

Good Soil License Agreement

License Agreement (Introduction) and Recitals	Page 2
Section I: Rights and Obligations	Page 3
Section II: Translation, Production, Printing and Distribution	Page 6
Section III: Covenants	Page 7
Section IV: Confidentiality	Page 8
Section V: Fees	Page 9
Section VI: Assignment and Transfer	Page 12
Section VII: Christian Conciliation, Mediation, Arbitration and Indemnification	Page 13
Section VIII: Miscellaneous Provisions	Page 14
Appendix A: Good Soil System Defined	Page 16
Appendix B: Approved Territory Defined	Page 17
Appendix C: Fee Schedule	Page 18
Appendix D: Statement of Beliefs	Page 19
Appendix E: Good Soil Translation Procedures	Page 20

Last Updated: January 2017

LICENSE AGREEMENT

This License Agreement ("Agreement") is by and between ABWE Ministries, Inc., a New Jersey non-profit Corporation ("Licensor"), and _____ ("Licensee") (referred to collectively as the "Parties"), effective as of the last signed agreement ("Effective Date" – Page 15).

RECITALS

WHEREAS, ABWE is the owner of all right, title and interest in and to the "Good Soil Evangelism and Discipleship" system ("System"), including but not limited to all related translations ("Translations"), copyright and trademark filings ("Proprietary Copyrights and Trademarks") (the System, the Translations, and the Proprietary Copyrights and Trademarks are hereinafter referred to together as the Licensor Intellectual Property "Licensor IP"), which are described in full in *Appendix A*; and

WHEREAS, Licensee is a company organized under, or an individual operating according to, the laws of _____, and operates primarily in the areas described in *Appendix B* (the "Territory"); and

WHEREAS, the Licensor IP is the exclusive property of ABWE and consists of great value, both as intellectual and personal property and by way of reputation and goodwill associated with ABWE's and the System's name; and

WHEREAS the Licensor IP is designed to spread the Gospel, to equip fellow believers to spread the Gospel, and to uphold the doctrinal beliefs and missiological goals of ABWE as they believe they reflect the teachings of Scripture; and

WHEREAS, Licensee desires to use the Licensor IP, translate it into various languages, produce and sell the products, train people to use the Licensor IP, and thereby to promulgate the Gospel around the world; and

WHEREAS, Licensee shares the doctrinal beliefs of Licensor, as stated in the Attached Statement of Belief, *Appendix D*; and

WHEREAS, Licensee has or will develop the expertise and structure necessary to promote, develop and support the Licensor IP in the Territory, but at all times exclusive of the United States of America and its territories.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Parties agree as follows:

SECTION I: RIGHTS AND OBLIGATIONS

1. Upon the terms and conditions set forth in this Agreement, Licensor grants Licensee the nonexclusive, limited right and license, during the term of this Agreement, as described herein, to do as follows:

a. to translate, print, sell, distribute, and produce materials provided by Licensor contained in and related to the Licensor IP in the Territory;

b. to format Licensor IP materials as needed for printing and submit proposed format changes to Licensor for approval.

c. to use the Proprietary Copyrights and Trademarks solely in connection with the System;

d. to train individuals both to use the Licensor IP and to train others to use the Licensor IP;

e. to promote, sell, distribute, and otherwise use the Licensor IP only within the Territory, which Territory may be revised and/or expanded only by written consent of Licensor, at no time to include the United States or its territories, and

f. to use the Licensor IP for the promotion and advertisement of the System.

2. Licensee agrees to use this license and right during the term of the Agreement for the sole purpose of promoting the Gospel and training believers.

3. Licensee agrees that

a. no rights granted to Licensee under this Agreement create in Licensee any legal title to any part of the Licensor IP, except the limited license granted herein, and that Licensor retains all legal rights to the Licensor IP, including but not limited to the descriptions contained in *Appendix A*.

b. Licensee shall use the Licensor IP only in a manner and form: (i) designed to maintain the high quality of the Licensor IP; (ii) consistent with the use of the Licensor IP by Licensor; (iii) that protects Licensor' ownership interest therein; and (iv) that complies with all applicable federal, state, local and foreign laws, rules and regulations.

c. Except as set forth herein, Licensee shall not have the right to use or otherwise exploit the Licensor IP in any manner, including but not limited to use on merchandise.

d. The Parties acknowledge and agree that Licensor owns all right, title and interest in or to the Licensor IP and all associated advertising and publicity materials.

Licensee hereby acknowledges and agrees that any and all uses of the Licensor IP shall

not create in its favor any right, title or interest in or to the Licensor IP, and that any enhanced value or goodwill accruing to the Licensor IP as a result of such use shall inure to the sole benefit of Licensor.

e. Licensee will take all steps reasonably necessary to preserve and protect the validity in, and of, the Licensor IP.

f. Licensee will comply with Licensor to protect Licensor's interest in the Licensor IP, including executing any documents necessary to obtain continued validity and enforceability of the Licensor IP.

g. Neither Licensee nor any principal or agent of Licensee shall directly or indirectly contest the validity of Licensor's ownership of the Licensor IP; nor shall Licensee, directly or indirectly, seek to register the Licensor IP with any government agency.

h. Licensee shall use only the Licensor IP designated by Licensor, and shall use them only in the manner authorized and permitted by Licensor, ensuring that all items bearing the Proprietary Copyrights and Trademarks must bear the then-current logo as provided by Licensor.

i. Licensee may only use trademarks in connection with the Licensor IP not listed in Appendix A with prior, written consent of Licensor.

j. Licensor reserves the right to require Licensee to display, along with any presentation or display of the Licensor IP, a written notice describing the relationship between Licensor and Licensee, or displaying any content in Licensor's discretion.

k. Any and all goodwill arising from Licensee's utilization of the Licensor IP shall inure solely and exclusively to Licensor's benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Licensee's utilization of the Licensor IP.

4. Licensee's use of the Licensor IP in violation of the terms of this Agreement shall constitute a default under the terms of Section VI.

5. Licensee shall not use the Licensor IP to incur any obligation or indebtedness on behalf of Licensor. Licensee remains solely liable for any tax obligations, or other legal requirements, related to the production, marketing or sale of the System, and shall defend Licensor against any such claims, per the terms as further detailed herein in Section 8.

6. Licensee shall not make any substantive changes to any part of the Licensor IP, including changes to the quality of materials, teaching, or artwork, without prior written approval of Licensor.

7. Licensor agrees to disclose the Licensor IP as described in **Appendix A** in full to Licensee.

a. Licensor retains the right to update and change the Licensor IP from time to time, including replacing Proprietary Copyrights and Trademarks and other materials.

b. At Licensor's sole discretion, Licensor will provide Licensee updated or changed materials. Licensee agrees to incorporate into the System, as soon as possible, all new materials, products, equipment, techniques or Proprietary Copyrights and Trademarks, and replace old materials, products, equipment, techniques or Proprietary Copyrights and Trademarks as required by Licensor and as needed for Licensee's ministry.

8. Upon request by Licensee, Licensor shall also provide Licensee with a copy of training certification manuals, policies, or training resources. At Licensor's sole discretion, Licensor may also provide Licensee with periodic updates and revisions to the training materials.

9. This Agreement shall exist for an initial term of three (3) years ("Term"), and thereafter shall be renewable for successive three (3) year terms *only* upon Licensee sending Licensor a written request of renewal at least six (6) months prior to the expiration of the then-current term, and Licensor's written consent to renewal.

a. All written requests for renewal shall include the proposed terms for the Territory to be included, described in terms of nations and languages and as described herein in **Appendix B**, which proposed terms must be approved in writing by Licensor prior to the expiration of the then-current term.

b. Licensee shall provide to Licensor reports of production and training events no less than semiannually due in a manner acceptable to Licensor as provided in writing. Reports shall be calculated in US Dollars at the prevailing public exchange rate on the reporting end date.

10. Licensee agrees that, at all times during the term of this Agreement, it shall substantially comply with all applicable laws, ordinances, regulations, rules and other requirements of all applicable governmental authorities in connection with licensed activities of Licensee.

SECTION II: TRANSLATION, PRODUCTION, PRINTING, AND DISTRIBUTION

1. Licensee may translate any part of the Licensor IP into the languages described in *Appendix B*.

2. All Translations must be received by Licensor in the form of fifty (50) hard copies and one (1) electronic copy (of the final design files if not done at ABWE). All Translations must be approved, in writing, by Licensor at least one (1) month prior to any use of the Translation in printing, sale, training, production, promotion, or use of the Licensor IP by Licensee. Licensee may not adopt or use any Translations without Licensor's express written consent.

a. All Translations by Licensee under the terms of this Agreement is a derivative work under U.S. and international copyright laws and therefore remains the intellectual property of Licensor. Licensee shall retain no right, title or interest in and to any Translation.

3. Images included in the Licensor IP ("Images") are proprietary works owned by or licensed to Licensor. Licensee must obtain prior, written consent from Licensor before providing PDF files of the Images to any third party who may only use the Images for the purposes of printing, promotion, translation, sale or training related to the Licensor IP.

a. Without written consent from Licensor, transmission of any Images by a means other than PDF, or the creation by Licensee of any non-PDF files containing Images constitutes an immediate default of this Agreement and grounds for Licensor to terminate this Agreement.

4. Licensor grants Licensee the right to enter into contracts with third parties for the production and/or distribution of Licensor IP for purposes set forth in this Agreement.

a. Licensor retains the right to review any contracts with third parties and require written approval before proceeding with contracts.

5. All concepts, ideas and material of whatever kind or nature, including without limitation artistic and literary material, created, written, or prepared by Licensee, in any and all forms whatsoever, including without limitation Translations, patents, copyrights, trade secrets, trademarks, trade names, service marks (including any applications for, and registrations of any of the foregoing), ideas, concepts, discoveries, know-how, technology, inventions, improvements, modifications, techniques, processes, methods, operations, products, services, models, prototypes, logos, styles, designs (whether the design is ornamental or otherwise), copy,

sketches, artwork, domain names, computer programs and related documentation, other works of authorship, mask works and the like that are subject to patent, copyright, trade secret, trademark or other intellectual property protection, and all of the results and proceeds of Licensee's services of every kind heretofore rendered by and hereafter to be rendered by Licensee in connection with its engagement by Licensor (all such material and all such results and proceeds being referred to collectively herein as the "Material") has been and will be created, written, or prepared by Licensee within the scope this Agreement and shall be a "work-made-for-hire" specially ordered or commissioned by Licensor in accordance with the United States Copyright Act, with Licensor being deemed the author and owner of the Material. To the extent that any Material or proceeds of Licensee's services hereunder are not deemed to be a "work made-for-hire" for Licensor's benefit, Licensee hereby assigns to Licensor all right, title and interest in and to the Material, including without limitation all Translations, trademark, copyright and patent right, title and interest, and the results and proceeds of such services and all rights to exploit the same throughout the universe, in perpetuity in any and all media, whether now known or hereafter devised, and hereby waives its moral rights in and to the same.

SECTION III: COVENANTS

1. Licensee covenants that during the term of this Agreement, except as otherwise approved in writing by Licensor, Licensee (or one (1) designated management employee who will assume primary responsibility for the operations and shall have been previously approved in writing by Licensor) shall devote their best efforts necessary to the management and operation of the Licensor IP, always seeking to preach the Gospel and promote the advance of God's kingdom.

2. Licensee covenants that it, along with all employees, management, and agents, will participate in Licensor's training program before using the Licensor IP for teaching and further training.

a. In addition, prior to using the Licensor IP, at least one (1) representative from Licensee will participate in Licensor's **Good Soil Trainer Workshop** and **Good Soil Basic Seminar**. Licensee will not duplicate either seminar or workshop, nor will they conduct its own similar seminars or workshops without Licensor's prior, written permission.

b. Licensor shall provide to Licensee the materials required for training.

3. Licensee covenants that, during the term of this Agreement, the Licensee shall:

- a. Adhere to Licensor's statement of Faith in promoting, teaching, training, producing, and marketing the Licensor IP;
- b. Act in a manner consistent with the reputation or goodwill of the Licensor, which includes complying with the restrictions contained in section IV below that prevent Licensee from connecting Licensor's name or identity to the Licensor IP in any way;
- c. Guard all of the Licensor's confidential or proprietary information received; and
- d. Utilize only methods and materials approved by the Licensor in producing, distributing or presenting the Licensor IP.

SECTION IV: CONFIDENTIALITY

1. Licensee shall not use the Licensor IP, including but not limited to the trademark "Good Soil Evangelism and Discipleship," or any derivative thereof, in any manner that does or may imply a relationship between Licensor IP and Licensor. This includes, but is not limited to, listing the name "ABWE" or "Association of Baptist for Worldwide Evangelism," or any other derivative thereof, on any part of the Licensor IP related Materials printed, produced, or reproduced by Licensee.
2. Licensee will not disclose to any third party any information contained in any Manuals or other operating documents provided by Licensor to Licensee related to the Licensor IP, the System, the Agreement, and/or the operation of the System. Licensee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person, without prior written consent.
3. Licensee specifically acknowledges that, pursuant to this Agreement, Licensee will receive valuable specialized training and confidential information, including but not limited to, information regarding the operational, sales, promotional, and marketing methods and techniques of Licensor and the Licensor IP.
4. Licensee shall not disclose to any third party any other information that Licensor may designate as confidential, including but not limited to knowledge, or know-how concerning the methods of operation of the system, or any other knowledge about the workings of Licensor in producing the system, which Licensee has gained through or as a result of participation in this Agreement.
5. Licensee may only divulge confidential information to such of its employees as

must have access to it in order to operate under this Agreement.

6. Licensee's disclosure of confidential information in violation of this section shall constitute an immediate default under this Agreement, and grounds for termination per the terms of Section VI, and Licensee agrees to pay all court costs and reasonable attorney's fees incurred by Licensor in obtaining specific performance of, or an injunction against violation of, the requirements of this Section.

SECTION V: FEES

1. All fees herein will be governed by the rates contained in the fee schedule, a current version of which is attached hereto as *Appendix C*. Licensor reserves the right to update, change, and modify this schedule at any time, upon giving proper notice to Licensee. All fees discussed here will be applied according to the rates contained in the fee schedule in effect and force at that time.

2. At the effective date of this Agreement, Licensee will pay Licensor a **one-time license fee** at the rate in the fee schedule then in effect.

3. Within thirty (30) days of Licensee producing any materials under the System or per the terms of this Agreement, Licensee agrees to pay Licensor an additional **production fee** at the rate in the fee schedule then in effect.

a. No production fee will be assessed for materials purchased directly from Licensor for resale, or on goods purchased at cost by Licensor from Licensee.

4. Upon any renewal of this Agreement, Licensee will pay Licensor a **renewal fee** at the rate in the fee schedule then in effect.

a. At the sole discretion of the Licensor, this fee may be waived or prorated based on the production fees the Licensee has paid to the Licensor during the period prior to renewal. Such waiver or proration shall be in writing at the time of the renewal.

SECTION VI: TERMINATION AND DEFAULT

1. Except as otherwise provided herein, this Agreement may be terminated by either Party upon sixty (60) days' notice to the other Party.

2. Except as otherwise provided herein, this Agreement shall be subject to termination by the Licensor **for all breaches** of this Agreement by Licensee, upon thirty (30) days written notice delivered to the Licensee, and Licensee's failure to cure or demonstrate good faith efforts to cure within ten (10) days of receipt of notice.

3. If **Licensee is in default** as described below, Licensor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Licensee any opportunity to cure the default, effective immediately upon the delivery of written notice. Default includes:

a. Licensee or any principal or agent is convicted of or pleads no contest to a felony or misdemeanor involving moral turpitude, fraud, or dishonesty, or any other crime or offense that Licensor believes is reasonably likely to have an adverse effect on the use of the promotion of Licensor IP or the goodwill associated therewith;

b. Licensee or any principal or agent purports to transfer any rights or obligation under this Agreement or any interest to any third party in a manner that is contrary to the terms of Section VII, relating to assignment and transfer;

c. Licensee fails to comply with any of the covenants contained herein;

d. Licensee discloses or divulges confidential information contrary to the terms of Section W, related to confidentiality;

e. Licensee knowingly maintains false books or records, or submits any false reports (including, but not limited to, information provided as part of Licensee's application) to Licensor;

f. Licensee commits three (3) or more material breaches under this Agreement in any fifty-two (52) week period, whether or not each such default has been cured after notice;

g. Licensee engages in any conduct or practice related to this Agreement that is fraudulent, unfair, unethical, or a deceptive practice;

h. Licensee makes any unauthorized or improper use of the Licensor IP, or if Licensee or a principle or agent fails to utilize the Licensor IP solely in the manner and for the purposes directed by Licensor, or directly or indirectly contests the validity of Licensor's ownership of the Licensor IP or its right to use and to license others to use the Licensor IP;

i. Licensee fails to make any payment to Licensor required under this Agreement and fails to cure such default within ten (10) days after such payment has become overdue;

j. Without prior written consent from Licensor, transmission of any Images

by a means or in a format other than PDF (with a file extension title of .pdf);

k. Creation of any non-PDF files containing Images;

1. Transmission of any Images to a third party (except as needed for printing/producing, as detailed elsewhere herein) in a non-print format without prior written consent from Licensor;

m. Alteration of any Image except with prior written consent from Licensor, and as needed for printing.

4. If Licensor is entitled to terminate this Agreement, Licensor shall have the right to undertake any one or more of the following actions in lieu of terminating this Agreement, although such action shall be without prejudice to Licensor's right to terminate this Agreement otherwise:

a. Licensor may terminate or modify any rights that Licensee may have with respect to "exclusivity" in the Territory effective ten (10) days after delivery of written notice thereof to Licensee;

b. Licensor may modify, or eliminate completely, the Territory described in ***Appendix B***;

c. Licensor may revoke the Licensee's right to print further materials under this Agreement while allowing Licensee to continue to use currently-printed materials;

5. Upon termination or expiration of this Agreement, all rights granted to Licensee shall immediately terminate.

a. Licensee shall immediately cease to operate, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former Licensee of Licensor.

b. Licensee shall immediately and permanently cease to use, in any manner whatsoever, the Licensor IP, any confidential methods, procedures and techniques associated with the System, all Proprietary Copyrights and Trademarks, and any distinctive forms, slogans, signs, symbols, and devices associated with the Licensor IP. In particular, Licensee shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, and any other articles that display the Proprietary Copyrights and Trademarks.

c. Licensee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains any Licensor IP and/or any other service

mark or trademark of Licensor; and Licensee shall furnish Licensor with evidence satisfactory to Licensor of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

d. Licensee shall promptly pay all sums owed to Licensor and its subsidiaries and affiliates (regardless whether those obligations arise under this Agreement or otherwise). In the event of termination for any default of Licensee, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Licensor as a result of the default.

e. Licensee shall pay Licensor all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Licensor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement.

f. Licensee shall immediately deliver to Licensor any manuals, documents, or materials provided to Licensee by Licensor or obtained by Licensee in the course of their production under this Agreement, and any other materials containing confidential information. Licensor may, at its option, direct Licensee to destroy and provide Licensor with evidence of destruction of any such materials in lieu of returning them to Licensor.

g. In order to preserve the goodwill of the Licensor IP following termination, Licensor (or its designee) shall have the right to enter the Licensee's premises (without liability to Licensee, Licensee's Principals, or otherwise) for the purpose of ensuring compliance with this Agreement and the quality of the Good Soil System and its presentation.

SECTION VI: ASSIGNMENT AND TRANSFER

1. Licensee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Licensee, and that Licensor has granted these rights based upon Licensee's desire to spread the Gospel through use of the Licensor IP, and to train others to spread the Gospel through the Licensor IP.

a. Therefore, Licensee and any of its agents or principals, shall not, without the prior written consent of Licensor, transfer, pledge or otherwise encumber the rights and obligations of Licensee under this Agreement or any material asset of Licensee related to this Agreement or the use of the System under this Agreement.

2. Licensor shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations under this Agreement to any person or legal entity, and any assignee of Licensor shall become solely responsible for all obligations of Licensor under this Agreement from the date of assignment.

3. If Licensee or any person holding any interest (direct or indirect) in Licensee becomes a debtor in a proceeding under the U.S. Bankruptcy Code or any similar law in the U.S. or elsewhere, it is the Parties' understanding and agreement that any transfer of Licensee, Licensee's obligations and/or rights hereunder, any material assets of Licensee, or any indirect or direct interest in Licensee shall be subject to all of the terms of this Section.

4. This Agreement and all the terms hereof shall be binding upon, and shall inure to the benefit of, Licensee, Licensor and their respective successors and permitted assigns.

**SECTION VII: CHRISTIAN CONCILIATION, MEDIATION, ARBITRATION AND
INDEMNIFICATION**

1. The Parties hereby agree to attempt to resolve any claim or dispute arising out of or related to this Agreement through good faith negotiations taking into consideration Biblical principles of fair dealing and reconciliation. The Parties further agree that, if they are unable to resolve a claim or dispute through such negotiations, they will first attempt to resolve such disputes by mediation in accordance with the *Rules of Procedure of Christian Conciliation* promulgated by Peacemaker Ministries, Inc. of Billings, Montana, United States of America, or its successor, or such other Christian mediation or conciliation service agreed upon by the Parties hereto which uses Biblical principles in attempting to resolve disputes. The venue for such mediation or conciliation process shall be York County, Pennsylvania, USA, or such other location agreed upon by the Parties hereto. If the Parties are unable to resolve the dispute by mediation within a reasonable period of time, then the dispute shall be resolved by binding arbitration in accordance with the paragraph immediately below.

2. If the Parties are unable to otherwise resolve a dispute in the manner set forth above, the dispute shall be submitted to binding arbitration in accordance with the rules and procedures established by the American Arbitration Association. The venue for such arbitration shall be York County, Pennsylvania, USA, or such other location agreed upon by the Parties hereto. Subject to the foregoing provisions of this Section, the Parties intend that arbitration be the sole remedy available as to matters arbitrable hereunder. All arbitration awards shall be final

and binding on the Parties, and the Parties agree to abide by all awards rendered in such arbitration proceedings. Arbitration awards shall be enforceable by appropriate proceedings at the request of any party. Unless otherwise provided by the arbitrators, each party shall pay one-half of the reasonable fees and expenses of the arbitrator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, shall be paid as determined by the arbitrators.

3. Licensee agrees to indemnify and to hold harmless the Licensor, its officers, directors, employees, and agents, from and against any claims, demands, causes of actions, loss, cost, tax liability, and expenses (including without limitation, attorneys' and accountants' fees and all disbursements), arising from, in connection with, or based upon the actions or omissions of Licensee, its officers, employees, agents, or representatives related to this Agreement.

4. The provisions of this section shall survive the termination of this Agreement, regardless of the reason for termination.

SECTION VIII: MISCELLANEOUS PROVISIONS

1. Licensor and Licensee agree that this Agreement does not in any way create any employment relationship, joint venture relationship, partnership, or principal/agent relationship between Licensee and Licensor. Licensee shall not act or represent itself, directly or by implication, as agent for Licensor or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of Licensor.

2. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania in the United States, without regard to its principles of conflicts of law.

3. All payments of fees required by this Agreement are due to Licensor in U.S. Dollar currency. Licensee shall be responsible for any approvals needed for the exchange transaction, as well as any cost of conversion. Payments shall be made by air mail addressed to Licensor, by wire or electronic transfer to Licensor's account or as otherwise required by Licensor.

4. All notices and other communications hereunder shall be in writing and, except as otherwise provided herein, shall be deemed given at the time of receipt or rejected delivery through registered or certified mail, or internationally recognized overnight carrier, return receipt requested, postage prepaid, or by electronic mail addressed as follows (or to such other person or at such other address as to which any party hereof shall have given the other written notice):

IF TO LICENSOR:

Good Soil Evangelism
c/o ABWE Ministries, Inc. PO Box 8585
Harrisburg, PA, USA 17105
info@GoodSoil.com

IF TO LICENSEE:

5. This Agreement constitutes the entire, full, and complete Agreement between the Parties concerning the subject matter and supersedes all prior agreements.

6. Except as provided herein, this Agreement may not be modified unless mutually agreed to by the Parties and executed by their authorized officers or agents in writing.

7. Except as expressly provided to the contrary herein, if, for any reason, any term herein is determined to be invalid and unable to be otherwise construed according to applicable law by a court having valid jurisdiction, such a determination shall not invalidate the operation of the rest of the Agreement, which shall otherwise remain in full force and effect as if the invalid parts of the Agreement were no longer included.

8. All captions in this Agreement are intended solely for the convenience of the Parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

IN WITNESS WHEREOF, the Parties have hereto executed this License Agreement on the day, month and year first above written.

ABWE MINISTRIES, INC.

By: Gil Thomas, International Director of Good Soil Ministries

Date: _____

LICENSEE

By: *(Print)* _____

(Sign) _____

Date: _____

APPENDIX A

GOOD SOIL SYSTEM DEFINED

The "System" includes, but is not limited to the following elements. ABWE reserves the right to change the System at any time and provide Licensor with new material, according to the updates contained on the Good Soil website, at www.GoodSoil.com:

1. All United States Federal and common law Copyright related to the material and training program of "Good Soil Evangelism and Discipleship."
2. The United States Federal trademark "Good Soil International."
"Good Soil International" trademark is owned by the Licensor and is registered on the Principal Registry with the US Patent and Trademark Office, Register Number 3,425,170.
3. Distinctive training methods, techniques, procedures, and management systems.
4. Training certification seminars.
5. Electronic training materials.
6. Distinctive Biblical artwork.
7. Distinctive evangelistic Bible study materials, discipleship materials, and fiction books:
 - ***The Story of Hope: Discovering the Provision in God's Plan***
First Workbook Edition; © Good Soil Evangelism and Discipleship
2007-2013; ISBN: 978-1-888796-57-5
 - ***The Way to Joy: Pursuing Basic Steps to Discipleship***
Seventh Edition; © Good Soil Evangelism and Discipleship
2005-2016; ISBN: 978-1-888796-93-3
 - ***Gaining Ground with Good Soil***, by Gil Thomas
2009, 2015 (White Cover); ISBN: 978-1-888796-79-7
 - ***Good Soil Seminar Workbook*** © Good Soil Evangelism and Discipleship
2007-2016; ISBN: 978-1-888796-90-2
 - ***The Chronological Bridge to Life*** (Cards)
© Good Soil Evangelism and Discipleship; 2013; ISBN: 978-1-888796-54-4
 - **All Leader's Guides and Facilitator's Guides**
8. All other resources found on the Good Soil website: www.GoodSoil.com/resources/

APPENDIX B

APPROVED TERRITORY DEFINED

The following comprise an exhaustive list of Approved Nation(s) and/or Location(s) for operation of the Licensee under this Agreement:

1. _____
2. _____
3. _____

While it is understood that this list designates the Territory (/ies) for this Licensee, in the spirit of teamwork and seeking to fulfill the Great Commission, patience, generosity, and reason should be exercised if others are encountered using Licensor IP in the above Territory (/ies). If such occurs, Licensee should contact the Licensor immediately before any action is taken.

The Approved Language(s) for publication and translation:

1. _____
2. _____
3. _____

APPENDIX C
FEE SCHEDULE

Initial License Fee: \$300 US

This fee to be used toward an initial printing royalty.

Note: The royalty fee (10%) for any printing of Good Soil resources is based on the market printing cost in the country where the resource is printed.

Fee Explained:

Exact | If your first printing costs \$3,000, GSED will have already received its \$300 royalty for that first printing.

Over | If the first printing costs \$4,000 (or more), you would owe GSED \$100 (or more).

Under | If the first printing costs \$2,000 (or less), GSED will keep the remaining \$100 (or less) which can be put towards a future printing royalty.

Three Year Renewal Fee: \$200 US

Good Soil License Agreements are to be renewed (as desired) at the beginning of every 4th year.

This fee may be waived at the discretion of Good Soil if the licensee has followed through with the requirements in the agreement.

If the licensee lets the agreement lapse (by not seeking to act within its guidelines, not printing and/or conducting trainings, and not reporting for a while) the licensee would be required to pay the \$200 renewal fee (if renewal is still desired), but the renewal fee would not go towards a next printing royalty.

In Summary:

The licensee is only expected to pay the 10% printing royalty fees if:

Printing costs within the 3 year license agreement exceed \$3,000.
The License Agreement guidelines are followed with integrity.
Biannual (twice a year) reporting is maintained.

APPENDIX D

STATEMENT OF BELIEFS

The statement of faith of Missio Nexus expresses the core doctrinal commitments which we believe are essential for “partnership in the gospel” (Philippians 1:5). These are the doctrinal statements that we require our Good Soil Evangelism and Discipleship partners (“Users”) to accept, believe, and defend without any reservations.

We believe the Bible to be the inspired, the only infallible, authoritative Word of God.

We believe that there is one God, eternally existent in three persons: Father, Son and Holy Spirit.

We believe that Adam, created in the image of God, was tempted by Satan, the god of this world and fell. Because of Adam’s sin, all men have guilt imputed, are totally depraved.

We believe that salvation consists of the remission of sins, the imputation of Christ’s righteousness and the gift of eternal life, received by faith alone, apart from works.

We believe that for the salvation of lost and sinful people, regeneration by the Holy Spirit is absolutely essential.

We believe in the deity of our Lord Jesus Christ, in His virgin birth, in His sinless life, in His miracles, in His vicarious and atoning death through His shed blood, in His bodily resurrection, in His ascension to the right hand of the Father and in His personal return in power and glory.

We believe in the present ministry of the Holy Spirit by whose indwelling the Christian is enabled to live a godly life.

We believe that the church, the body of Christ, consists only of those who are born again, who are baptized by the Holy Spirit into Christ, for whom He now makes intercession in heaven and for whom He will come again.

We believe in the resurrection of both the saved and the lost; they that are saved unto the resurrection of eternal life and they that are lost unto the resurrection of eternal damnation.

We believe in the spiritual unity of believers in our Lord Jesus Christ.

We believe that Christ commanded the church to go into all the world and preach the Gospel to every creature, baptizing and teaching those who believe and that the natural outcome of such activity leads to the establishment of local congregations.

Source: Statement of Faith by Missio Nexus: <https://missionexus.org/statement-of-faith/>

APPENDIX E

Good Soil Translation Procedures

Step One—Plan Your Project

The English text for *The Story of Hope* (TSOH) and *The Way to Joy* (TWTJ) (along with some other Good Soil publications) are available in a specially-prepared WORD document for use by approved translation teams.

The *qualitative* goal of a translation project is to produce books that will appeal even to the professional class people (such as government officials, educators, doctors, etc.) in the target country/culture.

The *economic* goal is to produce books that can be sold at prices that are affordable within the target culture (or made available at a supplemented cost). For this to happen, printing (in most cases) will need to be done within the culture.

To get started on a translation project we ask that you fill out and submit a **Good Soil Translation Request Form**. Once you have received approval from Good Soil you can begin putting together your translation team.

Step Two—Build Your Team

In order to create a translation of a Good Soil publication, we ask that you put together a translation team consisting of a:

1. **Project Coordinator:** This person will serve as the main point of contact with Good Soil. He/she must be willing to communicate promptly and help to trouble shoot as needed.
2. **Translation Team:** This team must be organized of at least four capable, mother-tongue speakers (for the target language group). Of the four, one will be the translator for the project. Additionally, one of the four needs to be a qualified theologian (pastor/teacher).

Step Three—Translate and Proof the Text

Once the translator receives the specially-prepared WORD document, he/she need simply follow the instructions within the document. The blue text will show exactly where to place what content.

When all the translated text has been placed into the WORD document, the next step is for the translation team to read through the document and proof the text. Things to look for include, is the text:

- **Linguistically accurate** (good word choice throughout)
- **Widely readable** (reads clearly and understandably for various levels of literate adults)
- **Typographically error-free** (grammar, spelling and punctuation)

Once the translator has made all the needed corrections to the WORD document, it can be sent to Good Soil. Please note, by sending the translated text to Good Soil you are affirming that the content has been **well proofed** and that the translation team is well satisfied with the quality of the translation. Once the WORD document has been received, Good Soil will then input the translation text into InDesign.

Step Four—Final Proofing

Once all the translated text has been placed into InDesign, Good Soil will send the Adobe PDFs files to the Project Coordinator for a final review by the translation team. Along with checking for the things listed above, the team also needs to look for consistency in the formatting (i.e. font: size, bold, italic, color).

Any corrections at this point will be submitted to Good Soil as Adobe PDF Comments. Once the translation team and Good Soil are satisfied with the content, approval will be given for printing.

Step Five—Printing and Distribution

Once printed, 50 copies should be sent to Good Soil, at no cost to Good Soil. We will make these copies available for sale. If additional “for sale” copies are needed, Good Soil will purchase them from you (at your printing cost).

If you have any questions or concerns about this process, we would be happy to talk with you.

- Good Soil Team