



**CAREER DIRECT CONSULTANT
TRADEMARK LICENSE AGREEMENT and TERMS OF USAGE**

THIS TRADEMARK LICENSE AGREEMENT is entered into this by and between Crown Financial Ministries, Inc. (referred to as "Crown"), a not-for-profit corporation organized under the laws of the State of Tennessee, U.S.A. whose principal place of business is Knoxville, TN and Carmen Bahlmann (referred to as "Career Direct Consultant"). The Agreement is based upon the following facts and intentions of the parties:

WHEREAS, Crown and Career Direct Consultant desire to enter into a relationship pursuant to which they intend to work together in pursuit of the mutually-shared goals; and Crown currently has and expects in the future to enter into similar such relationships with other organizations.

WHEREAS, Crown has utilized trademarks and service marks, including, but not limited to CROWN and the CROWN Design, and the domain name crown.org; careerdirect.org, together with certain other distinguishable names, words, phrases, designs or symbols as trade names, trademarks and/or service marks, registered and unregistered, in its ministry, employment, education, fund-raising, education, products and other programs (the "Crown Marks"; "Career Direct Marks") and has taken steps to protect these marks under the laws of the United States of America and other countries;

WHEREAS, Crown has carried out extensive activities outside the United States in a number of other countries;

WHEREAS, the Crown / Career Direct marks have acquired international recognition as identifying the goods and services of Crown;

WHEREAS, Crown and Career Direct Consultant desire that Career Direct Consultant use certain of the Crown / Career Direct Marks and certain other marks that may be adopted by Crown in the future, in accordance with the terms set forth hereinafter in this Agreement; and

WHEREAS, Crown and Career Direct Consultant desire that Crown's / Career Direct's marks be protected throughout the world and that Crown's and Career Direct Consultant's common understanding regarding the use and protection of such marks be memorialized and confirmed by this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the promises and covenants contained herein, the adequacy and sufficiency of which the parties hereby acknowledge, Crown and Career Direct Consultant mutually agree as follows

1. Ownership of Marks and Domain Names. Career Direct Consultant acknowledges that Crown is the sole owner of all right, title and interest in and to the Marks, including any and all goodwill accruing to the Marks, in the Territory and elsewhere in the world, and Career Direct Consultant acknowledges the validity of Crown's title in and to the use and registrations of the Marks in the Territory and elsewhere in the world. Career Direct Consultant agrees not to challenge, contest or assert any claim, or assist anyone else to challenge, contest or assert any claim, with respect to the Marks against Crown. Career Direct Consultant acknowledges that it has no right, title or interest in the Marks, or in any registration of the Marks, other than the license granted hereby. Career Direct Consultant agrees that any and all goodwill accruing to the Marks

inures solely to the benefit of Crown. Career Direct Consultant further agrees that its use of any Mark as a trade name, and specifically as a corporate name, or any portion thereof, shall provide it with no legal or equitable rights separate and apart from this Agreement, and shall create in Career Direct Consultant no right of ownership in any of the Marks as a trade name or specifically as a corporate name.

2. Registration of Marks. Crown, as owner of the Marks, shall take those actions it, in its sole discretion, deems appropriate and necessary in regard to registration, maintenance or protection of the Crown Marks and shall bear all expenses associated therewith, including application fees, renewal fees, and all other legal or governmental fees. If requested to do so by Crown, Career Direct Consultant hereby agrees to join with Crown in the execution of appropriate documents regarding Career Direct Consultant's use of the Marks in the Territory and otherwise take such reasonable steps as may facilitate the registration, maintenance or protection of the Marks, including recorded of this Agreement. Career Direct Consultant shall not seek registration for any Mark, except as authorized in writing by Crown. Any application for registration of a Mark filed by Career Direct Consultant shall be filed solely on behalf of Crown and in Crown's name.

3. Protection of Marks. In the event of infringement of the Marks by a third party, Crown, in its sole discretion, shall determine whether to institute legal action, and the cost of any such litigation or protection of the rights granted by Crown herein shall be paid by Crown. Career Direct Consultant shall promptly give notice in writing to Crown of any infringement of the Marks within the Territory that shall come to its knowledge at any time and shall cooperate with Crown in seeking to end such infringement. Career Direct Consultant shall promptly give notice in writing to Crown of any claimed infringement of another mark by Crown or Career Direct Consultant within the Territory and shall cooperate with Crown in taking such action in response to such claim as deemed appropriate by Crown.

4. Term and Termination.

4.1 The term of this Agreement shall be for an initial one (1) year term and shall thereafter be automatically renewed from year to year for additional one (1) year terms subject to termination pursuant to any provision set forth in this Agreement.

4.2 This Agreement may be terminated by Crown with or without cause at any time, whether or not the Distribution Agreement between Crown and Career Direct Consultant continues in force.

5. No Assignment; No Sublicense.

The license granted herein by Crown to Career Direct Consultant is granted solely to Career Direct Consultant and may not be assigned or transferred, pledged, or otherwise encumbered in whole or in part by Career Direct Consultant.

6. Confidentiality.

Each party shall protect and keep confidential any and all client information that is obtained in the Career Direct reports, dashboards, and profiles.

7. Indemnification.

7.1 Indemnification of Career Direct Consultant. Crown shall indemnify Career Direct Consultant and hold Career Direct Consultant harmless from any and all damages, injuries, liabilities, and expenses that Career Direct Consultant or its directors, officers, or other agents may incur, respectively, including but not limited to reasonable attorneys' fees, arising from Crown's breach of this Agreement.

7.2 Indemnification of Crown. Career Direct Consultant shall indemnify Crown and hold Crown harmless from any and all damages, injuries, liabilities, and expenses that Crown or its directors, officers, or other agents may incur, respectively, including but not limited to reasonable attorneys' fees, arising from Career Direct Consultant's breach of this Agreement.

7.3 Survivability. This provision shall survive termination of the Agreement.

8. General Contract Provisions

8.1 Entire Agreement/Amendments This Agreement constitutes the entire Agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. The Exhibits referred to herein is/are incorporated herein by reference and integrated into the Agreement.

8.2 Governing Law This Agreement shall be construed and the legal relations between the parties hereto shall be governed by the laws of the State of Tennessee, United States of America.

8.3 Severability. If any Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Section or portion thereof shall be severed from the remainder of this Agreement.

9: Terms of Usage

Being a Career Direct consultant is both a business and a ministry. As Career Direct is a very confidential and unique test, we value and protect this tool as God's property. As a Career Direct consultant, we ask that you honor the following agreement.

9.1 I will endeavour to give good and Godly consultation and not deviate from what was taught in the training.

9.2 I will prepare adequately and give proper feedback to every candidate that completed the Career Direct assessment.

9.3 I will set fair and honorable pricing for my consultation services that is in alignment with my training and professional experience. I will note the pricing guidelines set forth by Career Direct when I determine my final consulting fees for both educational and occupational consulting.

9.4 You will qualify for your "Career Direct Consultant" certification after completing Career Direct Consultations within 6 months after completing your training (date below).

9.5 To maintain an "active" status as a Career Direct Consultant, 6 consultations within my dashboard per year (after initial certification) will need to be completed. Failing to complete 6 consultations will lead to your status changing to "Restricted". A Career Direct retrain process by a Network Leader will need to be completed to become an active consultant again.

*If you have become restricted, you have up to 3 months from your restriction date to request a one-time, free reactivation. (Look in your Consultant Dashboard under your Current Certification Cycle to determine how many months restricted you have become.)

Once you are three to twelve months past your restriction status date, reactivation fees will apply. From 3 to 6 months restricted: US\$50

*From 6 to 12 months restricted: US\$100

*If you are more than 12 months restricted, you must a refresh training. Contact your Network Leader for details.

9.6 Annual re-certification deadlines will be on the date that corresponds with your 6 months initial certification deadline. (ie Training date: February 1st; 6 month cert. deadline: August 1st; annual re-certification deadline: August 1st)

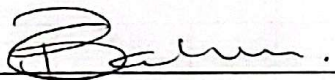
9.7 Career Direct code pricing will be revised on a yearly basis.

The violation of any of the above agreement will lead to the cancellation of your Career Direct license and will disqualify you from receiving any access to the Career Direct Network.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date hereinabove set forth.

On behalf of consultant:

Consultant Printed Name: Carmen Bahlman

Consultant Signature: 

Training Completed Date: _____

CROWN FINANCIAL MINISTRIES, INC.

By:

Printed Name: Alet Strydom

Title: Senior Director Assessments & Coaching

CROWN Career Direct Consultant Agreement

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