



INDIVIDUAL CERTIFICATION
and TRAINER AGREEMENT

Participant Name (the "Trainer") _____

Address _____

City _____ Province/State _____

Country _____ Postal Code _____ Telephone _____

E-mail _____ Fax _____

BACKGROUND

The International Coaching Group Inc. ("ICG") and the Trainer (collectively the "Parties" and each a "Party") wish to enter into this Individual Certification and Trainer Agreement (the "Agreement") pursuant to which the Trainer will engage in ICG's Coaching Out of the Box® 5/5/5 Coaching Skills Training Program (the "Program"). Upon successful completion of the Program, the Trainer shall be certified to deliver training specified in section 16 of this Agreement to third parties using the methodologies taught by ICG during the Program and to order certain additional Coaching Out of the Box® materials from ICG.

AGREEMENT

In consideration of the premises and mutual promises in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each Party), the Parties agree as follows:

1. Term and Renewal of Agreement. This Agreement will be in effect for an initial period of one year, beginning on the Effective Date, as defined on the execution page of this Agreement. Unless terminated earlier in accordance with the terms of this Agreement, the Agreement will automatically renew for successive terms of one year each starting on the anniversary of the Effective Date (the "Term") on the same terms and conditions.
2. Grant of License. In accordance with the terms of this Agreement and upon the Trainer's successful completion of the Program, ICG hereby grants to the Trainer the limited, revocable, non-exclusive, and non-transferable license (the "License") for the Term:
 - a) to use the methodologies taught by ICG during the Program to directly train other students, provided that the Trainer does so in a professional and competent manner in accordance with the standards and procedures set by ICG from time to time and in full compliance with all applicable laws;
 - b) to purchase from ICG the materials described in section 6 (the "**Materials**") for use and distribution by the Trainer in the direct training of clients of the Trainer;

The International Coaching Group Inc., #125-6286 203rd Street, Langley B.C V2Y 3S1 Canada – 604 xxx xxxx

1-604-740-3804 contracts@CoachingOutoftheBox.com www.CoachingOutoftheBox.com

- c) to advertise that the Trainer has been certified by ICG as having successfully completed the Program; and
- d) to use the trade-mark “Coaching Out of the Box®” only in referring to the Program or the Materials purchased or otherwise received from ICG and provided that ICG shall have the right to exercise direct or indirect control over the character and quality of such training services in accordance with section 50(1) of the *Trade-Marks Act*.
- e) To use the designation of Coaching Out of the Box™ Digitally Enabled Licensed Trainer (DELT), which may be used in identifying and marketing their services.

For greater clarity, ICG shall have no obligation to grant the License until the Trainer has paid for and successfully completed the Program.

3. All Rights Reserved. Any and all rights not explicitly granted to the Trainer in this Agreement are reserved to ICG. The Trainer acknowledges and agrees that:

- a) the validity of ICG’s exclusive ownership of all rights in and to the copyright in the Materials and the Program for the “Coaching Out of the Box®” trade-mark, and all associated goodwill are for the sole benefit of ICG;
- b) its use of the “Coaching Out of the Box®” trademark will not create in the Trainer’s favour any right, title, or interest to it; and
- c) during the Term and thereafter, apart from any rights specifically granted pursuant to this Agreement, the Trainer will not do or assist others to do anything or omit to do anything that might impair, contest, jeopardize, violate, or infringe the rights granted in the License or ICG’s rights thereto, or do anything to prejudice or hamper the reputation or goodwill of ICG, including, without limitation, copying, reproducing or modifying the Materials or any other copyright-protected work or any substantial part of them in any material form whatsoever or making any claim, use, or application to register, record, or file any trademark, trade name, domain name, or design that is, in the opinion of ICG, identical or confusingly similar to the “Coaching Out of the Box®” trademark, or assist or encourage any other party to do so.

4. No Sublicensing. Successful certification by ICG of the Trainer upon completion of the Program enables the Trainer to use tools the Trainer acquires from the Program to train other people directly. The Trainer will have no right to coach others to be trainers or to assign, license, sublicense, grant or create any interest in the License without the prior written consent of ICG, which may be withheld in its absolute discretion. If such consent is given on any particular occasion, further consents will be required for all subsequent occasions.

5. Advertising. The Trainer may not state or imply in any of its advertising or promotional material, or verbally communicate that it has an exclusive arrangement with ICG, nor that it is functioning as an agent for ICG. The Trainer agrees that if for any reason this agreement is terminated Trainer will immediately cease using any reference to the Coaching Out of the Box® trademark or ICG in all of its advertising.

6. **Materials.** Subject to the terms of this Agreement, ICG will make the Materials available for purchase by the Trainer which Materials ICG may modify from time to time and which includes training materials, charts and other program materials produced by ICG together with associated instruction manuals. Schedule "A" provides a price list for the Materials which are subject to change upon thirty (30) days notice by ICG. The Trainer will be solely responsible for paying for any training materials used to deliver the course.. Trainer agrees to pay all invoices received from ICG by the due date shown on the invoice. For any invoice which becomes past due by the failure of Trainer to pay by the due date, ICG may charge an additional amount of 18% per year on the balance that remains past due.

7. **Confidentiality and Safekeeping of Materials.** The Trainer agrees to maintain the security and confidentiality of the Confidential Information (as defined below) received from ICG, keep all such Confidential Information confidential, and not, directly or indirectly, use, disclose, communicate, publish or reproduce it or cause or allow its use, disclosure, communication, publication or reproduction for any other purpose except as specifically provided under the terms of this Agreement or with ICG's prior authorization and express consent. The Trainer agrees that it, not ICG, shall assume all responsibility for maintaining the confidentiality of any Confidential Information which the Trainer receives from ICG. The covenants contained in this section 7 will survive the termination of this Agreement.

"Confidential Information" means any information which is disclosed by ICG to the Trainer in confidence before and during the term of this Agreement, except for information that the Trainer can show:

- (a) was already known to the Trainer, provided that such information is not known by the Trainer to be subject to any other obligation of secrecy to the Trainer;
- (b) was or becomes generally available to the industry, or as part of the public domain, through no fault of, or disclosure by, the Trainer; or
- (c) was or becomes available to the Trainer from a source other than ICG, provided that the Trainer did not know and had no reason to know that the source had a duty of confidentiality to ICG.

Confidential Information includes any trade secrets or sensitive information concerning ICG's business and affairs, including, without limitation, the terms and conditions of this Agreement, service and operations manuals, past, current and planned research and development, know-how, designs, business plans and strategy, computer software and programs, digital / electronic assets, financial data and any other information, however documented, that is not generally known in the industry.

For greater certainty, the Materials are not Confidential Information.

8. **No Results Guaranteed.** The Trainer understands that the effectiveness of the Program in obtaining specific results in improving organizational and individual behavior or productivity is dependent on a number of variables beyond the control of ICG. Furthermore, Trainer acknowledges that any such improvement may be incapable of measurement. Content of the Program and the Materials are the original works of ICG; ICG is the copyright owner. ICG agrees to and will indemnify and hold the Trainer harmless from

and against all claims of copyright infringement or for the contents of the Program and Materials. This indemnity will survive the termination of this Agreement. NO PART OF THE PROGRAM OR ITS ACCOMPANYING MATERIALS ARE CONSIDERED TO BE PSYCHOLOGICAL TOOLS, AND ARE NOT DESIGNED TO MAKE A DIAGNOSIS OF PSYCHOLOGICAL OR PERSONALITY CHARACTERISTICS, NOR IS IT DESIGNED FOR ANY CLINICAL APPLICATIONS.

9. Disclaimer, Limitation of Liability, Indemnity. ICG expressly disclaims to the fullest extent permitted by law and makes no representations, warranties, conditions, or guarantees of any nature or kind whatsoever, whether expressed, implied or statutory, including related to accuracy, completeness, fitness for a particular purpose, merchantability, non-infringement, results, quality, or arising from custom or trade usage or by any course of dealing or course of performance regarding any rights granted by ICG, or content of the Program or associated materials. In no event will ICG be liable for any losses, or direct, indirect, consequential, punitive, or special damages, even if the Trainer has advised ICG of the possibility of such damages, relating to this Agreement, the Program, or associated materials, including but not limited to loss of data, business, profits, income, use, production, or goodwill, that may be claimed under any theory of liability. Notwithstanding any other provision of this Agreement, under no circumstance will ICG's aggregate liability to the Trainer exceed the fees if any paid or payable by the Trainer to ICG. This Agreement represents a fair allocation of risk and liability, which is reflected by the fees, if any, payable under this Agreement. No action, regardless of form, arising out of the transactions under this Agreement may be brought by the Trainer against ICG more than two (2) years after the cause of action arose. The exclusion of certain warranties and the exclusion or limitation of certain liabilities is prohibited by legislation in some jurisdictions, some of which apply to the Trainer.

10. Indemnification. The Trainer and all persons it represents will indemnify, defend and hold harmless ICG and its past, present and future directors, officers, employees, lawyers, agents, subcontractors, representatives, successors, permitted assigns, related persons and each of them from and against any and all Claims and Proceedings directly or indirectly arising from, connected with or relating to: (a) the Trainer's participation in the Program and actions conducted under the License, or (b) any negligence, misconduct, or breach of this Agreement by the Trainer. "Claims" means third party claims, counterclaims, complaints, demands, causes of action, liabilities, obligations, damages, legal fees, costs, expenses, and disbursements, including without limitation reasonable attorneys' fees and court costs, of any nature or kind, whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal; and "Proceedings" means third party actions, suits, proceedings, and hearings of any nature and kind in any court of law or equity or before any arbitrator or other body, board or tribunal.

11. Termination by the Trainer. The Trainer may terminate this Agreement upon sixty (60) days written notice by the method required under this Agreement to ICG.

12. Termination by ICG. ICG may terminate this Agreement immediately and without notice if the Trainer breaches sections 2, 3, 4, 5 or 7 of this Agreement. ICG may also terminate this Agreement if Trainer fails to pay any invoice on which the Trainer is liable within thirty (30) days after its receipt by the Trainer. Furthermore, ICG may terminate this Agreement without cause upon sixty (60) days written notice to the Trainer.

13. **Effect of Termination and Survival.** The Trainer agrees that upon the termination of this Agreement all licensed rights granted herein shall immediately revert back to ICG and the Trainer will promptly return all Materials (both used and unused) to ICG. The Trainer's obligation to pay fees owing to ICG by the Trainer will survive any termination of this Agreement. Further, sections 3, 4, 5, 6, 7, 9, and 10 of this Agreement and any other provisions reasonably necessary for the interpretation of this Agreement will survive termination.

14. **Notices.** Any notice or other communication in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

If to ICG: Pablo Leites, COO
The International Coaching Group Inc.
C125-6286 203 St, Langley, BC V2Y 3S1 Canada
pablo@coachingoutofthebox.com
Fax: (888) 878-7810 (We should have a phone number here not a FAX)

If to the Trainer: As per the cover page of this Agreement

or at such other address as a Party may designate in writing by delivery of a notice to the other Party at least thirty (30) days before the new address becomes effective.

15. **Miscellaneous**

- A. **No Agency.** Nothing in this Agreement creates a partnership, joint venture, agency or any other relationship between Trainer and ICG.
- B. **Force Majeure.** In the event that ICG is prevented from performing any of its obligations under this contract, including processing obligations, due to war, riot, act of God, work stoppage, electrical power interruptions, mechanical breakdowns, unavoidable casualties, or government edict, its obligations will be suspended during the period of such force majeure. Trainer will not consider any delays in the performance of ICG due to any of such causes as a breach or failure on the part of ICG to perform under this Agreement.
- C. **Governing Law.** This Agreement will be governed exclusively by the laws of the Province of British Columbia and the applicable laws of Canada therein (excluding the United Nations Convention on Contracts for the International Sale of Goods and any rules of private international law or the conflict of laws which would lead to the application of any other laws), and the courts of the Province of British Columbia will have exclusive jurisdiction over the subject matter of this Agreement.
- D. **Severability.** If any term, provision or part of the Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will not be impaired or affected thereby, and each term, provision, and part will continue in full force and effect, and will be valid and enforceable to the fullest extent permitted by law.

- E. **Entire Agreement.** This Agreement represents the entire understanding of the Parties with respect to the services and fees to be provided according to this Agreement and supersedes all prior written and oral communications relating to same. This Agreement can only be amended in writing and must be signed by all Parties to this Agreement.
- F. **Enurement and Assignment.** The provisions of this Agreement will enure to the benefit of and be binding upon each Party and its successors, assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns and personal representatives. ICG may assign this Agreement and its rights and obligations under this Agreement without the Trainer's consent or the consent of any persons it represents. The Trainer may not, by operation of law or otherwise, assign, transfer, delegate, sub-license or grant all or any part of this Agreement or the Trainer's entitlements, rights, duties or obligations under this Agreement to any other person.
- G. **No Waiver.** No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.
- H. **Remedies.** Except as specifically provided herein, the specific rights and remedies of either party under this Agreement are cumulative and not exclusive of any other rights or remedies to which either party may be lawfully entitled under this Agreement or at law or equity, and the parties will be entitled to pursue any and all of their respective rights and remedies concurrently, consecutively and alternatively.
- I. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- J. **Counterpart.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same agreement and the execution and delivery of counterparts of this Agreement by any electronic means by any party shall be binding upon the parties hereto.

This Agreement is executed with an effective date as of the last date shown below (the "Effective Date").

SCHEDULE "A"

The International Coaching Group Inc.

Training and Materials Price List

Licensing Courses Required**Licensed Trainer Tutorial (T4)**

For a previously Coaching Out of the Box® Licensed Trainer (LT) wishing to upgrade to DELT status and access the new version materials.

OR

For the trained coach wishing to be licensed to deliver the 5.5.5 Coaching Skills Training Program.

This program is a self-paced course with support and guidance from a Coaching Out of the Box® Mentor coach.

Upon completion of this course the participant will have reviewed the critical content from the 5.5.5 program and exit with a fully customized delivery plan and script ready for their first delivery.

Each participant will receive both a hardcopy Toolkit and access to the Digitally delivered online Portal.

Designation is a Coaching Out of the Box® Digitally Enabled Licensed Trainer (DELT).

Materials Required for Every Participant You Deliver the Program to.

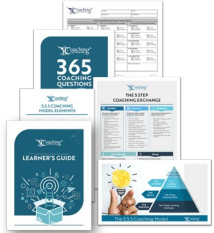
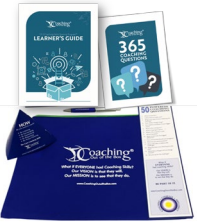


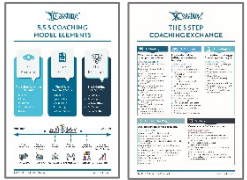
Our agreement specifies the License Trainer (LT) or Digitally Enhanced License Trainer (DELT) will purchase at least ONE of the following Toolkits for EVERY participant involved in the programs they lead or run.

The LT or DELT may purchase and re-sell these toolkits with a markup to their program participants without restrictions.

It is unlawful to duplicate or electronically duplicate/distribute any of these materials for the purpose of re-distribution or re-sale.

**** Prices may change without notice.**

Check the website for the most current information. www.coachingoutofthebox.com

	<p>Online 5.5.5 Digital Toolkit. Coaching Out of the Box® 5.5.5 Coaching Skills Training Program™ toolkit per participant (includes new versions of the Learner's Guide, 365 Coaching Questions Booklet, screen savers and addition model cards and resources.)</p> <p>Access is granted for twelve months after toolkit purchase.</p> <p>\$ 149.95 CDN / \$ 125.00 USD ** plus applicable taxes</p>
	<p>Hardcopy 5.5.5 Toolkit. Coaching Out of the Box® 5.5.5 Coaching Skills Training Program™ toolkit per participant (includes new versions the of the Learner's Guide, 365 Coaching Questions Booklet, Pyramid DVD, Bookmark and Pen)</p> <p>\$ 127.50 CDN / \$ 105.00 USD ** plus applicable taxes. Shipping is included</p>
	<p>Original Hardcopy 5.5.5 Toolkit. Coaching Out of the Box® 5/5/5 Coaching Skills Training Program™ toolkit per participant (includes Learner's Guide, 365 Coaching Questions Booklet, Pyramid DVD, Bookmark and Pen)</p> <p>\$ 127.50 CDN / \$ 105.00 USD ** plus applicable taxes. Shipping is included</p> <p>Online access to the original toolkit may be available via special order. Ask us.</p>
	<p>Extended Access to the Online Digital Toolkit. An annual subscription for an additional twelve-month access to the student portal (Porto) is available and may be purchased at any time by each user. This is purchased directly from Coaching Out of the Box.</p> <p>\$ 59.95 CDN / \$ 49.95 USD ** plus applicable taxes</p>
	<p>Other learning aids, laminated model cards and support material will be made available on the Coaching Out Of The Box website.</p>

All Trainers shall be subject to any and all additional terms of use of any of the software products or other materials as applicable and as required by ICG or other third-party licensor from time to time.

(NOTE: Prices above do not include applicable taxes and may change without notice. Check the website for the most current information. www.coachingoutofthebox.com)