



Agreement

For Architects, Developers, Contractors, Builders, Constructors, and Others Involved with any Aspect of the Proprietary Knowledge Applied by The International Institute of Maharishi Sthapatya Veda

between

Ontwikkelingsmaatschappij Fortuinlijk Wonen B.V., Donaustraaf 176, NL-8226 LP Lelystad, The Netherlands (OFW) in its own right and on behalf of Stichting Maharishi Foundation International, P. O. Box 4012, NL-6080 AA Haelen, The Netherlands (MFI) and

First name: Family name:

Street and house number:

Zip code: City: Country:

Telephone: Fax:

Profession: E-mail:

in the following called “the Professional”. In the following OFW and the Professional together are called “the Parties”.

1: Purpose of the Agreement This Agreement defines the relation between the Parties as well as the Professional’s relation to his client in cases where a project is being undertaken to the benefit of a specific individual (in the following called “the Client”). The purpose of the Agreement is to ensure that the theoretical and practical aspects of the knowledge and insight termed ‘Maharishi Sthapatya Veda’ can be applied functionally to projects with regard to architectural design, construction, interior or exterior design and decoration, landscaping, or evaluation of sites, (all of which are called “the project” in the following), without causing any detriment to the authenticity and integrity of this knowledge or the procedures for its application.

The Agreement does not regulate the relation between the Professional and the Client beyond what is of relevance for the protection of Maharishi Sthapatya Veda. If the Professional presently is or in the future shall be in charge of or legally represent any impersonal legal entity such as a limited company, his obligations according to this Agreement shall be considered to be fully binding for the said legal entity as well, and he shall be personally responsible for any violations of this Agreement that may be carried out in the name of the impersonal legal entity in question.

2: Importance of preserving the authenticity and integrity of Maharishi Sthapatya Veda The Parties agree that the knowledge of Maharishi Sthapatya Veda represents a unique and profound insight into the laws and principles governing all aspects of design and construction, and that the individual and social benefits that can be derived from its utilization exclusively depend on its undiluted, pure, and holistic nature. They therefore concur that it is of paramount importance to preserve these essential qualities, which have been restored to Maharishi

Sthapatya Veda in this generation due to the extensive work and effort of OFW and its affiliates under the guidance of His Holiness Maharishi Mahesh Yogi. The Professional acknowledges that OFW and its affiliates have invested considerable resources of finances and time in restoring and reviving the knowledge of Maharishi Sthapatya Veda, and that this fact contributes to the importance of preserving the authenticity and integrity of all aspects of this knowledge. The Parties further agree that the general laws and regulations of society as of today do not offer sufficient specific protection for the theory and the practical application of Maharishi Sthapatya Veda thereby creating a need for this detailed Agreement to supplement the general legislation.

3: Maharishi Sthapatya Veda can only be administered after proper training The Professional is aware that the application of Maharishi Sthapatya Veda in all respects requires a background of education and experience, which is only available with the individuals trained and authorized by OFW for this purpose, and he acknowledges that he himself, having received no such training, does not have any insight in this field of knowledge and therefore would not be able to offer services in the area of Maharishi Sthapatya Veda.

It is clear to the Parties that their relation as defined in this Agreement does not aim at providing the Professional with any training or education in the field of Maharishi Sthapatya Veda. The Professional furthermore accepts that during the implementation of the Project he may encounter information or instructions issued by individuals authorized by OFW based on the principles of Maharishi Sthapatya Veda, which he will not be able to comprehend or consider in the complete and relevant perspective.

4: Essential to only apply the knowledge in its completeness The knowledge of Maharishi Sthapatya Veda is detailed, complex, and highly differentiated with regard to the individuals and the purposes, for which it is utilized. However, certain very basic principles have been extracted by OFW exclusively for the purpose of serving as inspiration and general information for the public. The Professional fully appreciates that these elements of Maharishi Sthapatya Veda, which have been published to society as a whole, are not sufficient to utilize Maharishi Sthapatya Veda design in a concrete project and obtain the desired results.

5: The nature of the cooperation between the Parties When an agreement is entered into for use of Maharishi Sthapatya Veda design for a specific project OFW will provide the information and instructions necessary to implement Maharishi Sthapatya Veda in all details of the project. For the project the Professional will contribute with his expertise in the profession, for which he is qualified as indicated above. Furthermore OFW will provide supplementary information to clarify the instructions and answer additional questions that may arise in the process of realising the Project.

Within the field of his profession the Professional remains fully legally and morally responsible for taking every adequate measure to ensure that for the execution of the project all planning and performance by himself or his employees or sub-contractors are in accord with all relevant public regulations in force as well as the highest current professional standards. He will as a minimum maintain a professional liability insurance policy to the extent required by public regulations or according to established custom for his vocation and covering all his activities and responsibilities in relation to the project. If he finds that an instruction or a proposal issued by individuals authorized by OFW for achieving the correct application of Maharishi Sthapatya Veda will be in conflict with public regulations or technical or safety considerations, he will immediately bring his concerns to the attention of OFW.

The Professional acknowledges that for the project the primary aim is to produce one or more buildings in accordance with Maharishi Sthapatya Veda rather than creating a unique architectural oeuvre, and therefore he cannot uphold any copyrights with regards to the final design and concrete realization of the project. Hence, OFW retains all copyrights to the project and is free to use the designs for the project fully or partially for future projects without being liable to any charge.

6: Confidential Information of Maharishi Sthapatya Veda design For the purpose of this Agreement, "Confidential Information of Maharishi Sthapatya Veda design" shall mean all oral or written information disclosed to the Professional by OFW or its affiliates relating to the architectural design and other principles of Maharishi Sthapatya Veda design or Sthapatya Veda design except for the elements of Maharishi Sthapatya Veda design, which have been published in writing to society as a whole with the consent of OFW. Confidential Information of Maharishi Sthapatya Veda design includes: 1) design according to the principles of Sthapatya Veda to take advantage of natural elements and global or cosmic influences including subdivision design, design of buildings, site evaluation, orientation of buildings, placement of functions within a building; 2) any building or floor plans furnished by OFW as well as specific dimensions for any elements of a Project; 3) the location or site placement of buildings, roads, and amenities within any development, country, city or village; 4) use and

location of windows, doors, masonry, decorative elements, trees and other vegetation including the types, bodies of water including the size, as well as choice of colours; 5) such other instructions and information as may, from time to time, be made available by OFW to the Professional and shall not generally be known by the architectural, design, construction, or real estate development communities at the time of this Agreement.

7: The Professional's obligation to not disclose confidential information The Professional sincerely undertakes in perpetuity, and with the in paragraph 4 mentioned inspirational points as the only exception, not to reveal to any individual or organisation any part of the information or instructions relating to Maharishi Sthapatya Veda, with which he may become familiar, be it in the context of the project or from other sources. He also promises that at no time in the future will he in any way attempt to practically apply any element of the information or instructions without the qualified guidance of the representatives of OFW; nor will he support any other individual or organisation in doing so.

The Professional agrees that his obligations in refraining from unauthorized disclosure or use of the confidential information shall continue regardless of whether this information can be protected under the rules concerning trade secrets. Moreover, he will never in the future, be it in a professional or in a private context, hold himself out to possess a knowledge of Maharishi Sthapatya Veda, which is of any theoretical or practical significance, and he will actively correct any such misunderstandings that he may come across amongst his private or professional contacts.

Always when being in communication about his professional field the Professional will avoid using any of the special terms of Maharishi Sthapatya Veda, including but not limited to the trade marks such as 'Maharishi Sthapatya Veda[®]', 'Sthapatya Veda[®]', and 'Vastu[®]' unless he refers to a specific, authorised Maharishi Sthapatya Veda project. Questions concerning Maharishi Sthapatya Veda he will always refer to be answered by individuals authorized by OFW. In case he is the chief of a company the Professional will furnish to employees, independent contractors, or others who have a legitimate need to know the confidential information a copy of this Agreement for their signature, and he agrees not to keep in the project any individual who would be in a position to become familiar with parts of the confidential information and who has not signed this agreement.

At the termination of the project or of his engagement in the project the Professional shall at his own initiative return all written, graphical, or electronic material, which has been marked as being the property of OFW or its affiliates, including copies of his own drawings, which have been supplemented with comments according to Maharishi Sthapatya Veda. This provision shall cause no infringement of the Professional's copyrights or other intellectual properties and does not include construction documents or other documents that the Professional is required by law to retain.

8: Non-competition The Professional agrees during the term of this Agreement and thereafter for five years not to compete or induce or co-operate with others to compete with OFW or its affiliates in the field of Maharishi Sthapatya Veda, Sthapatya Veda, sthapatyavedic design, Vedic Architecture, or related fields, or similar or confusingly similar fields of architecture, construction or building anywhere in the world. Nothing herein shall be deemed a grant to the Professional, or a waiver by OFW of the use or exclusive use of those terms for any purpose at any time.

9: Termination of the cooperation between the Parties The cooperation between the Parties, which is the subject of the Agreement can be terminated by any of the Parties at the notice of at least 30 days through a letter sent to the above respective addresses. In case of violation by the Professional of any of the provisions of the Agreement, which cannot be fully remedied by him within seven days, OFW is entitled to forthwith terminate the cooperation. In case of termination of the cooperation between the Parties OFW shall immediately inform the Client accordingly. Termination of the cooperation shall not influence the obligations of the Professional with regard to confidentiality, non-disclosure, and non-competition as stated in paragraphs 2, 3, 4, 6, 7, and 8. OFW or the Client, if any, shall incur no liability towards the Professional on the basis of Off's decision to terminate the cooperation according to the provisions of this Agreement.

10: Liability for damages due to violation The Professional accepts to be liable for all direct damages and to indemnify OFW with regard to any direct or indirect claims, demands, losses, or liabilities that may arise from a breach by him of this Agreement. He also accepts that without the necessity of providing security OFW shall be entitled to an injunction, to prevent or intercept a breach of this Agreement. Such injunction shall also be applicable with regard to violations, against which liability claims are invoked, because monetary compensation alone cannot be expected to provide sufficient remedy for violations.

11: Jurisdiction and resolution of dispute Changes to this Agreement may only be made with the written consent of both Parties. The Agreement shall be governed by the national laws of The Netherlands. If a dispute under this Agreement cannot be solved by negotiation, OFW can decide at its discretion to seek to settle the controversy through arbitration in a fully private arrangement. In cases where OFW does not choose arbitration, disputes between the Parties shall be subject to the jurisdiction of the courts of The Netherlands.

In case of arbitration, the arbitral tribunal shall be composed of three arbitrators, of which one shall be appointed by OFW and one by the Professional. The third arbitrator shall be appointed by the two afore-mentioned arbitrators together. One arbitrator must have graduated from the Transcendental Meditation Teacher Training Course, and one of the arbitrators must have completed a legal training. The arbitration shall be carried out in English and hearings shall not be open to the public or to the media. The Parties agree that an arbitration award shall be enforceable by leave of court. For the procedures of private arbitration the provisions in this Agreement shall be supplemented by the principles of the Arbitration Rules of Netherlands Arbitration Institute, in force as of 1 January 1993, and with the practical adjustments and omissions that this Agreement necessitates.

In case OFW chooses not to apply arbitration, a dispute shall be submitted to the decision of a court in The Netherlands. In any dispute, the prevailing Party shall be entitled to all costs of resolving the dispute, including reasonable attorneys' fees. If any part of this Agreement shall be ruled by the competent court to be void or unenforceable the remaining part of the Agreement shall remain in force and be interpreted in accordance with the spirit of the Agreement.

Signed on the date of at the location of
by the Parties with the intention that this Agreement shall be legally and morally binding

As Professional: For OFW:

The Professional signs as: Chief of company Employee of company Independent

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