

**LIMITED NON-ROYALTY BEARING PUBLICATION AND DISTRIBUTION COPYRIGHT
AND TRADEMARK LICENSE AGREEMENT**

I. GENERAL

- A. This Publication and Distribution Copyright and Trademark License Agreement (Agreement) is entered into between Co-Dependents Anonymous, Inc., an Arizona Corporation located at P.O. Box 33577, Phoenix, AZ 85067 (LICENSOR) and each individual (LICENSEE) listed below residing in Japan (Country) on January 24th, 2014 (the "Effective Date").
- B. This Agreement governs, among other things, each LICENSEE's publication and distribution of LICENSOR'S copyrighted publications, the list of which publications to be translated under this agreement is attached as Exhibit A to this agreement ("Licensed Materials"). This Agreement also governs each LICENSEE'S use of "CODA," U.S. Reg. No. 1,671,038; "CODA," U.S. Reg. No. 4,058,982; "CODA Logo," U.S. Reg. No. 1,672,568; "CO-DEPENDENTS ANONYMOUS," U.S. Reg. No. 4,015,664; "CODA," International TM Reg. No. 1070898; "CO-DEPENDENTS ANONYMOUS," International TM Reg. No. 1070327; "CO-DEPENDENTS ANONYMOUS," Canada TM Reg. No. TMA849218; "CODA," European Union TM Reg. No. 1070898; "CODA," Norway TM Reg. No. 1070898; "CODA," Japan TM Reg. No. 1070898; "CO-DEPENDENTS ANONYMOUS," European Union TM Reg. No. 1070327; "CO-DEPENDENTS ANONYMOUS," Japan TM Reg. No. 1070327; "CODA," Mexico TM App. No. 1334217; "CODA," Mexico TM App. No. 1355797, and all other related or similar registered trademarks and pending trademark applications throughout the world owned by LICENSOR (collectively, the MARKS). By signing below, each LICENSEE acknowledges that LICENSOR has been using the MARKS in commerce in the country in which each LICENSEE is located and that any use by any LICENSEE of the MARKS under this Agreement inures to the benefit of LICENSOR.

II. GRANT

- A. Upon the terms and conditions set forth in this Agreement, LICENSOR grants to each LICENSEE a non-royalty bearing, nonexclusive right, license, and privilege to copy, publish, and distribute copies of the Licensed Materials in paper form only. The list of LICENSOR'S publications covered by this Agreement is set forth in Exhibit A. LICENSOR also grants to LICENSEE a limited right, license, and privilege to affix the MARKS to the copies of the Licensed Materials made under this Agreement.
- B. The license hereby granted extends only to each LICENSEE and not to any person, affiliated organization, employee, relative, or immediate family member of any LICENSEE other than organizations and/or individuals which LICENSEE has contracted with to carry out the printing of the Licensed Materials. The license of the MARKS provides only the right to affix the marks to the list of publications set forth in Exhibit A and no other rights.

- C. This Agreement does not restrict or limit LICENSOR's rights to utilize the Licensed Materials or the MARKS in any manner whatsoever.
- D. Title to the Licensed Materials and the MARKS remains in LICENSOR and nothing in this Agreement should be construed as conveying any interest in the Licensed Materials or the MARKS to any LICENSEE or any third party. No LICENSEE is granted rights to translate or create any derivative works of the Licensed Materials by virtue of this Agreement.
- E. The term of the license granted hereunder is for a period of one year from the Effective Date of this Agreement. As to each LICENSEE, if that LICENSEE does not obtain a Publication Renewal Authorization in the form set forth in Exhibit B from the Translation Management Committee of LICENSOR, executed by LICENSOR, and if that LICENSEE does not execute and return the Publication Renewal Authorization to LICENSOR within a year from the Effective Date, this Agreement will terminate one year from the Effective Date.
- F. LICENSEE agrees to provide a report annually of total sales as well as sales of each of the individual publications listed in Exhibit A. The report shall contain the number of documents sold for each publication as well as total gross revenue of sales (minus shipping and handling) for all publications.

III. QUALITY CONTROL

- A. Each LICENSEE acknowledges that the MARKS have come to signify a high level of quality to the purchasing public. The parties further agree that it is important to each party and to the purchasing public that the goodwill in the MARKS be retained and enhanced, and that the provision of quality products and services under the MARKS is the essence of this Agreement.
- B. Each LICENSEE agrees to maintain at all times a consistent level of quality of products and services provided to end users (hereinafter referred to as "Acceptable Level of Quality") under the MARKS. This level of quality shall be mutually agreed upon between LICENSOR and each LICENSEE.
- C. LICENSOR shall have the right at any time to conduct during regular business hours an examination of the treatment, products, and services offered by each LICENSEE to ensure they meet the Acceptable Level of Quality. If at any time LICENSOR determines that any LICENSEE's products or services fail to be of the Acceptable Level of Quality, LICENSOR shall notify that LICENSEE and that LICENSEE shall make such changes as mutually agreed.

IV. MARKING

- A. Each LICENSEE shall comply with reasonable conditions set forth in writing from time to time by LICENSOR with respect to style, appearance, and manner of use of the MARKS being affixed. Each LICENSEE shall always use the TM or ® symbol in connection with the corresponding one of the MARKS being used to indicate that trademark rights are being asserted by its use. Upon receiving notice from LICENSOR that LICENSOR'S application for registration has matured into a registration, each LICENSEE shall promptly change the symbol associated with the mark to the ® symbol. Upon notification by LICENSOR that use of either symbol is missing, incorrect or unacceptable, each LICENSEE shall promptly correct its use. In addition, each LICENSEE agrees to affix all copyright notices provided by LICENSOR on all copies of each of the Licensed Products published and distributed by that LICENSEE.

V. POLICING

- A. Each LICENSEE shall promptly notify LICENSOR in writing in the event it becomes aware of any third party infringing, misusing, diluting, derogating, or otherwise violating LICENSOR's rights in the Licensed Products and the MARKS.

VI. ASSIGNMENT & SUBLICENSING

- A. No LICENSEE shall assign, sublicense, or otherwise transfer any rights granted under this agreement without the prior written consent of LICENSOR.

VII. TERMINATION AND EXPIRATION

- A. For purposes of this Agreement, the term "Default" shall mean the failure of a LICENSEE to fully and timely perform any of its obligations under this agreement (including the failure to provide annual reports of sales, or properly affix the MARKS), which failure continues for thirty (30) days after written notice to that LICENSEE from LICENSOR reasonably specifying such failure;
- B. The license granted to each LICENSEE under this Agreement together with any and all rights of that LICENSEE shall terminate ("Termination") upon the first of: (1) a date of Termination given in a written notice by LICENSOR to that LICENSEE following a Default, but in no event sooner than sixty (60) days following the Default; (2) the end of the Term in Section II.E of this Agreement; (3) upon a date of Termination given in a written notice by that LICENSEE to LICENSOR following receipt by LICENSOR of all Licensed Materials provided to that LICENSEE.
- C. Notwithstanding any Termination, the obligations of each LICENSEE set forth herein shall survive this Agreement and shall remain in full force and effect in accordance with their respective terms, without modification, limitation or impairment of any kind.

VIII. WARRANTIES

- A. LICENSOR warrants that it is the owner by assignment or the licensee of the works of authorship comprising the Licensed Materials and the owner of the MARKS. LICENSOR agrees to indemnify and hold harmless each LICENSEE and its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by LICENSOR herein.

IX. CHOICE OF LAW AND FORUM

- A. The terms of this Agreement shall be governed and construed in accordance with the laws of the State of Arizona, without giving effect to its conflict of law principles. Any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Maricopa County, Arizona. The parties consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

X. INTEGRATION

- A. This Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between them, oral or written. The parties acknowledge that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party, person or entity whatsoever, prior to the execution of this Agreement.

In WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

Codependents Anonymous Inc. Board Officer 1

Florence^{M.} Freund

Name

Florence M. Freund

Signature

CoDA Board Chair

Title Co-dependents Anonymous, Inc

02/11/14

Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2

HALBERT HARVARO

Name

Halbert Harvaro

Signature

CODA Board Vice-Chair

Title

2014-02-25

Date in YYYY-MM-DD format

LICENSEE1

Tadahiko Miyachi

Full legal name

Tadahiko Miyachi

Signature

1-14-14, Nishi-Sakado, Sakado-shi

Address

Saitama, 350-0247, Japan

Address

January 24th in 2014

Date in YYYY-MM-DD format

LICENSEE2

Yutaka Yanagisawa

Full legal name

Yutaka Yanagisawa

Signature

588-22, Oobusuma, Kasukabe-shi

Address

Saitama,344-0116,Japan
Address

January 24th in 2014
Date in YYYY-MM-DD format

Exhibit A

LIST OF PUBLICATIONS

English versions of the following 10 documents are available in CoDA Meeting Starter Packet 2006 version, US registration number

1. Japanese Meeting Handbook
2. CoDA-Japan's Meeting Format
3. CoDA-Japan's Closing Words
4. CoDA-Japan's Words for Newcomers
5. Japanese translation of **The Preamble of Co-Dependents Anonymous** which is available at <http://coda.org/tools4recovery/preamble.htm>
6. Japanese translation of **The Welcome of Co-Dependents Anonymous** which is available at <http://coda.org/tools4recovery/welcome.htm>
7. Japanese translation of **The Serenity Prayer** which is available at <http://coda.org/tools4recovery/serenity-prayer.htm>
8. Japanese translation of **The Twelve Steps of Co-Dependents Anonymous** which is available at <http://coda.org/tools4recovery/twelve-steps.htm>
9. Japanese translation of **The Twelve Traditions of Co-Dependents Anonymous** which is available at <http://coda.org/tools4recovery/twelve-traditions.htm>
10. Japanese translation of **The Twelve Promises of Co-Dependents Anonymous** which is available at <http://coda.org/tools4recovery/twelve-promises.htm>
11. Japanese translation of the **CoDA Opening Prayer** which is available at <http://coda.org/tools4recovery/opening-prayer.htm>
12. Japanese translation of the **CoDA Closing Prayer** which is available at <http://coda.org/tools4recovery/closing-prayer.htm>
13. Japanese translation of the **CoDA Guide to Sharing**, which located on page 36 of the **CoDA Meeting Starter Packet** which is available at <http://coda.org/pdfs/Meeting%20Starter%20Packet.pdf>

14. Japanese translation of **What is "Crosstalk"?** which located on page 36 of the **CoDA Meeting Starter Packet** which is available at <http://coda.org/pdfs/Meeting%20Starter%20Packet.pdf>
15. Japanese translation of **Patterns and Characteristics of Codependence 2011** which is available at <http://coda.org/tools4recovery/Patterns%202011.htm>
16. Japanese translation of **Recovery Patterns of Codependence**, US registration number TX 7-633-325, which is available at <http://coda.org/tools4recovery/Patterns2-2011.htm>
17. Japanese translation of **Positive Affirmations 1988**

Codependents Anonymous Inc. Board Officer 1

Florence Freund

Name

Glorance Freund

Signature

CoDA Board Chair

Title

2014-02-11

Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2

~~Halbert~~ HALBERT HAROUK

Name

Halbert Harouk

Signature

CoDA Board Vice Chair

Title

2014-02-26

Date in YYYY-MM-DD format

LICENSEE1

Tadahiko Miyachi

Full legal name

Tadahiko Miyachi

Signature

1-14-14,Nishi-Sakado,Sakado-shi

Address

Saitama,350-0247,Japan

Address

January 24th in 2014

Date in YYYY-MM-DD format

LICENSEE2

Yutaka Yanagisawa

Full legal name

Yutaka Yanagisawa

Signature

588-22,Oobusuma,Kasukabe-shi

Address

Saitama,344-0116,Japan

Address

January 24th in 2014

Date in YYYY-MM-DD format

Exhibit B

Publication Renewal Authorization

In reference to the Limited Non-Royalty Bearing Publication and Distribution Copyright and Trademark License Agreement between LICENSOR and each LICENSEE listed below, effective _____, each LICENSEE has permission to continue the exercise of the granted rights under the Agreement with respect to the list of publications set forth in Exhibit A for one year from the date of execution by all parties of this Exhibit.

Codependents Anonymous Inc. Board Officer 1

Florence Freund

Name

Florence Freund

Signature

CODA BOARD CHAIR

Title

2014-02-11

Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2

HALBERT HARUAKY

Name

Halbert Haruak

Signature

CODA Board Vice Chair

Title

2014-02-26

Date in YYYY-MM-DD format

LICENSEE1

Full legal name

Signature

Address

Address

Date in YYYY-MM-DD format

LICENSEE2

Full legal name

Signature

Address

Address

Date in YYYY-MM-DD format

Exhibit B

COPYRIGHT ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made by and between Tadahiko Miyachi, a resident of Japan, residing at 1-14-14, Nishi-Sakado, Sakado-shi, Saitama, 350-0247, Japan, a national of Japan, (ASSIGNOR) and Co-Dependents Anonymous, Inc., an Arizona Corporation located at P.O. Box 33577, Phoenix, AZ 85067 (ASSIGNEE).

WHEREAS, Assignor created a translation of the work(s) of authorship entitled 1.CoDA-Japan's Meeting Format, 2.CoDA-Japan's Closing Words, 3.CoDA-Japan's Words for Newcomers ("the Copyright(s)") and acknowledged that Assignee is the owner of an undivided whole interest in the Copyright(s), including all rights throughout the world, including translation thereof, and warrants that Assignor creating the translation of the Copyright(s) is a national of domiciled in the country set forth above;

WHEREAS, Assignee desires to acquire an undivided whole interest in the Assignor's right, title and interest, if any, in the translation of the Copyright(s) in all countries;

NOW, THEREFORE, for the consideration of USD \$10.00 and the opportunity to perform the translation, the adequacy of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its legal representatives, successors and assigns, all of Assignor's right, title and interest in and to the Copyrights, as well as any registrations and copyright registration applications relating thereto, along with the right to secure renewals, reissues, and extensions of the Copyright(s); all works based upon, derived from, or incorporating the Copyright(s); all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights; and all rights corresponding to the foregoing throughout the world. Without additional consideration, Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its designee the rights assigned herein.

Executed this 24th day of January, 2014 at Sakado-shi, Saitama, Japan

(City, State, Country)

By: Tadahiko Miyachi

Exhibit B

COPYRIGHT ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made by and between Yutaka Yanagisawa, a resident of Japan, residing at 588-22, Oobusuma, Kasukabe-shi, Saitama, 344-0116, Japan, a national of Japan, (ASSIGNOR) and Co-Dependents Anonymous, Inc., an Arizona Corporation located at P.O. Box 33577, Phoenix, AZ 85067 (ASSIGNEE).

WHEREAS, Assignor created a translation of the work(s) of authorship entitled 1.CoDA-Japan's Meeting Format,2.CoDA-Japan's Closing Words,3.CoDA-Japan's Words for Newcomers ("the Copyright(s)") and acknowledged that Assignee is the owner of an undivided whole interest in the Copyright(s), including all rights throughout the world, including translation thereof, and warrants that Assignor creating the translation of the Copyright(s) is a national of domiciled in the country set forth above;

WHEREAS, Assignee desires to acquire an undivided whole interest in the Assignor's right, title and interest, if any, in the translation of the Copyright(s) in all countries;

NOW, THEREFORE, for the consideration of USD \$10.00 and the opportunity to perform the translation, the adequacy of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its legal representatives, successors and assigns, all of Assignor's right, title and interest in and to the Copyrights, as well as any registrations and copyright registration applications relating thereto, along with the right to secure renewals, reissues, and extensions of the Copyright(s); all works based upon, derived from, or incorporating the Copyright(s); all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights; and all rights corresponding to the foregoing throughout the world. Without additional consideration, Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its designee the rights assigned herein.

Executed this 24th day of January, 2014 at Kasukabe-shi, Saitama, Japan

(City, State, Country)

By: Yutaka Yanagisawa