



WORLD INSTITUTE OF SCIENTOLOGY ENTERPRISES



Member
Agreement

World Institute of Scientology Enterprises

Membership Agreement

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 (referred to as "WISE"), and

Name:

Company Name:

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 an organization formed for the purpose of uniting all businesses and professional individuals and organizations of whatever kind that use the technology developed by L. Ron Hubbard ("LRH") for administrative, business and improvement purposes. This includes the 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 the 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 LRH 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 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. Membership Level.

The MEMBER shall be entitled to the services and benefits set forth on Attachment A, according to the level of membership chosen by the member, as long as MEMBER is in good standing under this Agreement and pays the annual membership fee for that membership level.

3. Use of the Term "WISE", the WISE Logo and the WISE Lioness & Cubs Symbol.

The term "WISE", the WISE Logo and the WISE Lioness & Cubs Symbol (which logo and symbol are shown in 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 & 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 & Cubs Symbol.

4. Special Obligations of Membership.

MEMBER expressly acknowledges that the primary purpose of WISE is to unite businesses and individuals that use LRH administrative technology 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 and will follow The Code of a WISE Member which is made part of this agreement and is Exhibit A.
- 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.
- c. 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 the 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.

5. 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 "Indemnities"), 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.

6. Term and Termination.

- a. This Agreement shall become effective on the date first above written, and shall continue for a period of one (1) year. It 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, MEMBER dies or MEMBER 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.

7. 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.

8. 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 6b 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 Scientology Religion, a member of the Sea Org, and well versed in the Scientology Scriptures, in particular those Scientology Scriptures pertaining to Scientology ethics and justice.

9. 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.

10. 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.

11. Governing Law.

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

12. 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.

13. Rules and Regulations of Membership.

MEMBER agrees to abide by all rules and regulations made and enacted by WISE with respect to MEMBER's level of membership. MEMBER acknowledges that MEMBER has read "The Code of a WISE Member", which is incorporated herein and made a part of this Agreement. MEMBER acknowledges and agrees that MEMBER's membership in WISE shall be governed by this Agreement and the Code.

MEMBER

(Member Signature)

WISE

WISE

Exhibit A

WISE Logo

WISE®

Lioness & Cubs Symbol



Code of a WISE Member

promise to learn and apply L. Ron Hubbard's administrative technology to a standard result.

promise to avail myself of L. Ron Hubbard's ethics and justice technology and see that it is standardly applied.

promise to always acknowledge L. Ron Hubbard as the source of the administrative, ethics and justice technologies and ensure others do as well.

promise to insist upon high-level communication lines and clarity in affinity and reality and know the consequence of not having such conditions and to work continually and effectively to maintain high ARC* in the group.

promise to use the technologies of L. Ron Hubbard to resolve any dispute.

promise to fully read, understand and abide by all points of the WISE membership agreement.

promise to take responsibility to protect the trademarks and copyrights of Dianetics, Scientology and WISE.

promise to keep my own ethics in and to take responsibility to get ethics in on those around me, in accordance with the high ethical standards set forth in the writings of L. Ron Hubbard.

promise to take responsibility for the agreements I make with others and to ensure they are true, correct and fully understood by all parties and expressed in writing.

promise to take responsibility to forward and promote the standard application of L. Ron Hubbard's administrative, ethics and justice technologies.

promise to protect others from rumor and false reports by not acting upon or forwarding unverified or unsubstantiated data.

promise to fulfill all financial obligations as agreed.

promise not to enter into any dealings, financial or otherwise, without fully investigating them and to take full responsibility for those I do enter into.

promise to always deliver what was promised.

promise to exchange in abundance as the only condition of exchange.

promise to uphold the principle that money and support is only derived through the production and delivery of exchangeable products.

promise to maintain good relations with the public, business community and civil authorities.

promise to take responsibility to protect Scientology churches from distraction, disruption or misuse of their lines or personnel.

promise not to use Scientology churches and their communication lines for purposes of personal financial gain.

promise not to condone the use of Scientology churches and their communication lines to forward the personal financial gain of any individual but to do my part to see that they operate exclusively for the spiritual objectives of the Scientology religion.

promise to fulfill the purposes of WISE and to take responsibility for improving and expanding the WISE membership.

promise to set a good example of the workability of L. Ron Hubbard's administrative, ethics and justice technologies.

promise to take responsibility to bring about a new civilization in which the able can prosper and honest people have rights.

promise to abide by this code so that I and all WISE members flourish and prosper.

* ARC: a word made from the initial letters of Affinity, Reality and Communication, which together equate to understanding.

Attachment A — Membership Benefits & Fees

Please indicate by your signature the WISE Membership category that you have selected.

General Membership

General Membership in WISE is available to business owners and entrepreneurs with 1–5 employees and who are interested in receiving benefits of the WISE General membership.

Benefits and Services:

All of the following services and benefits shall be available to MEMBER as long as MEMBER remains a General Member in good standing and abides by the terms of this Agreement:

- a. WISE Directory. MEMBER shall be listed in the WISE Directory and full WISE Directory access, 1 Directory listing, and the opportunity to purchase Directory ads.
- b. Publications. WISE will provide MEMBER with one copy of each future issue of PROSPERITY Magazine, newsletters and policy booklets, and one copy of the WISE Membership Guidebook.
- c. Membership Card and Pin. MEMBER will receive a membership card and pin denoting their membership status.
- d. Model of Admin Know-How Workbook. MEMBER shall receive a copy of the Model of Admin Know-How workbook.
- e. Membership Support and Policy Referral. MEMBER has unlimited access to free membership support and unlimited Policy Referral line use.
- f. WISE Prosperity Planner. MEMBER will receive 1 WISE PROSPERITY Planner and a 1 year subscription to all updated inserts.
- g. Discounts. MEMBER shall have the right to attend Effective Management Center meetings and "Member Only" conventions, seminars, and briefings and may be eligible to receive discounts for these and other publications.
- h. 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.
- i. 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, under this Agreement at the rate of One Hundred and Fifty Dollars (\$150.00) per hour.
- j. Sale of Products License. MEMBER may have permission to sign a Sale of Products License with WISE.

Membership Fee:

MEMBER shall pay to WISE an annual membership fee of Five Hundred Dollars (\$500.00 USD) payable immediately or with a \$150.00 initial payment and 9 monthly installment payments of \$50.00. 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.

MEMBER:

(Member Signature)

Company Membership

Company membership in WISE is available to business owners, executives or administrators with fewer than twenty (20) employees who wish to implement the basics of LRH administrative technology into their company through in-house training, and for persons who wish to become licensed members of WISE for delivery of one-on-one consulting, seminars, workshops and/ courses based on LRH administrative technology.

Benefits and Services:

All of the following services and benefits IN ADDITION to those available to General Members 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 and full WISE Directory access, and up to three (3) Directory listings, and one (1) free Directory advertisement space, and the opportunity to purchase additional Directory ads.
- b. WISE Prosperity Planner. MEMBER will receive one (1) WISE Prosperity Planner and updated inserts for themselves, and, as a Company Member, two (2) of MEMBER's executives may sign up as Individual members of WISE at no charge and so receive their own WISE Prosperity Planner, with all benefits of WISE Individual membership, including publications, newsletters and booklets. Additional employees may sign an Individual Membership Agreement at the established annual rate of \$195.00 USD.
- c. 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, under this Agreement at no charge.
- d. Courses for Employees. MEMBER may deliver seven (7) LRH administrative technology courses and five (5) courses in study technology, authorized by WISE, to MEMBER's employees, without charge. MEMBER shall ensure that each employee has his or her own course pack/workbook for each course enrolled upon by employee. These courses are:
 - Improving Business Through Communication, Formulas for Business Success, Management by Statistics, How to Increase Efficiency in Your Company, Ethics for Business Survival, How to Effectively Handle Work, Model of Administrative Know-How, and Basic Study Manual, Study Skills for Life, Learning How to Learn, How to Use a Dictionary, Grammar and Communication.
- e. As a graduate of a course in LRH study technology, may train an employee, in house, on the Basic Company Trainer Checksheet to begin to implement one's employee training program.

(continued next page)

- f. Consulting and Courses License. MEMBER may have permission to sign a Consulting Only, Consulting and Courses, or Non-Consulting License with WISE, and, under the appropriate license, may deliver the above listed courses, in addition to one-on-one consulting, seminars and workshops, for a fee.
- g. Charter Membership. Member and/or designated employees of Member may apply for and, upon approval by WISE, receive Charter Member status, in addition to their own membership.

Membership Fee:

MEMBER shall pay to WISE an annual membership fee of One Thousand Five Hundred Dollars (\$1500.00 USD) payable immediately or with a \$450.00 initial payment and 9 monthly installment payments of \$150.00. 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.

MEMBER: _____
(Member Signature)

Corporate Membership

Corporate membership in WISE is available to the business owner, senior executive or manager with 20 or more employees who wishes to implement advanced LRH administrative technology into their company through in-house training, and for person who wish to become a licensed consultant and deliver one-on-one consulting, seminars, workshops and a full range of courses based on LRH administrative technology. Business owners with less than 20 staff may also choose a Corporate membership to take advantage of the benefits below.

Benefits and Services:

- All of the following services and benefits IN ADDITION to those available to Company Members shall be available to MEMBER as long as MEMBER remains a Corporate Member in good standing and abides by the terms of this Agreement:
- a. WISE Directory. MEMBER shall be listed in the WISE Directory and full WISE Directory access, and up to six (6) Directory listings, and two (2) free Directory advertisement spaces, and the opportunity to purchase additional Directory ads.
 - b. WISE Prosperity Planner. MEMBER will receive 1 WISE Prosperity Planner and updated inserts for themselves, and, as a Corporate Member, eight (8) of MEMBER's executives may sign up as Individual members of WISE at no charge and so receive their own WISE Prosperity Planner, with all benefits of WISE Individual membership, including publications, newsletters and booklets. Additional employees may sign Individual Membership Agreements at the established annual rate of \$195.00 USD.
 - c. Courses for Employees. MEMBER may deliver twenty-two (22) LRH administrative technology courses and five (5) courses in study technology, authorized by WISE, to MEMBER's employees, without charge. MEMBER shall ensure that each employee has his or her own course pack/workbook for each course enrolled upon by employee.

- These courses are:
- Improving Business Through Communication
 - Formulas for Business Success
 - Management by Statistics course
 - How to Increase Efficiency in Your Company
 - Ethics for Business Survival
 - How to Effectively Handle Work
 - How to Achieve Effective Learning
 - How to Evaluate and Predict Human Behavior
 - How to Increase Profits through Proper Financial Planning
 - How to Write Effective Company Policy
 - How to Expand Your Company by Making Planning Become Actuality
 - How to Get Along with Others
 - Effective Leadership
 - Personal Integrity
 - Surveys
 - How to Get Things Done
 - Model of Administrative Know-How Course
 - Basic Study Manual, Study Skills for Life, Learning How to Learn, How to Use a Dictionary, Grammar and Communication.
 - Marketing
 - Ups and Downs
 - Public Relations
 - Basic Organization
 - Executive Basics
- d. Consulting and Courses License. MEMBER may have permission to sign a Consulting Only, Consulting and Courses, or Non-Consulting License with WISE, and, under the appropriate license, may deliver the above listed courses, in addition to one-on-one consulting, seminars and workshops, for a fee.

Membership Fee:

MEMBER shall pay to WISE an annual membership fee of Six Thousand Dollars (\$6000.00 USD) payable immediately or with a \$1800.00 initial payment and 9 monthly installment payments of \$600.00. 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.

MEMBER: _____
(Member Signature)