter of this Agreement.
- b. No agreement changing, modifying, amending, extending, superseding, discharging, or terminating this Agreement or any provisions hereof shall be valid unless it is in writing and is dated and signed by duly authorized representatives of the party or parties to be charged.
- c. The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- d. Failure of any of the parties hereto to enforce any of the provisions of this Agreement or any rights with respect thereto or to exercise any election provided for therein, shall in no way be considered a waiver of such provisions, rights, or election or in any way to affect the validity of this Agreement. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The failure by any of the parties hereto to enforce any of said provisions, rights, or elections shall not preclude or prejudice other provisions, rights, or elections which it may have under this Agreement. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent or waiver of, or excuse for any other, different or subsequent breach. All remedies herein conferred upon any party shall be cumulative and no one shall be exclusive of any other remedy conferred herein by law or equity.
- e. Time is of the essence in the performance of each and every obligation and covenant imposed by this Agreement.
- f. This Agreement shall be binding not only upon the parties hereto, but also upon without limitations thereto, their assignees, successors, heirs, devisees, divisions, subsidiaries, officers, directors and employees.
- g. There shall be no liability on either party on account of any loss, damage, or delay occasioned or caused by strikes, riots, fires, insurrection or the elements, embargoes, failure of carriers, acts of God or of the public enemy, compliance with any law, regulation or other governmental order, or any other causes beyond the control of either party, whether or not similar to the foregoing.
- h. Except as provided elsewhere in this Agreement, all of the legal, accounting, and other miscellaneous expenses incurred in connection with this Agreement and the performance of the various provisions of this Agreement shall be paid by the party who incurred the expense.

Initials of License Applicant: _____ Date: _____

- i. All covenants, agreements, representations, and warranties made herein in writing in connection with this transaction shall survive after the closing date.
- j. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
- k. In any action for breach of this Agreement or for any other cause of which neither party shall be liable to the other party for any indirect or consequential damages; provided, however, that this provision shall not be deemed to limit in any way LICENSEE's duty to indemnify ET3 for claims brought by third parties as set forth in Section 6 of this Agreement.
- l. Neither party shall commit any act or take any action, which frustrates or hampers the rights of the other parties under this Agreement. Each party shall act in good faith and engage in fair dealings when taking action under or relating to this Agreement.
- m. In case of any mistake in this Agreement, including any error, ambiguity, illegality, contradiction, or omission, this Agreement shall be interpreted as if such mistake were rectified in a manner which implements the intent of the parties as nearly as possible and effects substantial fairness, considering all pertinent circumstances.
- n. Upon signing this Agreement with blue ink, the parties agree that they have carefully read this Agreement and have consulted or have had opportunity to consult counsel.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of

Date: _____; **Applicant Signature:** _____

Electronic signature verified with bank card payment of license fee that appears after form is filled out on www.et3.net website. Bank card account holder information must match applicant information or application may be rejected. For mail in application for license, type, or print in permanent ink; initial and date each page. Attach: relevant application(s); photocopy of legal ID with photo; and license fee (\$100 US / License).

CHECK ALL DATA; INCOMPLETE OR UNVERIFIABLE APPLICATIONS MAY BE REJECTED WITHOUT NOTICE

Accepted by: ET3 on the date the grant of License is posted to the et3.net website.

Initials of License Applicant: _____ **Date:** _____