

## **REAL LIFE MANAGEMENT® RELATIONSHIP COACH LICENSE AGREEMENT**

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By completing and remitting an online coach profile form you have entered into an Agreement with Real Life Management, Inc., a Tennessee corporation ("RLM"), the principal business offices of which are located at 507 Bradford Hills Place, Nashville, Tennessee, 37211. Your signature (digital or physical) to this online coach profile serves as an attestation to be bound by this licensing agreement.

### **RECITALS**

- A. RLM has created the Real Life Management® 3 Minute Survey® ("Survey") along with a training program and materials all of which were developed to assess, survey, and/or evaluate, personal attitudes which affect beliefs, and in turn, determine available choices. The 3-Minute Survey® has been used in many industries since 1996.
- B. In connection with the 3-Minute Survey®, RLM has developed several interactive websites; [www.legacy3minsurvey.com](http://www.legacy3minsurvey.com), [www.3msurvey.com](http://www.3msurvey.com), [www.3minSurvey.com](http://www.3minSurvey.com), [www.waynenance.com](http://www.waynenance.com), [www.RealLifeAttitude.com](http://www.RealLifeAttitude.com), [www.reallifeattitude.com](http://www.reallifeattitude.com), and several other gateway URLs to access the main site, [www.reallifemanagement.com](http://www.reallifemanagement.com) (all of which are collectively referred to as the "Website") which provides general RLM information, access to various permission-based levels of training and user rights regarding RLM and the online 3-Minute Survey®, from which a comprehensive report ("Summary", "Basic" or "Full Report") may be printed.
- C. RLM has developed a system ("System") which includes the 3-Minute Survey®, Summary, Basic and Full Reports®, Business Leadership Reports®, 10 Step Gameboards®, Financial Fitness Coach Workbook® ("Financial Fitness Coach Attitude Training"), Certified Coach Workbook® ("Certified Coach Training"), Master Coach Workbook® ("Master Coach Training"), future Workbooks®, DVD's®, CD's®, PowerPoint Presentations® and other training materials® that utilize valuable methods and techniques, taught through personal coaching, seminars, and workshops, that educate and train in the use of the 3-Minute Survey®, the Summary, Basic and Full Report®, the Website® and the System® (collectively, the "RLM Products").
- D. Relationship Coach wishes to obtain from RLM and RLM wishes to grant to Relationship Coach a conditional, non-exclusive license to personally use the RLM 3-Minute Survey or "Attitude Only" RLM Products (in the case of a Relationship Coach) and become part of the RLM Financial Coach Network.

In consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, RLM and Relationship Coach agree as follows:

### **I. GRANT OF LICENSE**

- A. If a Relationship Coach License is elected in the section following the signature block, RLM grants to Relationship Coach a conditional, personal, non-transferable, and non-exclusive license ("License"), for the following: (i) to use the Attitude portion only of the RLM Products for their intended purposes, (ii) to have access and use the Relationship Coach area of the RLM Website (iii) Permission to print and distribute Summary and Basic Reports to use in his/her financial coaching practice or business and (iv) to be identified as an "RLM Relationship Coach" in connection with Relationship Coach's business operations ("Business").

- B. Relationship Coach may use the "Attitude Only" portion and related materials developed by RLM for new business and existing client prospects. Relationship Coach may use the approved workbook(s) and the handout training material(s) located on the RLM Relationship Coach Back office website provided that no changes are made to the workbook or the material. No changes can be made to any RLM material, in any way.
- Relationship Coach may charge any speaking fees for new business prospects or existing client prospects, marketing, educational, and corporate or community events where the "Attitude Only" RLM system or material is being utilized in connection with Relationship Coach's practice or business operations.
  - Relationship Coach is eligible to upgrade to an RLM Financial Fitness Trainer or Financial Fitness Consultant by enrolling and completing the requisite Trainer or Consultant training program(s) along with any other requirements for an additional upgrade package price. Upgrade package price to be determined at time of enrollment.
- C. Relationship Coach may speak, train or use the RLM System and RLM materials at public, church, educational, corporate, or community events or integrate the RLM 3-Minute Survey and Attitude Only material(s) within those events in his/her present scope of business.
- D. The Relationship Coach may also use the following RLM 10-Step to Financial Fitness Gameboard<sup>®</sup> as a part of this licensing agreement. Physical copies of the 10-Step Gameboard MUST be purchased exclusively through Real Life Management.
- Use of other RLM 10-Step Gameboards<sup>®</sup> (Health, Relationship, Leadership, Career, Real Estate, Property & Casualty, Spiritual), as well as any future 10-Step Gameboards<sup>®</sup> created or developed by RLM are not available for use by the Relationship Coach for any reason.
- E. A Relationship Coach cannot share, copy or distribute the RLM system or RLM material with any unlicensed associate, office partner, or organization unless the use of this system and material is part of a coaching relationship and is used in this regard due to the trademark and copyrighted confidential system of RLM. Any violations will be prosecuted under Federal trademark and copyright laws.

## II. TRAINING

RLM will provide initial training as a part of the license payment (either directly or through a certified RLM trainer), in the methods and techniques developed by RLM, as described in Section III below, without additional cost, provided the training is virtual or delivered through a learning management system. If an online or LMS option is not available, the licensee will be responsible for any and all travel-related expenses to attend a LIVE, in-person training event.

The training will use the procedures, methods, and standards set forth in RLM's training manuals and any subsequent revisions, and directives that are from time to time issued by RLM pertaining to the instruction regarding RLM Products. A Relationship Coach is required to complete a minimum of eight (8) hours of classroom training and pass a competency exam.

A Relationship Coach must complete the required training prior to using or recommending the use of RLM Products. Any violation of this section shall result in an immediate termination of this Agreement and the provisions of Section IX of this Agreement shall apply.

- A. Relationship Coaches – requirements to attend RLM training and achieve RLM Graduation Certification are as follows: 1) pay the current Relationship Coach Training and Licensing Fee in full prior to attending a scheduled training event, 2) complete, sign, and return to RLM a Relationship Coach License Agreement and Relationship Coach Software Licensing Fee, along with a Credit/Debit Card Authorization prior to attending scheduled training event 3) completion and attendance of 12 hours of training, which may be offered via a learning management system, LIVE online sessions, or LIVE in-person sessions, at

the discretion of RLM., and 4) achieve a successful minimum score of 80% on the Relationship Coach Training Certification final exam.

- B. Any Relationship Coach that does not attend nor participate in the training event in its entirety (no early dismissals will be permitted) will not be allowed to graduate or receive his/her Relationship Coach Certification without repeating the entire certification training event. No training fees will be refunded for any Relationship Coach that departs early during the certification training event.

Any Relationship Coach that does not successfully achieve a minimum score of 80% will not be certified as a Relationship Coach with RLM. The Relationship Coach may retake the exam up to three times to achieve a passing score.

- C. Relationship Coach must successfully complete up to a minimum of 4 hours of Continuing Education (CE) per year, via classroom, webinar, video, learning management system, or scheduled phone conferences, annual (CE) requirements are included as part of Relationship Coach's Annual License fee, along with payment of the requisite licensing and system renewal fees.
- D. Should the Relationship Coach not complete the annual (CE) or fail to pay the required renewal fees this Agreement shall be subject to immediate termination by RLM and the provisions of Section IX of this Agreement shall apply.

### III. PAYMENT

- A. **Relationship Coach Training Fee:** If a Relationship Coach License is elected in the section following the signature block, in consideration of the Real Life Management Relationship Coach License granted by RLM as described in Section I above, Relationship Coach shall pay a **Relationship Coach Training and System Licensing Fee** prior to attendance at the 2-day Relationship Coach training event, as set forth below:

- Relationship Coach Training & System Licensing Fee:
  - Current pricing for the Relationship Coaching Certification, permitting the use of the RLM System and/or related Products, with the applicable monthly software licensing fee (for generating assessment reports) are outlined in the Relationship Coach Data Sheet that you completed and submitted, and become a part of this agreement.

Notice will be sent to all currently licensed Relationship Coaches for any price adjustments related to the monthly software licensing fee at least 30 days before their implementation.

  - NOTE: The monthly software licensing fee begins 30 days after enrollment, regardless whether the licensee has completed the certification process.

- B. **Annual Relationship Coach License Renewal Fee:** In the case of a Relationship Coach License Agreement, consideration for the continuation of Relationship Coach License Agreement beyond the first year of certification, including access to the RLM back office website, utilization of the 3-Minute Survey, access to summary and basic survey reports, the "Attitude Only" RLM system, training and support material each Relationship Coach shall pay his/her **Annual Relationship Coach Software License Fee** prior to expiration of his/her anniversary as an RLM Relationship Coach. as set forth below:

- Annual Relationship Coach License Fee:
  - Currently, the software license fee for each Relationship Coach certified to use the RLM System and/or related Products was set at the time of enrollment. This fee may be adjusted in future years, at the sole discretion of RLM.
  - The Relationship Coach License Agreement software license fee will be placed on an automatic credit or debit card draft and will be withdrawn beginning 30 days after enrollment, whether the initial RLM training is completed or not.

- C. Relationship Coach must complete, sign and return a credit or debit card authorization form with Relationship Coach License Agreement prior to attending Relationship Coach License Certification Training Event.
- D. **Relationship Coach License Agreement Term:** The duration of the Relationship Coach License Agreement will be for an initial term of twelve (12) months and will automatically renew for subsequent twelve (12) month increments unless canceled in writing 30 days prior to the end of the current term, provided the Relationship Coach is in good standing and has completed the requisite CE obligations. There is no pro-rata refund for early termination.
- Relationship Coach Annual License Agreement Fee outlined above is to remain in full force and effect until RLM has received a minimum of 30 days written notification from Relationship Coach of its termination in such time and manner as to afford RLM reasonable opportunity to act on it and the provisions of Section IX of this Agreement shall apply. There is no pro-rata refund for early termination.
- E. Subject to the provisions of section III(C) above, if the Relationship Coach is in default of his/her Annual System License Fee payment obligation or any other amount required to be paid in accordance with this Agreement, RLM shall have the option to terminate this Agreement immediately and the provisions of Section IX shall apply.

#### **IV. OPERATIONS PROCEDURE**

The Relationship Coach is authorized to use the "Attitude Only" RLM System, products, and materials for new business prospects, existing clients, and integration of RLM 3-Minute survey within existing events in his/her present scope of financial sales, advising, or coaching. The Relationship Coach is permitted to use the RLM 10-Steps to Financial Fitness GameBoard<sup>®</sup> in his or her practice. Use of other RLM 10-Step GameBoards<sup>®</sup> (current or future) will require additional training and certification.

The Relationship Coach is authorized to survey or provide an **official RLM Assessment** of any individual as part of their ongoing business concern.

The Relationship Coach is authorized to use the "Attitude Only" or any portion of the RLM System, products, and materials for revenue compensation with their individual clients. To maintain uniformity of RLM Products received and to maintain the standard practices that are necessary to promote the goodwill of RLM's network, the Relationship Coach will use only the standard form of reports, the 3-Minute Survey<sup>®</sup>, Workbooks<sup>®</sup> and any printed material<sup>®</sup> prescribed by RLM for use in the RLM network of licensees. RLM will provide the Relationship Coach online access to the most current Forms and Reports and other RLM Publications for use or purchase.

The Relationship Coach may, at his/her expense, shall purchase RLM-themed materials directly from RLM, provided that the materials are currently available. The cost of RLM Products ordered by the Relationship Coach (together with all costs for postage and handling) will be payable, by the Relationship Coach, in advance.

RLM prohibits the Relationship Coach from using any form of reports<sup>®</sup>, the 3-Minute Survey<sup>®</sup>, workbooks<sup>®</sup> or any printed materials<sup>®</sup> purchased from other suppliers, as they may deviate either in content or in the standards of quality that have been established by RLM in the past or may be established by RLM in the future.

RLM's recourse for such violation will be a notice of termination of this Agreement and RLM shall retain any fees paid by the Relationship Coach as compensation for the added involvement of RLM in the monitoring and maintaining of its standards of quality. Any and all material available through RLM or the RLM System cannot be altered or changed without approved written authorization from RLM.

## **V. USE OF TRADEMARKS AND TRADENAMES**

In connection with the operation of the Relationship Coach's Business activities, the Relationship Coach will:

- A. Use the name Real Life Management® only in its entirety. The Relationship Coach may identify himself/herself (or itself as it relates to the coaching practice) as a Licensee of Real Life Management® under License to use and recommend the "attitude only" portion of the RLM System unless applicable law requires other or additional identification.
- B. Use the name and servicemark in a format and with a suffix or prefix designated by RLM. The Relationship Coach will not use or register any mark or variation owned by RLM including, but not limited to, Real Life Management®, the 3-Minute Survey®, 10 Step Financial Fitness Game Boards®, 10 Step Health, and Physical Fitness Game Boards®, 10 Step Relationship Game Boards®, or other 10 Step Fitness Game Boards® (Marriage, Parenting, Fundraising, Career, Health, Wellness, Real Estate, Property & Casualty, Spiritual, etc), trademark with any state or federal authority unless approved in writing in advance by RLM.

## **VI. INDEPENDENT CONTRACTOR**

- A. This Agreement is a license agreement to use the "attitude only" RLM Products and recommend the use of "attitude only" RLM Products, and no other relationship is created or formed other than licensor and licensee. The Relationship Coach acknowledges and agrees that the Relationship Coach is not authorized under this Agreement or otherwise to act for or on behalf of RLM in any matter whatsoever, except as specifically allowed in accordance with this Agreement. The Relationship Coach does not have the authority to obligate or bind RLM on any agreement, contract, or document.

The Relationship Coach shall be responsible for and shall be liable to promptly pay when due, all expenses of the Relationship Coach's business activities, including all taxes and levies of any kind in connection with the Relationship Coach's business activities and the income arising therefrom. RLM shall not be liable for any expenses, taxes, levies, or disbursements otherwise paid or incurred in connection with the establishment and maintenance of the Relationship Coach's business activities, and the Relationship Coach shall indemnify, defend and hold RLM harmless from any such liability.

- B. In granting the License, RLM does not authorize or empower the Relationship Coach to use RLM's name in any capacity other than as is provided in this Agreement. Likewise, this Agreement does not authorize the Relationship Coach to sign RLM's name to any contracts, documents, bills, notes, checks, drafts, leases, bonds, mortgages, bills of sale, or any other instrument in writing, or to hold itself out as a general or special agent, officer, director, or partner of RLM. It is understood and agreed that any unauthorized use of the RLM name shall be deemed a reason for the immediate termination of this Agreement and the terms of Section IX shall apply.

## **VII. TERM OF AGREEMENT; OBLIGATIONS AFTER TERMINATION**

- A. The Relationship Coach's contract term shall commence on the date of training and shall continue unless this Agreement is terminated in accordance with the provisions contained herein.
- B. The Relationship Coach acknowledges and agrees that the name Real Life Management®, the business reputation associated with it, the methods, techniques, and System, employed by RLM, the training, and instruction to be provided under the Agreement, the knowledge of the services and methods of RLM, the RLM Products, and the opportunities, associations, and experience established and acquired by the Relationship Coach under the Agreement, are of considerable value and the proprietary property of RLM. In consideration of these things, in the event of termination of this Agreement, for any reason whatsoever, the Relationship Coach will not use, sell or market the RLM Products, in any form (including

any derivation developed or worked upon by the Relationship Coach or its employees or staff), and will promptly return any and all of the RLM Products to the offices of RLM.

### **VIII. TERMINATION**

The occurrence of any of the following will be deemed a default, and RLM shall have the right to terminate this Agreement if (i) the Relationship Coach fails to comply with any of the terms of this Agreement, time being of the essence; (ii) the Relationship Coach fails to make any payment when the payment is due in accordance with the terms of this Agreement; or (iii) the Relationship Coach fails to observe or to perform any covenant set forth in this Agreement.

A licensed Relationship Coach is expected to use the RLM System as a consistent and regular part of their coaching program. As such, RLM will monitor the Survey activities of the licensee to ensure the program is being utilized and Surveys are being administered. The licensee agrees to put for his or her best efforts to survey and distribute a minimum of twenty-five (25) basic or full reports annually.

If the Relationship Coach does not remain in good standing, is found guilty of a felony, abusing or misusing the System with the public, violating the terms or conditions of this Agreement or is found to be a person of moral turpitude during and throughout the term of this agreement, he licensee is subject to suspension or termination at the sole discretion of RLM.

- A. In the event of a default, as defined above, this Agreement shall automatically terminate ten (10) days after RLM sends written notice to the Relationship Coach informing the Relationship Coach of the default, unless the default is cured by the Relationship Coach within the ten (10) day period.
- B. The Relationship Coach will be deemed to be in default under this Agreement, and all rights granted to the Relationship Coach under this Agreement will terminate immediately, if: the Relationship Coach fails to comply with the continuing education requirements set forth herein to keep the License current and/or if the Relationship Coach is convicted of a felony.
- C. The waiver of any default or defaults of the Relationship Coach by RLM will not operate as a waiver of successive defaults, and all rights of RLM on a subsequent default of the Relationship Coach will continue, notwithstanding one or more waivers.
- D. Upon a default of the Relationship Coach:
  - i. The Relationship Coach's login script will be disabled denying them access to the Website;
  - ii. The Relationship Coach will immediately cease from using (a) the trademark Real Life Management® or any authorized derivative of it, (b) all other names or service marks provided to the Relationship Coach pursuant to this Agreement or otherwise used by the Relationship Coach in any manner whatsoever in the conduct of business under this Agreement, including corporate or partnership names, and (c) all slogans, trademarks, copyrights, and the like of RLM;
  - iii. The Relationship Coach will cease earning credit or income from any contract the Relationship Coach sold or provided training for RLM.
  - iv. Although the Relationship Coach's Licensee Code (REPID) will remain operative, the Relationship Coach waives and permanently releases any and all rights to access information stored in the RLM software management system during any period the Relationship Coach is in default (although the Relationship Coach may regain access once the Relationship Coach ceases to be in default).
  - v. The Relationship Coach will immediately return at the Relationship Coach's expense via registered Priority Mail or overnight delivery service (such as FedEx or UPS) to RLM all of the RLM Products, including but limited to, instructions, operations manuals, applications,

workbooks, forms and materials, and other documents bearing RLM's service mark or name or any other marks supplied to the Relationship Coach by RLM.

If all RLM products are not returned for any reason, the Relationship Coach will be responsible for an RLM assessment fee of \$500.00. The assessment fee shall be due and payable to RLM within 15 days of Relationship Coach License Agreement termination.

- vi. Cease using the RLM System and the RLM Products.
- E. The Relationship Coach appoints RLM and its officers as his or its attorney-in-fact, to execute all instruments and to do all things necessary for accomplishing those acts required of the Relationship Coach under section D above, if the Relationship Coach fails to perform immediately on termination.
- F. In the event of termination for any reason, all amounts that the Relationship Coach still owes to RLM, if any, including any sum previously due with respect to the License fee specified in Section III, will immediately become due and payable.

After termination, RLM will be under no obligation to repay any amount previously paid by the Relationship Coach to RLM.

## **IX. CODE OF BUSINESS CONDUCT AND ETHICS**

The code of business conduct and ethics of Real Life Management applies to all Relationship Coaches and must be strictly observed. Failure to do so could result in disciplinary action up to and including termination. Real Life Management is committed to the highest standards of ethics and business conduct. RLM conducts its business as a good corporate citizen and complies with all laws, rules, and regulations applicable to it or the conduct of its business.

This commitment and standard of conduct govern our relationships with customers, suppliers, shareholders, competitors, and the communities in which we operate. Beyond the strictly legal aspects involved, the Relationship Coach at all times is expected to act honestly and maintain the highest standards of ethics and business conduct, consistent with the professional image of RLM.

RLM's response to misconduct will depend upon a number of factors including whether the improper behavior involved illegal or immoral conduct. Disciplinary action may include, but is not limited to, reprimands and warnings; probation, suspension, or immediate termination, and the provisions of Section IX shall apply.

## **X. REINSTATEMENT PROCEDURES/GUIDELINES**

If RLM elects to accept a Relationship Coach's request to reinstate a Relationship Coach License Agreement that has been terminated due to cancellation by Relationship Coach or in default of any payments or CE obligations due by Relationship Coach, the following will be required for reinstatement: (i) RLM written approval, (ii) re-entry phone or video interview with RLM Executive Management Representative, (iii) payment of all previous amounts due from the date of termination. RLM will only grant Relationship Coach a one-time courtesy reinstatement for those who have not been reinstated in the past.

## **XI. ASSIGNMENT**

The provisions of this Agreement will be binding on the Relationship Coach and their heirs, legal representatives, and assigns, and the Relationship Coach may not assign or transfer its rights under this Agreement without the prior written approval of RLM. RLM reserves the right to assign this Agreement to any affiliated corporation or third party on serving notice to the Relationship Coach in writing.

## **XII. GENERAL PROVISIONS**

The Relationship Coach specifically agrees and acknowledges that he/she has, in addition to the terms of this Agreement, reviewed any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement, you agree to be bound by them.

## **XIII. SEVERABILITY**

All of the clauses of this Agreement are distinct and severable, and if any clause is deemed illegal, void, or unenforceable, it will not affect the validity, legality, or enforceability of any other clause.

## **XIV. NOTICES**

Any notices required to be given under this Agreement can be given by actual delivery or by the United States certified or registered mail, return receipt requested, postage prepaid, directed to RLM or the Relationship Coach at their addresses as indicated above. Notice by mail will be deemed received on the 5th business day following the date the same was deposited in the United States Mail.

## **XV. APPLICABLE LAW; VENUE**

The Relationship Coach shall comply with all laws, rules, and regulations of duly constituted governmental bodies relating to the Relationship Coach's business, and any violation of them may be deemed by RLM to be a material breach of this Agreement. To the extent not prohibited by applicable laws, rules, and regulations, this Agreement will be interpreted and governed by Tennessee law except as to the extent federal law is applicable.

The Relationship Coach hereby acknowledges that a breach by the Relationship Coach of any of the terms herein will render irreparable harm to RLM and that RLM shall therefore be entitled to any and all equitable relief, including but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties, and to recover from the Relationship Coach all costs arising out of or related to the enforcement of the provisions of this Agreement by RLM, including, but not limited to, reasonable attorneys fees and court costs.

This License shall be governed by and construed under the laws of the State of Tennessee. The state and/or federal courts situated in Davidson County, Tennessee are hereby chosen by the parties as the exclusive venue for the resolution of any disputes arising under this License. In the event any litigation or any proceedings are commenced to enforce any provision of this License, the prevailing party shall be entitled to recover from the



non-prevailing party all costs and expenses incurred by it in connection with such litigation or enforcement proceedings, including, but not limited to, any reasonable court costs and attorneys' fees.

The Relationship Coach is obligated to notify the RLM Home Office of "Any" and "All" changes to the following within 30 days of said change: (1) Business Physical Address; (2) Business Mailing Address; (3) Relationship Coach or entity staff email addresses; (4) Office Phone Number; (5) Cell Phone Number; (6) Website or Social Media Sites; or other pertinent contact information.

### **RLM Program Costs: Financial Fitness Certification**

- [ ] \$999 RLM Relationship Coach Certification Fee
- [ ] \$ 69 RLM Monthly Software Subscription Fee (Unlimited Reports)

## **Relationship Coach Software Licensing Agreement**

### AUTHORIZATION AGREEMENT FOR PAYMENT

The duration of the Relationship Coach License Agreement is for an initial term of twelve (12) months and will automatically renew for subsequent twelve (12) month increments unless canceled in writing 30 days prior to the end of the current term. There is no pro-rata refund for early termination. Please complete the entire authorization form including the appropriate credit card information to process your automatic subsequent annual renewals. Relationship Coach will receive from Real Life Management an email confirming your annual RLM Relationship Coach License Agreement fee has been paid.

Relationship Coach agrees that all information provided is accurate and complete. Relationship Coach also acknowledges that their Relationship Coach License Agreement and all access may be immediately terminated at **Real Life Management, Inc.** discretion if any charges are declined or chargebacks are claimed against any outstanding amount. This authorization is to remain in full force and effect until Real Life Management, Inc. has received **written notification** from me (us) of its termination in such time and manner as to afford Real Life Management, Inc. a reasonable opportunity to act on it. Any questions or disputes to the Relationship Coach License Agreement Annual Payment amounts should be immediately reported to the attention of John Terry, President, at 479-970-2079 or by Email: [john@reallifemanagement.com](mailto:john@reallifemanagement.com)