



LICENSE AND SERVICES AGREEMENT

(Please complete and fax back to 086 648 9988 or scan and email to bill@life-coach-training-sa.com)

This License and Services Agreement is made between:

New Insights Africa Coaching & Communication
1st Floor Triangle House
22 Riebeek Street
Cape Town
8001
("NIA")

- And -

(The "Licensee")

- Preamble:** NIA has acquired the license, from Frame of Mind Coaching (FOM) in North America, to make the Journal Engine™ software application available to its customers, through a dedicated website owned by NIA (The "Product").
- Scope:** In accordance with and subject to the provisions of this Agreement, NIA agrees to license access to and use of the Product to the Licensee, and in return, the Licensee agrees to pay NIA the fees specified in this Agreement.
- Definition:**

"Product" means the Journal Engine™ software application as developed by FOM and licensed to NIA for use on its dedicated website. The Product is a web-based journalling and social networking tool that is designed to enhance a coaching process through coach-client on-line communication, automated assignment delivery, and social networking.

"Platform" means the NIA website, www.life-coach-journal.com and the brand, Journal@New Insights Africa that provides the interface and access to the Journal Engine™ software application.

4. **License:** NIA hereby grants to the Licensee a non-exclusive, personal, non-transferable license, without any right to sub-license, during the Term: (a) to access the Product via the Platform; and (b) to use the Product for the purposes of enhancing a coach-client relationship and experience, creating an automated coaching program, and establishing a social network.
5. **Platform:** NIA shall take reasonable commercial steps to make access to the Platform available to the Licensee and its authorized users 7 days a week, 24 hours a day, subject to routine maintenance and upgrades. Whereas NIA cannot guarantee access to the Product, it has secured the commitment from FOM to take reasonable commercial steps to make access to the Product available 7 days a week, 24 hours a day, subject to routine maintenance.
6. **Fees and Fair Usage:** An ongoing Monthly License Fee shall be paid by the Licensee to NIA, for unlimited usage of the Product subject to restrictions on the numbers of users introduced by the Licensee. The Monthly License Fee and user restrictions are set out in the attached Schedule of Fees. NIA will automatically debit the Licensee with this fee, monthly in advance, on the 1st day of each month, in terms of the bank debit mandate in the Addendum to this Agreement as signed by the Licensee.
7. **Billing details:** (a) The Licensee is solely responsible to advise NIA promptly of any change of billing information in respect of the account that is to be charged. (b) Unless otherwise agreed upon in writing by both parties, all fees shall be paid by the Licensee to NIA in South African Rands. (c) NIA shall include in the fees and the Licensee shall pay all applicable taxes.
8. **Intellectual Property.** The Licensee acknowledges that the the Journal Engine™ software application is proprietary to FOM and that FOM retains all right, title, and interest in and to the Product, including without limitation all rights to copyright, patent and other proprietary rights. The Licensee also acknowledges that the Platform is proprietary to NIA and that NIA retains all right, title, and interest in and to the Platform, including without limitation all rights to copyright, patent and other proprietary rights.
9. **Restrictions on Use:** The Licensee agrees not to modify, adapt, change, reverse engineer, reverse compile, or otherwise disassemble the Product, or attempt to do so, or permit any third party to do so or to attempt to do so. The Licensee also agrees not to use any element of the Product in any way whatsoever other than as part of the complete Product.
10. **User Access:** (a) The Licensee shall, to the best of its ability, not allow users to include any objectionable content or introduce viruses to the service and shall institute such safeguards as NIA deems necessary to prevent the posting, uploading or inclusion of any objectionable content or viruses to the service. The Licensee acknowledges and agrees that NIA does not monitor and exercises no control over any user content posted on or through the service. (c) The Licensee shall have access to only their database of end user clients and shall be restricted access to any end user client or end user client information that is using the software as a result of FOM, NIA, other licensing users, or any other means.
11. **End User Security:** Responsibility for maintaining the integrity of all end user information lies with FOM, which has agreed with NIA to undertake such responsibility in accordance with all laws under the Province of Ontario, Canada, and the state of Texas, USA (the physical location of the hosting servers for the Product). In terms of that agreement, FOM will not sell any end user information to any third party under any circumstance. All end user information will be kept within the database of NIA and will not be used by FOM or exposed to any other licensing user. In addition, NIA undertakes not to do anything that might jeopardise the integrity of end user information and will not sell any end user information to any third party under any circumstance.
12. **Disclaimer of Warranties:** (a) NIA makes the product available to the licensee on an “as is” basis. Despite any other provision of this agreement, there are no express or implied warranties or conditions in relation to the product or any service referred to in this agreement, including without limitation any

implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement, or that the product or the services will meet the licensee's needs, will be available for use at any particular time or will be error-free. (b) The Licensee acknowledges and agrees that despite security measures implemented to secure the service and user data, such measures may not prevent unauthorized electronic intruders from accessing the servers. NIA shall not be liable to the Licensee and hereby disclaims responsibility with respect to any action, destructive or otherwise, by any unauthorized electronic intruder or as a result of any electronic intrusion.

13. **Limitations of Liability:** (a) In no event shall either party be liable to the other party for any indirect, special, incidental or consequential damages arising from this Agreement or the use or inability to use the Product or Platform by the Licensee or any third party.
14. **Indemnity:** The Licensee shall indemnify, defend and hold NIA harmless from any and all claims, demands and actions by third parties for damages, losses, liabilities, costs and expenses (including reasonable fees of attorneys and other professionals) arising out of or in connection with the use of the Product and/or Platform and the services under this Agreement.
15. **Term.** The effective date of this Agreement shall be the date specified in Part (B) to the Addendum to this agreement.
16. **Termination by NIA.** NIA may terminate this Agreement immediately upon giving written notice of such termination to the Licensee without prejudice to enforcement of any other legal right or remedy, if the Licensee: (i) infringes the intellectual property rights of NIA or FOM; (ii) does not pay any fee when due and owing; (iii) breaches any other material provision of this Agreement (iv) becomes or is adjudicated insolvent or bankrupt or ceases to carry on business in the normal course; or (v) decides that the relationship is no longer in their best interests. Upon termination of this Agreement the Licensee shall download all of its users' data no later than 5 days after the effective date of termination and NIA shall no longer be responsible to retain any such data.
17. **Termination by the Licensee.** The Licensee may terminate this Agreement at any time by providing, to NIA, one full calendar month's notice, in writing, of intent to do so.
18. **Miscellaneous.**
 - a. This Agreement, including its Schedules, constitutes the entire Agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings and representations related to these matters, whether written or oral.
 - b. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Despite the preceding sentence, either party may assign this Agreement on notice to and without the need for the consent of the other party, to a purchaser of all or substantially all of the assets of the assigning party's business, or to a third party with which the assigning party is merging or amalgamating.
 - c. The parties are independent contractors and no other relationship is intended. Nothing in this Agreement is to be construed as creating the relationship of joint venturers, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.
 - d. If any provision or part of any provision in this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, it shall be severed from the Agreement without affecting the validity of the balance of the Agreement.
 - e. The terms of this Agreement may only be amended in writing, dated and signed by both parties.
 - f. The capitalized headings in this Agreement are only for convenience of reference and do not form part of or affect the interpretation of this Agreement. Words importing the singular number include the plural and vice versa and words importing any gender include the masculine, feminine and neuter genders.

- g. This Agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns.
- h. This Agreement shall be governed by the laws of South Africa.

In witness of which the parties have caused this Agreement to be duly executed and delivered:

Signed For Licensee:	
Print Name:	
Title:	
Date:	
Signed For NIA:	
Print Name:	
Title:	
Date:	

**SCHEDULE TO AGREEMENT
- FEES -**

The Monthly License Fee payable (inclusive of SA VAT @ 14%) is:

- R250p.m. for Certified Coaches
- R100p.m. for Trainee Coaches*

*Upon attaining certification, trainee coaches will automatically pay the higher fee with effect from the beginning of the second calendar month after certification.

The fee payable entitles the customer to introduce up to 25 clients to Journal@New Insights Africa. NIA reserves the right to adjust the fees in the event that the customer introduces a higher number of clients.

Fees will be reviewed by NIA at the beginning of each calendar year and customers will be given at least one calendar month's notice of any adjustment to the fees payable.

**ADDENDUM TO AGREEMENT
- BANK DEBIT ORDER INSTRUCTION -**

(A) I hereby authorize NIA to debit my account in advance on a monthly basis with the amount set out in the Fee Schedule to this agreement, namely R100 / R250 * (*delete whichever is not applicable) or as may be adjusted from time to time, on the first working day of each month, starting on the date listed in (B) below.

I hereby authorize your agent, MyGate Communications (Pty) Ltd., to debit my account on your behalf.

This debit order agreement may be cancelled by giving one full calendar month's notice in writing but I understand that any amount(s) withdrawn while this agreement is in force is owing.

I hereby agree that the party hereby authorized to debit my bank account may not cede or assign any of its rights and that I/we may not cede any of our obligations in terms of this debit order instruction to any third party without prior written consent of the authorized party.

(B) The start date for this Agreement and due date for first payment from the licensee is:

1st day of 20

(C) My bank details for the monthly direct debit are as follows:

Account Name:	
Account Type:	
Account Number:	
Banking Institution:	
Branch:	
Branch Code:	

Signed:

Full Name:	
Signature:	
Date:	