



World Institute of Scientology Enterprises Membership Agreement – COMPANY Member

This agreement is made this _____ day of _____, 20____ by and between:

WORLD INSTITUTE OF SCIENTOLOGY ENTERPRISES, a California non-profit religious corporation having an office at 6331 Hollywood Boulevard, Suite 701, Los Angeles, California 90028-6313 (hereinafter referred to as “WISE”), and

(Name) (Company Name if applicable)

(Street Address) (City, State, Postal Code and Country)

(Business Phone) (Home Phone)

(Fax) (e-mail)

(Type of Business)

(Hereinafter referred to as “MEMBER”).

RECITALS

A WISE is a nonprofit religious fellowship organization formed for the purpose of uniting all businesses and professional individuals and organizations of whatever kind that use the technology of L. Ron Hubbard (“LRH”) for administrative, business and improvement purposes, to promote and foster the religious teachings of LRH in society. This includes encouragement of adherence to the goals, tenets, doctrines, codes, Creed, policies and practices set forth in the Scientology Scriptures and other writings of LRH (“the Hubbard Writings”) in secular business activities, and protecting its members, whether individual or corporate, from unethical practices and unfair competition.

B By uniting, supporting and protecting the many businesses and corporations using LRH Administrative Technology, WISE raises the level of ethics and prosperity in the business world. WISE sets a high standard for business practice through its members who are leaders in businesses throughout the world. WISE members are dedicated to applying LRH Administrative Technology 100% standardly in their businesses, and to the protection and preservation of that administrative technology against alteration, corruption or misuse.

C WISE has been granted the right to sell products embodying certain trademarks and service marks pertaining to the religion of Scientology, SCIENTOLOGY applied religious philosophy, DIANETICS spiritual healing technology, and organizations and operations relating thereto (hereinafter referred to as the “Marks”), and has been granted the non-exclusive right to make and to publish, other than through bookstores of the religion of Scientology, compilations of and derivative works from certain copyrighted works (hereinafter collectively referred to as the “Works”), with the limited right to extend to its members in good standing the rights with respect to the Marks and the Works granted to WISE.

D MEMBER is or will be engaged in a secular enterprise, desires to apply and use the principles, methods and technology expressed in the Hubbard Writings, represents to WISE that MEMBER’s activities will be conducted in accordance with the technical and ethical principles expressed in the Hubbard Writings, and desires to become a Company Member of WISE in order to further the purposes of WISE and obtain the privileges and benefits of such membership.

NOW, THEREFORE, in consideration of the following provisions and mutual promises, and other good and valuable consideration, the parties agree as follows:

1. Recitals The recitals are hereby made a part of the Agreement and are acknowledged to be true.

2. Company Membership Company Membership in WISE is available to the owners of organizations with fewer than twenty (20) employees or less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) in annual gross income, who wish to receive information and materials regarding WISE, WISE Members, and the successful use and application of LRH Administrative Technology, and who wish to get LRH Administrative Technology into their businesses. WISE hereby recognizes MEMBER as a Company Member having the rights and privileges of such membership during the term of this Agreement, upon and subject to the terms, covenants, conditions and limitations set forth in the Agreement.

3. Benefits and Services of Company Membership. The following services and benefits shall be available to MEMBER as long as MEMBER remains a Company Member in good standing and abides by the terms of this Agreement:

a. WISE Directory. MEMBER shall be listed in the WISE Directory.

b. Publications. WISE will provide MEMBER with one copy of each future issue of PROSPERITY Magazine.

c. Newsletter. WISE will provide MEMBER with one copy of each issue of WISE WINS, the monthly newsletter of WISE.

d. Membership Cards. MEMBER and three (3) of MEMBER's staff executives designated by MEMBER shall receive membership cards identifying MEMBER's status and benefits.

e. Discounts. MEMBER shall have the right to attend and may be eligible to receive discounts for "Members Only" seminars, briefings and conventions. MEMBER may also be eligible for discounts for training delivered at the Hubbard College of Administration and for materials or packs purchased from WISE.

f. Effective Management Center™ Seminars and Training. MEMBER shall have the right to attend 12 Effective Management Center seminars, annually, free of charge. MEMBER may be eligible for discounts for training delivered by any Effective Management Center's Academy and for materials or packs purchased from WISE.

g. Charter Committees Ethics and Justice Handlings. MEMBER shall have the right, upon request and upon payment of charges at established rates, to receive the services of WISE Charter Committees for ethics and justice handlings to resolve business disputes and grievances MEMBER may have with third persons, in accordance with LRH Ethics and Justice policies.

Charter Committees, composed of Charter Members, are granted the authority to administer to the membership through specified territories. Members of Charter Committees must have proven excellent ethics records as verified by WISE Int.

Charter Committees handle and service members regarding disputes and ethics handlings. All requests for assistance are to be sent to the local Charter Committee with copies to WISE Cont and WISE Int.

All justice and ethics handlings of business disputes shall be handled exclusively on WISE lines (not on Church of Scientology lines) and are final and binding, subject only to review by the WISE Int Chaplain, if so

requested, which is the only recourse available to members. MEMBER agrees to follow the exact lines and procedures as covered in the "CHARTER COMMITTEE, PROCEDURES & RULES" booklet. This booklet is the operating policy for all members who must understand and familiarize themselves with the procedures and rules as stated therein.

h. Issue Authority. MEMBER shall have the right to use the Works internally in MEMBER's business, and, with the written approval of WISE ("Issue Authority"), in advertising and promotional materials relating to MEMBER's business, that are distributed (but not for sale) to the public. MEMBER shall not distribute, publish or in any way release any item of material using the Marks or the Works, or any of them, until after Issue Authority has been obtained from WISE, nor shall MEMBER produce any product for sale using either the Marks or the Works unless MEMBER has entered into a separate license agreement with WISE for that purpose. MEMBER shall have the right to Issue Authority Service from WISE for two (2) submissions at no charge every six (6) months and at the rate of One Hundred Dollars (\$100.00) per hour for additional submissions.

i. Policy Letters. WISE will provide MEMBER, without charge, one (1) copy of each new HCO Policy Letter issued for distribution to WISE Members.

j. Courses for Employees. MEMBER may deliver four (4) LRH Administrative Technology courses, authorized by WISE, to MEMBER's employees, without charge. MEMBER shall ensure that each employee has his or her own course pack for each course enrolled upon by employee.

k. Dissemination Game. MEMBER shall be entitled to participate with other members in dissemination competitions organized by WISE to forward the purposes of WISE and the Scientology religion by referring clients to Church organizations for training and services.

4. Use of the Term "WISE", the WISE Logo and the WISE Lioness and Cubs Symbol. The term "WISE", the WISE Logo and the WISE Lioness and Cubs Symbol which logo and symbol are shown in the attached exhibit identified as Exhibit A, may be used by members of WISE to indicate that they are members of WISE. It is specifically agreed that:

a. MEMBER may use the term "WISE", the WISE Logo, and the WISE Lioness and Cubs Symbol, to identify WISE and to indicate MEMBER's membership in WISE for as long as MEMBER remains a member in good standing in WISE;

b. MEMBER may not use the term "WISE" in any corporate name, trade name or other business name, or as a trademark, service mark or other designation for any product or service of MEMBER or in any other way that is not expressly authorized by WISE;

c. MEMBER shall follow all rules and guidelines established by WISE regarding the use and display of the term WISE, the WISE Logo and the WISE Lioness and Cubs Symbol.

5. Membership Fee. MEMBER shall pay to WISE an annual membership fee of One Thousand Five Hundred Dollars (\$1,500.00) payable within the thirty days before the beginning of each new year of this Agreement. MEMBER understands and agrees that the membership fee may be changed by WISE from time to time, and that any change in the fee will become effective as to MEMBER for the next year of this Agreement following written notice to MEMBER of the change.

6. Special Obligations of Membership. MEMBER expressly acknowledges that the primary purpose of WISE is to unite businesses and

individuals that use the administrative technology of LRH for business and improvement purposes without interference with the organizations of the Scientology religion, to promote and foster the teachings of LRH in society, and to protect those teachings from alteration, corruption or misuse. MEMBER therefore agrees that:

a. MEMBER shall conduct MEMBER's activities as a WISE member at all times and in every respect in accordance with the high ethical standards set forth in the Hubbard Writings, including (but not limited to) the book INTRODUCTION TO SCIENTOLOGY ETHICS.

b. MEMBER shall use MEMBER's best efforts and due diligence to cause and promote the introduction in the secular world of the technical and ethical standards set forth in the Hubbard Writings, including (but not limited to) the book INTRODUCTION TO SCIENTOLOGY ETHICS.

c. During his lifetime, LRH used his name, initials and parts thereof as trademarks, and retained and reserved for himself, his heirs and successors the right of an individual to continue using his name, initials and parts thereof in reference to himself and his works. MEMBER shall have no right to apply LRH's name, initials or parts thereof to any product or material as an indication of source, authorship or sponsorship without prior written approval from WISE.

d. Membership in WISE, by itself, does not grant to MEMBER the right to deliver any courses, consultation or training to employees or clients based upon LRH Administrative Technology, except as may be expressly authorized in this or a separate agreement, or to publish any work containing copyrighted materials of LRH or his successors, or to use any of the service marks or trademarks applicable to LRH Administrative Technology or to the religion of Scientology. MEMBER shall obtain permission from WISE ("Issue Authority") before making any external use of any trademarks, service marks, or copyrighted materials of WISE or of the religion of Scientology or LRH, and shall not use any of the trademarks or service marks of the religion of Scientology or WISE in any trade name, business name or corporate name.

e. MEMBER shall not use Scientology Church lines, organizations or personnel for personal profit or in such a way as to cause disruption in any Church organization. Specifically:

- (1) MEMBER shall not use Scientology lines to block flow of public up THE BRIDGE.
- (2) MEMBER shall not engage in obstruction of Scientology Church operations or interference with Church contractual and other obligations to the detriment of Church expansion or activities.
- (3) MEMBER shall not use Scientology Church communication lines to build up a private practice which reroutes Church students, public, or staff off Church lines.
- (4) MEMBER shall not solicit the employment of Scientology Church staff members in MEMBER's business or promote such employment to Church staff, and shall not employ Scientology Church staff members to the detriment of the production or establishment of the Church.
- (5) MEMBER shall not locate or conduct any business on Scientology Church premises or use Scientology Church facilities in MEMBER's business activities for any reason.
- (6) MEMBER shall not obtain or use the mailing lists of Scientology or Dianetics organizations.

f. MEMBER shall not attribute or represent MEMBER or others as the source of Scientology or Dianetics technology, nor falsely attribute non-LRH material to LRH, nor falsely represent non-LRH material as authorized Scientology or Dianetics technology.

g. MEMBER shall not engage in any action or activity inimical to the interests of the religion of Scientology, the organizations established for the purposes thereof (including but not limited to WISE) or the duly constituted authorities of the Church of Scientology; and MEMBER shall forthwith cease and desist from any action or activity deemed by WISE to be inimical to such interests, upon receiving notice from WISE to do so.

h. MEMBER shall report on any knowledge of unethical business practices to MEMBER's area Charter Committee. Copies of such reports are to be sent to WISE.

i. MEMBER shall use WISE Charter Committees exclusively for the resolution of business disputes and grievances MEMBER has with WISE members and with non-Members who request dispute resolution to be done by the WISE Charter Committee, in accordance with LRH Ethics and Justice policies. MEMBER shall not initiate any civil lawsuit against a WISE member in connection with such a business dispute.

7. Indemnity and Disclaimer MEMBER acknowledges MEMBER's full responsibility for MEMBER's activities related to this Agreement, and covenants that neither MEMBER or any of MEMBER's agents or employees will make any claim against WISE, any organization of the religion of Scientology, or the successor of LRH, arising out of or in any way related to this Agreement. MEMBER shall indemnify WISE and the successors of LRH, and all of their agents, employees, representatives, successors, assigns and affiliates (hereinafter referred to as "Indemnitees"), and hold them harmless from and against all costs, liabilities, claims and actions of any kind, including attorneys' fees and expenses, which may arise from or relate to any activity of MEMBER under or arising out of this Agreement. All such claims and actions shall be defended at the expense of MEMBER through legal counsel acceptable to WISE. Within five (5) days after any Indemnitee notifies MEMBER of any claim subject to indemnification hereunder, MEMBER shall engage counsel acceptable to WISE to defend Indemnitee. If, after such five (5) day period, MEMBER has not engaged counsel acceptable to WISE, Indemnitee shall have the right to engage such counsel and MEMBER shall pay all fees and expenses of such counsel in accordance with this paragraph.

8. Term and Termination

a. The first term of the Agreement shall extend from the date in the introductory paragraph hereof until one (1) year from that date and this Agreement shall be renewed automatically at the expiration of the first term for an additional one (1) year term, and thereafter for successive one (1) year terms, subject to payment by MEMBER of MEMBER's annual membership fee, unless one of the parties gives written notice of non-renewal during the thirty (30) day period preceding the end of any term or unless sooner terminated in a manner provided herein.

b. This Agreement is personal to MEMBER, and shall terminate automatically if MEMBER dissolves, dies or attempts to transfer or assign MEMBER's rights under this Agreement, and is subject to termination and shall terminate upon notice by WISE at the election of WISE if MEMBER ever becomes bankrupt or insolvent.

c. This Agreement shall terminate automatically if MEMBER ever becomes controlled, directly or indirectly, by entity or entities that are hostile to WISE or to the religion of Scientology or to LRH or his works.

d. WISE or its Licensors may terminate this Agreement for a material breach by MEMBER of any obligation under this Agreement, by giving MEMBER thirty (30) days written notice of the breach, specifying in the notice the nature of the breach, and stating the intent to terminate at the end of the thirty (30) day period unless the breach has been corrected in

the meantime. In the event that the breach has not been substantially corrected to the satisfaction of WISE at the end of the thirty (30) day period, WISE may declare the Agreement to have been terminated as of such date without further notice.

9. Lack of Agency Neither party shall be deemed the agent, joint venturer, or partner of the other, or of the other's representatives, successors, heirs or assigns, or for the successors of LRH, and neither shall have any authority to act on behalf of the other, or for the successors of LRH.

10. Resolution of Disputes Between WISE and MEMBER WISE and MEMBER agree that any controversy or dispute which arises out of or relates to this agreement except paragraphs 8b and c, including, without limitation, the adequacy or performance by MEMBER and of any demands made by WISE, which cannot be settled by informal means or through the aid of a third party arbitrator mutually acceptable to the parties, shall be settled through arbitration held in Los Angeles or such other location as WISE may choose. If the parties are unable to settle the matter through informal means, then either party may demand arbitration by serving upon the other party a written demand for arbitration containing the name of an arbitrator to participate in the proceedings. Within ten (10) days after receipt of such notice, the party upon whom the demand was served shall select an arbitrator. The two arbitrators shall select a third arbitrator. The decision in writing of the arbitrator or a majority of the arbitrators appointed by the parties shall be final and conclusive as to all the parties to the dispute. Should any party fail or refuse to appear or participate in an arbitration proceeding, the arbitrator or arbitrators appointed may decide the dispute on the evidence presented in the arbitration proceeding by the other party or parties to this dispute. The arbitrator or arbitrators shall have the power to award to any party or parties to the dispute any sums for costs, expenses, and attorney's fees that the arbitrator or arbitrators may deem proper. Judgement may be entered on the award in any court of competent jurisdiction. Arbitration shall not be required with respect to any matter in connection with which injunction relief or specific performance is sought by all or any of the parties hereto.

Each arbitrator shall be a member in good standing under the Scientology Scriptures, a minister of the Religion of Scientology, a member of the Sea Org, and well versed in the Scientology Scriptures, in particular those Scientology Scriptures pertaining to Scientology Ethics and Justice.

11. Nonwaiver of Rights Failure of either party to enforce any of the provisions of this Agreement or any rights with respect thereto or failure to exercise any election provided for herein shall in no way be considered to be a waiver of such provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of said provisions, rights or elections shall not preclude or prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement.

12. Severability Each and every provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision or provisions of this Agreement be, for any reason, unenforceable, the balance shall nonetheless be of full force and effect.

13. Governing Law This Agreement shall be construed in accordance with the laws of the State of California.

14. Entire and Sole Agreement This Agreement constitutes the entire agreement between the parties and cancels and supersedes all prior agreements (subject only to the performance by MEMBER of any remaining obligations that exist under such agreements), representations,

warranties, statements, promises and understandings, whether written or oral, with respect to the subject matter hereof. Neither party hereto shall be bound by or charged with any oral agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

WORLD INSTITUTE OF SCIENTOLOGY ENTERPRISES

(BY)

(BY)

(MEMBER)

EXHIBIT A

WISE LOGO

WISE

LIONESS & CUBS SYMBOL



**THIS WISE MEMBERSHIP AGREEMENT
IS A VALUABLE DOCUMENT.**

Keep it in a safe place.