

Financial Wisdom Library of Content Subscription Agreement

This agreement is entered into _____, between Financial Wisdom Marketing Services, Inc. ("FWMSI") and _____ ("Customer").

FWMSI has created a publication, titled Financial Wisdom Library of Content (FWLOC), with information and articles related to managing financial issues and other financial educational material. Customer wishes to use the content of FWLOC. FWMSI will provide Customer the files of the FWLOC (FWLOC files) on the following terms and conditions.

1. License

- (a) FWMSI grants to Customer a non-exclusive, nontransferable right for use of the FWLOC files furnished under this contract. The Customer may modify and use the content of the files without restriction.
- (b) Any rights not granted herein are retained by FWMSI. The FWLOC files contain copyrighted material, trademarks and other proprietary information. This contract permits the Customer to copy, modify, redistribute and publish any of such content or material.
- (c) FWMSI uses reasonable care in creating and maintaining the information contained in the FWLOC files.

2. Compensation and Term

- (a) Customer shall pay FWMSI a fee of \$5000 per year as compensation for the right to use the FWLOC files under this agreement.
- (b) FWMSI shall provide the initial FWLOC files and three updated sets of files per year under this agreement.
- (c) This agreement shall continue until terminated by either party on ten days written notice to the other party. Upon termination of this Agreement, Customer shall immediately cease the use of the files and their content.

3. Disclaimers and Indemnification

- (a) Except as specifically provided in this agreement, FWMSI MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES. Without limitation, except as specifically provided in this agreement, FWMSI makes no representations or warranties as to the accuracy, reliability or content of any information provided as part of the FWLOC Files. In no event shall FWMSI be liable for loss of business or profits, or for any indirect, incidental or consequential damages arising, even if FWMSI was previously advised of the possibility of such damages.
- (b) Customer will defend, indemnify and hold FWMSI harmless from and against any and all liabilities, losses, damages and expenses related to the Customer's operations or business, its web site, or its use of the FWLOC Files.
- (c) FWMSI will defend, indemnify and hold Customer harmless from and against any and all liabilities, losses, damages and expenses arising out of or related to any claim that the FWLOC Files infringe any copyright or trademark of any third party.

4. General

- (a) This Agreement may not be assigned by Customer without the written consent of FWMSI.
- (b) The Agreement shall be governed by the substantive laws of the State of Illinois.
- (c) Neither party shall have any right, power or authority to act or to create any obligation, express or implied on behalf of the other.
- (d) This constitutes the complete and entire agreement relating to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Financial Wisdom Marketing Services, Inc.:

Customer: _____

By: _____

By: _____

Title: _____

Title: _____