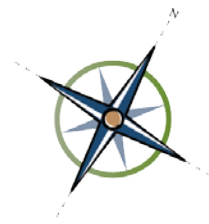


Organizational Excellence Specialists



LICENSED PROFESSIONAL AGREEMENT

THIS LICENSED PROFESSIONAL AGREEMENT (the “**Agreement**”) is made and entered into by and between **ORGANIZATIONAL EXCELLENCE SPECIALISTS**. (hereinafter referred to as the “**Corporation**”) and _____ (hereinafter referred to as “**Licensee**”).

The Corporation and Licensee are collectively hereinafter referred to as the “**parties**” or individually as the “**party**”.

RECITALS

1. The Corporation has developed and is the owner of a system for the implementation of organizational excellence and is prepared to permit others to use the **ORGANIZATIONAL EXCELLENCE FRAMEWORK** publication and associated workshops and any other supporting materials, subject to this agreement.
2. The Corporation is the owner of all right, title and interest in the Organizational Excellence Framework system and in the recognized trade name and trade mark “**ORGANIZATIONAL EXCELLENCE FRAMEWORK**”, (hereinafter referred to as the “**Framework**”) and has granted to the Licensee the right to use the Framework subject to this agreement.
3. The Licensee is interested in establishing a business to market, promote and deliver the Framework as a [Certified Organizational Excellence Specialist or Registered Organizational Excellence Specialist].
4. The parties have agreed to enter into this Agreement.

ARTICLE 1 - DEFINITIONS

- 1.1 “**Licensed Professional**” means any person who is registered and authorized to provide consulting and/or training services under the direction of the Corporation.
- 1.2 “**Client**” means any person or organization who was introduced to the Framework by a Licensed Professional, Corporation, Alliance, or Referring Party.

- 1.3 **“Effective Date”** means the date the Licensee accepted this Agreement, being the date indicated on the signature page provided this Agreement was accepted in person.
- 1.4 **“Fees”** means per hour or per diem payments to Licensed Professionals who provide professional services to or in association with the Corporation.
- 1.5 **“Term”** means the term of this Agreement as set out Section 8.1 hereto.
- 1.6 **“Alliance”** means an organization, however constituted, that has established an ongoing relationship with the Corporation in accordance with an Alliance Agreement.
- 1.7 **“Referring Party”** means an organization, however constituted, that refers business to the Corporation or a Licensed Professional.
- 1.8 **“Framework”** means the Organizational Excellence Framework as developed by Dawn Ringrose & Associates Inc.
- 1.9 **“Writing”** means written communication that is provided by hard copy, facsimile, mail, or email

ARTICLE 2 - GRANT

2.1 Right to use the Framework

Subject to the provisions of this Agreement, the Corporation grants to the Licensee the non-exclusive right to use the Framework in the operation of its own business.

2.2 Existing Clients

Notwithstanding anything to the contrary in this Agreement, it is expressly understood and agreed that all existing clients of the Corporation as of the Effective Date shall remain the sole and exclusive clients of the Corporation. Before contacting an organization to introduce the Corporation and the Framework, the Licensee must first check with the Corporation to determine whether or not that organization is an existing client of the Corporation. Where the organization is a client of the Corporation, the Licensee and the Corporation may work collaboratively, in the discretion of the Corporation, to ensure client needs are effectively met.

ARTICLE 3 -

OBLIGATIONS AND RESPONSIBILITIES OF LICENSEE

3.1 Best Efforts

The Licensee shall use commercially reasonable best efforts to assist and/or introduce the Framework and associated consultation and training to potential clients to market, to promote and to deliver the Framework.

3.2 Standards

The Licensee will maintain high standards of professionalism and will at all times comply with all applicable laws and regulations and refrain from any unethical conduct that could potentially damage the reputation of the Corporation. The Licensee shall ensure that all materials used in marketing, promoting and delivering the Framework are approved by the Corporation in writing prior to their use. The Licensee will operate in accordance with the Code of Conduct of the Canadian Association of Management Consultants.

3.3 Marketing

Unless otherwise agreed to in writing by the Corporation, the Licensee will be solely responsible for all costs and expenses it incurs in the marketing, promoting and delivery of the Framework including, without limitation, advertising, trade shows, presentation materials and travel expenses. The Corporation will be conducting marketing and provide to the Licensee, any brochures and promotional materials on an “as needed” and “as available” basis.

3.4 Delivery of Corporation Framework

Any Licensed Professional of the Corporation shall carry on any training and consulting services in accordance with the Corporation’s policies, procedures and the guidelines contained in Schedule A.

3.5 Working Capital

During the term of this Agreement, the Licensee shall maintain such working capital as may be required to enable it to properly and fully carry out and perform all of its obligations and responsibilities under this Agreement. The amount of working capital required will be based on prudent business practices, as determined in writing by the Parties acting reasonably.

ARTICLE 4 - OBLIGATIONS AND RESPONSIBILITIES OF CORPORATION

4.1 Marketing Support

As a means of assisting the Licensee, the Corporation may, at its own discretion from time to time, provide the Licensee with marketing support materials promoting the Framework. While the Corporation shall be under no obligation to provide such marketing support, it is in all the parties' best interests that the Corporation offer reasonable marketing support to the Licensee as the Corporation reasonably considers from time to time to be necessary.

4.2 Training

The Corporation shall provide initial training in the operation of the Framework as it deems appropriate in its sole discretion. Such training shall be furnished prior to the commencement of business. The Licensee shall be solely responsible, without reimbursement from the Corporation, for all travel and living expenses during the period of such training. Such training is a requirement and the Licensee must successfully pass an exam and demonstrate adequate facilitation skills prior to being a Licensed Professional.

4.3 Operating Assistance

The Corporation may provide management and administrative advice and guidance in connection with the operation of the Licensee's business as the Corporation reasonably considers from time to time necessary. The Corporation may provide such advice and information on the Framework as the Corporation considers from time to time necessary.

4.4 Materials

The Corporation shall provide the Licensee with the Framework and related support materials in accordance with the schedule of fees and services contained in Schedule A.

4.5 Certificates

The Corporation will be responsible for the issuance of certificates, including certificates for completion of training and related programs, and Licensed Professional certificates that confirm qualification to deliver programs and services

4.6 On-going Support

In consultation with the Licensee, the Corporation may provide on-going support, supervision and quality control, including co-facilitation and facilitation rating.

4.7 Right to Use Trade Name

Subject to Section 2.1, the Corporation grants to the Licensee the right to use the Organizational Excellence Specialists name, logos, trade names and trademarks solely for the purpose of promoting the Framework and Corporation products and services. The foregoing, together with any related goodwill, shall remain the exclusive property of the Corporation. The Licensee will not take any action that jeopardizes or challenges the Corporation's proprietary rights therein, or acquire any rights, in the Corporation's name, logos, trade names and trademarks, except the limited use rights set out in this Agreement.

4.8 Representations and Warranties

The Corporation represents and warrants that it has obtained the rights to permit others to use the Framework and Corporation products and services. The Corporation also represents and warrants that the Framework and Corporation products and services, including the documentation therein, does not infringe, misappropriate or otherwise violate any patent, copyright, trademark, trade secret or other proprietary right of any third party.

4.9 Intellectual Property Ownership

Title to and ownership of any material developed by the Corporation for use by the Licensee as part of this Agreement, whether in machine-readable or printed form, including, but not limited to the website, software, source code, copyright, site content, course curriculum, data base, customer lists and student lists (collectively the "IP") shall be deemed the exclusive property of the Corporation.

ARTICLE 5 - FEES AND PAYMENT

5.1 Investment

The monetary investment in becoming a Licensed Professional includes fees, paid in advance (plus applicable taxes), for workshop, examination, and facilitation exercises, and upon registration, the annual license fee.

The annual license fee will provide access to additional resources that will be helpful to developing the Licensee's practice in this area including but not limited to:

- Business plan

- Promotional materials
- Website listing
- Standardized workshop materials
- Additional resources to customize client engagements

5.2 **Payment of Fees**

Payment of fees for the workshop, examination, and facilitation exercise is required prior to operating as a Licensed Professional. The annual license fee is required immediately after becoming a Licensed Professional and annually thereafter. Failure to pay fees prevents the Licensee from delivering products and services on behalf of the Corporation.

Other fees that apply to operating as a Licensed Professional are covered in the guidelines contained in Schedule A.

ARTICLE 6 - CONFIDENTIALITY / NON-SOLICIT / NON-COMPETE

6.1 **Confidentiality**

The Licensee agrees to treat any information received from the Corporation, including all technical, corporate, financial, economic, legal or other information or knowledge generally concerning the Corporation or any of its affiliates, subsidiaries or other parties in which it has an ownership interest, whether disclosed orally or in the form of written material, computer data or programs, and includes information respecting models, mechanisms, processes, photographs, intellectual property, know-how, trade secrets or otherwise, however obtained, and whether obtained before or after the execution of this Agreement, other than marketing materials (herein collectively referred to as the "Confidential Information") in accordance with the provisions of this Agreement and to comply with the provisions of this Agreement. The Licensee agrees that all right, title and interest in the Confidential Information shall be and remain the exclusive property of the Corporation.

The term "Confidential Information" does not include information which:

- i. is or was lawfully in the possession of the Licensee on or before the date hereof, provided that the Licensee does not know or have reason to believe that such information is subject to another confidentiality agreement with or other obligation of secrecy to the Corporation;
- ii. is or becomes generally available to the public other than as a result of disclosure by the Licensee;

- iii. becomes available to the Licensee on a non-confidential basis from a source other than the Corporation, provided the Licensee does not know nor have any reason to believe that such source is bound by a confidentiality agreement with or other obligation of secrecy to the Corporation; or
- iv. is independently developed by the Licensee or on its behalf without the use of any of the Confidential Information.

In the event of a dispute as to whether or not certain information or material is Confidential Information and as such, subject to and protected by the terms of this Agreement, the Licensee shall have the onus and bear the burden of proof of demonstrating that the disputed information or material either does not fall within the meaning of Confidential Information as set forth herein or is excluded from the definition of Confidential Information by virtue of it falling within one of the above-mentioned exclusions.

6.2 Non-Solicit

The Licensee covenants and agrees that during the term of this Agreement and for a period of 12 months thereafter, it shall not directly or indirectly, either individually or in any manner whatsoever, including either individually, together or in partnership or jointly or in conjunction with any other person or persons, as principal, agent, director, officer, shareholder, employee, contractor, or in any other manner, enter into any agreement with or solicit the employment or services of employees of or Licensed Professionals to the Corporation including employees and Licensed Professionals who were employed with or retained by the Corporation, and clients of the Corporation, deal with or seek or propose to do business with any Client save and except for a Client who was a client of the Licensee prior to the Licensee entering into this Agreement.

6.3 Non-Compete

The Licensee covenants and agrees that during the term of this Agreement and for a period of 12 months thereafter, it shall not directly or indirectly, either individually or in any manner whatsoever, including either individually, together or in partnership or jointly or in conjunction with any other person or persons, as principal, agent, director, officer, shareholder, employee, contractor, or in any other manner carry on or be engaged in or be concerned with or interested in any business that is similar to and/or competes with the business of the Corporation in Canada or be concerned with or interested in or lend money to, guarantee the debts or obligations of or permit the name of the Corporation, or any part thereof, to be used by any person or persons engaged in or concerned with or interested in a competitive business, in each case whether or not such activity takes place, in whole or in part, from an office or location outside of North America.

6.4 Injunction

The Licensee recognizes that its covenants in this Agreement are critical to the ongoing success of the Corporation. As such, the Licensee agrees that in the event of an actual or threatened breach by it of any of the terms of this agreement the Corporation will suffer irreparable harm, and shall be entitled to an interim and/or permanent injunction against the Licensee restraining such actual or threatened breach. The Corporation shall also be entitled to pursue damages and any and all other remedies available to it at law or in equity.

6.5 Independent Legal Advice

The Licensee acknowledges having received independent legal advice regarding this Agreement. The Licensee hereby represents that it raised any issues or concerns about the reasonableness of this Agreement with its legal advisor and with the Corporation, and that any such concerns have been addressed and resolved to its satisfaction. As such, the Licensee states that it is fully prepared and willing to sign and strictly abide by this Agreement, and that the restrictive covenants contained herein are reasonable, clear and legally enforceable.

ARTICLE 7 - LIMITATIONS OF LIABILITY AND INDEMNIFICATION

7.1 No Representations

Except as expressly provided for herein, there are no representations, warranties or conditions whatsoever, whether written or oral, expressed or implied, collateral, statutory or otherwise, with respect to this Agreement, including but not limited to: (a) the Framework's effectiveness, or (b) the Licensee's ability to earn revenue as a result of this Agreement.

7.2 No Ancillary Damages

In no event shall the Corporation be liable to the client of a Licensed Professional for any loss or injuries to earnings, profits or goodwill, or for any consequential, exemplary, special, incidental or punitive damages of any person or entity (including damages for loss of business profits, business interruption, loss of business information, and the like) whether arising in contract, tort or otherwise.

7.3 Indemnity - A Licensee

The Licensee shall indemnify, defend and save harmless the Corporation from and against any and all losses suffered or incurred by them, as a result of:

- i. any misrepresentation or breach of warranty made or given by it in this Agreement; or
- ii. any failure by the Licensee to observe or perform any covenant or obligation contained in this Agreement.

7.4 Indemnity - Corporation

Subject to Section 7.2, the Corporation shall indemnify, defend and save harmless the Licensee from and against any and all losses suffered or incurred by it, as a result of:

- i. any misrepresentation or breach of warranty made or given by it in this Agreement; or
- ii. any failure by the Corporation to observe or perform any covenant or obligation contained in this Agreement.

ARTICLE 8 - TERM AND TERMINATION

8.1 Term

The term of the relationship with the Licensee provided for in this Agreement shall commence as of the Effective Date and shall terminate on the first anniversary thereof, provided that this Agreement shall automatically renew for successive one year terms unless either party terminates this Agreement in accordance with the terms hereof.

8.2 Termination

This Agreement may be terminated as follows:

- i. if either party has breached any material term of this Agreement and such breach is not cured within 30 days after written notice of such breach has been given to the defaulting party;
- ii. on at least 90 days' prior written notice from either party to the other;
- iii. the other party becomes bankrupt or insolvent, makes an assignment for the benefit of its creditors or attempts to avail itself of protection from its creditors generally under any applicable law relating to the protection of insolvent debtors; or
- iv. the other party winds up, dissolves, liquidates or takes steps to do so or otherwise ceases to function as a going concern or is prevented from reasonably performing its duties hereunder.

8.3 Licensee Obligations on Termination

On the termination of this Agreement, all rights of the Licensee under this Agreement shall thereupon terminate and the Licensee shall immediately cease to use, by advertising or otherwise, the Framework, Registered or Certified designation, proprietary marks, letterhead, stationery and any and all documents, instruments or forms of whatever character which uses the name, mark, logo or symbol of the Corporation therein or thereon and shall cease and desist from doing work for a Client. The Corporation acknowledges that upon any termination of this Agreement, materials used by the Licensee may be in circulation or in the possession of the Licensee's clients or prospective clients. Possession of such materials by such persons shall not constitute a breach of this Agreement.

ARTICLE 9 - MEDIATION AND ARBITRATION

9.1 Mediation

In the event of a dispute or disagreement arising under this Agreement, or with respect to the provisions or the subject matter hereof, which the parties are unable to resolve themselves, either party may give notice to the other that such party wishes to have the matter submitted to mediation. In such event, the Parties shall select a mediator, who shall mediate the matter. If the matter has not been settled by mediation within sixty (60) days following the date notice is given under this Section the mediation may be terminated by either party. The Parties may then agree to submit such dispute or disagreement to arbitration.

9.2 Arbitration

If the mediation carried out pursuant to Section 9.1 does not resolve the dispute, then all questions, differences, claims and disputes arising out of or in connection with this Agreement or the breach, termination or invalidity of this Agreement (collectively a "Dispute") shall be resolved by arbitration. Notwithstanding the foregoing, nothing in this Section shall preclude any party from seeking injunctive relief from any court of law in British Columbia having jurisdiction for any breach of Section 3.2 and 6 hereof. The arbitration will be conducted by a single arbitrator. Any party (the "Complainant") may initiate arbitration by giving written notice in the manner provided for in Section 10.14 of this Agreement to the other party (the "Respondent") of the Complainant's desire to submit a Dispute to arbitration in accordance with this Section (the "Complaint"). The Complaint shall describe with reasonable particularity the subject matter of the Dispute and shall nominate an arbitrator (the "Proposed Arbitrator"). The Proposed Arbitrator shall determine the Dispute unless, within 10 calendar days of receipt of the Complaint

(the "Response Period"), the Respondent, by written notice to the Complainant, objects to the appointment of the Proposed Arbitrator.

If, within the Response Period, the Respondent objects to the appointment of the Proposed Arbitrator and the Complainant and the Respondent do not otherwise agree on the appointment of an arbitrator, the arbitrator may be appointed by a judge sitting in Courtenay upon application of either party. The arbitration will take place in Courtenay, and will be conducted in English. Except as otherwise provided in this Section, the arbitration will be governed by the *Arbitration Act [RSBC 1996]*. Unless the arbitrator otherwise determines, the fees of the arbitrator and the costs and expenses of the arbitration will be borne and paid equally by the Parties. To the extent not otherwise provided for in this Section, the procedure to be followed will be as agreed to by the parties, or, in default of such agreement, as determined by the arbitrator.

The decision of the arbitrator shall be final and binding as between the parties to this Agreement and there shall be no rights of appeal of any kind. Judgment upon the award, including any interim award, rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration shall be kept confidential and the existence of the arbitration proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted and exchanged and testimony or other oral submissions and any awards made) shall not be disclosed beyond the arbitrator, the Parties, their counsel and any person to whom disclosure is necessary to the conduct of the proceeding, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

ARTICLE 10 - GENERAL PROVISIONS

10.1 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

10.2 Governing Law

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Parties hereby irrevocably and unconditionally agree to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

10.3 Status of the Parties

In performing its respective duties under this Agreement, the Licensee will be operating as an independent contractor. Nothing contained herein will in any way constitute any

association, partnership, employment arrangement or joint venture between the Parties hereto, or be construed to evidence the intention of the Parties to establish any such relationship. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent. Except as otherwise provided herein, the Licensee agrees to be solely responsible for all costs related to its performance under this Agreement.

10.4 Gender

Where the singular or masculine are used throughout this Agreement, the same shall be construed as being the plural or feminine, or neuter, and vice versa, where the context or the Parties hereto so require.

10.5 Further Assurances

Each of the Parties hereto shall make, do and execute or cause to be made, done and executed, all such further and other things, acts, deeds, documents, conveyances and assurances as may be necessary or reasonably required to fully and effectually carry out the intent and purpose of this Agreement.

10.6 Waiver

It is understood and agreed that any party hereto may waive any provisions of this Agreement intended for such party's sole (not mutual) benefit, but it is further agreed that any waiver by any of the parties hereto of any default or the excusing of the performance of any condition by any other party hereto shall not constitute a continuing waiver of any other or subsequent default, but shall extend to and include only the particular breach or default so waived.

10.7 Force Majeure

In the event of an inability by either party to comply with its obligations hereunder by reason of any fire, explosion, war, riot, strike, walkout, labor controversy (including lockout), flood, severe infectious disease outbreak (pandemic), shortage of water or power, act of God or public enemy, any law, act or order of any court, board, government or other authority of competent jurisdiction or any other direct cause (whether or not of the same character as the foregoing) beyond the reasonable control of a party (each, an "event of force majeure"), but not including the willful or negligent act or omission of such party, then the party so affected shall not be liable to the other party during the period, and to the extent so affected shall not be liable to the other party during the period, to the extent of such inability. Provided, however, that if either party remains unable to fulfill its obligations under this Agreement as a result of any such event of force majeure for a period of 60 days, then the other party may terminate

this Agreement by notice in writing to the affected party at any time after the completion of such 60 day period.

10.8 Time of the Essence

Time shall be of the essence of this Agreement and every part hereof.

10.9 Successors and Assigns

All of the terms and conditions of this Agreement shall be binding upon, enure to the benefit of, and be enforceable by the respective successors and assigns of the Parties hereto. Except as specifically stated in this Agreement, neither this agreement nor any of the rights, interests or obligations of either party shall be assigned or delegated without the prior written consent of the other party, which shall not be unreasonably withheld. Any unauthorized assignment or delegation shall be null and void.

10.10 Taxes

The fees, expenses and other charges payable pursuant to this Agreement do not include taxes or duties. All applicable taxes including but not limited to provincial and federal sales taxes or duties whether presently in force or imposed in the future will be paid by the Licensee.

10.11 Amendments in Writing

No amendment or waiver of this Agreement shall be binding unless executed in writing by both parties.

10.12 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all other agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations, conditions or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth in this Agreement.

10.13 Severability

Any provision in this Agreement which is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable

provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

10.14 Notice

All notices which may, or are required to be given pursuant to this Agreement shall be in writing and shall be served properly if personally delivered, delivered by facsimile transmission or mailed by registered mail with a return receipt addressed to the Licensee and the Corporation at such address as the Parties hereto may from time to time designate by notice in writing to the other. The date of receipt of any such notice shall be the date of delivery if same is personally served or sent by facsimile transmission, or, if mailed as aforesaid, shall be deemed to be the third business day following the date of mailing.

10.15 Survival

Notwithstanding the termination of the engagement of the Corporation, however effected hereunder, the provisions set forth in Sections 6, 7 and 8 shall survive such termination.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the Effective Date _____.

(individual's name)

Organizational Excellence Specialists



Signature

Signature

Name: Dawn Ringrose

Title: _____

Title: Principal

Schedule A Guidelines and Fees

Guidelines for Licensed Professionals are included in the OES business model, business plan, and work process documentation.

A description of fees and expenses applicable to the Licensed Professional follows. These fees and expenses are included in the OES business model:

- The Corporation sets prices for Framework products and services that are sold to professionals and organizations.
- Licensed Professionals set their own prices for Framework products and services that are sold to their clients.
- The **'annual license fee'** will be invoiced by and paid directly to the Corporation.
- The **'sales fee'** is on the per diem revenue of any work referred to the Licensed Professional by another party ("referring party"). This fee will be invoiced by and paid directly to the referring party.
- The **'assessment fee'** is for the use of the technological platform that is used to conduct organizational assessments against the OEF
- With updates to the business model of the Corporation, fees may be subject to change. Such changes will be reflected in an update to the business model that will be forwarded to all Licensed Professionals.
- Out-of-pocket expenses for business development are managed by each Licensed Professional and special projects that benefit the entire consortium are conducted on a cost-shared basis.