

## LICENSE AGREEMENT

This License Agreement (the “**Agreement**”) is effective as of \_\_\_\_\_, 2015 (the “**Effective Date**”), and made by, between and among INFINITE HORIZONS INSTITUTE, INC., a Colorado corporation with a principal place of business at 11031 Sheridan Boulevard, Westminster, Colorado 80020 (“**Licensor**”), \_\_\_\_\_, a \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (“**Licensee**”), and \_\_\_\_\_ (“**Guarantor(s)**”).

### RECITALS

A. Licensor owns the right to a professional training system called The Alignment Factor™, which is a training program (the “**TAF Training Program**”) to help decision makers in organizations and their direct reports become better aligned.

B. Licensee desires to offer the TAF Training Program to certain decision makers in organizations and their direct reports (the “**TAF Trainees**”) and Licensor desires to grant Licensee the right to offer the TAF Training Program to TAF Trainees.

1. **DEFINITIONS.** The following are definitions for certain terms used in this Agreement:

“**Agreement**” means this License Agreement.

“**Effective Date**” means the date of the Agreement.

“**Guarantor(s)**” means \_\_\_\_\_.

“**Licensee**” means \_\_\_\_\_, a \_\_\_\_\_.

“**Licensor**” means Infinite Horizons Institute, Inc., a Colorado corporation.

“**Minimum Material Purchases**” means the minimum material purchase amount of \$2,500.00 per calendar quarter that Licensee must make starting the second full calendar quarter after completing the TAF Initial Training.

“**TAB**” means TAB Boards International, Inc. DBA The Alternative Board.

“**TAB Board**” means any peer advisory groups of business leaders that meet regularly and are similar in nature to those currently facilitated by TAB franchisees.

“**TAF Book**” means the paperback book entitled *The Alignment Factor* authored by Allen E. Fishman.

“**TAF Brochures**” means the brochures provided to Licensee as part of the TAF Start Up Materials.

“**TAF Initial Training**” means the five (5) day initial training program conducted by Licensor for the benefit of Licensee at Licensor’s headquarters in Westminster, Colorado so that Licensee may efficiently train TAF Trainees in the use of the TAF Training Program.

“**TAF Leader’s Guide**” means the guide materials for conducting the TAF Training Program, including but not limited to, TAF Leaders’ Guides that include discussion questions and exercises, which may be in writing, audio or other form and DVDs for providing the training.

“**TAF Operations Manual**” means the operations manual that Licensor will provide to Licensee for use in connection with the TAF Training Program.

“**TAF System**” means the proprietary methods, processes and systems to operate a TAF Training Program, including, but not limited to, know-how, confidential information and trade secrets, associated with it, as may be changed, improved, modified and further developed by Licensor or its affiliates from time to time.

“**TAF Start Up Materials**” means the initial start up materials Licensee will receive during or shortly after TAF Initial Training for use in marketing for and conducting TAF Training Programs.

“**TAF Trademark**” means The Alignment Factor™ trademark and logos, which may be modified, changed or acquired by Licensor or its affiliates.

“**TAF Trainees**” means the individuals attending the TAF Training Program provided by Licensee.

“**TAF Trainee Kit**” means the training kit provided to each TAF Trainee as the course material for the TAF Training Program.

“**TAF Training Program**” means the training program for decision makers in organizations and their direct reports to become better aligned.

2. **GRANT FOR USE OF TAF TRADEMARK AND TAF SYSTEM.** Provided that Licensee meets the terms and conditions of this Agreement, during the term of the Agreement, Licensor grants Licensee, and Licensee accepts a non-exclusive license to use the TAF System anywhere in the USA and Canada solely to provide the TAF Training Program. Licensee acknowledges that the license granted herein is non-exclusive, and that Licensor, its affiliates, and their successors and assigns reserve the right to use, and license or franchise the use of, the TAF System, the TAF Trademarks and/or any components thereof, which may include, but not be limited to, providing TAF Training Programs, anywhere and through any means, including, but not limited to, virtually or in person.

Licensee expressly acknowledges that Licensee is under no obligation to use all or any part of the TAF Trademarks.

3. **MINIMUM MATERIAL PURCHASES.** Licensee will have a minimum material purchase amount of \$2,500.00 per calendar quarter (the “**Minimum Material Purchases**”) starting the second full calendar quarter after completing the TAF Initial Training. If Licensee defaults on the Minimum Material Purchases amount during any calendar quarter, Licensee must, during the next calendar quarter, cure the default by purchasing Minimum Material Purchases totaling \$5,000.00 for the two calendar quarters. If Licensee fails to cure the default, the Agreement will terminate. Materials that qualify to contribute to the Minimum Material Purchases currently include the following:

(1) **TAF Trainee Kit.** Licensee must purchase one (1) TAF Trainee Kit for each TAF Trainee who participates in a TAF Training Program at the then-current fee, which is \$695.00 as of the Effective Date.

(2) **Replacement or Additional TAF Leader’s Guide.** If Licensee requires a replacement or additional TAF Leader’s Guide, Licensee may purchase such replacement or additional TAF Leader’s Guide at the then-current fee, which is \$695.00 as of the Effective Date.

(3) **Replacement or Additional TAF Brochures.** Licensee will receive twenty-five (25) TAF Brochures during the TAF Initial Training. If Licensee requires additional TAF Brochures, Licensee may purchase such additional TAF Brochures at the then-current fee, which is \$130.00 for a total of one-hundred (100) TAF Brochures as of the Effective Date.

(4) **Replacement or Additional TAF Books.** Licensee will receive twenty-five (25) copies of the TAF Book during the TAF Initial Training. If Licensee requires additional TAF Books, Licensee may purchase such additional TAF Books at the then-current fee, which is \$6.00 per TAF Book as of the Effective Date. Licensee must purchase a minimum of ten (10) TAF Books per order. Licensor will not charge shipping costs to Licensee for TAF Books.

Licensee expressly acknowledges that the list of materials above that qualify for the Minimum Material Purchases is non-exclusive and may be modified, amended or changed by Licensor in Licensor’s sole discretion at any time during the term of the Agreement.

4. **TAF INITIAL TRAINING AND TAF START UP MATERIALS.** Licensee is required to attend and satisfactorily complete TAF Initial Training and pay Licensor a fee. The fee for TAF Initial Training and the TAF Start Up Materials is \$9,900.00. As part of TAF Initial Training, Licensee will receive the TAF Start Up Materials. The TAF Start Up Materials consist of the following: (i) one (1) TAF Leader's Guide, (ii) one (1) TAF Trainee Kit, (iii) twenty-five (25) TAF Brochures, and (iv) twenty-five (25) TAF Books.

Licensee acknowledges that Licensor may modify, amend, or change the content of the TAF Start Up Materials in its sole discretion from time to time.

5. **TAF SYSTEM AND TAF OPERATIONS MANUAL.** Licensee acknowledges and agrees to conduct the TAF Training Programs in accordance with the TAF System and an operations manual that Licensor will provide to Licensee (the “**TAF Operations Manual**”). Licensee will only use the TAF System when providing the TAF Training Program to TAF Trainees. The failure to comply with the TAF System and applicable mandatory standards, specifications, formats, processes, requirements, instructions and procedures will constitute a default of this Agreement. All modifications to the TAF System or any mandatory standards, specifications, formats, processes, requirements, instructions and procedures prescribed from time to time by

Licensor in the TAF Operations Manual, or otherwise communicated to Licensor, will constitute provisions of this Agreement.

Licensor also expressly agrees to abide by any modifications, changes, additions, deletions and alterations Licensor makes to the TAF System, TAF Operations Manual or Licensor's standards, specifications, formats, processes, requirements, instructions and procedures for the TAF System or TAF Training Program.

6. **MARKETING THE TAF TRAINING PROGRAM.** Licensor will market the TAF Training Program to prospective TAF Trainees. Licensee's approach for marketing to prospective TAF Trainees may or may not, at Licensee's election, follow the recommended integrated marketing tactics in the TAF Operations Manual to promote the TAF Training Program. Licensor may change the recommended marketing tactics at any time in the TAF Operations Manual. Licensee is required to at all times keep one (1) TAF Trainee Kit to show to prospective TAF Trainees and one (1) TAF Leader's Guide to use to facilitate the TAF Training Program.
7. **ONGOING LEARNING.** Licensee will be required to attend a monthly phone, video or webcast conference call, with each not to exceed two hours, focused on ongoing learning. These distance learning programs/sessions will discuss best practices, including, but not limited to, session topic knowledge, handling challenges and taking advantage of opportunities. The monthly fee for these monthly learning programs is \$250.00.

Once there are at least twenty-five (25) licensees of the TAF System (including Licensee), at its sole discretion, Licensor will conduct a two (2) day annual conference for all TAF System licensees that Licensee will be required to attend unless Licensee has an emergency or significant event that reasonably prevents Licensee from attending. Regardless of attendance, Licensee will be responsible for the then-current annual conference registration fee, which is estimated to be \$1,400.00 per annual conference as of the Effective Date.

8. **REQUIREMENTS BEFORE LICENSEE CONDUCTS LICENSEE'S FIRST TAF PROGRAM TRAINING SESSION.** Before Licensee conducts Licensee's first TAF Training Program session, Licensee must:
  - (1) Satisfactorily complete TAF Initial Training.
  - (2) Be knowledgeable with all materials in the TAF Leader's Guide.
  - (3) Satisfactorily complete the TAF on-line distance-learning program.
9. **DEFAULT, SUSPENSION AND TERMINATION.** This Agreement will be terminated with no further opportunity to cure if Licensee:
  - (1) Challenges or attempts to register, patent, trademark or copyright all or any part of the TAF System, the TAF Trademarks, confidential information, trade secrets, the TAF Operations Manual or any other proprietary information provided to Licensee by Licensor or its affiliates, or on behalf of Licensor or its affiliates.
  - (2) Misuses all or any part of the TAF System, the TAF Trademarks, confidential information, trade secrets, the TAF Operations Manual or any other proprietary materials provided by Licensor or its affiliates, or on behalf of Licensor or its affiliates and not remedying

or causing to be remedied such misuse within ten (10) days after Licensee becomes aware or reasonably should have become aware of such misuse.

(3) Intentionally or negligently discloses to any unauthorized person or entity the contents of all or any part of the TAF System, the TAF Operations Manual, confidential information, trade secrets or any other proprietary information provided to Licensee by Licensor or its affiliates, or on behalf of Licensor or its affiliates.

10. **INITIAL TERM AND RENEWALS.** The initial term of the Agreement is twelve (12) months from the Effective Date. The Agreement will automatically renew annually unless either party notifies the other that the Agreement will not be renewed at least ninety (90) days before the applicable renewal date or if the Agreement is terminated earlier as set forth elsewhere in the Agreement.
11. **AFTER TERMINATION.** If this Agreement is terminated for any reason, Licensee will not use all or any part of the TAF System, confidential information, trade secrets, the TAF Operations Manual, or any other proprietary materials provided by Licensor or its affiliates, or on behalf of Licensor or its affiliates. Licensee will also not use colorable imitation or anything confusingly similar thereto all or any part of the TAF Trademarks.
12. **NO COERCION AND CONTRA PROFERENDUM.** The Parties acknowledge that they are freely and voluntarily entering into the Agreement without coercion by any person, and that they have been advised and afforded the opportunity to seek the advice of legal counsel of their choice with regard to the Agreement. The parties acknowledge that they have each had the opportunity to review the Agreement with counsel of their choosing and that the terms and conditions of the Agreement were established through mutual contribution and discussion. Notwithstanding any rule or legal precedent to the contrary, no provision of the Agreement shall be construed or interpreted against any party because such party or its counsel was the drafter thereof.
13. **AGREEMENT BINDING.** The Agreement will be binding upon and inure to the benefit of each party and to each party's respective successors and assigns.
14. **PROHIBITION AGAINST FACILITATING TAB-LIKE BOARDS.** Except as specifically provided in any agreement that may exist between Licensee and TAB Boards International, Inc. DBA The Alternative Board ("TAB"), Licensee will not facilitate any peer advisory groups of business leaders that meet regularly and are similar in nature to those currently facilitated by TAB franchisees (a "TAB Board").
15. **EXCLUDED AREAS.** If there are any areas in the USA or Canada into which Licensee cannot market the TAB Training Program, such areas will be identified by the ZIP or postal codes set forth in an Exhibit A attached to the Agreement.
16. **GOVERNING LAW AND VENUE.** This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of Colorado. Venue for any dispute under this Agreement shall be the courts located in Denver County, Colorado.
17. **PERSONAL GUARANTY.** If Licensee is an entity, Licensee's obligations pursuant to the Agreement shall be personally guaranteed by Guarantor(s).
18. **COUNTERPARTS/FACSIMILE.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall

constitute one and the same instrument. This Agreement shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party. Facsimile signatures and faxed transmissions executed shall have the same full force and effect as originally executed documents.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Licensee, Licensor and Guarantors have duly executed this License Agreement as of the Effective Date.

**LICENSEE:**

*(Insert name of entity if Licensee is an entity)*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LICENSOR:**

**INFINITE HORIZONS INSTITUTE, INC.**,  
a Colorado corporation

By: \_\_\_\_\_  
Allen E. Fishman  
Executive Chairman

**GUARANTOR(S):**

\_\_\_\_\_  
  
\_\_\_\_\_

**AMENDMENT TO LICENSE AGREEMENT**

This Amendment to License Agreement (the “**Amendment**”) is effective as of \_\_\_\_\_, 2015 (the “**Effective Date**”), and made by, between and among INFINITE HORIZONS INSTITUTE, INC., a Colorado corporation with a principal place of business at 11031 Sheridan Boulevard, Westminster, Colorado 80020 (“**Licensor**”), \_\_\_\_\_, a \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (“**Licensee**”), and \_\_\_\_\_ (“**Guarantor(s)**”).

**RECITALS**

Licensor, Licensee and Guarantor(s) desire to amend the terms of that certain License Agreement dated \_\_\_\_\_, 2015, between the parties (the “**License Agreement**”) by incorporating the terms of the Amendment to accommodate Licensee and/or Guarantor(s) who are also actively facilitating at least one peer advisory board for business leaders who meet regularly pursuant to the TAB Boards International, Inc. franchise system and that is currently referred to as a “TAB Board.”

Licensee affirms and acknowledges that Licensee has no rights to market for individuals to take The Alignment Factor (TAF) training program or train or use TAF in any way under any previous agreement, including without limitation a TAB Franchise Agreement or amendment to TAB Franchise Agreement, that Licensee may have entered into prior to the effective date of this License Agreement and Amendment to License Agreement.

1. **MINIMUM MATERIAL PURCHASES.**

A. The definition of “**Minimum Material Purchases**” in Section 1 of the License Agreement is deleted in its entirety and replaced as follows:

“**Minimum Material Purchases**’ means five (5) TAF Training Kits to be purchased by Licensee during any calendar year after Licensee completes the TAF Initial Training.”

B. Section 3 of the License Agreement is deleted in its entirety and replaced as follows:

“Licensee will have a minimum material purchase of five (5) TAF Training Kits per calendar year (the “**Minimum Material Purchases**”) after completing the TAF Initial Training at the then-current fee, which is \$695.00 as of the Effective Date. Failure to complete the Minimum Material Purchases pursuant to this Section 3 shall terminate the Agreement.

Licensee expressly acknowledges that the Minimum Material Purchases may be modified, amended or changed by Licensor in Licensor’s sole discretion at any time during the term of the Agreement.”

2. **TAF INITIAL TRAINING AND TAF START UP MATERIALS.** Section 4 of the License Agreement is deleted in its entirety and replaced as follows:

“Licensee is required to attend and satisfactorily complete a two (2) day TAF Initial Training program and pay Licensor a fee. The fee for TAF Initial Training and the TAF Start Up Materials is \$2,500.00. As part of TAF Initial Training, Licensee will receive the TAF Start Up Materials. The TAF Start Up Materials consist of the following: (i) one (1) TAF Leader’s Guide,

(ii) one (1) TAF Trainee Kit, (iii) twenty-five (25) TAF Brochures, and (iv) twenty-five (25) TAF Books.

Licensee acknowledges that Licensor may modify, amend, or change the content of the TAF Start Up Materials in its sole discretion from time to time.”

3. **ONGOING LEARNING.** Section 7 of the License Agreement is deleted in its entirety.

4. **DEFAULT, SUSPENSION AND TERMINATION.** Section 9 of the License Agreement is amended by the addition of the following:

“Any Amendment to License Agreement between the parties will terminate if at any time Licensee (or Guarantor(s), as applicable) is no longer actively facilitating at least one (1) TAB Board or is no longer authorized by TAB to facilitate a TAB Board.”

**IN WITNESS WHEREOF**, Licensee, Licensor and Guarantor(s) have duly executed this Amendment to License Agreement as of the Effective Date.

**LICENSEE:**

*(Insert name of entity if Licensee is an entity)*

**LICENSOR:**

**INFINITE HORIZONS INSTITUTE, INC.,**  
a Colorado corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Allen E. Fishman  
Executive Chairman

**GUARANTOR(S):**

\_\_\_\_\_  
  
\_\_\_\_\_