

ICF CHARTERED CHAPTER AGREEMENT

By and Between

INTERNATIONAL COACH FEDERATION

And

ICF POLAND

WARSAW 21ST OF MAY 2013

ICF CHARTERED CHAPTER AGREEMENT

This Chartered Chapter Agreement (the "Agreement") is made this 21st, day of May, 2013, by and between the International Coach Federation, a Nevada nonprofit corporation (the "ICF") and ICF Poland (Polskie Stowarzyszenie Trenerów Rozwoju Osobistego), a Poland nonprofit (the "Chapter").

PREAMBLE

The purpose of granting ICF chartered chapter status is to promote and advance the mission and vision of the ICF within the Chapter's community.

ARTICLE 1

GRANT OF ICF CHARTERED CHAPTER STATUS

The ICF hereby grants to the Chapter the authority to organize and operate as a [chartered] chapter of the ICF and the Chapter agrees to operate in a manner consistent with the requirements established by the ICF. As a condition of receiving and maintaining its approval, the Chapter agrees to develop and be guided in all its operations and activities by a written statement of mission, vision and values, strategic plan and ethics consistent with those established by ICF.

ARTICLE 2

RIGHTS AND BENEFITS OF AN ICF CHAPTER

As a Chapter of ICF, the Chapter is entitled to:

- (a) be identified as a chartered chapter of ICF;
- (b) use the name "INTERNATIONAL COACH FEDERATION" OR "ICF" in conjunction with the geographical area name, as in the International Coach Federation Polish Chapter; under the terms of the ICF License attached hereto as Exhibit A (the "ICF License");
- (c) offer the ICF programs to the Chapter's members;
- (d) use the INTERNATIONAL COACH FEDERATION/ICF mark(s) and logo to indicate membership in and affiliation with the ICF. Specific Chapter use of the ICF mark(s) and logo is governed by the policies, procedures and standards established by the INTERNATIONAL COACH FEDERATION and set forth in the ICF License;
- (e) develop, manage and maintain a Chapter of the ICF within Poland;
- (f) be listed on the ICF Web site as a chartered Chapter;

- activities;
- (g) participate in ICF branded global conferences and other ICF related conference
 - (h) be involved with monitoring and shaping regulatory issues;
 - (i) receive web site branding assistance; and
 - (j) receive rebates from the ICF in accordance with ICF policy.

ARTICLE 3

CHAPTER REQUIREMENTS AND OBLIGATIONS

The Chapter agrees to:

- (a) subscribe to the vision, mission and values and strategic plan, and adhere to the policies and standards of the ICF;
- (b) develop, manage and maintain itself as a chartered chapter of the ICF within its geographical area, in such manner and subject to the requirements and limitations set forth by the ICF chartered chapter requirements and chapter leader guidelines issued to the Chapter.
- (c) participate in the activities, programs and business of the ICF;
- (d) support the ICF by keeping historical records and data;
- (e) engage in education on the local level, building local and regional alliances and seeking sponsorships within the parameters developed and provided by the ICF;
- (f) organize a minimum of six (6) education activities with continuing coach education credits- per calendar year;
- (g) communicate directly to ICF members in the geographical area in which the Chapter is authorized to be a chapter;
- (h) Provide networking opportunities for the Chapter's members and establish the Chapter as a local source of information, expertise and resources;
- (i) develop and maintain a current and relevant website;
- (j) participate in ICF Regional Advisory Councils;
- (k) maintain a paid and approved membership of at least fifty (50) ICF members at all times or a number determined by the ICF Board of Directors from time to time;
- (l) Recruit members for the ICF and the Chapter within your community;
- (m) engage in regular communication with regional service centers;

- (n) promote the ICF credentialing process and other global programs;
- (o) submit reasonably detailed Chapter activity reports and financial reports to the ICF annually together with supporting documentation as may be requested by the ICF (as more particularly set forth in Article 11);
- (p) maintain a qualified board of directors who shall be current ICF members and retain their membership throughout their term;
- (q) at all times maintain a tax-exempt or not-for-profit status for the Chapter in accordance with applicable law;
- (r) maintain insurance coverage required by applicable law or such greater amounts as is necessary and prudent for the Chapter's operation;
- (s) be in ICF brand alignment according to the ICF Brand Identity Manual for Chapters; and
- (t) satisfy all other chapter requirements as established by the ICF and set forth in agreements entered into between the ICF and the Chapter.

ARTICLE 4

ARTICLES OF INCORPORATION, BYLAWS AND OTHER REQUIREMENTS

Chapter has provided to the ICF, and the ICF has approved, the Chapter's articles of incorporation and bylaws (the "Chapter Articles and Bylaws"). The Chapter Articles and Bylaws shall remain consistent in all material respects with the ICF's articles of incorporation and bylaws. Any amendments to the Chapter's Articles and Bylaws must first be submitted to, and approved by, the ICF. The Chapter shall conduct its activities at all times in strict accordance with the Chapter Articles and Bylaws, and shall comply at all times with all of the requirements set forth in the ICF's Articles and Bylaws, and all other chapter related policies, guidelines, procedures, handbooks, or other written guidance previously provided or hereafter provided by the ICF.

ARTICLE 5

COMPLIANCE WITH LAWS

The Chapter represents and warrants that it is in full compliance with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder) of federal, state, local, and foreign governments (and all agencies thereof) (collectively, "Applicable Laws"), and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all Applicable Laws. The Chapter represents and warrants that it has and at all times shall maintain all permits, licenses and other governmental approvals that are necessary for its operations and activities and compliance with the terms of this Agreement. The Chapter agrees to at all times comply with the public disclosure requirements for tax-exempt or not-for-profit organizations imposed by the country in which the Chapter resides.

ARTICLE 6

MEMBERSHIP

Chapter membership categories and qualifications for admissions shall be established by the Chapter in accordance with the provisions of the Chapter bylaws, and applicable procedures established by the ICF Board of Directors. These may be subject to change with written notice by the ICF from time to time.

ARTICLE 7

CONFLICT WITH ICF

The Chapter agrees not to conduct, endorse, offer, promote, develop or support any program, meeting, convention or educational event which conflicts with any ICF activity or policy without the express written approval of the ICF. During the term of this Agreement and for a period of one year following the expiration or termination of this Agreement, the Chapter shall not form a relationship with, join or become a chapter of any other trade association that competes with the ICF without the express prior written consent of the ICF.

ARTICLE 8

ETHICAL VIOLATIONS

The Chapter shall maintain consistency in the application of the ICF Code of Ethics. If a potential ethical violation by an ICF member or credential holder has occurred, any individual member or client may report concerns of a potential breach of the ICF Code of Ethics by filing a complaint in accordance with ICF guidelines concerning the Ethical Conduct Review Process as posted on the ICF Website. Disputes that arise between the chapter's members should be addressed as outlined in the chapter leader guidelines.

ARTICLE 9

CHAPTER ORGANIZATION

The Chapter shall maintain reasonable records related to all of its programs, activities, finances, and activities, finances, and operations. The Chapter agrees to provide ICF with a written annual report as to Chapter's programs, activities, finances and operations within 60 days after the end of each fiscal year. The Chapter agrees to at all times maintain responsibility and supervision of its own business affairs.

ARTICLE 10

FINANCIAL RESPONSIBILITY

Section 10.1 The Chapter will open and maintain such separate bank accounts in the name of the Chapter as may be required for the Chapter to conduct its business.

Section 10.2 The Chapter will conduct its financial activities in accordance with policies and procedures established by ICF and set forth in the Chapter's bylaws.

Section 10.3 The Chapter will be solely responsible for all contracts, agreements, leases, and financial liabilities and obligations incurred by the Chapter in connection with its operation, activities, programs and events.

Section 10.4 The ICF shall not be responsible for or liable for the payment of any Chapter obligations unless the ICF has specifically agreed to such responsibility in writing, signed by the Chairman of ICF and/or Executive Director/CEO with the approval of the ICF Board of Directors.

ARTICLE 11

REVIEW OF CHAPTER ACTIVITY

Section 11.1 ICF will review the Chapter activities and programs on an annual basis in accordance with procedures reasonably established by ICF to insure that the Chapter's activities are consistent with ICF policies, procedures, standards and the Chapter's stated goals. The Chapter will provide ICF with any information and documentation reasonably requested in connection with this annual review process. Program descriptions and Chapter activities for the previous year should be sent to the ICF's Director of Membership at ICFHeadquarters@coachfederation.org within sixty (60) days of the end of the Chapter's fiscal year.

Section 11.2 The Chapter agrees to provide ICF, on an annual basis, with updated copies of Chapter's articles of incorporation and bylaws, policies and procedures, and a list of the Chapter's Board of Directors, officers, committee chairs and staff, including relevant contact information. The Chapter agrees to submit an annual activity report and financial report forwarded by the Chapter Treasurer and signed by the Chapter President within sixty (60) days of the end of each fiscal year. Forms will be sent by the ICF.

ARTICLE 12

TERRITORY

Section 12.1 The ICF grants the Chapter the non-exclusive right to organize and conduct programs within the geographical area of *Poland*.

Section 12.2 The Chapter may not hold ICF programs outside of its geographical area, except offering teleconference calls or web-based programs open to other Chapters/ICF members, without the prior written approval of the ICF.

Section 12.3 The Chapter's territory may not be changed or altered without the prior written approval of the ICF.

ARTICLE 13

INDEMNIFICATION

Section 13.1 The Chapter agrees to defend, indemnify and hold harmless ICF, its officers, directors, employees, Members, agents and representatives from and against any and all claims, demands, actions and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by the breach of this Agreement or the negligence or intentional misconduct of the Chapter, its officers, directors, employees, agents or representatives in connection with any of the Chapter's operations or activities, including any event, program or activity sponsored, managed or operated by the Chapter either individually or jointly with the ICF, another chapter or any other third party.

Section 13.2 Furthermore, the Chapter agrees to defend, indemnify and hold harmless the ICF, its officers, directors, employees, members, agents and representatives from any and all claims, demands, actions and/or damages, losses and liabilities, including reasonable attorney's fees, arising directly or indirectly out of or caused by the Chapter's use of the ICF name, logo or mark in a manner inconsistent with or in violation of this Agreement, the ICF Chapter requirements issued to the Chapter, or the Limited License to Use Marks and Logos of the International Coach Federation.

Section 13.3 The Chapter's indemnifications obligations hereunder shall require the Chapter to provide payment to the ICF for all costs and expenses as they are incurred by the ICF. The Chapter shall promptly notify the ICF upon receipt of any claim of which it becomes aware and hereby grants to the ICF the right to conduct the defense of any claim for which the ICF is entitled to indemnification hereunder.

ARTICLE 14

TERM AND TERMINATION

Section 14.1 The term of this agreement shall commence on the date hereof and shall continue until revoked by ICF pursuant to Section 14.2 or surrendered by the Chapter pursuant to Section 14.3.

Section 14.2 The ICF shall have the authority to revoke the charter of the Chapter if ICF's Board of Directors determines that the Chapter is in breach of any provision of this Agreement. Any decision by the ICF to revoke the Chapter's charter shall be initiated by sending written notice to the Chapter specifying the grounds upon which the revocation is based; provided, however, that the ICF shall provide the Chapter with thirty (30) days from the date of such notice to cure the breach giving rise to the revocation. If the ICF determines, in its sole discretion, that the Chapter has not cured the breach leading to the ICF's revocation decision, then the ICF shall notify the Chapter in writing of such fact and the revocation shall become final and binding. The ICF may also revoke the Chapter's charter for convenience by giving the Chapter thirty (30) days' prior written notice of such revocation.

Section 14.3 The Chapter may surrender its charter by delivering to the ICF written notice of its intention to do so not less than sixty (60) days prior to the effective date of such surrender. All Chapter financial obligations must be satisfied prior to the surrender of the charter by the Chapter.

Section 14.4 In the event of a revocation or surrender of the Chapter's charter, the Chapter will immediately and permanently discontinue its use of the ICF name as it has been incorporated into the Chapter's name, as well as the ICF logo, domain, design or mark and to cease any further representations of affiliation or relationship with the ICF.

Section 14.5 If the Chapter's charter is revoked or surrendered, all monies and other assets of the Chapter shall be the property of, and will be surrendered to, the ICF.

ARTICLE 15

MISCELLANEOUS

Section 15.1 Entire Agreement. This Agreement, in conjunction with the documents referred to herein and attached hereto, constitutes the entire understanding and agreement of the parties as to the subject matter hereof and supersedes and replaces all prior agreements between the parties relating to the subject matter hereof.

Section 15.2 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of law that would require the application of the laws of another jurisdiction.

Section 15.3 Amendments to the Agreement. This Agreement may be amended or modified at the direction of the ICF.

Section 15.4 Assignment. The Chapter may not assign its rights under this Agreement without the prior written consent of the ICF. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 15.5 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the Chapter and ICF. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.

Section 15.6 Parties in Interest; No Third Party Beneficiaries. Except as set forth in Article IV, Indemnification, neither this Agreement nor any other agreement contemplated hereby shall be deemed to confer upon any person not a party hereto or thereto any rights or remedies hereunder or thereunder.

Section 15.7 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there

shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 15.8 Captions. The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect the interpretation, construction or meaning of any of the terms or provisions hereof.

Section 15.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

EXHIBIT A

License to Use International Coach Federation Marks and Logos

The following confirms in writing the terms of the Chapter's limited license to use the membership marks, logos trademarks and service marks of the INTERNATIONAL COACH FEDERATION (hereinafter "ICF") conferred upon the Chapter by virtue of its affiliation with ICF.

ICF Chapters in good standing will have the right to use the ICF marks and logos set forth in the Schedule hereto to indicate affiliation or Chapter status with ICF. Use of these marks and logos shall be subject to ICF's approval and in strict accordance with the policies, procedures and standards established by ICF and described in the ICF Brand Identity Manual for Chapters. The following are the current terms and conditions of use which are subject to change by ICF from time to time.

1. Only active brand compliant Chapters in good standing may use the ICF marks and logos. The right to use ICF marks and logos may not be assigned or transferred to others and shall automatically terminate upon termination of the Chapter's affiliation/relationship with ICF.
2. The duration of this license shall coincide with the duration of the Chapter's affiliation/relationship with ICF, subject to earlier termination as set forth in Paragraph 8 of this License Agreement.
3. The Chapter may use the ICF name and marks and logos only in connection with advertising, marketing, promotional, educational and fund solicitation activities to indicate affiliation with ICF, in accordance with the policies, quality and graphic standards provided by ICF.
4. Chapter may not alter the logo in any way as provided to it by the ICF for use as outlined in the ICF Brand Identity Manual. The Chapter shall have the right to use the ICF marks as part of its business name in the geographical area in which it has been chartered by ICF and as set forth in the Chapter Agreement with ICF, for example, "ICF Poland Chapter of the International Coach Federation or ICF." However the chapter name cannot be altered and words, phrases or designations may not be added to the ICF-provided chapter name.
5. The Chapter shall clearly display its complete name, ICF Poland, when the mark ICF or INTERNATIONAL COACH FEDERATION appears in any materials distributed to the public and/or to members, including but not limited to advertising, marketing, promotional, educational and fund solicitation materials, whether print material or television, radio or video or social media.
6. The Chapter shall at all times use such notices of registration with the licensed marks and logos and shall display said marks only in such format as ICF may specify from time to time, or in such other communications as ICF shall furnish to the Chapter from time to time. ICF shall have the right to reasonably verify the Chapter's compliance with the terms of this License Agreement.

7. The Chapter may NOT state, imply or use the ICF marks to state or imply that ICF endorses any member's product or service without the express written permission of the ICF Board of Directors.

8. Upon ICF's written request, the Chapter shall provide ICF with samples of its uses of the ICF mark and logo. Upon notice from ICF that any use by the Chapter of the ICF marks and logos is not approved (in ICF's sole discretion) by ICF, the Chapter shall immediately discontinue such use.


9. This License Agreement shall remain in effect for the duration of the Chapter's status as a Chapter of ICF, that is, until the Chapter:

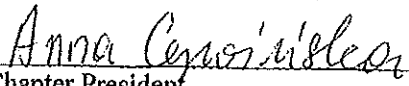
- a. has its charter canceled or revoked; or
- b. is terminated under the terms of this paragraph; or
- c. fails to cure a breach of this License Agreement within sixty (60) days following receipt of a written demand by ICF to cure the breach; or
- d. in the event of termination of the Chapter's existence as a legal entity or loss of tax-exempt or not-for-profit status, its bankruptcy or liquidation, or its public announcement of intent to discontinue such existence, whichever occurs first; or
- e. fails to adhere to the specific policies, procedures and standards for use of the ICF mark and logo as established by ICF; and
- f. gives sixty (60) days written notice of termination to ICF.

10. Upon termination of this License, the Chapter shall discontinue immediately all use of the ICF marks and logos. It shall further dispose of by delivery to ICF or by destruction, at its option and free of any charge to ICF, all advertising, promotional, marketing, educational and fund solicitation materials and all other materials bearing the name of ICF or any licensed mark of ICF.

11. The Chapter recognizes the ICF's title to the ICF marks and logos and shall not claim any right title or interest in the ICF marks and logos except as is specifically granted by this Agreement. All goodwill generated from the use of the ICF marks and logos shall inure to the benefit of ICF.

WHEREUPON, the parties hereto have executed this licensing agreement by their officers duly authorized on this 21st day of May, 2013.

By 
Executive Director/CEO
International Coach Federation

By 
Chapter President

Schedule

ICF Marks and Logos



CHARTER of the POLISH CHAPTER

CHAPTER CHARTER

BY RESOLUTION of the INTERNATIONAL COACH FEDERATION ("ICF"), this Charter has been granted to the entity known as the ICF Poland Chapter of the INTERNATIONAL COACH FEDERATION.

This Charter confers upon the Chapter the authority to use the name "International Coach Federation" or "ICF" in its title and to exercise all rights and privileges of an ICF Chapter pursuant to the Bylaws of the ICF within the following geographical area Poland to it by the ICF.

The Chapter shall be constituted and function by authority of the Board of Directors of the ICF and the Chapter shall derive all of its powers and prerogatives exclusively from the ICF.

The Chapter shall perform its duties and obligations in accordance with the policies and procedures imposed by the Chapter Agreement of the ICF, as well as the requirements stated in the Chapter Handbook, and shall conduct itself solely for the purpose of achieving the goals and mission of the ICF, within its geographical area.

In testimony whereof, I _____, Executive Director/CEO of the International Coach Federation, have hereunto set my hand this _____ day of _____, _____.



Executive Director/CEO, International Coach Federation