A Professional Ethics Agreement Between the Accredited Genealogist® Professional and The International Commission for the Accreditation of Professional Genealogists, internationally recognized as ICAPGen℠

This AGREEMENT (the "Agreement) is hereby entered into as of this _____ day of _____, 20___ (the "Effective Date") by and between _____ (the "Accredited Genealogist") having a primary place of business at _____ _____, and the International commission for the Accreditation of Professional genealogists DBA ICAPGen, a Utah non-profit corporation whose address is P.O. Box 4464; Salt Lake City, Utah 8411-4464 ("ICAPGen"). The researcher holding the Accredited Genealogist® credential may be referred to collectively herein as the "Parties" or individually as a "Party".

1. Acknowledgement of ICAPGen Rights

You hereby understand, acknowledge, and agree that: (i) except as may be provided otherwise herein, ICAPGen owns and retains all rights, title, and interest in and to the marks ICAPGen, AG, Accredited Genealogist, and other marks as may be identified by ICAPGen to You from time to time (jointly and severally, the "Marks"), wherein such rights, title, and interest includes, but are not limited to, the rights provided by trademark and trade dress laws, both domestic and international; (ii) You do not, by virtue of Your use of the Marks, thereby acquire any ownership, rights, title, or interest, of any kind in or to the Marks; and (iii) the terms and conditions governing Your use of the Marks are determined in the sole and exclusive discretion of ICAPGen, as such terms and conditions may be modified from time to time by ICAPGen. You further agree not to challenge, either during the term of this Agreement or at any other time, the rights of ICAPGen in and to the Marks.

2. License

In consideration of Your satisfaction of the accreditation standards promulgated by ICAPGen, and in consideration of the fee paid by You to ICAPGen, the receipt and sufficiency of which are hereby acknowledged, ICAPGen hereby grants You a non-exclusive, revocable license to use the Marks in the conduct of genealogy and history research services offered and/or performed by You, subject to the terms and conditions of this Agreement.

a. Scope

The license granted to You hereunder is limited solely to use of the Marks in connection with genealogy and history research services offered and/or performed by You on behalf of one or more third Parties, and You shall neither cause nor permit any usage of the Marks in connection with any other services, or any goods.

b. Form and Manner of Usage

You shall use the Marks only as specified by the ICAPGen Certification Mark UsageGuide ("Mark Usage Guide"), as such may be amended from time to time in the sole and exclusive discretion of ICAPGen. The Mark Usage Guide is incorporated herein in its entirety by this reference. In the event of a conflict between the Mark Usage Guide and this Agreement, the terms of the Mark Usage Guide shall control.

c. Maintenance

The grant of the license to You hereunder is expressly conditioned upon Your substantial and continuing compliance with all of the material terms of this Agreement, and it is solely Your responsibility to establish and maintain such compliance, to the satisfaction of ICAPGen. In the event that ICAPGen determines at any time, in its sole and exclusive discretion, that You are not in substantial and continuing compliance with all of the material terms of this Agreement, ICAPGen may take whatever actions it may deem necessary or desirable under the circumstances. As provided elsewhere in this Agreement, such actions may include, but are not limited to, revocation of the license granted to You hereunder.

d. Revocation

If the Accredited Genealogist credential issued to You by ICAPGen expires, lapses, is revoked, or otherwise ceases to be in force for any reason, and/or if You otherwise fail to establish and maintain substantial and continuing compliance with all of the material terms of this Agreement, ICAPGen may, in its sole and exclusive discretion, suspend and/or revoke the license granted to You hereunder. ICAPGen may give You notice prior to any such suspension or revocation, but is not required to do so. However, ICAPGen shall, in any event, give You written notice of such suspension or revocation no later than thirty (30) calendar days after such suspension or revocation has taken effect.

You hereby understand, acknowledge, and agree that in the event that You cause or permit continued use of the Marks, in any fashion, after any suspension or revocation of the license granted to You hereunder, You will be liable to ICAPGen for, among other things, trademark infringement under the United States Trademark Laws, 15 U.S.C. ' 1051 et. seq.

3. Notices

a. Infringement of the Marks

In the event that You become aware of any actual, or potential, use of the Marks by an unauthorized party, or any misuse of the Marks by any party, You shall notify ICAPGen immediately.

b. Revocation/suspension of Accredited Genealogist credential

In the event that Your Accredited Genealogist credential is suspended and/or revoked by ICAPGen for any reason, You shall notify all of Your then-current clients of such suspension and/or revocation within fifteen (15) business days from the time You have received notice of such suspension and/or revocation from ICAPGen. Additionally, You shall demonstrate, to the satisfaction of ICAPGen, that you have provided such notice. In the event that You fail to provide such notice, ICAPGen may provide such notice, in its sole and exclusive discretion.

c. Manner of notice

Unless otherwise provided herein, all notices under this Agreement shall be sent by either Registered, Certified, or Regular First Class Mail, postage prepaid, or by personal delivery, or by Federal Express or a similar courier or overnight service. Any such notice shall be deemed received four (4) business days after the date it is sent unless the sender receives confirmation of its earlier delivery. All notices shall be addressed to the Parties at their respective addressed first set forth above or to such other addresses as either Party may designate in writing to the other.

4. Your Business Conduct

a. General

You hereby agree to generally conduct Yourself in a professional and respectful manner at all times. You further hereby agree that You will not: (i) cause or permit any action that could harm ICAPGen, ICAPGen members, the reputation of ICAPGen, the goodwill associated with the Marks and/or with ICAPGen, or the business or other interests of ICAPGen; (ii) engage in any illegal, deceptive, misleading or unethical practices; or, (iii) advertise or otherwise represent Your services or Your accreditation status in a misleading or deceptive manner.

b. Professional standards

You hereby agree to: (i) reply promptly to all communications received, from whatever source, which concern your work and/or conduct as an Accredited Genealogist; (ii) clearly and completely inform your patrons of matters concerning services You have offered and/or provided concerning genealogy and history research, where such matters include, but are not limited to, fees charged, deposits required, use of others in the discharge of Your work, methods of reporting Your progress and findings to clients, specific areas of Your accreditation (including, at least, Your status as an Accredited Genealogist, and the particular area(s) to which Your accreditation as such pertains); (iii) make regular written reports to Your clients, wherein such reports shall include, among other things, research steps taken, results found (or reason for step if results are negative), basis for accepting any pedigree connections, reasons for delay if six months have elapsed since the last report or initial deposit (as well as expected date of resumption of research efforts), and recommendations for future research efforts; (iv) establish and maintain an adequate accounting system to fully protect and segregate any funds deposited by any client until You have performed services corresponding to the amount on deposit; and, (v) completely adhere at all times to all of the provisions of the "Board for Certification of Genealogists Code of Ethics" as set forth in Appendix B on pages 608 and 609 of *Professional Genealogy* edited by Elizabeth Shown Mills (Baltimore: Genealogical Publishing Company, Inc., 2001), and incorporated herein in its entirety by this reference.

5. Indemnification

You shall indemnify and hold ICAPGen, its agents, attorneys, employees, contractors, successors, heirs and assigns, harmless from and against any and all claims, suits, causes of action, losses, damages, (whether direct, indirect or consequential), liabilities, costs, charges, and expenses, including attorneys' fees, arising from, or otherwise related to: (i) Your exercise of any of Your rights and/or obligations under the terms of this Agreement; (ii) any actions performed, or neglected to be performed, by any third Parties under Your direction and/or control; and (iii) any breach of this Agreement by You.

6. ICAPGen Right of Inquiry/Inspection

You hereby understand, acknowledge, and agree that: (i) it is important for ICAPGen to maintain its rights in and to the Marks, including the right to grant a license to You to use the Marks for limited purposes and, accordingly, ICAPGen must exercise control over Your use of the Marks; and, (ii) ICAPGen may, in its sole and exclusive discretion, take any and all reasonable measures to ensure that Your use of the Marks complies with the requirements of this Agreement, and any other requirements as ICAPGen may identify to You from time to time.

You further understand, acknowledge, and agree that such measures taken by ICAPGen concerning Your use of the marks, and to which You hereby consent, may include, but are not limited to, (i) inspecting and reviewing any and all materials that You have produced or caused to be produced that bear one or more of the Marks, regardless of whether such materials are in electronic, hardcopy, or other form; and (ii) taking any other reasonable action(s) that may be necessary to ensure proper use of the Marks in connection with the genealogy and history research services offered and/or provided by You. You also hereby agree to cooperate fully with ICAPGen in its implementation of any such measures and in the implementation of any corrective measures that ICAPGen may require of You.

7. Confidentiality

ICAPGen may, from time to time, provide You with confidential information (as such may be designated in the sole and exclusive discretion of ICAPGen) concerning, among other things, certification tests, standards and related processes, the Marks, and the business operations, processes and business strategies of ICAPGen. You hereby agree that any such material provided to You, or otherwise made accessible to You, by ICAPGen is the sole and exclusive property of ICAPGen and You shall not reveal, disclose or otherwise make such material available, in any form, to any third party without the express written consent of ICAPGen, which consent must be obtained from ICAPGen prior to any disclosure. You also agree that you shall not cause or permit the use of such confidential materials in any way that may be harmful to the business or other interests of ICAPGen. You shall return any such materials provided to You by ICAPGen, as well as any and all copies of such materials within your possession, custody or control: (i) immediately upon request by ICAPGen; or (ii) upon notification from ICAPGen that Your certification and/or license hereunder has been suspended and/or revoked.

8. Breach

Notwithstanding anything to the contrary herein, if ICAPGen determines in its sole and exclusive discretion that You have breached any material condition of this Agreement, ICAPGen may, in its sole and exclusive discretion, immediately suspend and/or revoke: (i) the license granted to You hereunder; and/or (ii) Your Accredited Genealogist credential.

9. **Term and Termination**

This Agreement is effective until terminated. ICAPGen may terminate this Agreement in the event that You breach any material condition of this Agreement, as provided herein. You may terminate this Agreement at any time, upon reasonable notice to ICAPGen. You understand,

acknowledge and agree that upon any termination of this Agreement, by You or by ICAPGen, Your rights under this Agreement shall immediately terminate, and Your credential as an Accredited Genealogist shall immediately be revoked and rendered null and void.

Your indemnification and confidentiality obligations hereunder shall survive any termination of this Agreement.

10. Assignment

You may not assign this Agreement in whole or in part, and any assignment You may make shall be void. ICAPGen may assign this Agreement without Your consent where substantially all of the ICAPGen assets are acquired through merger, acquisition or other business combination. If assigned, this Agreement shall be binding upon and shall inure to the benefit of the heirs and personal representatives and/or the successors and assigns of ICAPGen.

11. Remedies

Your remedies in the event of a suspension and/or revocation of the license granted to You hereunder, and/or Your Accredited Genealogist credential, are limited solely to those remedies provided by the ICAPGen Policy and Guidelines for Administrative and Disciplinary Actions (as may be updated from time to time by ICAPGen), incorporated herein in its entirety by this reference. In the event of a conflict between the ICAPGen Policy and Guidelines for Administrative and Disciplinary Actions and this Agreement, the terms of the ICAPGen Policy and Guidelines for Administrative and Disciplinary Actions shall control.

12. Miscellaneous Provisions

Notwithstanding anything to the contrary herein, all of the terms and conditions of this Agreement shall be binding on the agents, servants, employees, officers, directors, attorneys, heirs, successors and assigns of the Parties hereto, and all persons in active concert or participation with one or more of them. The terms of this Agreement are severable. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall in no way be affected. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by either Party. Each Party has relied upon its own examination of the full Agreement and the provisions thereof, and the warranties, representations, and covenants expressly contained in the Agreement itself. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and cancels all previous communications, agreements, understandings, representations, expressions of intent, either written or oral, with respect to the subject matter hereof. No agreement changing, modifying, amending or terminating this Agreement shall be enforceable unless it is made in a writing dated and executed by the Party against whom enforcement is sought. In the event any proceeding is brought to enforce this Agreement, the prevailing Party shall be entitled to recover its attorney' fees, court costs and other expenses incurred in enforcement. This Agreement may be executed in counterparts, and the resulting agreement shall be deemed to have been jointly executed by all Parties hereto. This Agreement is made under, and shall be governed by, the laws of the State of Utah, notwithstanding the choice of law provisions of such state. The courts of Utah shall have exclusive jurisdiction to determine all claims, disputes, actions, or suits which

Agreement may be executed in counterparts, and the resulting agreement shall be deemed to have been jointly executed by all Parties hereto. This Agreement is made under, and shall be governed by, the laws of the State of Utah, notwithstanding the choice of law provisions of such state. The courts of Utah shall have exclusive jurisdiction to determine all claims, disputes, actions, or suits which may arise hereunder and the Parties hereby expressly consent to such exclusive jurisdiction and venue before the proper authority in Salt Lake City, Utah.

IN WITNESS WHEREOF, the Parties have signed this Agreement by their duly authorized officers or representatives as of the Effective Date set forth above.

ACCREDITED GENEALOGIST

_____

Signed

_____

Printed Name

_____

Address

_____

City/State/Zip Code

_____

E-mail Address

Dated: _____

THE INTERNATIONAL COMMISSION FOR THE ACCREDITATION OF PROFESSIONAL GENEALOGISTS

Lisa Stokes

President, ICAPGen

Dated: _____