



**COMMITMENTS REQUIRED
TO BE AN OI GLOBAL PARTNERS FIRM
(North America)**

In recognition of the vision and mission of OI Global Partners Inc. and the overall global development of its brand, each Stockholder and Partner Firm must maintain a commitment to working constructively for the benefit and growth of the organization, its firms, participants and clients. All Partner Firm owners have a responsibility to understand and abide by the expectations and policies described herein. It is also the partners' responsibility to be aware of any decisions and updates made during partner meetings and/or as shared through virtual communication and to keep their employees and consultants apprised as appropriate.

It is incumbent on all Stockholders and Partners to keep their employees informed on all OIGP matters that will affect their ability to explain and market OIGP effectively to clients and participants.

Upon signed acceptance, a Partner Firm may use the OI Global Partners trademarks, service marks and trade name only under the conditions set out in accordance to policy and in the OI Partners Inc. Trademark, Service Mark and Trade Name License Agreement.

DEFINITIONS

OI Global Partners
OIP
OIGP
Alliance

Partner Firm or partner firm
Partner or partner
Preferred Provider or preferred provider

Client
OI Solutions
Participant
Stockholder
Territory or Service Area

Website
Partner Resource Center (PRC)

Refers to

OI Partners d/b/a (brand name of the Alliance)
OI Partners Inc. (legal entity)
OI Global Partners (alliance brand name)
refers to the relationship between OI Partners Inc. and CareerNet International Ltd.
a licensee of OI Partners, Inc. trademarks and trade names
an owner of a Partner Firm
an approved outside firm that delivers referrals received from OI Global Partner Firms
the purchaser of services from a Partner Firm or Preferred Provider
career development technology platform mandatory to partner firms
the user of services of a Partner Firm or Preferred Provider
a Partner Firm that has purchased OI Partners shares of stock
the area for which a Partner Firm is licensed to use OIP services, trademarks, logos and trade names
oipartners.net or oiglobalpartners.com
Password protected site for firm owners and trusted staff;
provides resources, timely updates and link to Referral System

In order for OI Global Partners to compete at the national and global level and to strengthen individual businesses, each Partner Firm will abide by the following criteria:

- Pay all invoices on time according to policy
- Use the online Referral System for Referrals and Reporting
- Provide information and data for the required reports as described in this document
- Become a Stockholder (minimum 2 shares) when offered
- Exercise the appropriate voting rights in a timely manner
- Attend Partner Meetings (1 in-person meeting per calendar year)
- Serve on one Division or Task Force
- Promote OIGP in all Marketing/Sales efforts and with external contacts
- Use OIGP Materials and Technology (Manuals & OI Solutions) according to policy
- Co-Brand as applicable and in accordance with corporate standards
- Be responsive – Act like a partner and give honest and candid input
- Be respectful – Never let a partner down or interfere with the customer relationship of another partner firm
- Be professional - No partner firm, partner, employee, stockholder, or preferred provider shall use confidential or proprietary information of OI Partners, another partner firm, partner, employee, stockholder, or preferred provider for personal advantage.

GUIDELINES AND POLICIES

For the benefit of the partnership, the Board of Directors has the obligation to establish additional policies and guidelines that augment this document. *It is the responsibility of the Partner Firm to be aware and understand these policies.* The policies and guidelines are shared with the partnership during in person partner and virtual meetings, via electronic communication and during open conference calls.

1. FINANCIAL RESPONSIBILITIES

OIGP is supported through two primary revenue streams – assessments and OI Solutions fees. Both are determined by firm level and *are mandatory* of every Partner Firm. Other fees such as those received with new partner applications and referral fees also support OIGP, but to a much lesser degree.

Each Partner Firm's financial responsibilities are to submit payment of all application fees, assessments, OI Solutions fees, material purchases and any other financial obligations as determined and approved by the OIP Board of Directors. Payments are to be received within 30 days of date of invoice.

According to policy, a delinquency of payment of fees will result in suspension and/or termination.

Assessment fees are assigned to a firm based on its level upon acceptance to OIGP as calculated by the Partner Selection Division and based on the workforce population of the service area. At its discretion, the Partner Selection Division may revisit a firm's service area and adjust the firm level as needed. Partners may also request a level review at any time.

OI Solutions fees are determined annually based on the number and level of firms within the partnership. The fees are set in an effort to be as cost effective as possible for Partner Firms while maintaining a financial basis to offset the direct costs associated with the technology.

Referral fees are paid on all services according to policy. Submitting the referral data and associated fees on any business referred by one partner to another or to a Preferred Provider is required and the responsibility of the referring firm.

By Partner Firm vote, the organization may elect to contract for group purchases of products or services. As such, each Partner Firm is obligated for their share of the purchase and is required to submit payment on these purchases or services according to policy.

Any Partner Firm experiencing financial difficulties that result in the inability to pay OI Partner fees should contact the CFO to arrange a payment schedule. All information is kept strictly confidential.

On rare occasion, the Board of Directors may impose a special assessment fee to help offset expenses. The fee will be communicated to the partnership no less than 30 days from its due date.

◆ INVOICES

Monthly assessments, OI Solutions fees and all other fees are invoiced during the last week of each month for the following month. Payment may be made by check, credit card or ACH and is to be received within 30 days of date of invoice.

Payments not received in a timely manner are subject to the policies as set forth by the Board of Directors regarding Payment Delinquency. These policies provide some leniency, but under no circumstances are firms permitted to go beyond three (3) months of non-payment before consequences will apply. These consequences may include penalty fees, suspension of resources and termination.

◆ REFERRALS

Referrals are made to Partner Firms in any city or country where an OI Global Partner Firm has a servicing presence or to a Preferred Provider where no OI Global Partners firm has a presence.. Referral fees are paid on all counseling, assessment and administrative fees billed (including materials onsite and office services) except direct pass through costs such as travel expenses or room rentals.

There are two types of referrals subject to fees:

Outplacement	Split is 75% to servicing	20% to referring	5% to OIP
Coaching, Talent Management and Search	Split is 85% to servicing	12% to referring firm	3% to OIP

The "But for" rule applies when the quantifiable business would not have occurred if the referring firm or individual had not made the connection. Referrals are due to the referring firm for one year from the date of the initial referral as long as the client continues to contact the referring firm. Referrals made from a written contract will be due during the entire length of the contract.

The referring firm records the referral once determined into the OI Partners Referral System (located in the Partner Resource Center). Once a referral has been entered, it is considered open until completed and fees paid by the referring firm. All referrals must be entered into the system. Referral fees are paid on all referrals \$1,200 and above and/or on multiple referrals from the same company that equal or are above \$1200 within a 30 day period. All fees may be paid by credit card or check and are payable within 30 days of receipt of payment by the client. Once a fee is paid, the OI Partners office will close that particular referral in the system.

Referrals that remain open after an extended period of time and with several attempts with the referring firm to bring closure will be withdrawn from the system, but will remain a part of the firm's historical records for consideration during Quality Reviews.

2. PARTICIPATION RESPONSIBILITIES

◆ BOARD, DIVISION, TASK FORCE AND AD-HOC COMMITTEES

Intrinsic value is shared among the partnership by having each Partner Firm owner participate in at least one volunteer capacity. In some instances, the firm's employees are also encouraged and welcomed to participate.

◆ BOARD OF DIRECTORS

OI Partners Inc. is a privately held Delaware corporation governed by a Board of Directors. The Board of Directors is comprised of nine Directors, three of which are subsequently selected to serve as Officers. Board Directors must be a partner firm owner or stockholder and are elected by the partnership annually through a nominations and elections process. At a minimum, the Board officer positions include the Chair, Chief Financial Officer and Corporate Secretary. The officers are responsible for all operational activities of the corporation. Board terms are in three year rotations, with no board member serving more than two terms consecutively. The Board of Directors is representative of all firm levels and may include global partner firm owners.

◆ DIVISION, TASK FORCE AND AD-HOC COMMITTEES

There are a number of ways to support the organization. These opportunities include, but are not limited to:

- Marketing (social media, public relations, branding, newsletter, etc.)
- Finance
- Quality
- Practice Areas/Ad Hoc Committees

◆ PARTNER MEETINGS

Much of the value related to being an OI Global Partner Firm lies in the ability to network, learn from and appreciate the other Partner Firms within the organization. It has been determined the best way to do this is through in-person OI Global Partner meetings. Meetings are held 1-3 times per year in a global location and will often include our Alliance Partner Firms. Best Practices sessions, quality speakers, networking receptions and working sessions highlight the meeting activities. Virtual meetings may also be held throughout the year.

Regardless of the type of meeting, Partner Firm owners are required to attend at least 1 in-person partner meeting per calendar year. Most of the meeting meals are provided, but the travel and lodging arrangements and costs is the partner firm's responsibility. A preferred room rate is negotiated on your behalf at the hosting hotel. Information is provided well in advance and posted to the Partner Resource Center.

Partner Firm owners are expected to educate and train their firm employees on the OI Global Partners identity, values, firm representation, systems and procedures.

◆ REGIONAL MEETINGS

At times, regional meetings are held to further share and strengthen the OI Global Partners network. As these are located within easy travel distance and are generally held as a one day session, attendance at these meetings is strongly encouraged. Any Partner Firm is welcome to organize one with the assistance of the OI Global Partners headquarter office. Although some of the expense associated with the actual meeting may be provided by OI Global Partners, all travel and/or accommodations for participation by the Partner firms is their responsibility.

◆ STOCK AND VOTING RIGHTS

After a minimum of one year as a Partner, the Partner may be eligible to purchase stock. If the Partner meets the Commitment and other requirements, the Board may vote to offer the stock option. If a partner receives the option to make the initial purchase, *they are required to purchase a minimum of 2 shares* (with a maximum of 5 shares if the option allows) within the next 60 days. Additional shares (minimum of 2 per year to a maximum of 20) may be offered if meeting option requirements and purchased annually over the next five years. The purchase price for each share is currently established at \$ 750 and is subject to future change by resolution of the Board. To become a Stockholder Firm, a Partner Firm must agree to be bound by OIP's Stockholders Agreement and deliver stock transfer powers for the purchased shares to facilitate repurchase by OIP under the circumstances noted below under "TO EXIT FROM OI GLOBAL PARTNERS".

Stockholders hold voting rights with the power to approve decisions regarding:

1. the Board of Directors' recommendation for termination of the relationship with any stockholder
2. the acceptance of a new stockholder
3. the approval of any change of control of 51% or more of a Partner Firm that is a Stockholder
4. the approval of a merger, acquisition, dissolution or change in the organization's corporate structure
5. an amendment of the Bylaws, the Stockholders' Agreement or the Trademark, Service Mark and Trade Name License Agreement between the organization and each of its licensees

Voting is done by number of shares and all decisions require a 2/3 majority.

Firm owners who are not stockholders have voting rights to approve decisions regarding:

1. the admission of a new Partner Firm
2. any change of control of a Partner Firm that is not a Stockholder
3. any other change in the policies and procedures governing OI Global Partners activities not reserved to a stockholder's vote

Voting is determined as 1 vote per Partner Firm and all decisions require a 2/3 majority.

3. PARTNER CONDUCT AND RESPONSIBILITY

◆ PEER REVIEW AND REPORTING

The Quality Assurance Committee's primary objective is to assure that within the core services areas (Career Transition and Executive Coaching), OI Partners and its individual member firms reach and maintain the highest industry standards of professionalism, consistency, responsiveness and quality of service delivery in supporting the OI Global Partners brand, the partners, the client and the candidates we serve.

The mission is to:

- To set standards of quality for the organization and monitor the implementation and maintenance of these standards
- To identify quality assurance issues before problems arise and create reporting mechanisms to be able to report to our current and prospective clients a commitment to quality and consistency of service
- To manage the conflict resolution of problems arising from quality issues and the referral process for OI Partners core service areas
- To establish and participate in Peer Review process

Peer Reviews are conducted for each firm every two years by the Quality Assurance Committee. The purpose of the peer review process is twofold: to allow for dialogue and best practice sharing between the reviewing firm and the firm being reviewed and to ensure compliance to the commitments document.

◆ REQUIRED ANNUAL REPORTS

Ownership Certification: Verifies firm legal information including ownership status, OI stock value and any anticipated changes

Partner Demographics Review: Verifies firm demographics and service area

P&L Consolidated Report: The data is requested and submitted to an independent CPA for confidential summary and consolidation. This information provides the organization with financial and employee data often requested through a national or global RFP for services. OIP Directors, officers and other Partner Firms do not have access to any individual Partner Firms' Profit & Loss financial statements.

◆ ETHICAL STANDARDS AND DISPUTE RESOLUTION

A Partner should not make disparaging comments, either verbally or in writing, about another Partner Firm to other partners, Partner Firms or to any third party, except to report a quality problem to the OI Global Partners Board of Directors.

No partner or Partner Firm should communicate any information about OI Global Partners to third parties which may compromise the organization or reduce its image in the marketplace.

A Partner Firm may not hold membership in, ownership of or affiliation with another marketing cooperative, network or any other organization that delivers similar services and in which membership, ownership or affiliation confuses or dilutes the trade or service marks of OI Global Partners.

◆ DISPUTES

All parties involved should use discretion in discussing disputes with other OI Global Partners firms. Problems, complaints, violations or quality issues with another OI Global Partners firm must be addressed immediately with the other party. Each firm has a commitment to open discussion and to come to a resolution. Failure to bring a dispute into the open may result in sanctions up to and including expulsion.

If the issues cannot be completely resolved between the parties expeditiously, the dispute will be brought before the Board of Directors. The Board will assign one of its members to serve to mediate and attempt to reconcile the dispute. The mediator will collect the information from the parties and others, including any financial considerations and will attempt to facilitate a resolution or make a final recommendation for action.

Prior to further action, each party agrees in writing to the applicable conflict resolution process. This agreement will require compliance with final recommendations. Either party not willing to agree to the conflict resolution process and/or not comply with the final recommendation risks sanctions up to and including expulsion.

4. MARKETING RESPONSIBILITIES

OI Global Partners firms are expected to promote OI Global Partners, Inc. in all marketing, branding and sales materials and efforts. As part of this, firms are also expected to use OIGP manuals. Failure to do so damages all other OIGP firms and limits the growth of the OIGP brand. Should a firm not comply, it may experience a limitation on the use of OIGP's resources or a requested resignation.

At the minimum, each firm is to co-brand by:

- Identifying themselves in meetings and through telephone calls as an OI Global Partners Firm
- Representing themselves in keeping with the corporate standards on all business cards, signage, advertising and promotional materials as an OI Global Partners Firm
- Utilizing the OI Global Partners manuals for client and customer work. Manual cover pages can be customized to represent the particular firm and are able to be reproduced independent of the order source. However, in all circumstances, the manuals are copyright protected and exclusive of the cover page are not to be altered in any manner
- Identify themselves on the website in keeping with corporate standards as an OI Global Partners Firm
- Utilize an oiglobalpartners.com email address for all firm employees

Partner Firms are also encouraged to seek to utilize the resident OI Global Partners firm's regional expertise and help one another in their marketing efforts. If an OI Global Partners firm wishes to market within another OI Global Partners Firm's territory or to go beyond their trademark territory, they must notify the other OI Global Partners firm to develop a cooperative marketing strategy and/or the Board of Directors.

◆ OI GLOBAL PARTNERS WEBSITE AND CORPORATE MARKETING

The corporation's website is oiglobalpartners.com. All firms are expected to utilize the corporate website for identification as an OI Global Partners and support the organization's marketing efforts and resources. It is the firm's responsibility to assure the contact information is accurate.

In addition to the website, the organization may offer services to include a newsletter, blog, several social media outlets and public relations resources.

Corporate marketing includes co-branding the firm with OI Global Partners. There are corporate standards that detail acceptable standards to co-brand and include templates for business cards, stationery and signage. The standards are available on the Partner Resource Center.

◆ OI GLOBAL PARTNERS MANUALS

Any servicing firm receiving a referral from an OI Global Partners firm **is required** to use one of these manuals. This is especially important when the referral is from a Partner that has a national pricing agreement with a company. Led by an experienced outside consultant, the manual contents are the result of input from all partner firms as well as editorial work by a team of associated firm employees. The manuals include current, practical and extremely insightful guidance.

The OI Global Partners manuals for use with clients are available for Print-On Demand through our preferred vendor **Office Max**. Information on ordering the manuals is available through the Partner Resource Center.

The OI Global Partners Manuals are:

Beyond the Horizon (Exempt manual)

Pathway to Success (Nonexempt manual)

Service, Senior Officer Program (C-Suite manual)

5. IN AND OUT OF THE ORGANIZATION

Each OI Global Partners Firm is expected to help build the resources and services of the corporation by actively identifying other firms that would both benefit from and be an asset to OIGP. Although the Partner Selection Division will do the actual recruitment, vetting and facilitation of the application process, all partners should be knowledgeable of the process.

◆ TO BECOME A PARTNER FIRM

OI Global Partners Firms are researched, vetted and selected for recommendation to the partnership by the Partner Selection Division. Once the Division has done so, the potential partner is asked to submit an application and associated application fees, which combined with the Partner Selection report and written recommendations are presented to the partnership to vote on for provisional approval. The firm must receive at least 2/3 of the Partner Firms' approval to join the partnership.

Once the provisional approval is made, the new firm receives a welcome letter verifying their firm level and associated fees, the OI Partners Inc. Trademark, Service Mark and Trade Name License Agreement and a copy of the Commitments document. The last two documents require signature and return for final approval and acceptance.

As a new Partner Firm, the firm owner(s) are asked to attend an orientation held at the next partner meeting.

◆ TO ESTABLISH ADDITIONAL OFFICES OR EXPAND A SERVICE TERRITORY

Partner Firms wishing to open new offices should inform the Partner Selection Division and share specific detail as to the level of service and staffing provided at each office before pursuing action in the territory. The Partner Selection Division will assist the firm to determine the service area, the workforce population and the associated level and fees.

Offices opened within the existing firm's Service Area does not require an application or incur additional fees, but must be reported on the Annual Ownership Certification form.

Offices that are outside the existing Service Area require the firm to submit an application identifying the new service area and are subject to additional assessment fees. These fees will be determined by the Service Area workforce population as determined by the Partner Selection Division. Fees will be payable with the first month of operation. Adding additional offices does not incur OI Solutions fees as they are inclusive of the firm's primary account. All policies and the requirements set forth in the original Trademark License apply.

◆ TO FACILITATE A CHANGE IN OWNERSHIP

When an OI Global Partners firm brings in a new principal or owner ("Partner") or plans a major change in control of their firm, the following processes will occur as appropriate.

If the new Partner's percentage of ownership in the Partner Firm is less than 51% of the issued shares or other equity interests, they will be required to:

- Acknowledge and sign a new "Commitments Required" document
- If the new Partner is not currently in the firm, obtain at least 2 references from latest employers and work up reference summary.

If an existing partner in the Partner Firm will own 51% or more of the issued shares or other equity interests, they will be required to:

- Follow all new Partner Application steps as requested
- Acknowledge and sign a new "Commitments Required" document

If a new partner who is unknown to the organization will own 51% or more of the issued shares or other equity interests, they will be required to:

- Follow all new Partner Application steps as required
- Acknowledge and sign a new "Commitments Required" document

◆ TO EXIT FROM OI GLOBAL PARTNERS

Firms exiting the organization have a **mandatory 60 day notice period** in which all fees are due within the period. For firms choosing to exit, a written notice must be provided to the Board Chair and the OI Global Partners office as required prior to their exit identifying their desire to terminate the relationship and the desired effective date. In all circumstances, the resignation can only take effect at the start of a calendar month.

OI Global Partners invests in tools and resources on your behalf. To be fiscally sound, Partners must honor the investment made on their behalf and their financial obligations prior to exiting the organization.

Upon exiting, firms with OI Partners stock will include the OIGP Chief Financial Officer in communications prior to the sale and while conducting the transactions to assure matters concerning OI Partners are conducted in accordance to all legal requirements.

If a firm is selling its equity (the new approved owner owns the same old firm), the OI Partners stock will stay with the entity and no further action is required by the OI Partners legal counsel.

If a Stockholder firm sells its assets, including the OI Partners shares, or if a Stockholder firm desires to withdraw from OIP, OI Partners has the right to purchase the OIP shares. However, in the case of an asset sale, OI Partners does not have to exercise that right and can permit the transfer to occur. If the transfer is permitted, the OIP shares will be reissued in the new owner's name once the sale is closed and the new Partner Firm has complied with all requirements to become a new Stockholder.

If the Stockholder firm that is withdrawing or to be sold has an outstanding balance due, including the mandatory fees described above, OI Partners may offset that balance against the repurchase price for the OIP shares, and the withdrawing firm will be responsible for any excess balance due.

Should OI Partners wish to repurchase the shares, it may elect to pay for the shares over an extended period of time in keeping with the Stockholders Agreement.

Prior to the final exit date, the firm is obligated to:

- Pay any outstanding fees
- Cease use of any OI Global Partners or OI Partners identification, trademarks or logos
- Cease use of any OI Global Partners or OI Partners marketing materials, newsletters and manuals
- Arrange for the forwarding of email from the oiglobalpartners.com email address, which will remain in effect for 30 days after resignation
- Should a firm own OI Partners stock, OI Global Partners reserves the right to manage the transfer and/or sale of that stock in accordance with the Stockholders Agreement and dependent on available funds

Once the resignation has been accepted, the OI Global Partners office will:

- Invoice the exiting firm of any outstanding fees and/or notify the attorney if stock is involved
- Notify the website host to terminate the firm's identity from the organization's corporate website
- Terminate OI Solutions as agreed. OI Solutions may be terminated or the firm may have the ability to arrange for its use on a limited basis
- Terminate email addresses as appropriate
- Arrange for notification to the other OI Global Partners Firms of the firm's departure
- Update any associated vendors of firm's departure

The undersigned, desiring to become a Partner Firm of OI Global Partners hereby accepts and agrees to the commitments set forth in the foregoing and agrees to be bound by and subject to the Bylaws of OI Partners, Inc. and the Rules and Regulations adopted from time to time by the Board of Directors of OI Partners, Inc.

Name of Partner Firm

Partner Firm Owner

Title

Date

Accepted by **OI Global Partners**

Board Chair

Date