

CareerIntuitiveCoach® & ISeeYourDreamJobCoach®
PO Box 17343 Boulder, Colorado 80308
CERTIFIED COACH CONFIDENTIALITY & NON-COMPETE AGREEMENT
CareerIntuitiveCoach & ISeeYourDreamJobCoach
PO Box 17343 Boulder Co 80308

Certified Professional Career Intuitive Coach Confidentiality
& Non-Compete Agreement

This Licensing, Confidentiality and Non-Compete Agreement ("Agreement") is entered into by and between CareerIntuitiveCoach®, Inc. doing business as ISeeYourDreamJobCoach® ("CareerIntuitiveCoach®") and (Name) _____, hereafter referred to as "You" and "Your." CareerIntuitiveCoach® and ISeeYourDreamJobCoach® and You agree as follows:

1. Confidential Information. While involved with CareerIntuitiveCoach® and ISeeYourDreamJobCoach® or attending CareerIntuitiveCoach® and ISeeYourDreamJobCoach® Coach Training, you will be exposed to certain valuable information that CareerIntuitiveCoach® deems confidential (hereafter the "Information"). This Information includes, but is not limited to, the CareerIntuitiveCoach® and ISeeYourDreamJobCoach® career and intuition methods, techniques, program, processes, unpublished materials, products, and all other information included in the scope of the confidential Information as described below, all of which are collectively referred to for convenience as the "CareerIntuitiveCoach® and ISeeYourDreamJobCoach® Program and Method." CareerIntuitiveCoach® wishes to disclose the Information only if it can do so without risk that the Information's value will be diminished. You understand that CareerIntuitiveCoach® has invested substantial effort into developing this Information and the CareerIntuitiveCoach® and ISeeYourDreamJobCoach® Program and Methods, and that your **unauthorized disclosure of the Information would irreparably damage CareerIntuitiveCoach®.**

The SCOPE of the confidential Information includes, but is not limited to the CareerIntuitiveCoach® and ISeeYourDreamJobCoach® career coaching and intuitive coaching methods, program, and discipline. The Information includes the teaching techniques, instructional and other materials, and concepts in the presentation package, workbooks, and power-point and video presentations that CareerIntuitiveCoach® will make available to you only upon your signing this Agreement. The Information includes designs, text, coaching techniques and combinations, and the concept of the CareerIntuitiveCoach® and ISeeYourDreamJobCoach® Program and Method, which themselves are among CareerIntuitiveCoach®'s trade secrets. The confidential Information includes CareerIntuitiveCoach® and ISeeYourDreamJobCoach®'s "know-how," clients, client lists, Certified Coach and Coach candidate lists, certification standards, databases, marketing, tactics and strategy, merchandising, licensing, licensees, vendors, personnel contracts and their terms, business models and plans, compilations, techniques, devices, intellectual property, methods, processes, copy, formats, packaging, brand names, formulas, patterns, products, slogans, and illustrations. **The Information includes all trade secrets and other information about CareerIntuitiveCoach®'s and ISeeYourDreamJobCoach®'s methods, programs, business, and techniques to which You are exposed while involved with CareerIntuitiveCoach® in any capacity.**

In consideration of CareerIntuitiveCoach® disclosing this Information to you, and training you to become a Certified CareerIntuitiveCoach® and ISeeYourDreamJobCoach®, You hereby agree that the Information is and shall be kept confidential, except as You are authorized to disclose it by CareerIntuitiveCoach® and only after being Certified as a Coach.

You must first complete all requirements set out by CareerIntuitiveCoach®, Inc. to become a Certified Coach and have express communication approval from CareerIntuitiveCoach®, Inc. for your Certification to be complete.

You also agree that information and resources which You develop or obtain while reviewing the CareerIntuitiveCoach® and ISeeYourDreamJobCoach® information or serving as a Certified CareerIntuitiveCoach® and ISeeYourDreamJobCoach® automatically become the property of CareerIntuitiveCoach®, and that You will inform CareerIntuitiveCoach® of those developments. You agree that all such Information shall be used only to

benefit CareerIntuitiveCoach.®

You also agree to keep the Information secret and to hold it in confidence except as You are authorized to disclose it by CareerIntuitiveCoach.® You agree that you will not divulge, without consent, any of the Information to anyone who does not need to know to further CareerIntuitiveCoach.®'s purposes unless: (a) the information is known to You prior to obtaining it from CareerIntuitiveCoach.®; (b) the information is, at the time of disclosure by You, then in the public domain; or (c) the information is obtained by You from a third party who did not receive it directly or indirectly from CareerIntuitiveCoach.®. You agree to return to CareerIntuitiveCoach.® all materials related to the CareerIntuitiveCoach® and ISeeYourDreamJobCoach Program® and Method within fifteen (15) days of the conclusion of Your providing services to CareerIntuitiveCoach.®, or when your certification ends, whichever is earlier, including all documentation, copies, notes, diagrams, computer data storage media, and other materials containing any portion of the Information.

Whether or not confidential or already public, CareerIntuitiveCoach.® trademarks and trade names (including CareerIntuitiveCoach®, BrilliantWorkCoach®, ISeeYourDreamJobCoach®, and others), and its written and recorded materials are protected by federal and state law, including copyright and trademark laws, from unauthorized reproduction or use, and may not be used or reproduced in any way without CareerIntuitiveCoach.®'s consent.

2. Authorized Disclosures by Certified CareerIntuitiveCoach.® and ISeeYourDreamJobCoach® Coaches.

Once certified as a CareerIntuitiveCoach.® and ISeeYourDreamJobCoach®, You are authorized to use the CareerIntuitiveCoach.® and ISeeYourDreamJobCoach® Program and Method with clients using the coaching materials and techniques as presented in the workbook distributed at or in connection with the Coach Training workshop. You agree to comply with all guidelines in the CareerIntuitiveCoach.® and ISeeYourDreamJobCoach® training manuals that you will receive as part of your training, and all other materials provided to you by CareerIntuitiveCoach.® from time to time, including but not limited to all guidelines relating to use of all CareerIntuitiveCoach.® and ISeeYourDreamJobCoach® names and logos (including CareerIntuitiveCoach.®, ISeeYourDreamJobCoach®, and BrilliantWorkCoach®) in all promotional activities associated with your work as a Certified CareerIntuitiveCoach.® and ISeeYourDreamJobCoach®. You may not use or disclose the names, logos, or Information in any other manner or context without CareerIntuitiveCoach.®'s written consent. You may not teach others to teach the CareerIntuitiveCoach.® or ISeeYourDreamJobCoach® Program and Method or to be CareerIntuitiveCoach.® or ISeeYourDreamJobCoach® Program and Method Coaches, and You may not certify others in the CareerIntuitiveCoach.® or ISeeYourDreamJobCoach® Program and Method. You may not authorize any facility to represent that it is an authorized or licensed CareerIntuitiveCoach.® or ISeeYourDreamJobCoach® Facility. You understand that the materials that will be distributed to you, including Sue Frederick's CareerIntuitiveCoach.® and ISeeYourDreamJobCoach books, are copyrighted works, and that they may not be copied, reproduced, licensed, displayed, performed, or distributed in any manner except as expressly authorized in the written manual that will be distributed at or in connection with the Coach Certification workshop.

3. Non-competition. You agree not to manufacture, sell, deal in or otherwise use or appropriate the Information for your own use, including but not limited to creating derivative works, adaptation, imitation, redesign, reverse engineering, digitization, or modification. Products or services that You are currently manufacturing or marketing that are similar to those described in the Information and that are expressly listed on Schedule A attached hereto ("Preexisting Products") are exempt from this non-competition provision. You agree that You will not market, or cause to be marketed any career coach or intuitive coach method or program that is substantially similar to the CareerIntuitiveCoach.® or ISeeYourDreamJobCoach® Program and Method to anyone in the world at anytime during the time you are reviewing the CareerIntuitiveCoach.® or ISeeYourDreamJobCoach® Information or performing services for CareerIntuitiveCoach.® or ISeeYourDreamJobCoach® or serving as a Certified CareerIntuitiveCoach.® or ISeeYourDreamJobCoach® and for a period of two years after the completion of that review or those services, or your certification ends. You further agree that You will not market, or cause to be marketed any program or method using the same or a substantially similar method to persons or businesses whom are then-present clients, contractors, directors, employees, or Coaches of CareerIntuitiveCoach.® or ISeeYourDreamJobCoach® for a period of two years after review, the completion of the services you performed for CareerIntuitiveCoach.® or ISeeYourDreamJobCoach® or your certification ends. If the provisions contained in this noncompetition provision are deemed to exceed the time, geographic, or other limits imposed by applicable law in any jurisdiction, then such provision shall be deemed

NONDISCLOSURE & NONCOMPETITION

reformed in such jurisdiction to the maximum extent permitted by applicable law.

4. General Provisions. This is the Parties' entire Agreement. It supersedes any and all prior agreements whether written or oral, and may be amended only by a separate writing. The persons signing below represent and warrant that each has the full power and authority to bind the party on whose behalf he or she signs, even if he or she signs on behalf of a corporation. This Agreement shall be construed using Colorado law except as it applies to conflicts of law. The Parties consent to the jurisdiction of any federal or state court within Boulder, Colorado. If any provision of this Agreement is determined to be unenforceable, that provision shall be reformed as set out above, or severed if such reformation is not applicable, and all other provisions shall remain in effect. This Agreement is not assignable, and shall bind the Parties and their heirs, fiduciaries, affiliates, directors, shareholders, partners, and successors. Correspondence will be to the Parties at the addresses at the bottom of this Agreement, or to such other places that the Parties designate from time to time in writing. This Agreement may be signed in counterparts, which together shall be one contract. Faxed and emailed scanned signatures shall be construed to be as valid as originals.

ACCEPTED AND AGREED AS OF THE EFFECTIVE DATE ABOVE:

Dated: _____

Dated: _____

By: _____

By: _____

Sue Frederick
For: CareerIntuitiveCoach[®], Inc.
PO Box 17343
Boulder, CO 80308

Print Name: _____
For Company Name: _____
Street Address: _____
City, State, Zip: _____

NONDISCLOSURE & NONCOMPETITION

**SCHEDULE A
PREEXISTING PRODUCTS**

Only those products listed here below are Pre-existing Products/Services exempt from the noncompete provisions of this Agreement.

PRODUCT NAME

PRODUCT DESCRIPTION

Dated: _____

Dated: _____

By: _____

By: _____

Sue Frederick

Print Name: _____

For: CareerIntuitiveCoach®, Inc,
PO Box 17343
Boulder, CO 80308

For Company Name: _____

Street Address: _____

City, State, Zip: _____