



CAREER DIRECT CONSULTANT
TRADEMARK LICENSE AGREEMENT and TERMS OF USAGE

THIS TRADEMARK LICENSE AGREEMENT (Addendum 1) is entered into this 29th September, 2012 by and between Crown Financial Ministries, Inc. (referred to as "Crown"), a not-for-profit corporation organized under the laws of the State of Georgia, U.S.A. whose principal place of business is 1035 Old Peachtree Road NW, Lawrenceville, GA 30043 and Phillip Griffith (referred to as "Career Direct Consultant"), whose principal place of business is in United States. 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, 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") 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 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 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 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. License.

- 1.1 Crown agrees to and hereby does grant to Career Direct Consultant a nonexclusive, non-transferable license to use the marks and domain names listed in the attached Exhibit 1, including the listed foreign translations of such marks, which list may be amended by the parties in writing from time to time (collectively referred to as the 'Marks'), solely in conjunction with the specified goods and services listed in Exhibit 1 (hereinafter referred to as the 'Goods and Services'), which list may be amended by the parties in writing from time to time.
- 1.2 Career Direct Consultant may use the Marks solely within Africa (referred to as the "Territory") for purposes related to the functions of Career Direct Consultant in accordance with the terms and conditions of this Agreement (See Exhibit 1 and 2). Career Direct Consultant may use the Marks in other countries outside of the Territory only after consultation, and in coordination, with Crown. In countries outside of Territory where another Career Direct Consultant is located, Career Direct Consultant shall be permitted to use the Marks only with the prior written permission of the Career Direct Consultant located in such country or territory. Given the need for coordination of Crown's international activities to maintain the integrity of its ministry, mission and intellectual property, the parties agree that any use of the Marks by Career Direct Consultant outside of Africa shall only be done under the approval of Crown, which approval may be given or withheld at any time in the sole discretion of Crown. Any dispute between Career Direct Consultant and any other Career Direct Consultant that cannot be resolved by such Career Direct Consultants shall be brought to Crown, which shall have final authority to resolve such disputes.
- 1.3 In the event that Crown registers any of the Crown Marks with the trademark office in the Territory, Crown consents to the use of such registered marks by Career Direct Consultant subject to the terms of this Agreement.
- 1.4 Without limiting the license granted hereby, Crown shall have the right to identify itself and its ministry with the name Crown or Crown Financial Ministries, Inc. or any other Crown Mark within the Territory.
- 1.5 Career Direct Consultant agrees to take such action as is reasonably necessary, or as may be instructed by Crown, to fully protect the rights of Crown in the Crown Marks, Crown hereby appoints Career Direct Consultant in this regard. Career Direct Consultant shall comply with all laws and government regulations pertaining to the proper use and designation of trademarks in the Territory.

2. Use of Marks.

- 2.1 The terms and conditions of this Agreement apply to Career Direct Consultant's use of the Marks in complete form, in parts or within an integrated part of a name, in English, in the local languages of the Territory, or in any other language, in printed materials, audio-visual materials, digital or other media, and in any other form utilized for the promotion of or in connection with the purposes and aims of Crown.

- 2.2 Crown and Career Direct Consultant are in agreement that in view of the work and reputation and the relationship between it and Crown, the Marks which are the subject of this License Agreement may only be used in accordance with the standards and specifications as set by Crown from time to time. The parties are also in agreement that Crown is authorized to establish the generally binding criteria of these standards and specifications. Career Direct Consultant therefore agrees to send to Crown, prior to the proposed publication or other first use, samples of all publications, promotional materials, audio-visual productions, websites (including all substantial updates), and other goods, in any media, including printed and digital materials, proposed to be produced by Career Direct Consultant bearing the Marks for Crown's review and approval. Any website operated by Career Direct Consultant shall be designed and shall use the Marks in a manner which, in Crown's sole discretion, is distinguished from a website operated by Crown. Crown shall have the right to instruct Career Direct Consultant to immediately cease use of any of the Marks in any manner upon demand by Crown for failure to abide by Crown's standards or specifications as determined in Crown's sole discretion. Crown shall have the right to inspect the premises of Career Direct Consultant as well as the goods and services with which Career Direct Consultant is making use of the Marks from time to time upon reasonable notice.
- 2.3 Except as expressly provided in this Agreement or any Addenda, Career Direct Consultant shall not use any trademark, service mark, logo, domain names, or other name or designation which is confusingly similar to any Crown Mark or other trademark registered or used by Crown without the prior written approval of Crown. Crown Partner shall not use any Mark in any manner which, in Crown's sole opinion, may adversely affect Crown's reputation and the goodwill attaching to the Marks. Career Direct Consultant shall promptly cease a particular use of any of the Marks upon Crown's instruction in the event Crown determines in its sole discretion that such use is likely to tarnish, blurs, or dilutes a Mark or Crown's goodwill or reputation.
3. **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.

Any domain names registered by Career Direct Consultant containing any of the Marks

or any words confusingly similar to any of the Marks (“Crown Domain Names”) shall be registered in the name of Crown and with the prior written approval of Crown. In the event that local law or rules of the Territory do not permit domain names under the Territory’s country top-level domain names to be owned by foreign entities, Career Direct Consultant shall register such Crown Domain Names and hold them in trust for Crown. Career Direct Consultant shall use Crown Domain Names solely for purposes consistent with the Distribution Agreement. Upon termination of this Agreement, Career Direct Consultant shall transfer the Crown Domain Names to Crown or another entity designated by Crown promptly at Crown’s request. If Career Direct Consultant has already registered any Crown Domain Names it must transfer and assign such domain names and any and all website content associated with the domain names to Crown within thirty (30) days of signing this Agreement.

4. **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 recordal 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.
5. **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.
6. **Fees.** In consideration for the grant of the trademark license granted under this Agreement, Career Direct Consultant hereby agrees to pay to Crown a Ministry Support Fee for the right to use the Marks in conjunction with rights granted under a separate and contemporaneous Distribution Agreement entered into by the parties. The terms and conditions of the Ministry Support Fee payment as set forth in the Distribution Agreement are incorporated herein as if set forth herein in their entirety.
7. **Term and Termination.**
 - 7.1 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.

- 7.2 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.
- 7.3 Upon termination, Crown Partner shall, as promptly as practicable, but no later than the effective date of such dissociation or termination of this Agreement:
- 7.3.1 Cease further use of the Marks and any mark confusingly similar to any Mark, whether alone or in combination with any other words or design, and shall take all appropriate actions and execute any and all documents to evidence its discontinuation of the use of the Marks, including changing its organizational name and registrations with all governmental entities and amending its corporate documents;
 - 7.3.2 Assign to Crown all domain names that reference any of the Crown Marks or indicate any relationship to Crown;
 - 7.3.3 Cease marketing, advertising, promoting, and distribution (and manufacturing, if applicable) any products or services permitted under this Agreement or any other Agreement that use the Marks;
 - 7.3.4 At Crown's discretion and direction, return to Crown or destroy all Crown property, copyrighted materials, inventory, or any materials that relate to, advertise, promote or describe Crown programs and products or bear Crown Marks;
 - 7.3.5 Within thirty (30) days of termination, pay promptly to Crown any and all amounts due under any agreements with Crown.

8. 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. Career Direct Consultant shall have no right to grant sublicenses hereunder. Any attempt to assign, transfer, pledge, or otherwise encumber or to sublicense any of the rights granted herein without the written agreement of Crown shall be void and of no effect. All rights not expressly granted to Crown Partner pursuant to this Agreement are reserved to Crown.

9. Confidentiality. Each party shall protect and keep confidential any and all non-public information which it receives or to which it becomes privy in connection with this Agreement, including non-public information about Crown's operations, plans, finances, and donors, and any other information or documents which a party identifies as confidential (collectively referred to as "Confidential Information"). Each party shall take precautions at all times to maintain the private, confidential, and trade secret status of the Confidential Information, by methods

including, but not limited to: (i) keeping all printed materials and disks or CDs containing Confidential Information in locked files when not in immediate use; (ii) keeping electronic materials containing Confidential Information in password-protected computer files; and (iii) taking all reasonable measures to prevent the disclosure of the Confidential Information. This provision shall survive the termination of the Agreement.

10. Indemnification.

10.1 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.

10.2 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.

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

11. General Contract Provisions

11.1 Notices. All notices to or upon either party pursuant to this Agreement shall be in writing delivered by first class mail, courier, overnight or express delivery service, or confirmed facsimile, dispatched to or given at the following addresses:

For Crown:

Crown Financial Ministries
1035 Old Peachtree Road NW
Lawrenceville, GA 30043
Attn: Jan Strydom

For Career Direct Consultant:

Phillip Griffith

In the event notices and statements required under this Agreement are sent by certified or registered mail by one party to the party entitled thereto at its above address, they shall be deemed to have been given or made as of the date so mailed.

11.2 Counterparts This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

11.3 Time of the Essence Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

11.4 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.

11.5 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 Georgia, United States of America.

11.6 Continuing Laws Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

11.7 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.

11.8 No Waiver. No waiver of any breach of any term or condition of this Agreement will be binding unless in writing and signed by the party waiving such breach. No such waiver will present the subsequent enforcement of such term or be deemed a waiver of any subsequent breach; nor will it affect any other term of this Agreement.

11.9 Signatures/Counterparts. The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that reproduction of signatures by facsimile or such similar device will be treated as binding as if original and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand. This Agreement may be executed in duplicate originals and in any number of counterparts with the same effect as if all the parties hereto have signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

11.10 Conflict Resolution. The laws of the United States of America and the State of Georgia shall govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated hereby, notwithstanding any state or country's choice of law rules to the contrary. The parties recognize that conflicts or disputes may occasionally arise, and shall utilize best efforts to resolve any and all conflicts or disputes in a Biblical manner in private meetings between the parties. The parties understand and agree that in the event of actual or threatened violation of Crown's trademark or other intellectual property rights, Crown

may obtain from any court of competent jurisdiction such injunctive and other available relief as may be appropriate to compel compliance with or prevent breach of its rights. Such petition for injunctive relief shall not limit either party from seeking all other available legal remedies in the event of breach of this Agreement.

11.11 Survivability. The following provisions shall survive the termination of this Agreement: Section 3: Ownership of Marks; Section 4: Registration of marks; Section 5: Protection of Marks; Section 7: Termination; Section 9: Confidentiality; and Section 10: Indemnification, and Section 11: General Contract Provisions.

* * * * *

SIGNATURE PAGE TO FOLLOW

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.

CROWN FINANCIAL MINISTRIES, INC.

By:

Printed Name: J. S. Strydom

Title: Global VP – Career Development

CAREER DIRECT CONSULTANT

By:

Printed Name: _____

Title: _____

Exhibit 1: Crown Marks and Description of Goods and Services Licensed to Career Direct Consultant under this Agreement

The specific marks that you are licensed to use are as follow; (Please download the Style Guide of Crown from

https://s3.amazonaws.com/CrownToolkit.org/Crown_Brand_Style_Guide_12.pdf

- CROWN FINANCIAL MINISTRIES
- CROWN
- CAREER DIRECT

The following domains are applicable:

www.careerdirect-ge.org

www.crown.org

Exhibit 2: 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 honour the following agreement.

1. I will honour and respect the confidentiality of each person and their report.
2. I will endeavour to give good and Godly consultation and not deviate from what was taught in the training.
3. I will prepare adequately and give proper feedback to every candidate that completed the Career Direct assessment I will include a Job Sampler with every assessment completed.
4. Career Direct Codes will be purchased online on www.careerdirect-ge.org.
5. I will honor the prices established by Crown for a given year and displayed at www.careerdirect-ge.org page for educational keys. I will not charge for my consultation work more than US\$160. This maximum amount for the net price of the consultation will be revised yearly by Crown. This amount does not include taxes
6. I will honor the prices established by Crown for a given year and displayed at www.careerdirect-ge.org page for occupational keys. I will not charge for my consultation more than US\$220. This maximum amount for the net price of the standard consultation will be revised yearly by Crown. This amount does not include taxes and other costs. Prices of additional follow up consultations which are requiring additional time and work are established by the consultant and are not part this agreement.
7. You will qualify for your "Career Direct Consultant" certification after completing 6 Career Direct Consultations, provided that it is done within 6 months after completing your training (date below).
8. In order to maintain your "active" status as Career Consultant you need to complete 6 consultations per year. Failing to complete 6 consultations will lead to your status changing to "Inactive". You will be required to redo a Career Direct Consultant Training,
9. Prices 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.



Career Direct GE - Covenant Agreement - USA

Thank you for attending and completing your Career Direct GE – Consultant Training. We trust that you found it helpful and that this tool will assist you in serving people in a more effective way. In order to protect our relationship and to ensure that there is minimal misunderstanding, we need to agree on foundational principles.

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 honour the following agreement.

1. I will honour and respect the confidentiality of each person and their report.
2. I will endeavour to give good and Godly consultation and not deviate from what was taught in the training.
3. I will prepare adequately and give proper feedback to every candidate that completed the Career Direct assessment I will include a Job Sampler with every assessment completed.
4. Career Direct Codes will be purchased online on www.careerdirect-ge.org.
5. I will honor the prices established by Crown for a given year and displayed at www.careerdirect-ge.org page for educational keys. I will not charge for my consultation work more than US\$160. This maximum amount for the net price of the consultation will be revised yearly by Crown. This amount does not include taxes
6. I will honor the prices established by Crown for a given year and displayed at www.careerdirect-ge.org page for occupational keys. I will not charge for my consultation more than US\$220. This maximum amount for the net price of the standard consultation will be revised yearly by Crown. This amount does not include taxes and other costs. Prices of additional follow up consultations which are requiring additional time and work are established by the consultant and are not part this agreement.
7. You will qualify for your "Career Direct Consultant" certification after completing 6 Career Direct Consultations, provided that it is done within 6 months after completing your training (date below).
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Global VP Career Direct
Date: 29 September 2012

Consultant: PGriffith1
Login: janetgriffith@juno.com

