

## LICENSE AGREEMENT

This License Agreement (the “License Agreement”), effective as of July 12, 2024 (the “Effective Date”), is made by and among Emory University, a Georgia non-profit corporation with offices located at 1599 Clifton Road NE, 4<sup>th</sup> Floor, Mailstop 1599/001/1AZ, Atlanta, Georgia 30322 (“Emory”); and Associação Gaia+, a non-profit corporation existing under the laws of Brazil having its registered address situated at Rua Dona Santina, 291, Bairro São Luiz, Piracicaba / SP, CEP 13405-369 (“LICENSEE”).

WHEREAS, Emory is the owner of all right, title, and interest in inventions and technology, developed by employees of Emory and is responsible for their protection and commercial development;

WHEREAS, Dr. Lobsang Tenzin Negi, a member of Emory’s faculty, have created and developed valuable techniques, practices, know-how, expertise, research, and materials relating to cognitively based compassion training, which is in part described in Emory TechID No. 15104;

WHEREAS, LICENSEE employees have attended and paid for certain conferences, courses, and training provided by Emory in the field of cognitively based compassion training and have obtained copies of resources and materials in connection with such events; and

WHEREAS, LICENSEE’s vision is to transform health, education, water, and social sector ecosystems through partnerships, high-impact solutions, and thought leadership and is interested in using resources and materials developed by Emory to further the objectives of the education programming supported by LICENSEE;

NOW, THEREFORE, in consideration of the mutual promises within this License Agreement, the receipt and sufficiency of which are hereby acknowledged, Emory, and LICENSEE (sometimes collectively referred to as the “Parties,” or individually as a “Party”) agree as follows.

1. License of the CBCT® Resources. LICENSEE acknowledges that the copyright and other intellectual property rights in the CBCT® Resources (as defined below) are owned by Emory. LICENSEE further acknowledges that any materials prepared by LICENSEE or any of its personnel or other agents that adapt CBCT® Resources for specific populations or otherwise constitute “derivative works” (as defined under copyright law) of the CBCT® Resources shall also be subject to all the restrictions in this License Agreement applicable to CBCT® Resources. Emory acknowledges and agrees that any determination of whether materials prepared by LICENSEE constitute “derivative works” of CBCT® Resources shall be made in accordance with applicable copyright law and that materials do not necessarily constitute “derivative works” of CBCT® Resources solely because they are in the field of compassion meditation. Subject to the other obligations of this License Agreement, Emory hereby non-exclusively grant LICENSEE permission to reproduce, distribute, perform, display, and prepare derivative works of the

CBCT® Resources and to use the CBCT® Mark as part of or in order to prepare teaching materials for courses of instruction or other programs or events conducted by an Authorized Instructor (as defined below). LICENSEE and Emory acknowledge that LICENSEE employees have received, paid for, and are in possession of copies of CBCT® Resources. Emory will respond to but are not obligated to accept or honor requests by LICENSEE for additional copies of or access to CBCT® Resources. For the purpose of this License Agreement CBCT® Resources shall mean the materials relating to cognitively based compassion training provided or made available by the Center for Contemplative Science and Compassion-Based Ethics or Dr. Negi, including the following items: (i) the CBCT® manual (all versions); (ii) scripts of guided meditations; and (iii) recordings of any guided meditations. For purposes of this License Agreement, CBCT® Mark shall mean the verbiage “CBCT” as used in connection with (a) manuals, instructional materials, and guided exercises in the field of meditation and reflective practice; or (b) instruction and training in meditation and reflective practices; conducting and guiding contemplative exercises; providing online publications in the field of meditation and reflective practices. CBCT® Mark shall include rights arising from U.S. Application Serial No. 86830559. LICENSEE will use the CBCT® Mark, or marks confusingly similar thereto, only in connection with its use of the CBCT® Resources as contemplated under this License Agreement. LICENSEE acknowledges that the CBCT® Mark is distinctive of manuals, instructional materials, guided exercises, instruction, and training in the field of meditation and reflective practices that are provided or authorized by Emory and that the CBCT® Mark is owned and controlled by Emory.

2. License Requirements and Restrictions. LICENSEE agrees that it will not display, publish, reproduce, distribute or otherwise use the CBCT® Resources or the CBCT® Mark, except as explicitly authorized by this License Agreement or as otherwise approved, in writing, by Emory. Without limiting the foregoing, LICENSEE agrees that the CBCT® Resources and any use thereof are subject to the following requirements and restrictions:

(a) The CBCT® Resources will be used only in a manner consistent with the philosophy and methodology of the Emory’s cognitively based compassion training program, as such philosophy and methodology has been or is conveyed to Authorized Instructors. Any disagreements about this requirement will be resolved in Emory’s reasonable discretion.

(b) Any course of instruction that includes CBCT® Resources will be described and presented to the Emory for their discretionary review and approval before any incorporation or use of the CBCT® Resources occurs. The requirements of this subparagraph shall be fulfilled if an Authorized Instructor submits the Course Information Form and otherwise follows the procedure outlined on the then-current Center for Contemplative Science and Compassion-Based Ethics web page for certified instructors. Without expanding or limiting the foregoing, (i) this subparagraph 2(b) is applicable to adaptation of the CBCT® Resources to create a course of instruction intended for a particular target audience, such as senior citizens, minors, or veterans; and (ii) this subparagraph 2(b) is not applicable to routine academic presentations, such as speeches at conferences or symposia.

(c) The CBCT® Resources may be edited for length to suit the pedagogical objectives of any particular course of instruction or other program or event, provided that any such editing

may not materially distort the content of the CBCT® Resources in question. Except as provided above, Emory's further written consent must be obtained for any other modification of the CBCT® Resources and for creation of any written materials that constitute derivative works of the CBCT® Resources or incorporate substantial portions of the CBCT® Resources ("CBCT® Modifications and Derivatives"), which may include manuals, pamphlets, course packets, course handouts, syllabi, curricula, web pages, or recordings. CBCT® Modifications and Derivatives will be submitted to Emory for their discretionary review and approval before they are made available to any students or otherwise reproduced, distributed, or displayed. Any modifications requested by Emory will be promptly made to such materials. Emory will provide any such requested modifications in writing within fifteen (15) days of receipt of any written materials not exceeding 25 pages in length, and within thirty (30) days of receipt of any written materials exceeding 25 pages in length. All such materials shall include the CBCT® Mark and attribution in a form to be provided by Emory. Without expanding or limiting the foregoing, (i) CBCT® Modifications and Derivatives shall include any written materials intended for instructional use that modify, substantially incorporate, or are derivative works of CBCT® Resources; and (ii) CBCT® Modifications and Derivatives shall not include routine academic or general media publications that incorporate no more of the CBCT® Resources than would be permitted under the fair use provisions of the Copyright Act, 17 U.S.C. § 107.

(d) LICENSEE will not delete, obscure, or otherwise modify any copyright notices or any appearance of the names, marks, logos, or other identifying indicia of Emory contained within the CBCT® Resources. LICENSEE may use the CBCT® Mark insofar as it appears on CBCT® Resources, as used in accordance with this License Agreement.

(e) LICENSEE will promptly respond to any requests for information about uses of the CBCT® Resources. Representatives of the Emory will be permitted to attend, without charge, class sessions, lectures, or other live events conducted by LICENSEE during which the CBCT® Resources will be presented or discussed, provided, however, that any such attendance will be subject to the requirements and permissions of any third party site hosting an event. Emory will provide LICENSEE with notice of their intent to attend any such event at least one week in advance.

(f) Any materials containing CBCT® Resources and any course, program, or event incorporating CBCT® Resources: (i) will maintain fidelity to the CBCT® protocol provided by Emory; (ii) will not contain any false or misleading material; (iii) will not promise any therapeutic benefits from use of CBCT® Resources; (iv) will not contain any material that infringes or violates the rights of any third party, including rights arising under copyright, trademark, defamation, privacy, or publicity law; and (v) will not indicate or suggest that Emory endorses or sponsors any course of instruction, program, event, or other goods or services.

(g) The CBCT® Resources may be used only within courses of instruction or other programs or events that are directly conducted by an Authorized Instructor, acting within the scope of his or her employment with LICENSEE. The CBCT® Resources may not be posted on any web page or social media platform and may not otherwise be publicly distributed or disseminated by LICENSEE in the absence of Emory's explicit written authorization.

(h) The CBCT® Resources may be used for research purposes or as part of any research protocol only in accordance with the following terms and conditions: (1) all research activities must be conducted in compliance with applicable law and LICENSEE's institutional requirements, including, as necessary, review by an Institutional Review Board ("IRB"); (2) research that substantially incorporates any CBCT® Resources may only be conducted by Authorized Instructors or individuals that have separately entered into a CBCT® certification agreement with Emory; (3) before commencement of the research and, if applicable, before proposal of a research project for institutional approval, the nature of the research project, including its use of CBCT® Resources, will be disclosed to Emory, and the investigator intending to conduct such research will consider any input or suggestions made by Emory; (4) absent written approval from Emory, the CBCT® Resources may be used in research only in the form in which they are provided by Emory or in a form earlier approved by Emory pursuant to subparagraph 2(c) above; (5) research use of the CBCT® Resources must be conducted in a manner consistent with the philosophy and methodology of Emory's cognitively based compassion training program, as such philosophy and methodology has been or is conveyed to Authorized Instructors; (6) upon request, the status and results of the research shall be shared with Emory, provided that the Emory shall maintain the confidentiality of any unpublished research results, unless obligated to disclose them by applicable law; and (7) Emory will be notified in advance of any publication or dissemination of research concerning CBCT® Resources. For the purpose of this License Agreement, research purposes would include any activity subject to review by an IRB or any activity for which information is collected from participants or subjects and preserved for the purpose of publication.

(i) Courses of instruction or other events utilizing or based on the CBCT® Resources may be conducted only by an instructor that has received the necessary training and has been approved in writing by Emory (an "Authorized Instructor"). LICENSEE shall provide Authorized Instructors with the attached Instructor Guidelines and shall be responsible for causing its Authorized Instructors to fulfill and abide by the Instructor Guidelines. Without limiting the foregoing, LICENSEE shall require each Authorized Instructor to acknowledge receipt of the Instructor Guidelines and to indicate his or her intent to abide by them. As of the execution of this License Agreement, upon compliance with the above requirements, the Authorized Instructors shall be Rodrigo Semeria Ruschel, Norberto Valentin Conde Jimenez Fernandes da Cruz and Eduardo dos Santos Pacífico. Any additional Authorized Instructors must be identified and approved in writing by Emory and are subject to the requirements above. Without limitation of other remedies, Emory shall be entitled to revoke any individual's status as an Authorized Instructor in accordance with the standards set out in the Instructor Guidelines.

(j) Any participant in a course of instruction or other event utilizing or based on the CBCT® Resources will sign a liability waiver substantially in the form provided by the Emory. LICENSEE will preserve records (in an electronic or hard copy format) of all such waivers and will provide copies to the Emory upon request.

3. Payment. The license fee for the Term of this license is waived.

4. Term; Termination; Survival.

a. Term: The term of this License Agreement shall be the twenty-four (24) month period following the Effective Date (the "Term").

b. Termination for Cause. Any Party may terminate this License Agreement at any time for "Cause," which shall consist only of the following: (i) a material breach of this License Agreement which remains uncured for more than thirty (30) days following written notice identifying the alleged breach to the allegedly breaching Party with reasonable specificity; or (ii) an indictment or other credible allegation that a Party has committed a serious crime or offense, such as securities fraud, wire fraud, racketeering, bribery, or other corrupt or intentionally deceptive practices relating to this License Agreement. Termination shall be effective upon the terminating Party's delivery of written notice identifying the Cause for termination to the non-terminating Party.

c. Termination Obligations; Survival. The license to the CBCT® Resources granted in Paragraph 1 above shall cease upon the Effective Date of termination of this License Agreement, except as necessary for an Authorized Instructor to complete a Course-in-Progress. As of the effective date of termination, as applicable, and without limitation of any other rights of Emory, LICENSEE agrees to discontinue and cease all (i) reproduction, distribution, performance, or display of CBCT® Resources or any derivatives thereof, (ii) preparation of any derivative work of any CBCT® Resources, or (iii) use of the CBCT® Mark as a trade name, trademark, service mark, or other identifying indicia of any of LICENSEE's goods or services. Authorized Instructors shall retain the right to use the CBCT® Resources for their private, personal reference and in any manner permitted by applicable law in the absence of permission or authorization, including but not limited to fair use pursuant to 17 U.S.C. § 107. Except as explicitly specified elsewhere, all other rights and obligations of this License Agreement shall cease upon the effective date of termination.

5. Representations and Warranties. Each Party represents that such Party has the authority to enter into this License Agreement and that, to the best of such Party's knowledge, such Party's fulfillment of such Party's duties pursuant to this License Agreement will not violate any agreement or other obligation to a third party.

6. Liability. Except in the case of fraud or intentional misconduct, neither Emory nor any of its employees shall be held liable for direct or consequential damage resulting from the use of the CBCT® Resources. CBCT® Resources IS LICENSED AS-IS, AND, except as expressly set forth herein, EMORY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RESPECTING ANY OF CBCT® Resources OR ANY OTHER MATTER RELATED TO THIS AGREEMENT. LICENSEE will hold Emory harmless from and indemnify Emory for any and all claims and causes of action arising out of LICENSEE's use of the CBCT® Resources and any matter or activities related thereto, including any attorneys' fees and related expenses incurred by Emory to evaluate, respond to, or defend any such claims or causes of action, without regard to whether formal proceedings have been instituted, except insofar as such claim or cause of action is due to Emory. Likewise, Emory shall hold LICENSEE harmless from and indemnify

LICENSEE for any and all claims and causes of action arising out of Emory's breach or negligence hereunder and any matter or activities related thereto, including any attorneys' fees and related expenses incurred by LICENSEE to evaluate, respond to, or defend any such claims or causes of action, without regard to whether formal proceedings have been instituted, except insofar as such claim or cause of action is due to LICENSEE.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia

8. Forum. Emory may initiate any dispute arising from this License Agreement, including without limitation its validity, interpretation, performance, or termination, and any consequences thereof, in the United States District Court for the Northern District of Georgia, if subject matter jurisdiction is available, or within the courts of DeKalb County, Georgia. LICENSEE hereby waives any and all objections relating to jurisdiction or venue for any suit initiated in one of the foregoing forums, including lack of personal jurisdiction, improper venue, forum non conveniens, and transfer for the parties' convenience

9. Use of Name; Publicity. Neither party (including its employees and agents) will use the other party's name in any publicly available or disseminated materials without consent, provided, however that this Paragraph (i) shall not restrict truthful and accurate references made in any curriculum vitae or equivalent biographical materials and (ii) is not intended to prohibit any use of a mark or name that would be permissible under applicable law in the absence of this License Agreement.

10. Notices. Any notice required or permitted under this License Agreement must be in writing and shall be effective upon the earlier of: (1) receipt by the Party being notified; or (2) the sending Party's receipt of confirmation from a nationally-recognized carrier that the notice in question has been delivered to the receiving Party. Written notices required or permitted under this License Agreement shall be sent to the following Party representatives:

<p>For Emory University:</p> <p>Emory University Office of Technology Transfer 1599 Clifton Rd., 4<sup>th</sup> Floor Atlanta, Georgia 30322 ATTN: Director <a href="mailto:ottlegl@emory.edu">ottlegl@emory.edu</a></p>	<p>For LICENSEE:</p> <p>Associação Gaia+ Rua Dona Santina 291 Bairro São Luiz Piracicaba / SP CEP 13405-369 ATTN: Director <a href="mailto:contato@gaiamais.org">contato@gaiamais.org</a></p>
<p>With a copy to</p> <p>Dr. Lobsang Tenzin Negi Department of Religion, Emory University Mailstop: 1535/002/1AA 537 Kilgo Cir.</p>	

Callaway S214 Atlanta, Georgia 30322	
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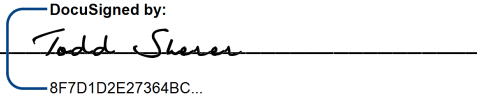
The Parties may change their representatives for receipt of notice by sending a notice that complies with this Paragraph and identifies by name the new representative for receipt of notice and provides his or her address for receipt of written correspondence.

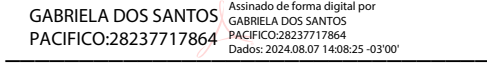
11. Miscellaneous. No Party may assign any of rights or responsibilities under this License Agreement without the prior written consent of all other Parties. This License Agreement may be amended only by a writing signed by authorized representatives of all Parties. This License Agreement represents the entire agreement between and among the Parties with respect to use of CBCT® Resources, and it supersedes any prior communications, representations, or agreements, whether verbal or written, with respect to this subject matter.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this License Agreement in the spaces indicated below, effective as of the date of the last signature.

**EMORY UNIVERSITY**

**LICENSEE**

By:  8F7D1D2E27364BC...

By: 

Name: Todd T. Sherer, Ph.D.  
Title: Assoc. VP for Research & Exec. Director, Office of Technology Transfer

Name: Gabriela dos Santos Pacífico  
Title: Executive Director of Gaia+

Date: 8/7/2024

Date: July 12, 2024

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## INSTRUCTOR GUIDELINES

Emory University, a Georgia non-profit corporation, by and through its Center for Contemplative Science and Compassion-Based Ethics (“Emory,” the “Center for Contemplative Science and Compassion-Based Ethics,” or “CCSCBE”) has entered into a license agreement with the institutional employer of the individual identified below (the “Authorized Instructor”) concerning Emory’s CBCT® courses and programs. This license agreement with the Authorized Instructor’s employer is referred to below as the “License Agreement,” and Authorized Instructor’s employer is referred to as the Licensee. Authorized Instructor intends to offer CBCT® courses and programs or to use proprietary CBCT® materials in connection with Authorized Instructor’s employment by Licensee, and, accordingly, Authorized Instructor agrees to abide by the following standards, terms, and conditions (the “Instructor Guidelines”):

1. Authorization to Offer CBCT® Courses and use CBCT® Resources and the CBCT® Mark. Any capitalized term in these Instructor Guidelines that is not otherwise defined shall have the meaning given to it in the License Agreement. Authorized Instructor is authorized to offer CBCT® Courses and to use CBCT® Resources and the CBCT® Mark only to the extent permitted by the License Agreement, and Authorized Instructor agrees to abide by the restrictions within the License Agreement.

2. Mutual Commitment to Improvement. CCSCBE will offer occasional meetings or videoconferences to explain and explore CBCT® program developments, including new materials and approaches, which will help instructors remain up to date with CBCT® content and materials. CCSCBE will also communicate with Authorized Instructor about changes and developments in the CBCT® protocol and program. Authorized Instructor agrees to make a reasonable effort to understand changes and to incorporate them into Authorized Instructor’s understanding and presentation of CBCT® Courses. Without limiting the foregoing, Authorized Instructor agrees to attend a full CBCT® instructional program offered by Emory or the summer retreat offered by Emory, at least once every 3 years for the first 9 years of these Instructor Guidelines.

3. Maintenance of Authorization. CCSCBE will communicate official notices to Authorized Instructor via the email address provided by Authorized Instructor for such purposes. Updates or changes to Authorized Instructor’s email address must be provided to CCSCBE in writing. Each Authorized Instructor is responsible for maintaining authorization to offer CBCT® Courses and reviewing all communications from CCSCBE. An individual’s status as an Authorized Instructor may be terminated by Emory for any material breach of the terms of these Instructor Guidelines by the Authorized Instructor that remains uncured for more than thirty (30) days following written notice of the breach to LICENSEE. An individual’s status as an Authorized Instructor will terminate automatically if Authorized Instructor fails to fulfill the ongoing educational requirements of Paragraph 2 above. Authorized Instructor agrees to respond promptly

to CCSCBE's reasonable inquiries concerning Authorized Instructor's CBCT® activities. Without limiting the foregoing, an individual's Authorized Instructor status may be terminated by Emory, in Emory's sole discretion, if Emory determines that Authorized Instructor has not maintained the knowledge and proficiency necessary to offer CBCT® Courses, provided, however, that Authorized Instructor shall have a thirty (30) day period to demonstrate Authorized Instructor's proficiency or propose a remediation plan before any termination for this reason.

4. Standards for Conducting CBCT® Courses. Authorized Instructor agrees to maintain high standards of professionalism in connection with each offering of a CBCT® Course. Authorized Instructor agrees that such professional practices shall include:

- Timely and clear communication with CCSCBE, CBCT® class participants, and all parties involved in organizing, hosting, sponsoring, or attending CBCT® Course.
- Arriving early for classes and meetings related to a CBCT® Course and allocating sufficient time to set up event spaces prior to the scheduled beginning of the class and to leave spaces in acceptable condition when complete, or otherwise arranging for these activities.
- Preparing and presenting well-organized classes, following the established CBCT® Course protocol, and refraining from modification of the protocol for specific populations or situations, except as permitted by and in accordance with the terms of the License Agreement.
- Working pro-actively to create conducive conditions for teaching CBCT® Courses including: informing students in advance regarding the venue location, access, and parking as appropriate, arranging for the availability of appropriate chairs and meditation cushions, ensuring access to restroom(s), addressing any apparent hazardous conditions.
- Maintaining a respectful manner of dress and speech during CBCT® activities.
- Promoting a friendly, safe, and welcoming environment for all participants and treating all students with respect. In the event that a participant appears to need immediate medical attention, Authorized Instructor shall call 9-1-1 and request professional assistance.
- Complying at all times with any applicable law, regulation, ordinance, or other legally binding requirement.

5. Confidentiality. Authorized Instructor agrees that any personal information shared in a CBCT® Course is to be maintained as confidential, both during and after the CBCT® Course. Authorized Instructor will not disclose any personal information shared

in the CBCT® Course outside the CBCT® Course or in any form of media. Authorized Instructor will communicate this expectation of confidentiality clearly to all participants.

6. Restrictions on Representations and Solicitations. Authorized Instructor will not state or imply any therapeutic benefits from the CBCT®Course protocol or otherwise make unsupported claims about the efficacy or effects of any practices presented in a CBCT®Course. During any CBCT® Course, Authorized Instructor will not solicit any money or other donations; sell or offer to sell any goods or services; advertise or otherwise promote any goods or services; or engage in any negotiations or discussions concerning the purchasing, renting, or leasing of any property, goods, or services, provided, however, that (i) Authorized Instructor may provide participants with information about other CBCT®Courses; and (ii) the foregoing restrictions of this Paragraph 5 shall not apply to any communications or statements concerning Licensee's activities and programs. When discussing or describing the authorship, development, source, or origin of the CBCT®Program, Authorized Instructor will mention and make clear that the CBCT®program was developed at Emory University and is administered by the Center for Contemplative Science and Compassion-Based Ethics.

7. Research Activities. Authorized Instructor may use CBCT®materials, including any CBCT®Course protocol or technique, for research purposes only in compliance with the requirements of the License Agreement applicable to research activities, including subparagraph 2(h).

8. CBCT® Resources and the CBCT® Mark. Authorized Instructor will comply with the provisions concerning CBCT® Resources and the CBCT® Mark in the License Agreement. CCSCBE reserves the right to update and otherwise modify the CBCT® Resources. Authorized Instructor agrees to use the most current version of the CBCT® Resources, provided, however, that Authorized Instructor shall not be required to use the modified version of a CBCT® Resource for any event scheduled to occur within thirty (30) days of the release of a modification to a CBCT® Resource. Authorized Instructor may modify the CBCT® Resources or incorporate them into other works only to the extent authorized by the License Agreement. Notwithstanding the foregoing, Authorized Instructor may create supplementary and complementary exercises that are not derived from and do not incorporate substantial portions of the CBCT® Resources for use in connection with a CBCT® Course, provided that any such materials are consistent with the CBCT® Course protocol and standards.

9. Responsibility for Obtaining Liability Waiver from CBCT® Course Participants. Authorized Instructor will comply with the License Agreement's requirements with respect to obtaining signed liability waivers from each participant in a CBCT® Course.

10. Termination/Expiration. In addition to the grounds for termination stated above, an individual's Authorized Instructor status will automatically terminate in the

event that the License Agreement is terminated or expires. If an individual's Authorized Instructor status is terminated for any reason, the following requirements shall apply: (i) Authorized Instructor will cease teaching or offering any CBCT® Courses or other events; (ii) Authorized Instructor will cease all reproduction, distribution, or other use of all CBCT® Resources; (iii) Authorized Instructor will not state or imply that Authorized Instructor continues to be authorized to offer a CBCT® Courses; and (iv) Authorized Instructor will cease use of the CBCT® Mark, and any name or mark confusingly similar thereto, in connection with any courses, events, goods, or services offered by Authorized Instructor.

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