



Transforming Debt Into Wealth® Licensed Professional Licensing Agreement

This License Agreement, hereafter referred to as “Agreement”, is made effective as of the date signed below by and between Centricity, Inc. (LICENSOR), of 601 S. Michigan Street; Prairie du Chien, WI 53821 and:

Note: ALL FIELDS REQUIRED.

Name (Please print legibly)

Street Address 1

Street Address 2

City

State

Zip

E-mail address @

Daytime Phone (with area code)

In the Agreement, the party who is granting the right to use the licensed property will be referred to as “LICENSOR” and the party who is receiving the right to use the licensed property will be referred to as “LICENSEE”.

The parties agree as follows:

1. GRANT OF LICENSE. LICENSOR owns the exclusive rights to the Transforming Debt Into Wealth® LICENSEE Process (Consultation) and John Cummuta’s Transforming Debt Into Wealth® and Transforming Debt Into Blessing™ Seminars – heretofore referred to as the Transforming Debt Into Wealth Professional License (TDIW Pro License). In accordance with this Agreement, LICENSOR grants LICENSEE a non-exclusive license to use the TDIW Pro License upon acceptance by LICENSOR according to Paragraph 14 for a one (1) year period as of the date of this agreement as signed below. This agreement will renew automatically for one year except in the event of non-payment or violation of the terms of this “Agreement”. LICENSEE understands that LICENSOR retains title and ownership of all licensed proprietary information.
2. PAYMENT OF LICENSING FEE. LICENSEE will pay to LICENSOR a licensing fee for the non-exclusive right to utilize LICENSOR’S proprietary information as outlined herein the sole purpose of which is for the LICENSEE to have the non-exclusive right to sell Transforming Debt Into Wealth® and related products as outlined in this agreement. This fee entitles LICENSEE to no other right and no other right can be assumed to be extended to LICENSEE by LICENSOR.
 - a. One initial payment of two hundred ninety-five dollars (\$295)

b. Seventy-five dollars (\$75) each month thereafter for the life of this agreement. LICENSEE understands that the date of each payment shall be determined by the date the offices of LICENSOR receive and process the initial payment.

3. PAYMENT TO LICENSEE. Earnings to LICENSEE shall be understood as follows:

- a. *Seminars*: LICENSEE understands remuneration under the terms of this agreement shall be rendered at the point in which Seminar Leader “sells” LICENSOR products. LICENSEE further understands that LICENSOR will NOT pay LICENSEE directly and that any and all remuneration is dependant upon LICENSEE’s successful sale of LICENSOR’s products under the terms of this Licensing Agreement. Terms of Payment to LICENSEE is understood to be the difference between the wholesale price paid for said products and the sale price (Retail Price) LICENSEE receives for same. Terms of “wholesale” pricing are outlined in the “TDIW Professional Price List” as published at the time of this agreement. Seminar Leader understands that these prices may be changed at the discretion of LICENSOR under the terms of this Agreement. LICENSEE understands that these prices may be changed at the discretion of LICENSOR under the terms of this Agreement. LICENSEE agrees to any/all modifications to pricing and LICENSOR agrees to provide LICENSEE 30 days notice to said modification.
 - b. *Consultations*: LICENSEE understands remuneration under the terms of this agreement shall be rendered at the point in which LICENSEE “sells” consultations. LICENSEE agrees to provide each customer/client who receives a Consultation a copy of LICENSOR’s *Debt-FREE & Prosperous Living*[®] Basic Course, *Transforming Debt Into Wealth*[®] educational material, or other pre-approved equivalent product, which the LICENSEE agrees to purchase directly from LICENSOR at the “current” wholesale price.
 - c. *Products*: LICENSEE understands remuneration under the terms of this agreement shall be rendered at the point in which LICENSEE “sells” products, or services as provided by LICENSOR or its affiliates. The “current” wholesale price list may be provided by LICENSOR at the LICENSEE’s request. LICENSEE understands that these prices may be changed at the discretion of LICENSOR under the terms of this Agreement. LICENSEE agrees to any/all modifications to pricing and LICENSOR agrees to provide LICENSEE 30 days notice to said modification.
 - d. *Commissions*: LICENSOR shall pay LICENSEE commissions as outlined in Schedule B of this agreement. LICENSOR reserves the right to modify Schedule B at any time and shall provide LICENSEE 30 days advance notice to any such modification and LICENSEE agrees to be bound by any such modifications.
4. MODIFICATIONS. LICENSEE may not modify, change, re-publish, or re-produce the “Seminars” or “Consultations” in any manner on the Internet, on any computer, CD-ROM, or any other media without the prior expressed written consent and approval of LICENSOR.
5. NON-COMPETE COVENANT. As part of the consideration for issuing the license during the term of this Agreement, and for a period of two (2) years after the termination of the Agreement, LICENSEE will not directly or indirectly engage in any business that competes with LICENSOR. This covenant shall include, but not be limited, to the geographical area of the United States of America.
6. NON-SOLICITATION COVENANT. That as part of the consideration for issuing the license during the term of this Agreement, and for a period of two (2) years after the termination of Agreement, LICENSEE will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products and/or services as are now provided to, any customer or client of LICENSOR. Further, for

a period of two (2) years after the effective date of this Agreement, LICENSEE will not directly or indirectly solicit, induce, or attempt to induce any employee of LICENSOR, or one of its affiliates, to terminate his or her employment with LICENSOR or one of its affiliates.

7. CONFIDENTIALITY AGREEMENT

- a. CONFIDENTIAL INFORMATION. The term “Confidential Information” means any information or material which is proprietary to LICENSOR, whether or not owned or developed by LICENSOR, which is not generally known other than by LICENSOR, and which LICENSEE may obtain through any direct or indirect contact with LICENSOR.
- i. Confidential Information includes without limitation:
- Business records and plans
 - Trade secrets
 - Technical information
 - Products
 - Product design information
 - Pricing structure
 - Discounts
 - Costs
 - Computer programs and listings
 - Copyrights and other intellectual property
 - Marketing Strategies
 - And other proprietary information
- b. PROTECTION OF CONFIDENTIAL INFORMATION. LICENSEE understands and acknowledges that the Confidential Information has been developed or obtained by LICENSOR by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of LICENSOR, which provides LICENSOR with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, LICENSEE agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of LICENSOR. In addition, LICENSEE agrees that:
- c. NO COPYING/MODIFYING. LICENSEE will not copy or modify any Confidential Information without the prior written consent of LICENSOR.
- d. APPLICATION TO EMPLOYEES. Further, LICENSEE shall not disclose any Confidential Information to any employees of LICENSEE, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of LICENSOR.
- e. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that LICENSEE has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, LICENSOR shall be entitled to an injunction to restrain LICENSEE from disclosing, in whole or in part, the Confidential Information. LICENSOR shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

- f. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of LICENSOR, LICENSEE shall return to LICENSOR all written materials containing the Confidential Information. LICENSEE shall also deliver to LICENSOR written statements signed by LICENSEE certifying that all materials have been returned within five (5) days of receipt of the request.
 - g. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.
 - h. NO WARRANTY. LICENSEE acknowledges and agrees that the Confidential Information is provided on an AS IS basis. LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. LICENSOR does not represent or warrant that any product or business plans disclosed to LICENSEE will be marketed or carried out as disclosed, or at all. Any actions taken by LICENSEE in response to the disclosure of the Confidential Information shall be solely at the risk of LICENSEE.
 - i. LIMITED LICENSE TO USE. LICENSEE shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. LICENSEE acknowledges that, as between LICENSOR and LICENSEE, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of LICENSOR, even if suggestions, comments, and/or ideas made by LICENSEE are incorporated into the Confidential Information or related materials during the period of this Agreement.
8. DEFAULTS. If LICENSEE fails to abide by the obligations of this Agreement, LICENSOR shall have the option to cancel this Agreement by providing 30 days written notice to LICENSEE. LICENSEE shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.
9. ARBITRATION. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.
10. INJUNCTION. It is agreed that if LICENSEE violates the terms of this Agreement, irreparable harm will occur, and monetary damages will be insufficient to compensate LICENSOR. Therefore, LICENSOR will be entitled to seek injunctive relief (i.e., a court order that requires LICENSEE to comply with this Agreement) to enforce the terms of this Agreement.
11. WARRANTIES. Neither party makes any warranties with respect to the use, sale or other transfer of the Seminars, Consultations, or product sales by the other party or by any third party, and LICENSEE accepts the product "AS IS." In no event will LICENSOR be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Seminars, Consultations, or product sales.

12. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.
13. ADDITIONAL LICENSE. This agreement extends LICENSEE one concurrent license in which LICENSEE may choose to allow one additional individual the right to the use of the rights of this agreement. This concurrent license may only be extended to one individual, and is limited to either a spouse or business partner or employee. In the event the license is being extended to a business partner, this TDIW Professional Licensing Agreement must be entered into by a business (corporation, sole proprietorship, etc) and corporate or business documentation must be provided by LICENSEE demonstrating the names of the two individuals to which this agreement is extended.

Should LICENSEE exercise its right to the additional license, both individuals must pass the TDIW Professional Certification Test.

14. TERMINATION. This Agreement may be terminated by either party by providing 30 days written notice to the other party.

If LICENSEE terminates this agreement within 30 days of the origination of this agreement, and they return all material in resalable condition, a refund for the material will be provided (\$295). If however the Licensee terminates beyond the initial 30 days, no refund of any kind shall be provided.

Upon termination of this agreement, for any reason, LICENSEE shall no longer be able to conduct any of the services outlined in this agreement. Furthermore, LICENSEE acknowledges that LICENSOR is the exclusive owner of all of the proprietary and intellectual property provided to LICENSEE by LICENSOR, and LICENSEE shall immediately refrain from using any such property in any way.

15. ACCEPTANCE. LICENSOR accepts this agreement upon receipt of payment and receipt of this document signed by LICENSEE as of the date of arrival of the aforementioned by the LICENSOR corporate offices located at:

Centricity, Inc.
601 S. Michigan Street
Prairie du Chien, WI 53821

LICENSEE understands that his/her receipt of all licensed materials constitutes the "Acceptance" of this agreement by LICENSOR. LICENSEE understands that LICENSOR reserves the right to deny this agreement for any reason. Should LICENSOR deny the agreement, LICENSOR will contact LICENSEE, in writing, at the address provided by LICENSEE above within 30 days from the receipt of agreement. Furthermore, should LICENSOR deny this agreement, any and all payments will be returned to LICENSEE with said written denial.

16. COMMUNICATION. LICENSEE understands that LICENSOR shall, from time to time, issue announcements, important information, and other forms or communication via email, fax, etc., using CRM software applications to the contact information provided by LICENSEE per this agreement. LICENSEE shall notify LICENSOR should said contact information be changed or modified. LICENSEE agrees to the receipt of such information and understands that the method of delivery of such communication shall be at the sole discretion of LICENSOR.
17. ENTIRE AGREEMENT. This Agreement contains entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18. AMENDMENT. LICENSOR reserves the right to amend or modify this Agreement at any time. In the event LICENSOR amends or modifies this agreement, LICENSOR shall provide LICENSEE 30 days advance notice. Any such amendments or modifications shall be binding, and LICENSEE shall be bound to any such amendments or modifications unless LICENSEE terminates the agreement according to the terms of this agreement.

19. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Wisconsin.

Name of LICENSEE:

Your Name (Please Print Legibly)

For Office Use Only:
Referral Code: _____

Signature

Date

_____-_____-_____
 SSN or EIN

Schedule A

TDIW Professional License Payment Plan

Per Section 2 of this Transforming Debt Into Wealth® Professional License Agreement (*PAYMENT OF LICENSING FEE*), LICENSEE agrees to satisfy the licensing fee to LICENSOR as follows:

2. PAYMENT OF LICENSING FEE. LICENSEE will pay to LICENSOR a licensing fee for the non-exclusive right to utilize LICENSOR'S proprietary information as outlined herein the sole purpose of which is for the LICENSEE to have the non-exclusive right to sell Transforming Debt Into Wealth® and related products as outlined in this agreement. This fee entitles LICENSEE to no other right and no other right can be assumed to be extended to LICENSEE by LICENSOR.
 - a. One initial payment of two hundred ninety-five dollars (\$295)
 - b. Seventy-five dollars (\$75) each month thereafter for the life of this agreement.

LICENSEE understands that the date of each payment shall be determined by the date the offices of LICENSOR receive and process the initial payment.

I PLEASE PRINT YOUR NAME HERE agree to provide the below credit card information to satisfy payment for this agreement. Please charge the below card \$295 for the initial payment and then \$75 each subsequent month throughout the term of this Transforming Debt Into Wealth Professional Licensing Agreement.

Signature

Date

Method of Payment:



Debit or Credit Card # _____

Exp. Date _____ **Signature** _____

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Schedule B

Commission Schedule

THE FOLLOWING COMMISSION PLAN WILL BE AVAILABLE BY JUNE 30, 2009

TDIW Professional License Sales: LICENSEE shall receive 10% commission on the sales of any Transforming Debt into Wealth[®] Professional Licenses that LICENSEE is directly responsible for. “Directly responsible for” being defined as a Transforming Debt into Wealth[®] Licensed Professional Licensing Agreement that has the LICENSEE’s Sales Person Commission Code (SPCC) listed on it. Any Transforming Debt into Wealth[®] Licensed Professional Licensing Agreement must have the Referring LICENSEE’s SPCC on the License Agreement when the LICENSOR receives and processes the License Agreement.

TDIW Product Sales: LICENSEE shall receive a 10% commission on the sales of LICENSOR’s published, products in two ways:

1. *Online Affiliate Program:* LICENSEE’S web site may contain a link that directs customers directly to LICENSOR’s on line product store that may result in the sale of a product published by LICENSOR. The list of published products may include, but is not limited to products found on LICENSOR’s “Product Price List.” LICENSOR’s online subscription product found on DebtFREE.com[™] is NOT included in this section of this commission schedule.
2. *Sales to other LICENSEE’s for which LICENSEE is directly responsible:* LICENSEE may refer others to become a Transforming Debt into Wealth[®] Professional (see above – TDIW Professional License Sales). In the event the LICENSEE named in this agreement refers another to become a Transforming Debt into Wealth[®] Professional (New Licensee), and the New Licensee purchases products from LICENSOR, the LICENSEE of this agreement shall earn a 10% commission on those sales.

DebtFREE.com[™] Cash-FLOW Management System[™] Sales: LICENSEE may earn a commission equal to two dollars (\$2) a month for all subscriptions to LICENSOR’s DebtFREE.com[™] Cash-FLOW Management System[™]. Commissions earned for the DebtFREE.com Cash-FLOW Management[™] System shall be paid to LICENSEE by LICENSOR according to the terms of the “DebtFREE.com Online Affiliate Agreement.” LICENSEE must agree to the terms of said agreement in order to receive commissions for the sale of said system.

Transforming Debt Into Wealth® Licensing Agreement

Policies & Procedures

Centricity, Inc.'s (LICENSOR) Policies and Procedures are established to support the Company, its Customers, and its Licensees. LICENSOR reserves the right to institute, alter or modify prices, company literature, company policies, and/or the commission plan. LICENSOR will make every effort to keep all aspects of its business beyond reproach legally, ethically and morally. LICENSOR will also make every feasible effort to be timely and responsive to the needs of customers and LICENSEE's, and provide a sound foundation for a long-term, profitable business relationship.

1. This statement of Policies and Procedures is incorporated into the TDIW Licensed Professional Licensing Agreement, attached. The pages herein constitute the entire agreement between the parties regarding their business relationship.
2. Federal and State regulatory agencies do not approve or endorse direct selling programs. Therefore, a LICENSEE may not represent that any LICENSOR's products, services, or marketing plans have been approved or endorsed by any governmental agency.
3. LICENSOR reserves the right to terminate a LICENSEE at any time, for cause, when it is determined that the LICENSEE has violated the provisions of this agreement, including the provisions of these policies and procedures as they may be amended, or the provisions of applicable laws and standards of fair dealing. LICENSOR shall make such involuntary termination at its discretion. However, written notice shall be provided by LICENSOR prior to termination to allow for appeal or correction of the violation. Upon an involuntary termination, LICENSOR shall notify the LICENSEE by certified mail at their latest address listed with the company. The LICENSEE must respond in the timeframe outlined in Section 8 *DEFAULTS* of the terms and conditions of this agreement to cure said termination. The written appeal is expected to contain, but is not limited to, new facts and/or mitigating circumstances. In the event of termination, the terminated LICENSEE agrees to immediately cease representing him/herself as a LICENSEE. Where applicable state law on termination of a LICENSEE is inconsistent with LICENSOR policy, such state law termination procedures shall be in force.
4. LICENSOR encourages each LICENSEE to keep accurate sales records. Commissions are based upon retail sales to the ultimate consumers; therefore all forms of stockpiling or front-loading of products and services are offered to LICENSEE's only for sale to consumers and, at the LICENSEE's elections, personal purchase. Each LICENSEE is encouraged to set up his/her own hours and to determine his/her method of marketing and research, so long as he/she complies with the policies and procedures herein.
5. No LICENSEE may have any financial interest in more than one personal LICENSOR sales organization in their own name and social security number, organization, whether a company, corporation, partnership, or trust. Violation of this rule will be grounds for immediate termination of the LICENSEE's relationship with LICENSOR and forfeiture of all unpaid commissions.
6. Upon the death or incapacity of the LICENSEE, his/her rights to commissions and marketing position, together with the LICENSEE's responsibilities, shall pass to his/her successors. Written application and approval by LICENSOR is needed. The successor LICENSEE must fulfill all responsibilities of the previous LICENSEE.
7. LICENSOR reserves the right to approve or disapprove a LICENSEE's change of business name, in connection with the formation of a partnership, corporation, and/or trust for tax, estate planning, or limited liability purposes. If approved, the organization's new name must appear on a new TDIW Licensed Professional Licensing Agreement, along with the appropriate Social Security or Federal Identification Number. A partnership or corporation may be a LICENSEE.

8. No false or misleading income projections may be made to any prospective LICENSEE. This conduct is specifically prohibited. LICENSOR believes the actual income potential in marketing LICENSOR products and services is sufficient without resorting to unrealistic income projections.
9. Any applicable commission payments are sent to LICENSEE and shall be postmarked by the 20th of each month. The payment includes applicable commissions earned on service and/or product sales processed at LICENSOR through the 15th of the prior month.
10. If there should be a dispute regarding who recommended a new LICENSEE, or who submitted a particular sale, LICENSOR reserves the right to decide who gets credit for the recommendation or sale based on internal office documentation.
11. Upon request and purchase, LICENSOR will supply data processing information and reports to an LICENSEE concerning their sales organization. LICENSEE agrees that such information is proprietary and confidential to LICENSOR and is transmitted in confidence. LICENSEE agrees that he or she will not disclose such information to any third party directly or indirectly nor use the information to expose to the people in the reports any non-LICENSOR products or services offered by the LICENSEE or any company other than LICENSOR. The LICENSEE and LICENSOR agree that, if not for this agreement of confidentiality and non-disclosure, the company would not provide the above confidential information to the LICENSEE.
12. LICENSOR does not waive its right to insist on compliance with these Policies and Procedures or with the applicable laws governing the conduct of business. This is true in all cases, both specifically expressed and implied, unless an officer of LICENSOR who is authorized to bind LICENSOR in contracts or agreements, specifies in writing that LICENSOR waives any of these provisions. In addition, any time LICENSOR gives permission for a breach of these Policies and Procedures, that permission does not extend to future breaches.
13. Except for specified advertising materials provided by the company, LICENSEE's may not reproduce LICENSOR marketing materials, or use LICENSOR's company logos, trademarks, trade names, literature, or the words or content of any literature or recorded message, in any type of advertising without prior written approval from LICENSOR.
14. LICENSEE's are required to purchase the TDIW Professional Package. They will receive training by reading and studying all applicable materials contained in the TDIW Professional Package, studying other official LICENSOR training materials, and by attending LICENSOR training meetings as available.
15. LICENSOR will supply 1099 tax forms at year-end for all LICENSEE's who have received income directly from LICENSOR during the calendar year as required by law.
16. LICENSOR is not liable for any LICENSEE Agreements that arrive at LICENSOR headquarters without a valid Recommending LICENSEE's Social Security, Federal Identification Number, or SPCC and/or any product orders which arrive at LICENSOR headquarters without a valid Salesperson name or SPCC (as determined by the LICENSOR's database). These new Agreements and/or Orders may be processed in the absence of recommending LICENSEE. No commissions will be paid on such sales, nor will back commissions be paid on any such sales.
17. Once a new LICENSEE has been assigned a Referral Code in the LICENSOR database, LICENSOR will NOT make a Referral Code change unless the individual desiring such change has written approval from their referring LICENSEE, or unless the referring LICENSEE was originally assigned in error by LICENSOR.
18. LICENSEE's agree to refrain from directly competing with LICENSOR during the term of this agreement and for a period of two years following the termination of this agreement for any reason. "Directly

competing” is defined as having financial interest in an entity that provides and markets through Research Affiliates products or services in competition with LICENSOR’s products or services.

19. LICENSEE’s agree to refrain from directly or indirectly soliciting business from, or attempt to sell, license or provide the same or similar products or services offered by LICENSOR to any LICENSOR customer or client during the time of this agreement or for a period of two years upon the termination of this agreement. LICENSEE’s will not directly or indirectly solicit, induce, or attempt to induce any employee of LICENSOR to terminate his or her employment with LICENSOR.
20. Partial Invalidity. Should any portion of these Policies & Procedures and/or this Licensing Agreement, or any other instrument referred to herein or issued by LICENSOR be declared Invalid by a court of competent jurisdiction, the Balance of such rules, regulations and/or Research Affiliate Agreement, or instrument shall remain in full force and effect.