

GETFIVE CERTIFIED COACH NETWORK LICENSE AGREEMENT

This agreement (the "Agreement") is made by and between GetFive LLC, a Delaware limited liability company (f/k/a TFOCC, LLC d/ba/ The Five O'Clock Club (hereinafter known as the "Licensor" or "GetFive") and _____ (the "Licensee").

(ENTER ENTITY NAME OR, IF NOT ENTITY, YOUR PERSONAL NAME)

WITNESSETH:

WHEREAS, Licensor has developed a research-based, holistic, inclusive proprietary methodology (as further defined herein, the "Methodology") of approaching the job search process,

WHEREAS, Licensor has also developed and is the owner of rights, title to, and interest in, certain educational and self help information, knowledge, tools, trademarks, servicemarks and materials (hereinafter and collectively known as the "Materials"),

WHEREAS, Licensor has developed a system for certification of coaches, utilizing both the Methodology and the Materials, as "GetFive Certified Coaches", upon completion of training therefor and assessment ("Training"),

WHEREAS, Licensee becomes a member of "The Coach Network".

WHEREAS, there is significant value to Licensee in being certified as a "GetFive Certified Coach",

WHEREAS, Licensee desires to use the Methodology and Materials in Licensee's rendition of services to others in their private coaching practice and client meetings (hereinafter known as "Licensees' Programs").

WHEREAS, this agreement commences on January 1, 2017 for a period of twelve months. Upon re-certification at the end of 2017, Licensee will sign a new version of this License Agreement or a joinder agreement that this License Agreement is in force and effect (collectively, "New Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and Licensee's payment to Licensor of the amount herein agreed upon, receipt of which is hereby acknowledged, Licensor grants to Licensee, subject to completion of the requirements of Section 1e herein and effective only upon completion of such requirements, the right to use the Methodology and Materials, but solely in accordance with the provisions set forth herein.

1. Grant of License. a. Licensor hereby grants to Licensee, and Licensee hereby accepts, a US-only, personal, non transferable, non exclusive right and license to use the Methodology and Materials upon completion of certification as a GetFive Certified Coach as further set forth herein. Such grant of right and license is limited to the right to reproduce any Material or use the Methodology for the single purpose of personal career coaching (which term does NOT include the teaching or training of career coaches). Under no circumstance shall Licensee resell, give away without consideration or otherwise distribute any portion, whether written or unwritten, of the Training or Methodology. Licensee may render services using the Materials and Methodology in the territory of the US, its possession and territories, only. The Licensor's copyright designation and trademark designations are always to remain on all copies the Materials. Under no circumstances does this limited license include a claim to any ownership right, title to, or interest in any portion of the Methodology or the Materials, nor does this license give Licensee permission to adapt, condense, modify, edit, or repurpose the Methodology or the Materials, in any way (other than what is expressly provided for herein), or in any format or technology, now known or later developed. Further, Licensee is not permitted to sublicense to any third person and/or entity, any portion of the Methodology or the Materials, in whole or in part, without the express prior written consent of Licensor in each instance.

b. Licensee may not assign this Agreement, or assign this license to anyone, including, but not limited to any parent, subsidiary, or affiliate or as part of the sale of any portion of its business, or pursuant to any

merger, consolidation, or reorganization or operation of law, without Licensor's prior written consent, which consent may be withheld in its sole discretion.

c. Licensee agrees and understands that, in order for this License Agreement to have any force or effect, he/she/it must successfully complete Training to Licensor's sole satisfaction. Upon completion of the Training (and only upon completion of the Training) as certified by Licensor, Licensee shall be certified by Licensor as a GetFive Certified Coach during the entire term of this Agreement; however, upon termination of this Agreement, Licensee's certification as such shall also terminate.

d. For purposes of this Agreement, "Methodology" shall mean Licensor's research-based, systematic, time tested, holistic, inclusive proprietary methodology of approaching the job-search and career satisfaction process, also known as the 5-Step Method. The Methodology teaches individuals to understand their career goals in tandem, to treat them holistically, to be realistic and positive about job search, to practice interviewing and networking skills, to understand the difference between "job hunting" and career planning, and to embrace the job search process as an opportunity for development and growth. The Methodology utilizes steps such as, but is not limited to: The Seven Stories Exercise, The Fifteen Year Vision, The Forty Year Vision, The Four Step Salary Negotiation Method, Targeting a Great Career, Packaging Yourself, Shortcut Your Job Search, Mastering the Job Interview & Winning the Money Game, Work Smarts: Be a Winner on the Job, GetFive Stages of a Job Search, GetFive Phases of a Job Search and others.

e. Certification Requirements. In signing this agreement, it is understood that the Licensee, a member of "The Coach Network" has met the Training requirements for the prior year of this agreement. Each Licensee will pay an annual license fee (\$100 but subject to change and increase without notice in future years. The annual license fee for the current year of this agreement is due no later than December 31, 2016. For newly certified coaches, the license fee is waived in the year of certification and the following year. All certified coaches in The Coach Network are expected to be: well-trained in Methodology, knowledgeable about evolving job search trends, up-to-date about talent acquisition trends, and conversant in cutting edge job search technology. To that end, each year each Licensee must (i) undergo a recertification process to be determined by Licensor (that includes, but is not limited to, required viewing of training webinars, known as Update From The Front Lines); and (ii) at Licensor's option, sign a new version of this License Agreement or a joinder agreement that this License Agreement is in force and effect (collectively, "New Agreement"). Failure to pay the license fee, sign the New Agreement or successfully complete the recertification process when due will result in immediate termination of this License Agreement. This right of termination shall be exercised at the sole discretion of the Licensor.

f. Licensor strongly encourages Licensee to utilize Licensee's identification with Licensor (in Licensor-approved manner) in all its public communications including, without limitation, email signatures, blog posts, website, business cards and social media sites. Such identification is mandatory in all written and electronic communication with any individual or entity referred to Licensee by GetFive.

2. Warranties and Representations. a. Licensor has the right to enter into this Agreement to grant to Licensee the rights and licenses set forth herein, and to perform all other obligations hereunder.

b. Licensee has the right to enter into this Agreement, to receive the rights and licenses set forth herein, and to perform all of Licensee's obligations hereunder. Further, Licensee represents that in carrying out this license, Licensee will not go beyond the scope of this Agreement, and will not infringe the rights of any third party.

c. Licensee warrants and represents that at no time during the Term of this Agreement will Licensee allow, encourage, promote, urge, or incite any third party to dilute, defame, or bring ill-repute to Licensor's IP, brand, trademarks, servicemarks, good name, or goodwill.

d. Licensee warrants and represents that it will at no time during Term of this Agreement engage in unauthorized use of the Methodology, the Material, or any of Licensor's other materials.

3. Responsibility; Restrictions.
 - a. Licensor makes no guarantees or warranties as to the success of its Training. Each individual's success depends on many factors, including but not limited to, his or her background, personality, dedication, starting point in their business, desire and motivation.
 - b. Licensee agrees that during the term of this License Agreement, s/he agrees not to hold himself/herself out in any way as performing outplacement services. To that end, Licensee is restricted from promoting itself and its business in any way, shape or form with an outplacement offering. This promotion prohibition includes, without limitation, website, print and social media sites such as LinkedIn. Licensees cannot keep their certification if they advertise for outplacement assignments. This will be strictly enforced. Rather, Licensees are encouraged to affiliate with GetFive as an outplacement solution and to become eligible for its lead-generation commission programs. Nothing in the preceding sentences shall in any way prevent or restrict Licensee from performing such services in affiliation with Licensor. Moreover, Licensee agrees during the term hereof and in the US, not to be employed by, consult for, provide services to, or own any interest in, any entity which is directly competitive with Licensor and with any outplacement service provider.
4. Termination.
 - a. This Agreement may be terminated, with or without cause, by either party, upon thirty (30) days written notice to the other. Upon termination or cancellation of this Agreement, no refund of any amount shall be issued.
 - b. If this Agreement is terminated by either party, all rights and licenses granted hereunder, to Licensee, shall immediately terminate upon the date of termination, which shall be thirty (30) days after notice has been received in writing by Licensor or Licensee, as applicable.
5. Indemnities.
 - a. Licensee shall be solely responsible for the use and suitability of the Methodology and Materials in Licensees' Programs, and with Licensee's clients. Licensor shall have no liability, either due to the results (or lack thereof), the use or suitability of the Materials in Licensees' Programs.
 - b. Licensee shall indemnify defend, save and hold harmless Licensor, from and against any and all claims (whether in contract, tort, or other non-contractual claims) arising out of, or in any way related to: (i) Licensee's use of the Methodology or Materials and/or any derivative product, or (ii) Licensee's default of any provision of this Agreement.
6. Term. This Agreement shall remain in effect from today until terminated by either party to this Agreement.
7. Independent Contractor. Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform. In no event shall the parties to this Agreement be deemed to be anything other than independent contractors, and in no event is this relationship to be deemed a partnership, joint venture, franchise, or employment relationship of any kind.
8. Notices. All notices required to be given pursuant to this Agreement shall be deemed given when actually delivered, if delivered in person, or three (3) days after being deposited in the United States mails, postage prepaid and addressed to the receiving party as follows:
 - a. For Licensor: GetFive, 45 West 34th St, NY NY 10001
 - b. For Licensee: _____
(PLEASE INSERT LICENSEE NAME AND ADDRESS)
9. Modifications. This Agreement may be modified, at any time, at the sole discretion of the Licensor, and such modifications shall be effective upon posting, by the Licensor on the Licensor's web site at www.getfive.com or via email with the subject line specifically stating "amendment to existing licensing agreement", "amendment to existing terms of use", or any similar language denoting this specific agreement is to be modified. Licensee agrees to be bound by any and all changes to this Agreement, or any of its terms, after any such modification are posted, as set forth herein. It is therefore important that Licensee review the Agreement, the Licensor's website, and all emails generated Licensor on a regular basis, to ensure that the Licensee is updated as to any changes. Licensee's failure to object to said

changes within five (5) calendar days of receipt of notice of those changes, will amount to an understanding, acceptance, and the decision to be bound by those changes.

10. Headings. The headings used herein are for convenience only and shall not control or affect the meaning or construction of any provisions in this Agreement.
11. Confidentiality. Licensee hereby covenants and agrees with Licensor that he or she will at no time, during or after the term of this License Agreement, use for his or her own benefit or the benefit of others, or disclose or divulge to others, all or any portion of the Methodology or the Materials. Violation of this provision by Licensee will entitle Licensor to an injunction to prevent such competition or disclosure, and will entitle the Licensor to other legal remedies, including injunction, attorney's fees and costs.
12. Disclaimer. Licensee acknowledges that it is undergoing the Training and will seek certification based upon his/her/its own professional desires and not as a result of any promises made by Licensor as to income levels, referral promises or any other inducement.
13. Governing Law. The parties agree that this Agreement and any controversy related to this Agreement shall be governed by the internal laws of the State of New York. The jurisdiction for any proceedings under this Agreement shall be in the state and federal courts located in New York and the exclusive venue shall be in the New York County, New York.
14. Waiver. The waiver or failure of Licensor to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
15. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed modified in order to comply with applicable law, and the remaining provisions shall not be affected in any way.
16. Entire Agreement, Amendment, Parties. This Agreement constitutes the entire agreement and understanding between the parties and supersede any prior agreement or understanding whether oral or written relating to the subject matter hereof. The headings used herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. If This License Agreement is being entered into by an entity as a Licensee, then the owners of such entity shall also sign this Agreement and be as fully bound thereby as the entity itself.

Date: _____

Entity Name (Enter n/a if not applicable): _____

By: _____
(Signature by Officer)

Print Individual Name: _____

Individual Signature: _____

Phone: _____ E Mail Address: _____

Mailing Address: _____

ACCEPTED AND AGREED TO:
GETFIVE LLC

By: _____

EXHIBIT A

GETFIVE LLC

COMPUTER, INFORMATION MANAGEMENT AND SECURITY POLICY

1. Data Privacy Officer

The policies described herein shall be managed and supervised by GetFive's Data Privacy Officer, Kate Giuliano (the "Data Privacy Officer"). Any questions concerning the policies described herein and/or reports required to be made as set forth herein, shall be directed to the Data Privacy Officer.

2. Computer Access and Usage Policy

Objective

GetFive recognizes that use of the Internet and e-mail has many benefits and makes workplace communication more efficient and effective. Employees are encouraged to use the Internet and e-mail systems appropriately. Unacceptable use of the Internet and e-mail can place GetFive and others at risk. This policy outlines the company's guidelines for acceptable use of the Internet and e-mail.

Scope

This policy must be followed in conjunction with other GetFive policies governing appropriate workplace conduct and behavior. GetFive complies with all applicable federal, state and local laws as they concern the employer/employee relationship, and nothing contained herein should be construed to violate any of the rights or responsibilities contained in such laws.

Use Guidelines

GetFive has established the following guidelines for employee use of the company's technology and communications networks, including the Internet and e-mail, in an appropriate, ethical and professional manner.

All technology provided by GetFive, including computer systems, communications networks, company-related work records and other information stored electronically, is the property of the company and not the employee. In general, use of the company's technology systems and electronic communications should be job-related and not for personal convenience.

Employees may not use GetFive's Internet, e-mail or other electronic communications to transmit, retrieve or store any communications or other content of a defamatory, discriminatory, harassing or pornographic nature. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference may be transmitted. Harassment of any kind is prohibited.

Disparaging, abusive, profane or offensive language; materials that might adversely or negatively reflect on GetFive or be contrary to its legitimate business interests; and any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement and unauthorized access to any computers on the Internet or e-mail—are forbidden.

Copyrighted materials belonging to entities other than GetFive may not be transmitted by employees on the company's network without permission of the copyright holder. Employees must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for

reference only. Saving copyright-protected information to a network drive without permission is prohibited. Sharing the URL (uniform resource locator or “address”) of an Internet site with other interested persons for business reasons is permitted.

Employees may not use the system in a way that disrupts its use by others. This includes sending or receiving excessive numbers of large files and “spamming” (sending e-mail to thousands of users.)

To prevent contamination of GetFive technology and communications equipment and systems by harmful computer viruses, GetFive’s systems are protected by various security features, including but not limited to firewalls and software such as anti-virus, anti-malware and anti-spyware. Nonetheless, any files loaded from a disk, received and opened through e-mail and/or downloaded from the Internet should be checked for possible infection through the IT Department. Also, given that many browser add-on packages (“plug-ins”) may not be compatible with other programs and may cause problems for the systems, downloading plug-ins is prohibited without prior permission from IT.

Every employee of GetFive is responsible for the content of all text, audio or image files that he or she places or sends over the company’s Internet and e-mail systems. No e-mail or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else. GetFive’s corporate identity is attached to all outgoing e-mail communications, which should reflect corporate values and appropriate workplace language and conduct.

E-mail and other electronic communications transmitted by GetFive equipment, systems and networks, including content transmitted through social media, are not private or confidential, and they are the property of the company. Therefore, GetFive reserves the right to examine, monitor and regulate e-mail and other electronic communications, directories, files and all other content, including Internet use, transmitted by or stored in its technology systems, whether onsite or offsite.

Internal and external e-mail, voice mail, and text messages are considered business records and may be subject to discovery in the event of litigation. Employees must be aware of this possibility when communicating electronically within and outside the company.

Employees’ access to company data is limited based on user profiles defined by the IT Department and automatically enforced.

GetFive’s Right to Monitor and Consequences for Misuse

All company-supplied technology, including computer systems, equipment and company-related work records, belongs to GetFive and not to the employee user. Employees understand the company routinely monitors use patterns, and employees should observe appropriate workplace discretion in their use and maintenance of such company property.

Because all the computer systems and software, as well as e-mail and Internet connections, are the property of GetFive, all company policies apply to their use and are in effect at all times. Any employee who abuses the company-provided access to e-mail, the Internet, or other electronic communications or networks, including social media, may be denied future access, and, if appropriate, be subject to disciplinary action up to and including termination, within the limitations of any applicable federal, state or local laws.

3. Password Policy

GetFive employees must access a variety of IT resources, including computers and other hardware devices, data storage systems, and other accounts. Passwords are a key part of GetFive’s strategy to make sure only authorized people can access those resources and data.

All employees who have access to any of those resources are responsible for choosing strong passwords and protecting their log-in information from unauthorized people. The purpose of this policy is to make sure all GetFive resources and data receive adequate password protection.

Password Creation

All passwords should be reasonably complex and difficult for unauthorized people to guess. Employees should choose passwords that are at least eight characters long. Passwords should contain a combination of upper- and lower-case letters, numbers, and punctuation marks and other special characters. These requirements will be enforced with software when possible.

In addition to meeting those requirements, employees should also use common sense when choosing passwords. They must avoid basic combinations that are easy to crack. For instance, choices like “password,” “password1” and “Pa\$\$w0rd” are equally bad from a security perspective.

A password should be unique, with meaning only to the employee who chooses it. That means dictionary words, common phrases and even names should be avoided. Employees must choose unique passwords for all of their company accounts, and may not use a password that they are already using for a personal account.

All passwords must be changed regularly, with the frequency varying based on the sensitivity of the account in question. This requirement will be enforced using software when possible. If the security of a password is in doubt— for example, if it appears that an unauthorized person has logged in to the account — the password must be changed immediately. Default passwords — such as those created for new employees when they start or those that protect new systems when they’re initially set up — must be changed as quickly as possible.

Protecting Passwords

Employees may never share their passwords with anyone else in the company, including co-workers, managers, administrative assistants, IT staff members, etc. Everyone who needs access to a system will be given their own unique password, which provides them access to the appropriate systems, data and permission levels.

Employees may never share their passwords with any outside parties, including those claiming to be representatives of a business partner with a legitimate need to access a system.

Employees should take steps to avoid phishing scams and other attempts by hackers to steal passwords and other sensitive information. All employees will receive training on how to recognize these attacks. Employees must refrain from writing passwords down and keeping them at their workstations. Employees may not use password managers or other tools to help store and remember passwords.

4. Confidential Information and Company Property Policy

During your employment at GetFive, you may have access to confidential and proprietary data, which is not known by competitors or within the company’s field of business generally, as well as other private data, such as personally identifiable information belonging to customers and clients, the privacy and security of which must be maintained GetFive. This information (hereinafter referred to as “Confidential Information”) includes, but is not limited to: data relating to GetFive’s marketing and servicing programs; procedures and techniques; the criteria and formula used by GetFive in pricing its products and services; the structure and pricing of special packages that GetFive has negotiated; lists of customers and prospects; personally identifiable information received from clients and customers; the identity, authority and responsibilities of key contacts at GetFive accounts; the composition and organization of accounts’ businesses; the peculiar risks inherent in their operations; sensitive details concerning the structure, conditions, and extent of their existing products and services; contract expiration dates; commission rates; service arrangements; proprietary software, Web applications and analysis

tools; and other data showing the particularized requirements and preferences of the accounts. This Confidential Information is a valuable asset of GetFive, developed over a long period of time and at substantial expense.

To protect GetFive's interest in this valuable asset, you must (a) not use any such Confidential Information for your personal benefit or for the benefit of any person or entity other than the Company, and (b) use your best efforts to limit access to such Confidential Information to those who have a need to know it for the business purposes of GetFive. In addition, you should minimize those occasions on which you take documents, computer disks or a laptop containing such Confidential Information outside the office. On those occasions where it is necessary, consistent with the best interests of GetFive and doing your job effectively, to take documents, computer disk or a laptop containing Confidential Information outside the office, all appropriate precautionary and security measures should be taken to protect the confidentiality of the information.

During the course of your employment with GetFive, you will be provided with and will generate correspondence, memoranda, literature, reports, summaries, manuals, proposals, contracts, customer lists, prospect lists, and other documents and data concerning the business of GetFive. Any and all such records and data, whether maintained in hard copy or on a computer or other medium, is the property of GetFive, regardless of whether it is or contains Confidential Information. Upon termination of your employment at GetFive, you are required to return all such records to GetFive and may not retain any copy of such records or make any notes regarding such records. We reserve the right to search for such information and property in personal items while on GetFive premises such as vehicles, purses, briefcases, employee owned devices, etc.

5. Data Privacy and Security

GetFive uses various security features designed to maintain the security and integrity of all data maintained by the company. In addition to automatic software-based measures and firewalls, GetFive's IT Department regularly monitors all GetFive technology and systems for data and security breaches. Furthermore, it is each employees' responsibility to monitor the systems and information which they use and access for possible data and security breaches and to promptly report any possible evidence of a data or security breach to the Data Privacy Officer. Moreover, any employee who is or becomes aware of any data or security breach in violation of this Computer, Information Management AND Security Policy shall immediately report such breach to the Data Privacy Officer.

RECEIPT, ACKNOWLEDGMENT AND ACCEPTANCE OF
GETFIVE COMPUTER, INFORMATION MANAGEMENT AND SECURITY POLICY

By signing below, you acknowledge that you have received a copy of GetFive's Computer, Information Management and Security Policy, and understand and agree that it is your responsibility to read and comply with the policies contained within it and any revisions made to it. By signing below you further agree and acknowledge that GetFive may revise or amend any of the policies set forth herein at any time and agree to be bound by the terms of any such revision or amendment upon GetFive providing you notice thereof via email or printed means.

Signature

Date

Please print your full name