



SP Annotated Network, Ltd., an Ohio limited liability company, having its principal place of business at 7466 Auburn Road, Suite A, Concord, Ohio 44077 ("Licensor"), has developed certain intellectual property in the form of a book, software, materials, website, electronic storage tools, procedures, documents, trademarks and copyrights, which together encompass "The Same Page® System", hereafter collectively called "SYSTEM".

The book, software, materials, website, electronic storage tools, procedures and documents constituting the SYSTEM were developed by Licensor at considerable cost and are not in the public domain and were developed to be made available for the use of registered financial representatives and others.

Licensor has developed the materials comprising the SYSTEM to assist financial advisors in general, including registered representatives, in the sale of financial products to customers. The SYSTEM and its components are to be used only by advisors or representatives who have signed or are bound by this Agreement. The SYSTEM and its components are protected by various federal and state trademark, unfair competition, and copyright laws, and is the subject of an issued trademark, U.S. Trademark Serial No. 78/624793, and a pending U.S. Copyright registration.

\_\_\_\_\_ ("Licensee"), having its principal place of business at \_\_\_\_\_, desires to obtain a non-exclusive license to use the SYSTEM to assist it in providing financial advisory services to its clients. LICENSEE agrees that any fees charged to its clients for using the SYSTEM in excess of the cost of materials provided by Licensor will be invoiced through its broker dealer or RIA firm as investment advisory fees. LICENSEE agrees to the terms of this Agreement and will use the SYSTEM solely in accordance with the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Licensor and Licensee, the parties agree as follows:

1. Licensor hereby grants to Licensee a non-exclusive, non-transferable right and license to use, promote, and distribute the SYSTEM and derivatives of the SYSTEM subject to the limitations set forth in this Agreement.
2. Licensee shall pay to Licensor an initial license fee in the amount of Nine Hundred Ninety Five dollars (\$995.00), entitling Licensee to use the SYSTEM on up to three (3) computers within Licensee's office or firm, upon execution of this Agreement. Thereafter, Licensee shall pay Licensor an annual license renewal fee of five hundred dollars (\$500.00), each year on the anniversary of this Agreement, in order to continue using the SYSTEM.
3. In exchange for the initial license fee, Licensee shall receive from Licensor the following items comprising the SYSTEM, for use according to the terms of this Agreement:

#### Starter Kit

- a. Unlimited number of clients on the SYSTEM.
- b. Five (5) Same Page® leather folios.
- c. One CD containing the software necessary for creating the pages of the book, all checklists, contact lists worksheets and forms in the SYSTEM, as well as a full explanation of and instructions for use of the SYSTEM with clients.
- d. Ten (10) Data Keys™ for use in conjunction with the SYSTEM.
- e. Access to Licensor's website and toll free telephone number, for technical assistance and training conference calls.
- f. Three (3) producer licenses.

Licensee also agrees to purchase additional copies of The Same Page® leatherette folio, and additional Data Keys™, for the use of and sale to its clients, only from Licensor, at Licensor's then current price for such materials. Licensee shall be entitled to reproduce as many copies of the book, checklists, contact lists, worksheets and forms contained on the CD as may be necessary to provide its clients with the materials to effectively use the SYSTEM.

Licensee agrees to exercise a high degree of integrity and professionalism in conducting business using the SYSTEM, to protect the intellectual property of Licensor. Any fees charged to the client in excess of the cost of the materials from Licensor shall be billed through Licensee's broker dealer or Licensee's RIA. Any use of the SYSTEM or its components outside the scope of this Agreement will result in immediate forfeiture of this limited license.

4. Licensee may not prepare, manufacture, copy, use, promote, distribute, or sell a derivative work of the SYSTEM, other than as provided in this Agreement. Any other copying or use without the express approval of Licensor shall be a violation of this Agreement. Approval must be express and in writing, and failure to respond shall not be deemed approval. Prior to the commencement of manufacturing, copying, using, promoting, distributing, or selling a derivative of the SYSTEM, Licensee shall submit to Licensor one (1) sample of the derivative of SYSTEM for approval. Licensor may withhold such approval for any reason.
5. Licensee agrees to assign all right, title, and interest in the copyright and/or trademark of any derivative of the SYSTEM, and all extensions and renewals thereof, to Licensor, and agrees to provide all assistance reasonably requested by Licensor in the establishment, preservation, and enforcement of its copyright and/or trademark in such derivative work. Such assistance is to be provided at Licensor's expense but without any additional compensation to Licensee. Licensee agrees to waive all rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction, or limitation on use or subsequent modifications.
6. Licensee agrees that copying of or dissemination of the materials contained in the SYSTEM, other than those identified specifically as promotional materials, or as permitted under the terms of this Agreement, will be a violation of this Agreement. Damages are not susceptible of calculation; consequently, Licensee shall pay Licensor the amount of \$10,000 per violation.

7. All rights in the SYSTEM not specifically granted to Licensee are reserved by the Licensor. All such reserved rights may be exercised by the Licensor.
8. The term of this Agreement shall be effective and binding on Licensor and Licensee upon written acceptance by Licensor and payment of the initial license fee. The initial term of this Agreement shall be one (1) year. This license shall automatically be renewed each year thereafter, upon payment of the renewal fee by Licensee to Licensor. If the renewal fee is not paid, this license shall terminate. The restrictions contained herein shall extend for five (5) years after the end of the last term hereof.
9. Licensee agrees to print or otherwise mark the following copyright notice directly on each copy of all materials comprising the SYSTEM or any derivative of SYSTEM used by or distributed to its clients: "©2007 SP Annotated Network, Ltd. All rights reserved."
10. Any of the following shall constitute an "Event of Default" under this Agreement: (i) any representation or warranty made in this Agreement by a party shall be or become false or misleading in any material respect; or (ii) Licensee defaults in any material respect in the performance of any of its obligations, which default remains uncured after a period of thirty (30) days after Licensee receives written notice of such default, identifying the same as a default under this Agreement. If an Event of Default occurs, either party may elect to terminate this Agreement upon thirty (30) day's prior written notice. If, however, the default is cured within thirty (30) days, this Agreement shall not terminate. Upon default, all materials covered by this Agreement shall be returned to Licensor.
11. Licensor warrants that it is the exclusive owner of the trademarks and copyrights so conveyed and is authorized to license the trademarks and copyrights in the SYSTEM.
12. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors, and assigns.
13. Nothing contained herein shall be construed as a joint venture or shall make one party the agent of any other party.
14. No waiver by either party of any of the terms or conditions of this Agreement in any instance shall be deemed or construed to be a waiver of such terms or conditions for the future or of may subsequent breach thereof. Nor shall any waiver or any default under this Agreement be construed as a waiver of any other default.
15. If a court of competent jurisdiction hereof holds any term, clause, or provision of this Agreement to be invalid or unenforceable, such invalidity shall not affect the validity or operation of any other term, clause, or provision of this Agreement; and such invalid term, clause, or provision shall be deemed to be severed from the Agreement.
16. This Agreement constitutes the entire Agreement between the parties, and may not be modified or amended by a written instrument executed by each of the parties. This Agreement shall be construed in accordance with the laws of the State of Ohio, which

hereunder shall govern disputes. The parties hereto consent to the jurisdiction of the courts of competent jurisdiction, federal or state, situated in the State of Ohio for the bringing of any and all actions hereunder.

IN WITNESS WHEREOF, LICENSOR and LICENSEE have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 200\_.

SP ANNOTATED NETWORK, LTD. (LICENSOR)

LICENSEE

By: \_\_\_\_\_  
Jonathan D. Herbruck, President

By: \_\_\_\_\_

\_\_\_\_\_  
*Please Print*