

CO-DEPENDENTS ANONYMOUS PUBLICATIONS TRANSLATION AGREEMENT

I. GENERAL

- A. This Translation Copyright 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: Rasiuk, Gabriel, a resident of Israel residing at 7 Rotem St., Beer Sheva 84842; Polatsek, Rami, a resident of Israel residing at 6 Levi St., Jerusalem 93628; Shavit, Aviva, a resident of Israel residing at Kibbutz Tzora 99803; Lubinski, Debbie, a resident of Israel residing at 15 Diskin St., Jerusalem 96440, (LICENSEES), on 2013-08-06 (the "Effective Date").
- B. This Agreement governs, among other things, LICENSEE(s)'s translation 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").

II. GRANT

- A. Upon the terms and conditions set forth in this Agreement, LICENSOR grants to LICENSEE(s) a non-royalty bearing (no payments required), nonexclusive right, license, and privilege to make a translation of the Licensed Materials into Hebrew.
- B. The license hereby granted extends only to the person(s) of LICENSEE(s) and not to any organization, employee, relative, or immediate family member of LICENSEE(s). LICENSEE(s) agrees to not distribute the Licensed Materials or any translation thereof to any other individual, organization, or governmental body or department.
- C. This Agreement does not restrict or limit LICENSOR's rights to utilize the Licensed Materials in any manner whatsoever.
- D. Title to any and all translations of the Licensed Materials vests in LICENSOR upon the fixing of such translations in a tangible medium of expression. LICENSEE(s) agrees to execute a confirmatory assignment of any and all translations created upon request of LICENSOR. The confirmatory assignment shall be substantially in the form of Exhibit B – "Copyright Assignment" or in such other form satisfactory to LICENSOR. LICENSEE(s) further agrees to convey the signed assignments to LICENSOR. All translations shall become the exclusive property of LICENSOR, and LICENSEE(s) shall be deemed to have assigned and relinquished all rights, title and interest in and to such translations by virtue of this Section under U.S. law, the law of the country(ies) of LICENSEE(s)'S residence and citizenship/nationality, and the Berne Convention for the Protection of Literary and Artistic Works by virtue of undertaking the translation of the Licensed Materials. Furthermore, LICENSEE(s) agrees to testify in all legal proceedings, sign all lawful papers, and otherwise perform all acts necessary or appropriate to enable LICENSOR and its successors and assigns to obtain and enforce all available legal

protections for all such translations of the Licensed Materials in all countries, at LICENSOR'S expense.

- E. The term of the license granted hereunder is for the period of time required to complete the translation of the Licensed Materials, and terminates automatically upon delivery of the completed translations to LICENSOR.

III. POLICING

- A. LICENSEE(s) 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 Materials.

IV. ASSIGNMENT & SUBLICENSING

- A. LICENSEE(s) shall not assign, sublicense, or otherwise transfer any rights granted under this agreement without the prior written consent of LICENSOR.

V. TERMINATION AND EXPIRATION

- A. For purposes of this Agreement, the term "Default" shall mean the failure of LICENSEE(s) to fully and timely perform any of its obligations under this agreement which failure continues for thirty (30) days after written notice to LICENSEE(s) from LICENSOR reasonably specifying such failure;
- B. The license granted to LICENSEE(s) under this Agreement together with any and all rights of LICENSEE(s) shall terminate ("Termination") upon the first of: (1) a date of Termination given in a written notice by LICENSOR to LICENSEE(s) following a Default, but in no event sooner than thirty (30) 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 LICENSEE(s) to LICENSOR following receipt by LICENSOR of all Licensed Materials provided to LICENSEE(s).
- C. Upon Termination, LICENSEE(s) agrees to return all Licensed Materials received from LICENSOR and to destroy all completed and partially completed translations of the Licensed Materials within 15 days of Termination.
- D. Notwithstanding any Termination, the obligations of LICENSEE(s) 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.

VI. WARRANTIES

- A. LICENSOR warrants that it is the owner by assignment or the licensee of the works of authorship comprising the Licensed Materials. LICENSOR agrees to indemnify and hold

harmless LICENSEE(s), his or her successors and assigns from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fee), arising out of or in any way connected with any breach of any representation or warranty made by LICENSOR herein.

VII. 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.

VIII. 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

LICENSEE 1

Florence M. Freund
Name

Rasiuk, Gabriel
Name

Florence M. Freund
Signature


Signature

Co-Dependents Anonymous
Title Board Chair INC.

Chairperson of the National Translation Committee
Title

10/28/13 2013-10-28
Date in YYYY-MM-DD format

2013-08-06
Date

Codependents Anonymous Inc. Board Officer 2

HALBERT HARUAKO

Name

Halbert Haruako

Signature

Co-Dependents Anonymous, Inc
Vice Chair

Title

2013-11-01

Date in YYYY-MM-DD format

LICENSEE 2

Polatsek, Rami

Name

Rami Polatsek

Signature

Member of the Translation Committee

Title

2013-08-06

Date

LICENSEE 3

Shavit, Aviva

Name

Aviva Shavit

Signature

Member of the Translation Committee

Title

2013-08-06

Date

LICENSEE 4

Lubinski, Debbie

Name

Debbie Lubinski

Signature

Member of the Translation Committee

Title

2013-08-06

Date

Exhibit A

List of Publications to be Translated

Note: This list should only include those items that are currently being translated by the people listed above

1. Twelve Steps and Twelve Traditions Workbook
2. Newcomers Handbook
3. CoDA Meeting Starter Packet
4. CoDA book
5. Affirmation booklet

Codependents Anonymous Inc. Board Officer 1

Florence M. Freund

Name

Florence M. Freund

Signature

Co-Dependents Anonymous, Inc.
Title (CoDA) Board Chair

2013-10-28

Date

LICENSEE 1

Rasiuk, Gabriel

Name

Signature

Chairperson of the National Translation Committee

Title

2013-08-06

Date

Codependents Anonymous Inc. Board Officer 2

Helmut Harward

Name

Helmut Harward

Signature

Co-Dependents Anonymous, Inc.
Title (CoDA) Vice Chair

Title

2013-11-01

Date

LICENSEE 2

Polatsek, Rami

Name

Signature

Member of the Translation Committee

Title

2013-08-06

Date

LICENSEE 3

Shavit, Aviva

Name

Aviva Shavit

Signature

Member of the Translation Committee

Title

2013-08-06

Date

LICENSEE 4

Lubinski, Debbie

Name

Debbie Lubinski

Signature

Member of the Translation Committee

Title

2013-08-06

Date

Exhibit B

COPYRIGHTS ASSIGNMENT

(Note: One of these is completed by each person who participated in the translation for each publication translated

THIS ASSIGNMENT ("Assignment") is made by and between Polatsek Rami, a resident of Israel, residing at 6 Levi st., Jerusalem a national of Israel, (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 Twelve Steps and Twelve Traditions Workbook, Newcomers Handbook, CoDA Meeting Starter Packet, CoDA book, Affirmation booklet ("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 6th day of August, 2013 at Jerusalem, Israel

(City, State, Country)

By: Rami Polatsek

Exhibit B

COPYRIGHTS ASSIGNMENT

(Note: One of these is completed by each person who participated in the translation for each publication translated

THIS ASSIGNMENT ("Assignment") is made by and between Rasiuk Gabriel, a resident of Israel, residing at 7 Rotem St., Beer Sheva a national of Israel, (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 Twelve Steps and Twelve Traditions Workbook, Newcomers Handbook, CoDA Meeting Starter Packet, CoDA book, Affirmation booklet ("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 6th day of August, 2013 at Beer Sheva, Israel

(City, State, Country)

By: _____



Exhibit B

COPYRIGHTS ASSIGNMENT

(Note: One of these is completed by each person who participated in the translation for each publication translated

THIS ASSIGNMENT ("Assignment") is made by and between Lubinski Debbie, a resident of Israel, residing at 15 Diskin St., Jerusalem a national of Israel, (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 Twelve Steps and Twelve Traditions Workbook, Newcomers Handbook, CoDA Meeting Starter Packet, CoDA book, Affirmation booklet ("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 6th day of August, 2013 at Jerusalem, Israel

(City, State, Country)

By: Debbie Lubinski

Exhibit B

COPYRIGHTS ASSIGNMENT

(Note: One of these is completed by each person who participated in the translation for each publication translated

THIS ASSIGNMENT ("Assignment") is made by and between Shavit Aviva, a resident of Israel, residing at Kibbutz Tzora, 99803 a national of Israel, (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 Twelve Steps and Twelve Traditions Workbook, Newcomers Handbook, CoDA Meeting Starter Packet, CoDA book, Affirmation booklet ("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 6th day of August, 2013 at Kibbutz Tzora, Israel

(City, State, Country)

By: _____

Aviva Shavit