

TRAINEE AGREEMENT

This agreement is made by and between **COLABERRY INC.**, (herein after referred to as "COLABERRY") with its primary business location at 745 Atlantic Ave, Boston MA 02110, and Applicant (herein after referred to as "Trainee").

1. TRAINEE INFORMATION

Trainee's Signature

Trainee's Printed Name

Date: _____

Phone Number: _____

Email Address: _____

Driver License Number: _____ State Issued: _____ Expiration Date: _____

Mailing Address (must match the Driver's License attached)

2. TERMS OF USE

The training program, LMS (Learning Management System), web sites, web applications, software, all functions, facilities, content and services related thereto are operated and maintained by Colaberry Inc. ("COLABERRY"), offered at the URL: <http://www.COLABERRY.com/> or at one of its subdomains or on any domains controlled by COLABERRY (collectively referred as "CRM"). The CRM is for use solely by individuals and employees of approved companies who are authorized by COLABERRY to use it. By accepting these Terms and Conditions of Use and/or visiting or using the CRM, Trainee agree to be bound by all the terms and conditions contained herein (the "Terms"). If Trainee do not wish to be bound by these Terms, Trainee are not authorized to use the CRM. By using the COLABERRY CRM, Trainee agree that Trainee have read, understand and agree to these terms. Trainee also agree to review this agreement periodically to be aware of modifications to the agreement, which modifications, COLABERRY

Trainee Initials: _____

Inc. may make at any time. Trainee's continued use of this CRM will be deemed Trainee's conclusive acceptance of any modified agreement.

2.1 GRANT OF RIGHTS

By registering for an account and requesting for enrollment into any programs, COLABERRY grants Trainee a SINGLE USER non-exclusive, non-transferable license to use all portions of the CRM in strict accordance with these Terms. This SINGLE USER license is for personal use only and must not be shared in any way and in any format, without explicit written permission by COLABERRY. Trainee agree to notify us immediately of any unauthorized access to or use of Trainee's user name or password or any other breach of security. Trainee should use caution when accessing Trainee's account from a public or shared computer so that others are not able to view or record Trainee's password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by Trainee or provided by us, at any time if, in our opinion, Trainee have violated any provision of these Terms of Use. These Terms do not grant Trainee the right to use any COLABERRY trademark, service mark or logo for any purpose whatsoever or any intellectual property owned by COLABERRY other than as expressly permitted by these Terms.

COLABERRY reserves the right to disable an account or remove access to CRM and any other resources provided as part of the program, any time after 48 hours of program end date.

2.2 PERSONAL INFORMATION

Trainee acknowledge and agree that COLABERRY may use information about Trainee which COLABERRY obtains either directly from Trainee or which it obtains by the nature of Trainee's use of the CRM for any legitimate business purpose as outlined by our Privacy Policy.

2.3 PROPRIETARY MATERIALS

(a) The CRM contains copyrighted material, trademarks, and other proprietary and confidential information of COLABERRY and others (collectively "Proprietary Material"), including, but not limited to, scripts, documents, code, video, text, software, photos, graphics, image, music, and sound. Trainee agree not to modify, publish, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary Material. Copyrighted materials may only be accessed through the CRM, and not from any other unauthorized access mechanism.

(b) The entire CRM is: Copyright 2012-2015, Colaberry Inc. All Rights Reserved. Complying with all applicable copyright laws is the responsibility of the user. Except as otherwise expressly permitted by these Terms, or as permitted under copyright law, no posting, copying, transmission, retransmission, distribution, redistribution, publication, republication, de-compilation, disassembling, reverse engineering, or otherwise reproducing, storing, transmitting, modifying, or commercially exploiting any Proprietary Material in any form or by any means, for any purpose, is permitted without the express written permission of COLABERRY.

(c) COLABERRY and other COLABERRY marks and logos are service marks and trademarks of Colaberry Inc. Other trademarks, service marks, and logos which may be used in the CRM are the trademarks, service marks, or logos of their respective owners. Third party content and software required by or made available by or through this CRM is the property of its respective owner and use is subject to the license or terms provided by such owner. Hypertext

Trainee Initials: _____

links may be provided only for Trainee's convenience and do not and should not be viewed as suggesting any association with or endorsement of or by such linked CRMs.

2.4 PROHIBITED CONDUCT

(a) Capture, download, save, upload, print or otherwise retain information and content available on the CRM other than what is expressly allowed for Trainee's own personal use.

(b) Permit or provide others access to the CRM using Trainee's user name and password or otherwise, or the name and password of another authorized user.

(c) Remove or modify any copyright, trademark, legal notices, or other proprietary notations from the content available on the CRM.

(d) Violate or attempt to violate the CRM's security mechanisms, or otherwise breach the security of the CRM or corrupt the CRM in any way. To ensure that users of the CRM do not engage in Prohibited Conduct, COLABERRY reserves the right to monitor use of the CRM and reserves the right to revoke or deny access to users whose usage behavior exceeds normal limits, suggesting Prohibited Conduct. The term "normal limits" shall be determined solely by COLABERRY.

(e) Use of any third-party tools, scripts, or players to automate access to COLABERRY's content is prohibited. The only allowed access mechanisms are via standard web browsers without any tools or add-ons on (a) any computer and (b) any standard lawfully allowed mobile devices and tablets or (c) via any mobile or PC application made available to Trainee by COLABERRY.

(f) Students shall not create, display, transmit, or make accessible threatening, racist, sexist, obscene, offensive, annoying or harassing language, e-mail messages, and/or material, including broadcasting unsolicited messages, sending unwanted e-mail, or impersonating other users.

2.5 INDEMNIFICATION

(a) In consideration of Trainee being permitted to enroll in the program, Trainee hereby accept all risk to his/her injury or death that may result from such participation, including transportation and all other adjunct activities, and I hereby release COLABERRY, its governing board, officers, employees and representatives from any and all liability to Trainee, Trainee's personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to Trainee's property and for any and all illness or injury to Trainee's person, including his/her death, that may result from or occur during Trainee's participation in the program, whether caused by any type of negligence of COLABERRY, its governing board, officers, employees, or representatives, or otherwise.

(b) Trainee agree to indemnify, defend, and hold harmless COLABERRY and its directors, employees, licensors, independent contractors, providers, subsidiaries and affiliates (collectively, the "Affiliates"), from and against all liability and costs (including attorneys' fees and costs) incurred by COLABERRY and/or the Affiliates about any claim arising out of any breach by Trainee of any provision of these Terms.

(c) Trainee agree to cooperate as fully as reasonably required in the defense of any such claims. COLABERRY reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to

Trainee Initials: _____

indemnification by Trainee and Trainee shall not in any event settle any claim without the written consent of COLABERRY.

2.6 SCOPE AND NATURE OF TRAINING

Under the terms of this agreement COLABERRY agrees to provide job readiness training in the specific job readiness program Trainee enrolled. The job readiness program is divided into following sections, in the order specified, for this agreement:

- (a) Review Labs: Trainee will be provided with a set of review lab assignments to review the subject material required for the enrolled job readiness program.
- (b) Simulated Project: Trainee will be provided with a simulated project in the subject area and a trainee is expected to complete all by her/himself, though assistance can be sought from fellow trainees or instructors.
- (c) Interview Preparation: Trainee will be provided with guidelines and best practices for preparing a resume and a combination of automated and instructor led mock interviews to prepare for interviews.
- (d) Marketing: Trainee will be provided with guidelines and assistance to search and locate a position.

It is expressly understood and agreed between the parties that the Trainee is not an employee, agent or servant of COLABERRY for any specific duration or for any purpose during the training program. The following commitment is required by the Trainee to be enrolled into the program.

- 1. Trainee agrees and acknowledges that COLABERRY's training, trainees, employees and software personnel represent a significant investment in recruitment and training, the loss of which would be detrimental to COLABERRY's current and future business income and profits.
- 2. Trainee agrees and acknowledges that during the training period and for 180 days thereafter, trainee shall not solicit or in any way compete with, job opportunities from companies other than COLABERRY or its partners without explicit permission. Trainee must sign an exclusive "Right to Represent" document with COLABERRY or its assigned partners that will provide recruitment services to COLABERRY.
- 3. COLABERRY also allow, with explicit permission, trainee to seek and find an employment on their own via its Student Marketing Initiative (SMI), contingent on Trainee reporting job search activities via the SMI Portal.
- 4. Trainee agrees and acknowledges that when the trainee is selected in a client interview, trainee must join the client project without any reservations and must work on the project for the entire contract period and any extensions of the contract period thereafter.
- 5. Trainee agrees and acknowledges that COLABERRY can choose to remove a trainee from the training program any time for any or no reason, at its discretion.
- 6. Trainee agrees and acknowledges that he or she is not entitled to any benefits, including, but not limited to, salary or payment of any kind, healthcare, insurance, retirement benefits and the like, during the period of training.
- 7. In the event of breach of this Agreement, Trainee agrees to pay \$15,000 (FIFTEEN THOUSAND) to COLABERRY as damages.

Trainee Initials: _____

8. All ownership and control of all intellectual property and/or processes shall vest exclusively in COLABERRY, and Trainee hereby assigns to COLABERRY all right(s), title(s) and interest(s) that Trainee may have in such materials and creations to COLABERRY, without any additional compensation and free of all liens and encumbrances of any type.
9. Trainee agrees to indemnify and hold harmless COLABERRY for all losses, costs and other liability incurred or threatened, including attorneys' fees, related to any breach, obligation, covenant, representation, warrant or promise set forth in this Agreement.
10. Trainee must complete the job readiness program in 180 days. Failure to complete the program in 180 days will be deemed as breach of contract and will be required to pay program fee based on progress made. Refer to 2.11 for schedule of program fees.
11. The laws of the State of Texas shall govern this Agreement, and venue shall be proper only in the courts of Richardson, Dallas County, Texas.

The following dates and events define the scope and clarify various terms of the contract.

- Training Start Date: The day trainee sign this contract will be considered as the Training Start Date.
- End of Training Date: The day trainee finishes 100% of the program sections with a passing grade.
- Training Period: Starts from the beginning of 'Training Start Date' and ends at the close of 'End of Training Date'.
- 180 Day Commitment Start Date: The day after 'End of Training Date' will be the start date of 180 days of commitment.
- End of 180 Day Commitment: 180th day counting from the '180 Day Commitment Start Date'.

This agreement is deemed to be in-force between the 'Training Start Date' and 'End of 180 Day Commitment'. After the 'End of 180 Day Commitment', this agreement will be automatically terminated.

2.7 LIMITED WARRANTY

(a) THE CRM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, RELIABILITY, ABSENCE OF ANY VIRUSES OR CONTENT OF ANY INFORMATION, SOFTWARE, OR MATERIAL PROVIDED BY OR THROUGH THE CRM, AND WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CURRENCY, CORRECTNESS, OR VALIDITY OF ANY INFORMATION, SOFTWARE, MATERIAL OR CONTENT PROVIDED BY OR THROUGH THE CRM RESTS WITH THE USER.

(b) COLABERRY does not warrant that the content or functions of the CRM will meet Trainee's requirements or that the operation of the CRM will be uninterrupted or error free.

(c) COLABERRY shall not be liable for any loss or injury arising out of or caused, in whole or in part, by any negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering information contained in the CRM.

Trainee Initials: _____

(d) COLABERRY has no control over the content of websites, videos or other resources that may be linked to the CRM through hypertext links, and is not responsible for their content, software, or privacy practices. Those links are provided for Trainee's convenience only and Trainee access them at Trainee's own risk.

2.8 LIMITATIONS ON LIABILITY AND REMEDIES

(a) COLABERRY IS NOT AND SHALL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING FROM THE USE OR INABILITY TO USE THE CRM. THIS DISCLAIMER OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

(b) In no event shall COLABERRY be liable for any indirect, special, incidental, punitive, or consequential damages, including lost income or profits, arising out of the use or performance of the CRM, even if COLABERRY has been advised of the possibility of such damages.

2.9 TERMINATION

COLABERRY may terminate the right of any user to access the CRM at any time, with or without cause, in COLABERRY's absolute discretion and without notice. The recital in this Agreement of specific grounds for termination of a user's right to access the CRM shall in no manner whatsoever limit COLABERRY's absolute right to terminate any user's access to the CRM under this paragraph.

2.10 MODIFICATION OF AGREEMENT OR SERVICE

(a) COLABERRY has the right to modify these Terms in any manner and at any time, without notice or liability. Any modification is effective immediately upon posting on the CRM. Trainee's continued use of the CRM following any modification of these Terms means Trainee accept and agree to such modification(s). Trainee is expected to check this page on the CRM from time to time so Trainee are aware of any changes, as they are binding on Trainee. Trainee's only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of COLABERRY in providing the CRM, is to cease use of the CRM.

(b) COLABERRY may at any time, without notice or liability, change or eliminate any content or feature of the CRM, or restrict the use of any portion of the CRM, including limiting the time of its availability, the amount of use permitted, or the persons who are permitted to use it. Trainee's only right with respect to any dissatisfaction with any service related change or elimination is to cease use of the CRM. We will not be liable if for any reason all or any part of the CRM is unavailable at any time or for any reason.

2.11 FEES & CANCELLATIONS

1) Monthly Access Subscription Fees

Trainee agree to pay a monthly access subscription fee to enroll and continue in the program. Subscription payments will be paid until 100% of curriculum is completed.

Trainee Initials: _____

- a. A monthly subscription payment of \$250 is required for each month until 100% of the curriculum is completed. If a trainee joins in the middle of the month, that fee will be prorated for the remaining days in the month.
- b. If a trainee has enrolled prior to 1st March, 2017 and already start working on IPBC Project, then trainee will be grandfathered into an earlier plan that has different payments for first month and subsequent months based on completion.

2) Program Fee

- a. Trainee agree to pay the lesser of \$15,000 or 15% of the first 12 months' gross salary once placed by Colaberry team or its partners or trainee finds a position on his/her own. Trainee can opt for 12 equal monthly installments or pay in lump sum or pay in a different schedule than a monthly payment, but must be paid within 12 months.
- b. In case, the trainee's employment is terminated before the full program fee is paid, the remaining balance of the program fee shall be paid from any subsequent employment.
- c. Any verbal agreements or assumptions shall be deemed VOID and this trainee agreement shall be considered as the final agreement.

3) Non-Refundable Fee

- a. All monthly subscription fees and program fees are NON-REFUNDABLE.

4) Reinstatement Fee:

- a. Each trainee, irrespective of the plan (Grandfathered plan or Regular Plan), will be assessed \$200 for reinstating to the program if the trainee drops off for any reason and would like to reinstate into the program. The reinstatement fee can be waived at the discretion of Colaberry.

5) Payment Due Date:

- a. All payments are due within 7 days after they are assessed. All monthly subscriptions are assessed on the midnight of the end of (previous) month, so will be due by the 7th of the current month.
- b. If a trainee joins the program in the middle of the month of any date other than the first of month, will be provided with 7-day grace period from the date of joining.
- c. If the payment is past due, the account access will be suspended, and will be considered as willful violation and dropout of the program and will be assessed the with a penalty based on the phase of the program that trainee is working as per the contract breach agreement mentioned in (5)

6) If the trainee (a) breaches the agreement while the agreement is in-force or (b) would like to terminate/cancel the agreement for any reasons or (c) fail to complete training within 180 days after the 'Training Start Date', Trainee agree to pay a program fee as per the following schedule. Date of termination is the day Trainee informs COLABERRY to terminate the contract or violates the terms of the contract or 180 days have been passed since the 'Training Start Date'.

Trainee Initials: _____

- Termination date is 3 weeks from 'Training Start Date' and Trainee hasn't reached 'Simulated Project' section: Trainee is not required to pay any fee.
- Termination date is between after 3 weeks and Trainee has reached 'Simulated Project' section, Trainee agree to pay \$15,000
- Trainee is required to pay \$15000 if terminates after completing 100% of IPBC and within 6 months starting from the day of 100% completion of IPBC.
- Termination date is 6 months after 100% completion of IPBC, trainee is not required to pay any penalty, if the trainee hasn't secured any employment on their own or with the support of Colaberry and its partners.

(b) Cancellations

Trainee can cancel or withdraw from the program at any time during the program by providing a written request to accounts@colaberry.com. As per the Fee Schedule stated above, trainee is required to pay a fee for withdrawing from the program.

- 1) If Trainee is dissatisfied for any reason with the program, Trainee's sole right and exclusive remedy is to terminate Trainee's enrollment and pay program fee as per the Fee Schedule.
- 2) If Trainee just simply abandoning the program, without written request to cancel, it will be deemed as breach of the contract and Trainee agree to pay program fee as per the Fee Schedule.

(b) Due Date

Subscription fees are due within 7 days after assessed.

Program fees are due within 12 months beginning from the date of first employment.

Program fee (due to breach of contract and/or cancellations) will be due in full within 30 days from the day notice has been sent to the Trainee to the email address provided at the time of enrollment.

If a payment is not received within 30 days from the notice date, COLABERRY may use at its discretion any means to collect the fee that includes but not limited to using a 3rd party collection agency.

2.12 TALENT RELEASE

Trainee hereby grant to COLABERRY, its subsidiaries, licensees, successors and assigns, the right to record, use, publish, and reproduce, for all purposes, Trainee name, trainee generated content (including but not limited to assignments, surveys, audio, videos, mock interviews, presentations, demonstrations, documents, messages in discussion boards, messages in chat systems), pictures in film or electronic (video) form, sound and video recordings of Trainee's voice, and printed and electronic copy of the information in any and all media including, without limitation, cable and broadcast television and the Internet, and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational conferences and in brochures and other print media. This permission extends to all languages, media, formats and markets now known or hereafter devised. This permission shall continue forever.

Trainee Initials: _____

Trainee further grant COLABERRY all right, title, and interest that Trainee may have in all finished pictures, video, audio, negatives, reproductions, and copies of the original print, and further grant COLABERRY the right to give, sell, transfer, and exhibit the print in copies or facsimiles thereof, for marketing, communications, or advertising purposes, as it deems fit.

Trainee hereby waive the right to receive any payment for signing this release and waive the right to receive any payment for COLABERRY's use of any of the material described above for any of the purposes authorized by this release. Trainee also waive any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied.

2.13 GENERAL

(a) Failure by COLABERRY to enforce any provision(s) of these Terms shall not be construed as a waiver of any provision or right.

(b) These Terms, and all other aspects of Trainee's use of the CRM, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules. No action of any kind or nature arising out of these Terms, or out of any use of the CRM, may be brought by either COLABERRY or Trainee more than one year after the date on which the cause of action first arises. Trainee agree to submit to the exclusive jurisdiction of, the state and federal courts sitting in Dallas County, State of Texas, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce any claim arising under these Terms, the prevailing party will be entitled to costs and attorneys' fees.

(c) These Terms constitute the entire agreement between Trainee and COLABERRY with respect to the CRM and supersedes all prior agreements or understandings between Trainee and COLABERRY with respect thereto.

COLABERRY and Trainee hereby acknowledge receipt of a copy of this agreement. By requesting an enrollment or requesting for an account, Trainee hereby accepts the terms of this agreement. Trainee also acknowledges that this agreement does not confer any duty owed to Trainee by COLABERRY and is in no way a guarantee of employment.

2.14 DRESS CODE AND HYGIENE

Trainees are not allowed without shoes and shirts in any COLABERRY facilities or facilities procured by COLABERRY to offer its programs. Underclothing must not be visible.

Trainees' overall personal appearance must reflect cleanliness and good grooming. If a trainee's dress or hygiene interferes with the learning process, the trainee's instructor will counsel the student and at COLABERRY discretion may remove from classroom. Trainees in violation of dress policies may be subject to corrective action, including removal from the setting.

2.15 SMOKING/USE OF TOBACCO PRODUCTS

Trainee Initials: _____

Trainees, visitors or any other persons in classrooms or in COLABERRY facilities are NOT permitted to smoke or use tobacco products. Tobacco products include cigarettes, e-cigarettes, vaporizers, cigars, blunts, pipes, smokeless tobacco products and any other items containing or intended to mimic tobacco products.

Any person that violates these terms may be removed from class rooms and facilities and at COLABERRY discretion, may cancel the enrollment.

2.16 DRUG AND ALCOHOL POLICY

No Trainee shall distribute, dispense, possess, use, or be under the influence of any alcoholic beverage, malt beverage, or fortified wine or other intoxicating liquor; or unlawfully manufacture, distribute, dispense, possess, or use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid, or any other controlled substance in classrooms or in COLABERRY facilities.

Any person that violates these terms may be removed from class rooms and facilities and at COLABERRY discretion, may cancel the enrollment.

2.17 NON-DISCRIMINATION POLICY

COLABERRY is committed to the principle of equal opportunity in education and opportunity. COLABERRY prohibits discrimination against and harassment of any student, trainee, employee, applicant for employment, third party or community member because of race; color; national or ethnic origin; age; religion; disability; sex; sexual orientation; gender; gender identity and expression; including a transgender identity; genetics; veteran status; retaliation; and any other characteristic protected under applicable federal or state law.

Any violations must be reported immediately to HR@colaberry.com.

3. CONFIDENTIALITY AND NON-DISCLOSURE

(A) COLABERRY INFORMATION

(i) COLABERRY, upon the Trainee's enrollment to a program, will make available to Trainee Confidential Information of COLABERRY that will enable Trainee to learn contents of the program. In exchange, Trainee agree to use such Confidential Information solely for the personal use and learning. Notwithstanding the preceding sentence, Trainee agree that upon the completion of the program, COLABERRY shall have no obligation to provide or otherwise make available to me any of its Confidential Information or other learning materials. Trainee understands that "Confidential Information" means any COLABERRY proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, contracts, product plans, products, services, methodologies, practices, business workflows, training brochures, training material, lesson plans, samples, templates, documents, software code, pictures, video and audio recordings, lists of Trainees, lists of trainees, list of recruiters, customer lists and customers (including, but not limited to, customers of COLABERRY that Trainee may have access to as part of the program), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by COLABERRY either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. Trainee further understand that Confidential Information does not include any of the foregoing items which has

Trainee Initials: _____

become publicly known and made generally available through no wrongful act or omission of mine or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

(ii) Trainee agree always during the term of program and thereafter, to hold in strictest confidence, and not to use, except for the exclusive benefit of COLABERRY, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of COLABERRY, any Confidential Information of COLABERRY.

(B) THIRD PARTY INFORMATION

Trainee recognize that COLABERRY has received and in the future, will receive from third parties their confidential or proprietary information subject to a duty on COLABERRY's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary as part of the program consistent with COLABERRY's agreement with such third party.

4. SIGNATURES

TRAINEE

Trainee's Signature

Trainee's Printed Name

Date: _____

Trainee Initials: _____

APPENDIX A

JOB READINESS TRAINING PROGRAM FEE PAYMENT AGREEMENT

1. PARTIES

This *Job Readiness Training Program Fee Payment Agreement* ("Agreement") is by and between Colaberry Inc. ("Colaberry") and _____ ("Trained Party"), and any and all past or present representatives, principals, agents, servants, employees, consultants, partners (both general and/or limited), equity participants, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors, successors, assigns, estates, beneficiaries, heirs, devisees, legatees, and trustees of the persons and entities of the parties (collectively, "Parties").

2. AGREEMENTS

2.A. Colaberry agrees to provide Job Readiness program, and the Trained Party agrees pay the Program Fee upon the Trained Party's completion of the Colaberry training program ("Position") and finds employment through Colaberry, its partners or on their own.

2.B. The Parties expressly understand and agree that:

2.B.i. the Trained Party will pay to Colaberry the training program fee, the lesser of **15%(FIFTEEN)** of the Trained Party's gross annual salary on their first employment after the training program or **\$15,000 (FIFTEEN THOUSAND DOLLARS)**; and

2.B. ii. the Trained Party will pay the training program fee to Colaberry in **12 or fewer monthly payments**. Each such payment is due and payable on the first day of each month commencing on the first day of the month after the Trained Person begins employment in the Position.

2.C. The Parties further expressly understand and agree that the foregoing consideration is good and sufficient, and that all conditions necessary to make this Agreement valid and enforceable have been performed or have occurred.

3. TRAINED PARTY'S REMEDIES IN THE EVENT OF SEPARATION FROM EMPLOYMENT.

The training program fee must be paid in full in **12 or fewer** monthly payments. However, if the Trained Party is separated from the Position, and upon notice and request by the Trained Party, Colaberry, in its sole discretion, may forbear from demanding monthly payment of the training program fee until such time, if ever, that the Trained Party again obtains new employment.

Trainee Initials: _____

4. COLABERRY'S REMEDIES IN THE EVENT OF DEFAULT BY TRAINED PARTY.

4.A. The Parties expressly understand and agree that in the event the Trained Party does not timely make a payment as set forth herein and is therefore in default of this Agreement, Colaberry, at its sole discretion, may accelerate the entire amount due and remaining of the training program fee and demand immediate payment in full.

4.B. The Parties further expressly understand and agree that nothing stated in this Agreement shall be construed as a limitation on or an exhaustive list of the remedies available to Colaberry in the event of a breach of this Agreement by the Trained Party.

5. SEVERABILITY

If any term in this Agreement is determined to be invalid, unlawful, or unenforceable, the remainder of this Agreement shall not be affected and this Agreement shall continue to be enforceable to the fullest extent permitted by law. Moreover, any invalid, unlawful, or unenforceable provision shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the Parties regarding such provision.

6. ENTIRE AGREEMENT OF THE PARTIES

This Agreement constitutes the entire agreement and understanding between the Parties related to the subject matter of this Agreement. This Agreement supersedes and all other prior agreements, arrangements, contracts, and understandings related to the subject matter of this Agreement. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, either Party that is not embodied in this Agreement, and neither Party shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not set forth in this Agreement.

7. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. The venue for any legal action arising out of this Agreement shall lie in Collin County, Texas. If either Party files a lawsuit to construe or enforce this Agreement, the prevailing party shall be entitled to all its reasonable attorney's fees, costs of court, and expenses.

8. FULL UNDERSTANDING OF AGREEMENT

EACH PARTY WARRANTS THAT SUCH PARTY HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE AND LEGAL CAPACITY TO EXECUTE THIS AGREEMENT, IS FREE, WITHOUT DURESS, TO EXECUTE THIS AGREEMENT, AND THAT SUCH PARTY HAS DONE SO

Trainee Initials: _____



COLABERRY INC. 745 ATLANTIC AVE, BOSTON MA 02110

OF FREE WILL AND ACCORD AND WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EACH PARTY UNDERSTANDS AND AGREES THAT IT HAS THE RIGHT TO CONFER WITH AN ATTORNEY TO ASK QUESTIONS TO ENSURE THAT SUCH PARTY FULLY UNDERSTANDS THIS AGREEMENT.

This Agreement may be signed in counterparts, and each counterpart shall be considered an original.

Trainee Initials: _____



COLABERRY INC. 745 ATLANTIC AVE, BOSTON MA 02110

For COLABERRY INC.

Title: _____

Date Signed: _____

Trainee Initials: _____



COLABERRY INC. 745 ATLANTIC AVE, BOSTON MA 02110

VERIFICATION OF TRAINED PARTY

STATE OF _____ §

§

COUNTY OF _____ §

ON THIS DATE, said Affiant personally appeared before me, the undersigned Notary Public, and after being duly sworn, stated the following under oath:

"My name is _____.

I am over fourteen years of age and I am of sound mind. I have never been convicted of a crime of moral turpitude and I am fully competent to make this affidavit. I have personal knowledge of every fact stated herein, and every fact stated herein is true and correct.

I am the Trained Party to the foregoing *Training Program Fee Payment Agreement* ("Agreement"). I have read the Agreement, I fully understand it, and I intend to be bound by each and all of its terms."

FURTHER AFFIANT SAYETH NOT.

EXECUTED ON the _____ day of _____, 20____.

SIGNATURE OF TRAINED PARTY

ADDRESS

CITY STATE ZIP

CELL PHONE

WORK PHONE

EMAIL ADDRESS

Trainee Initials: _____



COLABERRY INC. 745 ATLANTIC AVE, BOSTON MA 02110

SUBSCRIBED AND SWORN TO BEFORE ME ON the _____ day of _____, 20____.

Notary Public of the State of _____

Trainee Initials: _____

APPENDIX B**TRAINING PROGRAM FEE PAYMENT AGREEMENT – EMPLOYMENT****1. PARTIES**

This *TRAINING PROGRAM FEE PAYMENT AGREEMENT – EMPLOYMENT* (“Agreement”) is by and between Colaberry Inc. (“Colaberry”) and _____ (“Trained Party”), and any and all past or present representatives, principals, agents, servants, employees, consultants, partners (both general and/or limited), equity participants, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors, successors, assigns, estates, beneficiaries, heirs, devisees, legatees, and trustees of the persons and entities of the parties (collectively, “Parties”).

2. AGREEMENTS

2.A. The Trained Party has found employment in the following position via Colaberry or its partners or on their own:

Name of Company: _____

Street Address: _____

City/State/Zip Code: _____

Job Title: _____

Annual Salary: _____

15% of Annual Salary: _____

Lesser of \$15000 or 15% of Annual Salary: _____

(Effective Training Program Fee)

2.B. The Parties expressly understand and agree that:

2.B.i. the Trained Party will pay to Colaberry a total training program fee in the amount of \$_____ (Effective Training Program Fee); and

Trainee Initials: _____

2.B.ii. the Trained Party will pay the training program fee to Colaberry in _____ monthly payments in the amount of \$_____ each due and payable on the _____ day of each month commencing on the _____ day of _____, 20____, and continue such payments until the total training program fee is paid in full.

2.C. The Parties further expressly understand and agree that the foregoing consideration is good and sufficient, and that all conditions necessary to make this Agreement valid and enforceable have been performed or have occurred.

3. TRAINED PARTY'S REMEDIES IN THE EVENT OF SEPARATION FROM EMPLOYMENT.

The training program fee must be paid in 12 or fewer monthly installments. However, if the Trained Party is separated from the employment set forth in paragraph 2.A., above, and upon notice and request by the Trained Party, Colaberry, in its sole discretion, may forbear from demanding monthly payment of the training program fee until such time, if ever, that the Trained Party again obtains new employment.

4. COLABERRY'S REMEDIES IN THE EVENT OF DEFAULT BY TRAINED PARTY.

4.A. The Parties expressly understand and agree that in the event the Trained Party does not timely make a payment as set forth herein and is therefore in default of this Agreement, Colaberry, at its sole discretion, may accelerate the entire amount due and remaining of the training program fee and demand immediate payment in full.

4.B. The Parties further expressly understand and agree that nothing stated in this Agreement shall be construed as a limitation on or an exhaustive list of the remedies available to Colaberry in the event of a breach of this Agreement by the Trained Party.

5. SEVERABILITY

If any term in this Agreement is determined to be invalid, unlawful, or unenforceable, the remainder of this Agreement shall not be affected and this Agreement shall continue to be enforceable to the fullest extent permitted by law. Moreover, any invalid, unlawful, or unenforceable provision shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the Parties regarding such provision.

6. ENTIRE AGREEMENT OF THE PARTIES

This Agreement constitutes the entire agreement and understanding between the Parties related to the subject matter of this Agreement. This Agreement supersedes and any and all other prior agreements, arrangements,

Trainee Initials: _____

contracts, and understandings related to the subject matter of this Agreement. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, either Party that is not embodied in this Agreement, and neither Party shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not set forth in this Agreement.

7. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. The venue for any legal action arising out of this Agreement shall lie in Collin County, Texas. If either Party files a lawsuit to construe or enforce this Agreement, the prevailing party shall be entitled to all its reasonable attorney's fees, costs of court, and expenses.

8. FULL UNDERSTANDING OF AGREEMENT

EACH PARTY WARRANTS THAT SUCH PARTY HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE AND LEGAL CAPACITY TO EXECUTE THIS AGREEMENT, IS FREE, WITHOUT DURESS, TO EXECUTE THIS AGREEMENT, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD AND WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EACH PARTY UNDERSTANDS AND AGREES THAT IT HAS THE RIGHT TO CONFER WITH AN ATTORNEY TO ASK QUESTIONS TO ENSURE THAT SUCH PARTY FULLY UNDERSTANDS THIS AGREEMENT.

This Agreement may be signed in counterparts, and each counterpart shall be considered an original.

For COLABERRY INC.

Title: _____

Date Signed: _____

Trainee Initials: _____



COLABERRY INC. 745 ATLANTIC AVE, BOSTON MA 02110

VERIFICATION OF TRAINED PARTY

STATE OF _____ §

§

COUNTY OF _____ §

ON THIS DATE, said Affiant personally appeared before me, the undersigned Notary Public, and after being duly sworn, stated the following under oath:

"My name is _____.

I am over fourteen years of age and I am of sound mind. I have never been convicted of a crime of moral turpitude and I am fully competent to make this affidavit. I have personal knowledge of every fact stated herein, and every fact stated herein is true and correct.

I am the Trained Party to the foregoing *TRAINING PROGRAM FEE PAYMENT AGREEMENT – Post-Training* ("Agreement"). I have read the Agreement, I fully understand it, and I intend to be bound by each and all of its terms."

FURTHER AFFIANT SAYETH NOT.

EXECUTED ON the _____ day of _____, 20____.

SIGNATURE OF TRAINED PARTY

ADDRESS

CITY STATE ZIP

CELL PHONE

WORK PHONE

Trainee Initials: _____



COLABERRY INC. 745 ATLANTIC AVE, BOSTON MA 02110

EMAIL ADDRESS

SUBSCRIBED AND SWORN TO BEFORE ME ON the _____ day of _____, 201____.

Notary Public of the State of _____

Trainee Initials: _____