

**CHARTHOUSE INTERNATIONAL LEARNING CORP.
STANDARD TERMS AND CONDITIONS OF SERVICES
EFFECTIVE FEBRUARY 1, 2019**

These Standard Terms and Conditions apply to all Services (as defined) provided by ChartHouse International Learning Corp. (“ChartHouse”) to its Clients and are incorporated by reference into all Agreements with Clients, whether written or oral. The effective day of the current version of Standard Terms and Conditions appears above. The Standard Terms and Conditions may be prospectively modified from time to time by ChartHouse in the manner described below.

1. **Definitions.**

a. **“Agreement”** means a written or oral understanding between ChartHouse and a Client relating to the provision by ChartHouse of Services (including delivery of Products) to the Client.

b. **“Broadcast”** means the transmission by wire or over the air, including by internet, intranet, closed circuit, cable television or satellite transmissions, of any Service(s).

c. **“ChartHouse Trademarks”** means CHARTHOUSE, FISH!, FISH! PHILOSOPHY, and all other registered and unregistered trademarks and service marks utilized by ChartHouse to identify itself as the source of Services, including Products.

d. **“Confidential Information”** means any information, whether or not reduced to writing, that (i) relates to Service(s) (including Products) or to each Parties’ respective business; (ii) is not generally known or readily ascertainable; and (iii) provides a competitive advantage or is considered by the owner of the information to be confidential.

e. **“Client”** means a purchaser of Services from ChartHouse including, without limitation, a participant/attendee of a Performance or of Training, a purchaser from ChartHouse of any Product or Client Services License, an entity who has acquired assessment or consulting services, or an authorized re-seller of Services.

f. **“Client Licenses”** means Client Service Licenses and Client Trademark Licenses granted by ChartHouse in connection with the provision of Services purchased by a Client from ChartHouse.

g. **“Client Services License”** means the grant to a Client of a limited license that enables and governs the use of Services. All rights to licensed Services shall remain owned by ChartHouse. Client may not use the Service for any purpose not granted by the license, including but not limited to duplicating, Broadcasting, publishing, editing, reselling, creating a derivative work, or any other commercial use.

h. **“Client Trademarks License”** means the grant to a Client of a limited license that enables and governs the use of ChartHouse Trademarks in connection with the marketing, provision or sale of services or products made available by the Client to its customers pursuant to a Client Services License.

i. **“Intellectual Property”** means the copyrights, trademarks, service marks, ideas, inventions, discoveries, symbols, images, expressive works (verbal, visual, musical, theatrical), or other forms of intellectual property developed and/or owned by ChartHouse. Intellectual Property includes, but is not limited to, all FISH! and FISH! Philosophy products, copyrights, trademarks and service marks, and other proprietary rights.

- j. **“Inventions”** means all discoveries, improvements, original works of authorship, processes, techniques, know-how and data, whether or not patentable or copyrightable or protectable as trade secrets, made or conceived or first reduced to practice or learned by the Client during any Agreement between a Client and ChartHouse and which result from any work the Client performed for ChartHouse or that are made through the use of any of ChartHouse’s facilities, supplies, Intellectual Property, trade secrets or time.
- k. **“Parties”** means ChartHouse and its Clients.
- l. **“Performance”** means a demonstration, facilitation, workshop, lecture, exhibition, seminar, or other public or private event presented by ChartHouse or its Subcontractors. “Performance” includes the technology and processes used in the presentation, including any Intellectual Property utilized to market or execute the presentation.
- m. **“Product”** means the licensed motion pictures (*e.g.* films, videos, DVDs, streamed videos), licensed written materials, print or electronic materials (*e.g.* books, play books, guides, ebooks, PDFs), and ancillary products (*e.g.* magnets, stuffed animals, certificates, etc.).
- n. **“Program”** means a body of knowledge which is incorporated into ChartHouse Services, including Products, Training, and Performances, and includes the technology and processes of training on use of ChartHouse Intellectual Property.
- o. **“Non-Exclusive”** means that ChartHouse, in its sole discretion and without consultation, may appoint at any time additional representatives, agents, licensees, training consultants, and distributors who may sell or Perform any ChartHouse Programs or Services without breaching this or any Agreement and without compensation, payment or liability to Client of any kind.
- p. **“Services”** means the services provided by ChartHouse to Clients, which include services provided directly by ChartHouse or its subcontractors and Products sold to support those services or to enable Clients to (i) acquire knowledge or Training associated with the culture change, employee engagement, organizational development and other services offered by ChartHouse; and (ii) utilize those Services in connection with the service offerings made available by the Client to its customers pursuant to a Client Services License.
- q. **“Training”** means a Performance in which the primary purpose is to train attendees to effectively utilize ChartHouse Programs and Services.

Licenses. Clients must fully describe to ChartHouse the intended uses of Services in connection with services they intend to offer to their customers (including, without limitation, re-sale of Products to end user customers pursuant to use of a Client Services License). Clients are similarly responsible for ensuring that their Agreements with ChartHouse describe all Client Licenses required by the Client to make use of ChartHouse’s services in the contemplated manner. To the extent that the Services provided pursuant to an Agreement between ChartHouse and a Client requires a license(s) to utilize those Services in the manner described in the Agreement, the following terms apply to the Agreement:

- r. ChartHouse grants to the Client, for the term of the Agreement covering those Services, a Non-Exclusive Client Services License to utilize Programs, Products, Performances, Training, or other Services utilizing ChartHouse’s Intellectual Property solely in the manner described in the applicable Agreement. To the extent that the license described in these Standard Terms is inconsistent with a license specifically negotiated and described in the Agreement, the terms of the license contained in the Agreement shall control.
- s. ChartHouse grants to the Client, for the term of the Agreement, a Non-Exclusive Client Trademarks License to utilize applicable ChartHouse Trademarks in connection with Services

provided by the Client pursuant to a Client Services License or other permission from ChartHouse. Any use of ChartHouse Marks is conditioned on the Client's continued adherence to the policies established by ChartHouse for use of its ChartHouse Trademarks, including style, design, and manner of display of ChartHouse Trademarks; public recognitions of ChartHouse as the owner of rights to Services, Products or other materials bearing the ChartHouse Trademarks; prohibition on use of ChartHouse Trademarks with any products or services for which ChartHouse is not the source; and maintenance of quality levels for that portion of the Client's services into which use of Services bearing the ChartHouse Trademarks is integrated by permission of ChartHouse. Clients must consult with, and obtain authorization from ChartHouse before making any use of ChartHouse Trademarks that have not been previously approved by ChartHouse.

t. Clients shall not contest ChartHouse's ownership of its Intellectual Property or the validity or breadth of its rights thereto.

u. Absent specific written agreement of ChartHouse, Clients may not directly or indirectly grant sub-licenses of any Client Licenses.

v. Clients may not assign or transfer any Client License except in connection with an assignment of the Agreement(s) pursuant to which the Customer License is granted to which has been approved in writing by ChartHouse.

w. Other than sales to end user customers pursuant to a Client Services License, Clients may not re-sell Products to third Parties unless specifically permitted to do so in a written Agreement with ChartHouse.

x. Clients may not make use of any trademarks or service marks or tradenames that are confusingly similar to any ChartHouse Trademarks or seek to register claims or rights to any of ChartHouse's Intellectual Property, including any derivatives thereof.

y. Unless otherwise agreed in a written Agreement with ChartHouse, the Intellectual Property rights to Inventions arising from, or related to Services, including Inventions arising from, or related to activities performed under a Customer License, belong exclusively to ChartHouse. That ownership by ChartHouse includes, without limitation, all Inventions to which a Client contributes and all derivatives of ChartHouse's Intellectual Property created or contributed to by a Client.

2. **Warranties and Limitation of Liability.**

a. **ChartHouse Warranties.** ChartHouse warrants that its Services will be provided in a means consistent with industry standards and that use of its Services, through license or otherwise, will not constitute infringement of Intellectual Property rights of Third Parties. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Client shall promptly notify ChartHouse if it believes that it has a warranty claim and will reasonably cooperate in ChartHouse's efforts to investigate and address the warranty claim. ChartHouse shall remedy or replace the services which are the subject of the warranty claim or, at ChartHouse's sole discretion, reimburse client for the cost of the subject Services if remediation or replacement is deemed impractical or impossible. The foregoing represents Client's sole remedy for a breach of warranty, breach of contract, or other claim arising from provision of Service to Client. UNDER NO CIRCUMSTANCES, BE IT FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER CLAIM, SHALL CHARTHOUSE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR

PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE. The express warranties by ChartHouse are voided if Client utilizes Services in a fashion other than the purpose for which they are acquire including, without limitation, breach of restrictions on licensed uses of Services.

b. **Client Warranties.** Each Client represents and warrants that it may lawfully undertake all actions contemplated by its Agreements with ChartHouse pursuant to applicable laws, and will timely and faithfully carry out all acts to comply with any such laws or rules. The Client shall, at its expense, notify ChartHouse of any filing requirement imposed by the applicable jurisdictions and shall complete such filings and obtain any required approvals. This provision includes (i) any and all import licenses and other governmental approvals, (ii) all registration requirements in the jurisdictions in which Client operates its business, and (iii) any and all governmental laws, regulations, and orders that may be applicable to Client by reason of its Agreements with ChartHouse. The Client shall also inform ChartHouse of the existence and content of any applicable law in the Territory that conflicts with any provision of this Agreement at the time of execution or thereafter of which a Client becomes aware, including but not limited to any copyright, trademark or other laws affecting ChartHouse's Intellectual Property rights and any law that would subject this Agreement to franchising regulations within the Territory. Finally, the Client shall maintain and furnish to ChartHouse such documentation as ChartHouse may request to confirm the Client's compliance with this provision and agrees that it shall not engage in any conduct that, in ChartHouse's reasonable belief, would cause ChartHouse to be in violation of any laws affecting this Agreement or the Intellectual Property. ChartHouse may terminate an Agreement immediately for breach of this paragraph.

Shipping. Unless otherwise stated, all such prices are for delivery EX ChartHouse. For purposes of this Agreement, the term "EX" shall have the meaning given in INCOTERMS 2010 as published by the International Chamber of Commerce.

Electronic Delivery of Services. For electronic delivery of Services including Programs, Training, Performances and Products, ChartHouse may supply the appropriate access to, or electronic files for the purpose of electronic delivery and/or streaming via the Internet. ChartHouse reserves the right to inspect and approve a Client's security and protections for streaming video or "Video On-Demand" at any time, and may, in its sole discretion, revoke "Video On-Demand" option for presentations or distribution.

6. **Non-Disclosure of Confidential Information.** Each Client shall (i) regard and preserve as confidential any Confidential Information of ChartHouse made available to it as a consequence of its relationship with ChartHouse; (ii) refrain from directly or indirectly publishing or disclosing any part of such Confidential Information to third Parties; (iii) refrain from using such Confidential Information except as required in connection with this Agreement without the prior written consent of ChartHouse; and (iv) refrain from any other acts or omissions that would reduce the value of such Confidential Information to ChartHouse.

7. **Payment.** All payments to ChartHouse shall be made in United States Dollars. Currency exchange rates, where applicable, are computed from the time of the purchase order. Payments of amounts due to ChartHouse must be made by wire transfer, by credit card accepted by ChartHouse, or such other method as agreed by ChartHouse in writing. Unless otherwise agreed by ChartHouse, payment shall be due upon receipt of the invoice to the Client. ChartHouse may impose, and a Client shall pay, a finance charge in the amount of 1.5% per month of the amount by which the Client's account with ChartHouse is overdue. Finance charges shall continue to accrue on the account until the overdue amount is paid in full. Clients shall be responsible for, and shall promptly pay to ChartHouse all costs of collection, including reasonable attorneys' fees, of amounts owed by them to ChartHouse.

8. **Taxes and Other Charges.** Any tax, including use tax, sales tax, excise tax, value-added tax, duty, license or testing fee, or other tax, fee or charge of any nature whatsoever imposed by any

governmental authority on or measured by use of any Service or Product shall be borne by and paid by Client.

9. **Offset Claims.** Clients shall not make any deductions of any kind from the amount owed pursuant to invoices from ChartHouse unless the Client has received a written credit memorandum from ChartHouse.

10. **Records and Audit.** In those instances in which pursuant to Agreement Clients are paying ChartHouse based on Client's charges to end user customers for series that incorporate use of ChartHouse's Services or based on authorized re-sales of Products or Services, Client shall maintain true and correct financial accounting books and records in connection with such Services. Such books and records shall be: (i) adequate to document all activities that have been conducted by the Client in connection with the Agreement; (ii) retained for a period of not less than twenty-four (24) months after termination of the Agreement; and (iii) made available for inspection and audit by ChartHouse. At any reasonable time and frequency, during or after expiration of this Agreement. ChartHouse and/or its designated representatives shall have the right to inspect and audit the books and records of Client as they relate to amounts owed to ChartHouse. If the audit of a Client's applicable books and records demonstrates that the Client has reported and paid all material amounts owed to ChartHouse, the cost of the inspection and audit shall be borne by ChartHouse. However if the audit discloses more than a five percent (5%) discrepancy between what is owed to ChartHouse and what was previously reported and paid, the Client shall reimburse ChartHouse for the costs it incurred in inspecting and auditing the Client's books and records, including a reasonable hourly rate for time invested by ChartHouse employees.

11. **Indemnification.** Each Client is solely responsible for the performance of its duties and operations of its business and shall indemnify, defend, and hold ChartHouse harmless from and against any and all expense, claim, damage, liability, and costs of whatever form or nature (including reasonable attorneys' fees) whether direct or indirect, that ChartHouse may sustain or incur as a result of operation of Client's business or Client's breach of the Agreement(s) between the Parties, including these Standard Terms and Conditions.

12. **Force Majeure.** Neither Party shall be in default of an Agreement as a result of any failure or delay up to forty-five (45) days of any duty caused by an act of God, war, embargo, civil disturbance, strike, or other occurrence beyond the Parties' control.

13. **Termination.** Unless otherwise specifically provided in writing, all Agreements with a Client may be terminated for any of the following reasons:

c. By either Party, effective immediately, upon: (i) the institution of any bankruptcy, winding up, or liquidation proceedings or arrangements on behalf of, or against, the other Party; or (ii) the other Party becoming nationalized or having any of its material assets expropriated; or

d. By ChartHouse, effective immediately, upon: (i) a Client's sale, assignment, delegation, or transfer of any of its rights and obligations under an Agreement, or any attempt to do so, without having obtained ChartHouse's prior written consent; or (ii) any material change in the management, ownership, control, sales personnel, marketing capabilities, or financial condition of a Client; or (iii) a Client ceasing, or evidencing an inability to continue, the operation of its business, or otherwise abandoning its business functions that utilize Services; or (iv) a false or fraudulent statement or claim by a Client to ChartHouse in any manner leading to or relating to an Agreement; or (v) violation by a Client of any of the terms of a Customer License or of duties relating to ChartHouse's Intellectual Property or Confidential Information; or (vi) a Client's failure to pay all past due amounts owed to ChartHouse within five (5) calendar days of e-mailed, faxed, or hand delivery of written notice of breach; or (vii) a Client's noncompliance with, or breach of, any other material non-monetary, terms, or conditions of Agreements other than as set

forth above that is not remedied within the ten (10) calendar days of receipt of e-mailed, faxed, or hand delivery of written notice of breach; or (viii) a violation by a Client of any of the terms of a Customer License or of duties relating to ChartHouse's Intellectual Property or Confidential Information; or (ix) ChartHouse's unilateral decision to discontinue the manufacture or sale of the Services which are the subject of the Agreement; or

e. By Client, if ChartHouse defaults on a material term of this Agreement and fails to cure that default, with fourteen (14) calendar days after e-mailed, faxed, or hand delivery of written notice of default; or

f. By either Party, if any Force Majeure remains in effect so as to delay or prohibit the performance of any obligation under this Agreement by the other Party for a period of forty five (45) days or longer; or

g. By either Party for any reason or for specific reasons pursuant to the terms of their Agreement.

14. **Rights and Duties upon Termination.** Upon expiration or termination of an Agreement for any reason, the following shall apply:

a. **Discontinuance of Services.** The Client (i) shall cease all use of and activities relating to the Intellectual Property and Services, including any word, title, expression, mark, design or marking that, in the reasonable opinion of ChartHouse, is confusingly similar thereto, except that Client may fulfill orders placed prior to the effective date of termination if the termination is not the result of a breach by the Client of an Agreement, including these Standard Terms and Conditions; (ii) shall immediately cease use of ChartHouse Trademarks; and (iii) shall immediately return to ChartHouse and cease using all Confidential Information;

b. **Payment.** All obligations of the Client to ChartHouse shall become immediately due and payable without further demand or notice, and ChartHouse shall be entitled to reimbursement for any reasonable attorneys' fees that it may incur in collecting or enforcing payment of such obligations; and

(c) **Obligations Survive.** The obligations of the Agreement which by their terms are on-going, including Customer License, rules, Records and Audit, Indemnification, Intellectual Property, and Confidential Information, Termination, and Conciliation and Arbitration shall survive the termination or non-renewal of the Agreement.

15. **Conciliation and Arbitration.**

a. **Conciliation.** With the exception of disputes in which one Party seeks injunctive relief relating to Confidential Information and Intellectual Property, the Parties shall in good faith attempt to resolve all disputes arising between the Parties concerning an Agreement before pursuing the dispute resolution procedures established herein.

b. **Arbitration.** Unless otherwise mandated by applicable law or relating to a request for injunctive relief, any dispute that cannot be settled by conciliation shall be heard, settled and decided by arbitration pursuant to the Commercial Rules of the American Arbitration Association, or such other Rules as the Parties shall mutually agree. The arbitration shall be conducted under the auspices of the American Arbitration Association unless the Parties mutually agree to a different arbitrator(s). The arbitration shall be conducted in English and shall be held in Minneapolis, Minnesota, United State of America. The Parties agree that such personal jurisdiction and venue are proper. The arbitration award shall be final and enforceable in any court of competent jurisdiction. The arbitrator(s) shall be entitled to award to the prevailing Party reimbursement of the Party's reasonable costs of arbitration, including its filing and arbitration fees.

c. **Injunctive Relief.** Any request for injunctive relief by either Party relating to Confidential Information or Intellectual Property may, but shall not be required to, be brought in arbitration as stated above or brought by suit in state or federal court in Hennepin County, Minnesota, United States of America. The Parties agree that personal jurisdiction and venue in such court are proper. ChartHouse shall be entitled to injunctive and other equitable relief such as restraining orders and preliminary or permanent injunctions to specifically enforce the provisions of an Agreement (including these Standard Terms) and to protect ChartHouse against any breach or threatened breach. Nothing herein shall be construed as prohibiting ChartHouse from pursuing any other remedies available to ChartHouse for such breach or threatened breach, including the recovery of damages, and an accounting and repayment of all profits, compensation, commissions, remuneration, or other benefits that a Client directly or indirectly has realized and/or may realize as a result of, growing out of, or in connection with, any such violation. All remedies shall be in addition to, and not in limitation of, any other rights or remedies to which ChartHouse is or may be entitled. In addition, ChartHouse shall be entitled to collect any costs, including reasonable attorneys' fees, incurred in enforcing or recovering damages from a Client's breach of any term of this Agreement.

d. **Payment of Fees Incurred.** Except as provided above, the respective costs, including but not limited to, the fees and expenses of the arbitrators, attorneys, experts, travel and other expenses, shall be borne by each respective Party. Any cost incurred in enforcing the injunctive relief or arbitration award, including but not limited to, the fees and expenses of the arbitrators, attorneys, experts, travel and other expenses, shall be borne by the unsuccessful Party.

e. **Limitation of Actions.** The Parties agree that any arbitration must be demanded or otherwise instituted within two years of when the Party knew or should have known of the claimed breach or other violation. Failure to commence arbitration within this time period shall constitute an absolute bar to any proceedings and a waiver of all such claims.

16. **Controlling Document.** To the extent that the terms of the Agreement with a Client, including these Standard Terms, are inconsistent with the terms of any purchase orders or other documents utilized by the Client to confirm its order of Services, the Agreement shall control. No purchase orders or other documents shall be utilized by a Client to add or modify terms of the relationship with ChartHouse without ChartHouse's written consent incorporated into a written Agreement with that Client. To the extent that terms of a written Agreement with a Client are inconsistent with provisions of these Standard Terms, the written Agreement shall control with regard to the area in which the terms are inconsistent.

17. **Modification of Standard Terms.** ChartHouse may, from time to time, prospectively modify, amend or supplement these Standard Terms and Conditions. Any such modified, amended or supplemented Standard Terms shall apply to all future orders from, or Agreements with Clients. ChartHouse shall include the updated effective date on the updated Standard Terms and shall utilize good faith efforts to distribute electronic or printed copies of the updated Standard Terms to existing Clients.