

Branch Manager License Agreement –50% Grant Allocation With \$25,000 Working Capital

LICENSE AGREEMENT

This LICENSE AGREEMENT (“Agreement”) entered into between Innovative Capital Strategies, Inc. (ICS), with principal offices located at 101 East Broad Street, Suite 200, Mineola, TX 75773 referred to as “Licensor”, and _____, referred to as “Licensee” on this 1st day of November, 2019.

Whereas Licensor holds an exclusive license for an array of business and personal credit literacy and access to capital programs, services, and offerings (“Programming”) in the United States, authorizing Licensor to grant licenses which provide nonexclusive rights to use the system, names and marks of the Programming and to implement Programming within a specified geographic area, and seeks to enter into licensing agreements with any such qualified candidates to be Licensor’s prospective Licensees throughout the United States;

Whereas Licensee understands and acknowledges that classes and workshops shall be held only within the identified geographic boundaries (see Attached Schedule A) however Licensee may enroll qualified clients in the ICS programs nationally. Thus, there are no geographic restrictions in the promotion and enrollment of the ICS programs. Prior to contacting any organizations, entities, influencers, hosts, etc. that are not located within the identified geographic boundaries, Licensee must request and obtain written permission from Licensor;

Whereas Licensee recognizes the benefits to be derived from being identified with and licensed by Licensor, and being able to utilize the system, names and marks which Licensor makes available, and is desirous of obtaining from Licensor a license to use Licensor’s Programming and to employ Licensor’s sales methods and techniques in a Branch Office; and

Whereas Licensee proposes to establish a team of representatives which adequately covers the region subject to this Agreement and promote the goodwill and create awareness of the Programming.

Now, therefore, in consideration of the mutual covenants herein contained, Licensor and Licensee hereby agree as follows:

1. GRANT OF LICENSE.

1.1 Grant and Acceptance. Subject to the terms and conditions contained herein, Licensor hereby grants to Licensee, and Licensee hereby accepts, the exclusive rights to promote the Programming within the identified geographic boundaries of (see Attached Schedule A), and/or such territories defined in the attached Schedule A of this Agreement, for use solely as indicated herein and for the period beginning on the date hereof and continuing until the Agreement shall terminate as hereinafter provided. The exception to this would be any national agreements in place with ICS.

Licensee may not purchase more than twenty (20) such licenses in the aggregate under this Agreement and other separate licensing agreements. Licensor does not recognize the expansion of the municipal or

geographic boundaries by voluntary annexation, annexation by statute, or involuntary annexation during the term of this agreement.

1.2 Nonexclusivity. Licensor and Licensee agree that this Agreement shall be nonexclusive in that Licensor is free to license other Licensees, provided that such Licensees do not operate within the municipal or geographic boundaries of (see Attached Schedule A), the region covered by this Agreement.

2. LICENSURE PAYMENTS.

2.1 Licensure Payments. In consideration of the license granted by Licensor to Licensee and the services to be rendered hereunder, Licensee shall pay to Licensor as follows:

(a) Deposit. A non-refundable deposit of \$50,000 to secure exclusivity and compensate Licensor for the provision of services under this Agreement over the course of the initial ten (10) years of this Agreement concluding on October 31, 2029 (the "Initial Period"), or, in the case of multiple licensing agreements entered into between Licensor and Licensee, as set forth in Schedule A attached hereto and incorporated herein.

(b) Postponement Fees. In the event that Licensee wishes to postpone the start date of Licensee's business by one month or more, Licensee needs to pay for additional \$2,500.00 to Licensor to obtain such extension and hold Licensee's area for such one or more months before Licensee pays the full amount due under the Agreement.

3. TERM AND RENEWAL.

3.1 Term. The term of this Agreement shall commence upon execution hereof by all parties hereto and shall expire on October 31, 2029 subject to earlier termination pursuant to the terms of this Agreement.

3.2 Renewal. Licensee shall have the right to automatically renew this agreement for subsequent one (1) year periods provided that:

(a) Performance of Obligations. Licensee has duly performed its obligations hereunder to the satisfaction of Licensor;

(b) Agreement In Force. This Agreement is in full force at the end of the term provided for in paragraph 3.1 and Licensee is not then in breach of any terms hereof;

(c) Renewal Terms. The Licensee hereby agrees that upon renewal, the Licensee shall comply with the then current License Agreement. Licensor shall furnish the Licensee with a copy of Licensor's then current License Agreement (and related agreements), which Agreement the Licensee must execute no later than 3 months prior to the expiration of this Agreement.

(d) Notice. Licensee must give written notice to Licensor of its exercise of its option to renew at least six (6) months prior to the end of the first term, or at least six (6) months prior to the end of the first term of any renewal thereof.

4. SUPPLY OF PROGRAMMING.

4.1 Form of Programming. Licensor shall provide training of Programming at an initial in-person training including the processes needed to provide services under this Agreement. Additionally, Licensor shall provide on-going support to Licensee.

4.2 Scheduling of Trainings. Licensor shall schedule in-person trainings no less frequently than once per month. Licensee may send one designated person to an in-person training once at no charge under this License.

5. CONTENT OF PROGRAMMING.

5.1 MAINTENANCE OF PROGRAMMING. Except as provided for herein, Licensee shall not edit, change, add to, eliminate from, or alter in any way the contents or format of the Programming without the prior written consent of Licensor.

6. NAMES, MARKS AND TRADE SECRETS.

6.1 License of “Innovative Capital Strategies”, “Business Credit Literacy Initiative”, “Capital Acquisition Plan”, “Access To Capital”, “Community-Based Initiatives”, “Capital Ready”, “Total Credit Rebuild”, and “Small Business Development Initiative” names (“Names”) and Format. Nothing in this Agreement shall be construed as an assignment or grant to Licensee of any right, title or interest in or to the Names or Programming, it being understood that all rights relating hereto are reserved by Licensor and Licensor except for this license to use the Names and Format only as specifically and expressly provided in this Agreement. Furthermore, nothing in this Agreement shall be construed as an assignment, grant or license to Licensee of any right, title or interest in any trade names, service marks, trade symbols, emblems, signs, slogans or insignia not designated by this Agreement as licensed to Licensee, which may be developed by Licensor for use with other Licensees. Licensee recognizes the great value of the goodwill associated with the Names and Format and acknowledges that the name and rights therein and goodwill pertaining thereto belong to Licensor.

6.2 Use of Trade Secrets. Licensee shall not directly or indirectly furnish to any other party any confidential information as to the Programming, methods of operation, advertising, promotion, ideas or any other information relating to Licensor’s business without the written consent of Licensor.

7. OBLIGATIONS OF LICENSOR.

In addition to the other obligations in this Agreement, Licensor has the following obligations:

7.1 Operations Manual. Licensor shall provide to Licensee on-line resources fulfilling the purpose of an operations manual describing how to arrange the provision of the Programming within the region covered by this Agreement, how to promote Programming, and how to secure Affinity partners and class hosts. Access to the on-line resources will be provided to the Licensee after attending the in-person training and payment of deposit due under this License (The “Operations Manual”).

7.2 Trade Information. Licensor shall disclose to Licensee the unique marketing and sales techniques employed in the design and implementation of the Programming.

7.3 Support Services. Licensor shall provide Licensee support services as deemed reasonable and advisable by Licensor. This could include but not be limited to telephone conferencing, a newsletter, business and marketing ideas, and other concepts as they develop in the future.

8. OBLIGATIONS OF LICENSEE.

In addition to the other obligations in this Agreement, Licensee has the following obligations:

8.1 Best Efforts. Licensee shall use its best efforts to promote the Programming in the Licensee's region. This includes no less than twenty (20) conversions into the Capital Ready Program monthly and other metrics agreed upon by Licensor and Licensee to retain exclusivity outlined in Schedule A. Failure to adhere to these provisions provides ICS the option to unilaterally terminate this License Agreement and forfeiture of Licensee's non-refundable deposit.

8.2 Payment of Debts: Adverse Action. Licensee shall pay promptly when due all taxes, accounts, and indebtedness of any kind incurred by Licensee in the conduct of its business unless being contested actively in good faith. Licensee shall pay any tax assessed by any State or other taxing authority in Licensee's designated region on fee payments to or other revenue received by Licensor from Licensee. Licensee agrees to notify Licensor in writing within five days of the commencement of any action, suit, or proceeding which, if decided adversely to Licensee, would materially and adversely affect Licensee's financial condition and to notify Licensor within five days of the issuance of any order, writ, injunction, award, or decree of any court, agency or other governmental instrumentality which adversely affects Licensee's financial condition.

8.3 Spendthrift Provision. This license will be and remain personal and exclusive to Licensee to the fullest extent authorized or permitted by law. No part of any interest of Licensee under the provisions of this instrument will be subject to garnishment, levy, or seizure by any creditor or any other person claiming against or in the right of Licensee under any proceeding or writ at law or in equity. Licensee agrees not to pledge or encumber this Agreement, without the express written consent of the Licensor.

8.4 Laws and Licenses. Licensee shall comply with all applicable federal, state and local laws and regulations. Licensee and its employees shall obtain and at all times maintain any and all permits, certificates or licenses necessary for the full and proper operation under the license granted herein.

8.5 Non competition During and After Term of Agreement. During the term of this Agreement and for a period of two (2) Years after the termination, transfer, or assignment of this Agreement, Licensee shall not directly or indirectly, through corporations, partnerships, trusts, associations, joint ventures, or unincorporated businesses, perform any services for, engage in or acquire, be an employee of, have any financial, beneficial, or equitable interest in, or have any interest whatsoever in any service, program, or service of a type similar to the Programming that operates within the region covered by this agreement.

8.6 Notification of Violations. Licensee shall immediately notify Licensor of any apparent infringements of or challenges to the use of the Name(s) or Programming or Licensee's licensed business in the region covered by this Agreement. Licensee shall not communicate with any person other than Licensor and its counsel in connection with any such infringement, challenge or claim. Licensee agrees that Licensor shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation or other administrative claim or action relating to any such infringement, challenge or claim. Any money, damages or other benefits arising out of such infringement, challenge or claim shall accrue to

Licensor. Licensee agrees to execute any and all instruments and documents, render such assistance and perform such acts as may, in the opinion of the counsel of Licensor, be necessary or advisable, to protect and maintain the interests of Licensor, Licensor and its Licensee in any litigation or administrative proceeding or to otherwise protect and maintain the interest of Licensor in the Name(s) and Programming or their businesses.

8.7 Independent Contractor Status and Indemnification. Licensee is an independent contractor or licensee of the Licensor, and is not an agent, legal representative, joint venturer, partner, employee, servant or agent of Licensor, for any purpose whatsoever. Licensee is not authorized to make any contract, lease, warranty, or representation on behalf of Licensor, or to create any obligation, express or implied, on behalf of Licensor. Licensee shall be responsible for, and shall promptly pay when due, all expenses of Licensee's licensed business, including, but not limited to all taxes and levies connected with the said licensed business and any income arising therefrom. Licensor shall not be liable for any such expenses, taxes, levies or disbursements otherwise paid or incurred in connection with the establishment and maintenance of the aforesaid business.

8.8 Indemnity. Licensee will indemnify Licensor and its employees and hold them harmless from and against all losses, claims, actions, damages, liabilities and expenses, including attorney's fees, arising from loss of life, personal injury, damage to property or any other loss or injury suffered by Licensee's agents, employees or third parties, arising directly or indirectly from, or as a result of, or in connection with Licensee's operation of the Programming in the licensed area or by reason of Licensee's use of the system, names or marks of the Programming. Licensee shall indemnify Licensor and its employees and hold them harmless from and against all copyright or trademark challenges of Licensee's right, title or interest in any trade names, service marks, trade symbols, emblems, signs, slogans or insignia used in Licensee's licensed business.

8.9 The sale of License by Licensee. Licensee agrees not to pledge or encumber this Agreement except with the express written approval of Licensor, to be granted in the Licensor's sole discretion, which Licensee may request in the event that Licensee seeks to sell the license granted hereunder to a third party who desires to use said license as collateral for purchase financing. Licensor shall have the authority to extend the term of this Agreement beyond the term set forth in paragraph 3 to enable a purchaser of the license to obtain financing of said purchase if Licensor, in his sole discretion, determines such extension to be necessary. Licensee may request approval of the use of the license granted hereunder as collateral and/or the extension of the term of this Agreement by written request sent to address provided under paragraph 14.

8.10 Branch Operations. Integral to the role of the Branch Office, Licensee agrees to: (1) comply with weekly reporting requirements to Licensor; and (2) assume responsibility for customer service of enrolled clients including, but not limited to, assisting customers: (a) Enroll in the Capital Ready Program (Step 1); (b) complete the intake form (Step 2); (c) complete the Personal Financial Statement (Step 3); (d) collect documents such as tax returns, bank statements, etc. (Step 4); (e) obtain personal credit reports to the standards required by ICS (Step 5); (f) create 36 month financial projections (Step 7); (g) create 36 month expense projections (Step 8); (h) create use of funds (Step 9); (i) complete loan applications; and (j) other duties assigned by Licensor to assist customers at the local level. Licensee shall provide customer documentation to Licensor in a timely manner and via means set forth by the Licensor.

9. RESERVATION OF RIGHTS.

9.1 Reservation of Rights. All rights in the Programming other than those specifically granted herein by Licensor to Licensee are reserved by Licensor for full use by it or its assignees, transferees or Licensee.

10. SUCCESSORS AND ASSIGNMENT.

10.1 Successors and Assigns of Licensor. All rights of Licensor in this Agreement shall inure to the benefit of Licensor's successors and assigns.

10.2 Nontransferability of Licensee's Interest. Licensee agrees that its interest in this Agreement is not transferable and shall not be sold, pledged, hypothecated, assigned or transferred without the express written consent of Licensor. When a transfer is granted by Licensor, the transferee Licensee shall execute Licensor's then current License Agreement and related documents to govern the remaining term of this Agreement.

10.3 Ownership Changes. If Licensee is a corporation or partnership, Licensee agrees to notify Licensor of any change in stock ownership or partnership interest in Licensee while this Agreement is in effect. Any such change which, together with all prior changes, results in a change of the person or persons having control of the entity shall be a transfer subject to the provisions of this paragraph 10 and its subparagraphs.

11. LEGAL FEES ASSOCIATED WITH LICENSE.

11.1 Legal Fees Associated With License. Licensee shall bear the expense of all legal fees, costs and expenses associated with the operation of the license granted herein. Such fees shall include, but not be limited to, the costs associated with the determination of the legal requirements of and compliance with the statutes, ordinances and regulations regarding arrangements of this type in Licensee's state.

12. BREACH, DEFAULT AND TERMINATION.

12.1 Breach by Licensee. If Licensee breaches or defaults under any provision of this Agreement, Licensor shall have all rights and remedies permitted by law or equity, including, but not limited to, the right of termination. Any termination by Licensor shall have no effect upon Licensee's obligation to pay the non-refundable deposit due in accordance with subparagraph 2.1 (a) and/or Schedule A. The forfeiture by Licensee of such non-refundable deposit in the case of termination shall be liquidated damages and not a penalty. For the purposes of this paragraph, a default or breach shall include, but not be limited to, the following:

(a) Unlicensed Use of Programming.

(b) Similar Programming. The offering or participation in, directly or indirectly, any Programming of a similar type to the Programming provided by Licensor.

(c) Insolvency. The insolvency, bankruptcy or placement in receivership of Licensee.

(d) Criminal Offenses. The conviction of Licensee or its principal shareholder with a major criminal offense which, by its nature and by the potential long-term imprisonment threatened, would result in serious damage to the reputation of the Programming or the effective business operation of Licensor.

(e) Attachment or Seizure. Attachment or seizure of any of Licensee's assets, provided Licensor is certain that such seizure or attachment is an extreme threat to the continued successful operation of the exclusive license.

(f) Failure to perform. If Licensee does not enroll a minimum of twenty-five (25) clients in the Capital Ready Program per calendar month after an initial one-month grace period and/or failure to perform Branch operational duties including, but not limited to 8.10.

(g) Mental Incompetency. The mental incompetency of Licensee, its operator or principal shareholder.

(h) Breach or Default. The Breach or default by Licensee under any other contract or agreement between Licensee and Licensor.

(i) Others. Failure to comply with any requirements of this Agreement.

12.2 NON_Waiver by Licensor. Neither Licensor's waiver of a breach or default by Licensee, nor delay or failure to exercise any right upon breach or default, nor acceptance of any payment, shall be deemed a waiver nor shall the same impair rights for other breaches or defaults of the same or a different kind. The description of any breach or default in any notice shall not preclude the later assertion of other additional defaults or breaches.

12.3 Termination By Licensee. Licensee shall have the right to terminate this Agreement by providing Licensor with written notice to Licensor one hundred twenty (120) days prior to the effective date of such termination. Licensee shall have the right to terminate this Agreement within the Initial Period covered by the non-refundable deposit, in which case the non-refundable deposit shall be forfeited to Licensor as liquidated damages and not as a penalty. Any termination by Licensee shall have no effect upon Licensee's obligation to pay the non-refundable deposit due in accordance with subparagraph 2.1(a) and/or Schedule A.

13. EFFECT OF TERMINATION.

13.1 Effect Upon Licensee's Rights. Upon termination of this Agreement for any reason, all of Licensee's rights hereunder shall forthwith cease and Licensee shall not thereafter publish or use the Programming or any part thereof or the system, names and marks associated with the Programming in any manner whatsoever.

13.2 Continuation of Licensor's Rights. Upon termination of this Agreement for any cause whatsoever, all rights, title and interest in and to the Programming shall remain with Licensor as holder of an exclusive license covering the United States.

13.3 Return of Materials. Upon termination of this Agreement for any reason, Licensee shall return the Operations Manual, all printed and working documents associated with the Programming then in existence plus all client lists, together with all files and records pertinent to such customers in the licensed area, and monthly sales records up to the date of termination.

14. NOTICES.

14.1 Notices. All notices, requests, payments, demands and reports to be given under this Agreement are to be in writing, delivered by hand, telegram, certified or registered mail, or courier service guaranteeing overnight delivery, except that regular 6 month reports from Licensee and shipments of Copy by Licensor may be sent by regular mail, to the following address (which may be changed by written notice):

LICENSOR:
Innovative Capital Strategies, Inc.
101 East Broad Street, Suite 200
Mineola, TX 75773

LICENSEE:

Notice by mail shall be deemed received on the third business day after mailing or upon actual receipt, whichever is earlier.

15. INTERPRETATION.

15.1 Amendments. This Agreement constitutes the entire agreement between the parties and may not be changed except with a written document signed by both parties with the exception of the amendments.

15.2 Choice of Law and Consent To Jurisdiction. This Agreement shall be governed by the laws of the State of Texas. Licensor and Licensee agree that any legal or equitable action for claims, debts or obligations arising out of, or to enforce the terms of, this Agreement may be brought by either party in Wood County, Texas, and that such court shall have personal jurisdiction over the parties and the venue of the action shall be appropriate in such court.

15.3 Construction of Language. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires; if more than one party or person is referred to as Licensee, their obligations and liabilities shall be joint and several. Headings are for reference purposes only and do not control interpretation. All the terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number (singular or plural) or any other gender as the context or sense of this Agreement, or any section or clause hereof, may require.

15.4 Successors. References to Licensor or Licensee include such successors, assigns, or transferees as are permitted in accordance herewith.

15.5 Severability. If any provision of this Agreement is deemed invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force or effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

15.6 Exhibits and Schedules. All exhibits and schedules attached hereto are incorporated by reference in the appropriate paragraph and form a part of the Agreement.

15.7 Enforceability. The parties to this Agreement understand and agree that, if any portion of the restrictive covenants set forth in this Agreement is held to be unreasonable, arbitrary, or against public policy, then that portion of those covenants shall be considered divisible as to time and region. The parties to this Agreement agree that if any court or competent jurisdiction determines that the specified time period or the specified region of application of any covenant is unreasonable, arbitrary, or against public policy, then a lesser time period, geographical area or both, that is determined to be reasonable, nonarbitrary, and not against public policy, may be enforced against the parties hereto. The parties to this Agreement agree and acknowledge that they are familiar with the present and proposed operations of Licensees and believe that the restrictive covenants in this Agreement are reasonable with respect to their subject matter, duration, and geographical application. Notwithstanding that the parties agree that any court of competent jurisdiction may modify the time period or specify geographical area of applicability in this agreement, the parties do not intend that a court be able to modify the payment terms set forth herein.

15.8 Arbitration. Except for obtaining injunctive relief by either party against actual or threatened conduct that would cause irreparable harm to that party, all controversies, disputes or claims arising under this Agreement between Licensor and Licensee shall be submitted for arbitration to the Office of the American Arbitration Association nearest to Licensor on demand of either Licensor or Licensee. Such arbitration proceedings shall be conducted in Mineola, TX. Except as otherwise provided in this Agreement, such claims shall be heard by one arbitrator in accordance with the then Current Commercial Arbitration Rules of the American Arbitration Association. The administrative cost of the arbitration, including the cost of the arbitrator, shall be borne equally by the parties. Each party shall be responsible for the payment of its own attorneys' fees and expenses. At Licensor's request, the arbitrator shall require Licensee to produce all books and records of the Licensee's business for Licensor's examination and use as evidence in the arbitration. The arbitrator shall have the authority to award all relief at law or equity but shall not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator shall be conclusive and binding upon the parties and judgment upon the award may be entered in any court of competent jurisdiction identified in paragraph 15.2 above, including an order pursuant to an opinion of the arbitrator for specific performance of any of the requirements of this Agreement. Licensor and Licensee agree that any contest of such award shall be in the courts specified in Paragraph 15.2 above. The arbitrator shall not add, delete, modify or amend any of the terms of this Agreement. This Agreement to arbitrate shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. During the period of any dispute or arbitration, the terms of this Agreement will remain in full force and effect on all parties, including the payment of all fees due in accordance with Schedule A and including the use of the trademark by the Licensee.

THE TERMS OF THIS AGREEMENT SHALL CONTROL OVER ANY CONFLICTING TERMS IN ANY REFERENCED AGREEMENT OR DOCUMENT.

THIS AGREEMENT SETS FORTH AND CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SUPERSEDES ANY AND ALL PRIOR AGREEMENTS, NEGOTIATIONS, CORRESPONDENCE, UNDERTAKINGS, PROMISES, COVENANTS, ARRANGEMENTS, COMMUNICATIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER ORAL OR WRITTEN, OF ANY PARTY TO THIS AGREEMENT.

16. SIGNATURES.

IN WITNESS THEREOF the parties have signed this Agreement on the day and year first above written.

LICENSOR:

Innovative Capital Strategies, Inc.
101 East Broad Street, Suite 200
Mineola, TX 75773

Printed Name

Signature

Title

Date

LICENSEE:

Printed Name (Individual Name)

Signature

Date

Licensee mailing address (Street, City, State, and Zip)

Contact number for Licensee

Email for Licensee

Licensee Social Security Number

SCHEDULE A

1. REGION (four zip codes*): _____

*Zip codes must be contiguous (touching) or Licensor has the option to unilaterally reassign a set of contiguous zip codes, at any time, to create a contiguous Region.

2. DEPOSIT PAYMENT

Initial Deposit: \$2,500 initial deposit paid to ICS on the following date: _____

The balance of \$47,500 is due within seven (7) days unless Licensor and Licensee have agreed in writing and attached as an Addendum to this License Agreement.

3. COMPENSATION SPECIFICS UPON RECEIPT OF FULL LICENSE FEE

- Capital Ready Program Compensation (paid by Licensor to Licensee weekly after receipt from clients enrolled by Licensee):
 - \$250 per enrollment (Branch collects the \$499 and forwards half to ICS)
 - \$750 upon each client's submission of the Refundable Deposit
 - 5% of the capital raise
- 100% of insurance and annuity commissions derived from clients.

4. ICS DELIVERABLES UPON RECEIPT OF FULL LICENSE FEE

- \$25,000 to be used as working capital for the Branch.
- Exclusivity as described in this Agreement.
- Training as described in the Agreement.
- Replicated website to submit leads and enroll clients off of.

FINANCING ADDENDUM

In lieu of payment of the License Fee being fully paid within seven days, Licensee agrees to use the ICS Capital Ready Program for funding the balance owed as follows:

- 1. Apply for the Capital Ready Program on <https://innovativecapitalstrategies.org/capital-ready-package/>;
- 2. Actively work with the ICS Staff to obtain the balance owed on the License Fee; and
- 3. Submit the balance owed to Licensor within two (2) days of receipt of funding through the Capital Ready Program.

During the time period of Branch operation prior to the Licensee paying the full License Fee to Licensor and in consideration of Licensor’s considerations outlined in this Addendum, Licensee commits to enrolling at least five (5) clients into the Capital Ready Program weekly.

* If Licensee qualifies, he/she may use Unsecured Business Financing (UBF)/Fast Track Business Credit Build and/or ICS Working Capital Funding in lieu of the TCR Program. In either case of using TCR, Working Capital Funding, or UBF, Licensee agrees to promptly, within two (2) days of receipt of funding, pay Licensor for the full balance owed or, if funding received is less than balance of License Fee owed, to pay minimally 50% of funds received from each round of funding within two (2) days of receipt of funding until License Fee is paid in full. Additionally, Licensee agrees that Licensor shall offset 50% of earned income under the License to be applied towards the License Fee balance until paid in full.

Licensee’s failure to comply with the terms outlined in this Financing Addendum will release Licensor from performing under the Branch Manager License Agreement until Licensee is fully compliant.

Licensee Signature	Date	Licensor Signature	Date
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