

BLOOM GROWTH COACH REVENUE SHARING AGREEMENT

This Bloom Growth Revenue Sharing Agreement (this "Agreement") is made by and between Bloom Growth LLC ("Company"), a Nebraska limited liability company, and the person or entity executing this Agreement as Collaborator ("Collaborator"). Each of Company and Collaborator are sometimes referred to in this Agreement individually as a "Party", and collectively as the "Parties".

1. **Background.** Company is engaged in business as a "software as a service" provider of certain cloud-based, project management software, through its website <http://www.bloomgrowth.com> (the "Bloom Growth Software"). Bloom Growth Software is designed to help productivity. Collaborator provides, among other things, business coaching and/or consulting services. Collaborator is familiar with Bloom Growth Software and desires to recommend to Company potential users of Bloom Growth Software.

2. **Certain Definitions.** (a) "Term" means the period beginning on the Effective Date set forth below (the "Effective Date") and ending as provided in Section 4. (b) "Bloom Growth User" means a user of the Bloom Growth Software referred to Company by Collaborator prior to the end of the Term. Company, in its sole discretion, shall determine if a specific person or entity qualifies as a Bloom Growth User. All such determinations by Company from time to time shall be final. (c) "Bloom Growth Software Revenue" means subscription fees for access to and use of the Bloom Growth Software which are earned after the Effective Date and received by Company from Bloom Growth Users net of any discounts, refunds, sales and other taxes, credit or debit card merchant or similar fees; Bloom Growth Software Revenue does not include any other revenue of Company or its affiliates or any revenue earned by Company prior to the Effective Date. (d) "Bloom Growth Commission" means a percentage of Bloom Growth Software Revenue earned for access to Bloom Growth Software during the Term and received by Company at any time after the Effective Date from Bloom Growth Users ("Commission %"):

If the aggregate number of Bloom Growth Users as of the end of a calendar month during the Term is:	Commission % of Bloom Growth Software Revenue earned during such month from such Bloom Growth Users is:
1 or more	20%

3. **Compensation.** Bloom Growth Commissions are earned as of the last day of each calendar month during the Term and are due and payable calendar quarter-annually not later than the last day of the first calendar month following the calendar quarter during which the related Bloom Growth Software Revenue is received by Company. Not later than the due date for payment of Bloom Growth Commissions, Company shall provide a written report to Collaborator reflecting the amount of Bloom Growth Software Revenue earned and received by Company from Bloom Growth Users during the preceding calendar quarter.

3.1 Company, in its sole discretion, shall from time to time determine the subscription fees or other pricing structure for access to and use of the Bloom Growth Software and such decisions shall be final and binding on Collaborator. Payment of Bloom Growth Commissions is not required until such time as accrued and unpaid amount of Bloom

Growth Commissions due and payable is at least one Hundred Dollars (\$100). Collaborator shall promptly repay to Company, and Company may set off against future Bloom Growth Commissions or other amounts which may be due from Company to Collaborator, any excess amounts paid by Company to Collaborator.

3.2 Bloom Growth Commissions may continue to be earned even if Bloom Growth Users cease to use the services of Collaborator. Notwithstanding anything to the contrary in this Agreement, Company shall have no obligation to accept or maintain any person or entity as a Bloom Growth User.

4. Termination. The Term shall continue until either Party gives notice to the other Party to terminate the Term for convenience or otherwise on not less than ten days' prior notice. The Term may be terminated sooner by the mutual written agreement of the Parties.

5. Notice. Each notice, request, demand, claim, agreement, consent, and other communication between the Parties required or desired to be given pursuant to this Agreement will be effective only if made in writing, and sent by email to the email address provided from time to time by either Party to the other Party, or sent via USPS, UPS or FedEx and addressed to a Party at its street address set forth below, or to such other email or other street address as a Party requests by notice to be used in lieu of such Party's previously specified email or street address for notices.

6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns; provided, however, no rights of Collaborator in this Agreement may be assigned without the prior written consent of Company.

7. Construction. The headings of the various Sections are for reference purposes only and are not intended to limit, construe, or interpret any Section or provision of this Agreement.

8. Independent Contractor. No agency, employment, partnership, or joint venture relationship exists between the Parties, neither Party shall have the authority to act for or bind the other and neither Party shall make any representation that would indicate an apparent agency, employment, partnership, or joint venture relationship. Collaborator shall be responsible for any expenses incurred by Collaborator in connection with the operation of its business and performing its services. Collaborator is not entitled to participate in any of Company's employee benefits programs, whether now in existence or subsequently adopted, or any other programs established by Company to provide benefits to its employees. Collaborator is solely responsible for payment of all estimated federal, state, and local income and self-employment tax on Bloom Growth Commissions. Collaborator will indemnify, defend, and hold harmless Company from and against all costs and expenses (including reasonable attorney's fees), claims, damages, and liabilities arising out of, relating to, or resulting from any breach or default by Collaborator of any applicable law or agreement binding on Collaborator, and any unauthorized acts, misrepresentations, or attempts by Collaborator to obligate Company or to modify or waive the terms of any agreement to which the Company is a party.

9. Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this

Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties in respect of the subject matter contained herein and fully supersedes all prior or contemporaneous written or oral agreements or understanding between them pertaining to the subject matter thereof. The Parties have explicitly not relied on any earlier or outside representations other than those expressly set forth in this Agreement. This Agreement may not be altered, amended, modified, superseded, cancelled, or terminated except by an express written agreement duly executed by the Parties.

12. Counterparts. This Agreement and any amendments to this Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The Parties may sign this Agreement by electronic means or may exchange signed copies by .PDF or facsimile or other electronic means and no Party shall raise the defense that such signed copy is not enforceable solely due to its being signed in electronic format or delivered by electronic means. In making proof of this Agreement, it shall be necessary to produce or account for only one such counterpart signed by or on behalf of each Party.