

AGREEMENT

This agreement is made by and between:

H.R.A. Sports Vision, Inc., having its principal place of business at 13901 Blair Stone Lane, Silver Spring, Maryland 20906 (hereinafter "HRA"); and

_____ (hereinafter "Licensee").

WHEREAS, HRA has developed a proprietary program for teaching sports vision skills and for testing and training those skills (hereinafter the "Program");

WHEREAS, Licensee is desirous of learning how to administer the Program for purposes of conducting seminars, lectures, trainings sessions, and the like, related to sports vision;

NOW THEREFORE, in consideration of the premises, and the mutual promises and undertakings of the parties hereto, it is agreed by the parties as follows:

1. HRA agrees to disclose to Licensee proprietary methods of HRA relating to administering the program. Disclosure shall be made by HRA directly to Licensee in a single training session not to exceed eight (8) hours and shall include delivery to Licensee of proprietary written materials of HRA which relate to the Program and which are deemed appropriate by HRA for use by Licensee.
2. Licensee shall receive disclosure of the Program in confidence and shall not disclose any part or all of the Program to any third party without prior written approval of HRA. All proprietary written materials of HRA delivered to Licensee as part of the disclosure shall be maintained in a safe place and not shown to any third party without prior written approval of HRA. Licensee agrees not to make copies of any part or all of the aforesaid proprietary written materials.
3. In return for disclosure of the Program to Licensee, and for the training of Licensee by HRA, Licensee shall pay to HRA the sum of _____ upon execution of this Agreement.
4. Licensee expressly acknowledges the value of the Program and its proven success in testing and training individuals in sports vision skills. Licensee likewise expressly acknowledges the importance of the proper design and operation of certain devices used in the Program including, but not limited to, a proprietary device known as the Juggle Stick. Accordingly, in order to assure the effectiveness and high quality of the distributor authorized by HRA, all testing, training and teaching devices and products employed in administering the Program, including devices and products, such as the Juggle Stick, which are sold, loaned or otherwise distributed to trainees by Licensee. The prices are charged by HRA or said authorized distributor for such devices distributed as part of such seminar, lectures, training session, etc., that "The HRA Methods of Sports Vision Training" is being employed at that seminar, lecture or session.
5. Licensee agrees that all products i.e., BAT RAC, Juggle Sticks, etc. shall be purchased directly from HRA unless otherwise stipulated.

6. Licensee acknowledges that high degree of quality associated with the Program and therefore agrees to use his/her best efforts to maintain that quality when administering the Program. In this regard Licensee agrees to use only those exercises and tests disclosure to Licensee by HRA when administering the Program. Disclosure to Licensee of Program exercises and test will be made at the training session and in the proprietary written materials delivered to Licensee as part of the Program. No other exercise or test shall be used by Licensee in conducting any seminar, lecture, training session, or the like, at which or for which HRA is given credit unless express written approval of that other exercise is obtained from HRA.
7. Licensee agrees that its name may be included in HRA promotional material in lists of HRA licensees and other uses of the Program.
8. Nothing herein shall give Licensee any right, title or interest in any HRA trademarks, including but not limited to "HRA Methods"; "Ratner"; "HRA"; "JUGGLE STICK" or "The HRA Method of Sports Vision Training", other than the right to give credit to HRA as set forth in paragraph 4 of this Agreement.
9. This Agreement is personal to Licensee and no right or obligations hereunder shall be transferable by Licensee unless the written approval of HRA is obtained in advance of such transfer.
10. No modification of this Agreement shall be effected unless in writing and signed by the parties hereto or by their duly authorized representatives.
11. This Agreement shall be construed and governed in accordance with the laws of the United States of America and the State of Maryland.
12. Any disputes which may arise from this Agreement will be settled in the State of Maryland, (Montgomery County).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates hereinafter set forth.

H.R.A. SPORTS VISION, INC.

By: _____
Harvey Ratner, President

Date

(Licensee)

Date