

# **INTELLECTUAL PROPERTY LICENSE FOR PROFIT ADVISORS™ COPYRIGHTED CONSULTING MATERIALS AND LICENSEE SUPPORT PROGRAM**

This document will confirm the agreement between Instant Income Worldwide LLC (hereinafter "IIW") and you, an individual, identified on page 11 of this Agreement (hereinafter "Licensee" or "you"), with respect to certain licensed copyrighted materials, training events and recordings, support services and/or trademarks, described in detail in this Agreement and which are the property of Instant Income Worldwide LLC. The effective date of this Agreement shall be the later of (a) the delivery by Licensee to IIW of an original signed copy of this Agreement, or (b) the receipt by IIW, in good funds, of the initial Licensing Fee from Licensee (the "Effective Date").

## **YOU ARE BEING GRANTED A LIMITED LICENSE TO USE A VARIETY OF CONSULTING MATERIALS AND PROMOTIONAL TOOLS**

**1. LICENSE TO USE THE CONSULTING MODULES:** Subject to the terms and conditions of this Agreement, IIW hereby grants to Licensee a non-exclusive license to use, perform and display certain approved content for the purposes of conducting live consultation meetings (the "Consulting Modules" as described in Addendum A attached). IIW shall have absolute control with respect to the nature, scope and text of all Consulting Modules, and under no circumstances shall Licensee have the right to alter, modify, edit, change, reproduce or publish such Consulting Modules without the prior written approval of IIW.

**2. LICENSE TO USE THE PROMOTIONAL MATERIALS:** Subject to the terms and conditions of this Agreement, IIW hereby grants to Licensee a non-exclusive, limited license to use, reproduce, publish, perform and display certain approved content for the purposes of promoting Licensee as a business consultant (the "Licensee Promotional Content" as described in Addendum A).

**3. LICENSE TO PARTICIPATE IN TRAINING EVENTS; RECORDING RELEASE:** Subject to the terms and conditions of this Agreement, IIW hereby grants to Licensee a non-exclusive license to participate in certain approved training events, such as teleseminars, telephone calls or other communications, both verbal and written, for the purposes of improving Licensee's consulting capabilities (the "Training Events" as described in Addendum A). IIW shall have absolute control with respect to the nature, scope and text of all Training Events, and under no circumstances shall Licensee have the right to alter, modify, edit, change, reproduce or publish such Training Events without the prior written approval of IIW. You agree to have IIW and its designee(s) record and use your participation in any or all of the Training Events. You consent to IIW's use of your name, city of residence, professional designation or occupation, appearance, image, statements and participation, in whole or in part, in these recordings or other derivative materials based on them, in any format now known or devised in future, in any geographic location, and you understand that IIW and its designee(s) intend to use them for educational and commercial applications. IIW and its designee(s) or its representatives do not have any obligation whatsoever to use all or any part of your participation, and may edit any audio or visual recording of your participation at their discretion. You agree that IIW and/or its designee(s) shall own all rights, title and interest, including copyright, in and to the originals and all copies of such audio, visual, or written recording(s), with full media and worldwide rights. IIW and its designee(s) shall have the right to reproduce, distribute, prepare derivative works based on, publicly perform and display, advertise, and publicize your participation in the recordings and in all copies without compensation to you. You understand and agree that final video and/or audio recordings prepared from the Training Events will be made available to you during the Term of this Agreement.

**4. SERVICES TO BE PROVIDED CONCURRENT WITH THIS LICENSE AGREEMENT.** During the Term of this Agreement, and subject to the terms and conditions of this Agreement, IIW will deliver to Licensee services (the “Services” described in Addendum A).

**5. INTELLECTUAL PROPERTY THAT IS NOT INCLUDED IN THIS AGREEMENT.** During the Term of this Agreement and particularly following termination of this Agreement, Licensee shall not use, reproduce, publish, perform and display in any manner the tradename, trademark, service mark and word combinations “Profit Advisors” and “Profit Advisor” (the “IIW Marks”) except where it appears in titles on the Consulting Modules and other materials provided by IIW for use by Licensee. Notwithstanding the foregoing, Licensee further agrees that: (i) it shall not use the IIW Marks in a manner likely to diminish such IIW Marks’ commercial value; (ii) it shall not knowingly permit any third party to use the IIW Marks unless such third party is authorized to do so in writing by IIW; (iii) it shall not knowingly use or permit the use of any mark, name or image likely to cause confusion with the IIW Marks; and (iv) all goodwill associated with the use of the IIW Marks shall inure to the party that owns such IIW Marks. Licensee shall not use, reproduce, publish, perform, advertise and display in any manner the name, trademark, images and word combinations “Instant Income” or “Janet Switzer.” Licensee warrants and represents that it will not use the IIW Marks and the word combinations “Instant Income” and “Janet Switzer,” or the Licensed Content, as specifically described herein, or any elements thereof, for an endorsement of any product, person or service or in connection with tie-ins or premiums endorsing any products or services.

**6. IIW RETAINS OWNERSHIP OF ALL CONTENT AND MATERIALS.** IIW shall retain all right, title and interest in and to all of its copyrighted materials, recordings, support services and trademarks, the Consulting Modules, the Licensee Promotional Content, and the Training Events (collectively the “Licensed Content”).

### **FOLLOWING ARE YOUR PRIVILEGES AND OBLIGATIONS AS A LICENSEE**

Effective as of the Effective Date, and subject to the license grants set forth above, you the Licensee agree that:

**7. YOU DECIDE HOW YOU’LL PROMOTE YOUR CONSULTING WORK AND HOW TO OPERATE YOUR BUSINESS.**

In a manner within Licensee’s sole discretion, Licensee will promote its consulting services and its delivery of the Consulting Modules to businesses or individuals seeking to operate a business. Licensee shall be responsible for all costs associated with promoting and delivering its services, and all costs associated with operating its business, including but not limited to compliance, taxes, if any, development, delivery, marketing and operation. Licensee shall be responsible for responding timely to any customer inquiries or complaints regarding delivery of the Consulting Modules.

**8. UNFAIR BUSINESS PRACTICES ARE NOT ALLOWED.** Licensee shall distribute the Licensed Content in accordance with the provisions and the intent of this Agreement, and shall not engage in unfair or anti-competitive business practices. The Licensed Content shall be distributed in accordance with all applicable international, national, federal, state and local laws, treaties and governmental orders and regulations. As it relates to the Licensed Content, Licensee will use reasonable efforts to avoid (a) distribution through or to; and (b) consulting with, any third parties whose business methods are known by Licensee to be illegal.

**9. COMBINING LICENSED CONTENT WITH OUTSIDE CONTENT IS NOT ALLOWED.** Licensee shall not co-mingle or combine Licensed Content, or any portion thereof, with content owned by Licensee or with content sourced from other parties. However, Licensee may use Licensed Content in addition to other systems, materials, content, scripts, web copy, exercises, planning tools, PowerPoint slides, etc. so long as Licensed Content stands alone as delivered to Licensee without other content added to it or any of its content subtracted or altered. Licensee shall not redesign, repurpose or rewrite any of the Licensed Content. Licensee shall not embed its own weblinks into digitally-delivered content or redirect the weblinks previously

embedded by IIW. Further, Licensee shall not represent the Licensed Content as having been authored by Licensee, except as expressly permitted in writing (for instance, in the case of a book manuscript provided as a marketing tool for imprinting with Licensee's name as author).

**10. YOU CANNOT SUB-LICENSE OR TRANSFER THE MATERIALS.** Licensee shall not sub-license the Licensed Content or Services. Licensee shall not transfer use of the Licensed Content or Services to others including to other consultants, except as permitted in Addendum A (such as providing the Consulting Modules in a consultative setting for use by contracted clients who are paying for Licensee's consulting services).

**11. ONLY ONE CONSULTANT PER LICENSE.** All consultants using the Licensed Content and Services must sign a Licensing Agreement with IIW as an individual. For avoidance of doubt, a multiple-consultant office or firm may not allow use of the Licensed Content and Services by multiple consultants. Each consultant must contract separately with IIW for use of the Licensed Content and Services and must pay all licensing fees in force by IIW at the time of signing the License.

**12. MATERIALS CANNOT BE USED AS SAMPLES, BONUSES OR GIFTS.** Licensee shall use each component of the Licensed Content only for that component's designated purpose as described in Addendum A (i.e., marketing and advertising content to be used to promote consultant's services, Consulting Modules to be used during client meetings, and so on). Licensee shall not distribute Licensed Content as bonuses, samples, gifts or digital products sold separately, without first securing prior written approval of IIW, except as provided in Addendum A.

**13. DURING TRAINING EVENTS, YOUR INTELLECTUAL PROPERTY AND IDEAS MAY BE EXPOSED TO OTHERS:** You understand that, as part of your participation in Training Events, IIW and its designee(s), Janet Switzer, account executives and others may review your business activities, ideas, consulting work, recommendations to clients, and other intellectual property for the sole purposes of advising you or to direct you to third parties that may wish to further review such information. You acknowledge that IIW, its designee(s), Janet Switzer, third parties and their related compan(ies) have other clients, many of whom may have intellectual property and ideas similar to yours, now or in the future. You also understand that your material, expertise, methods, proprietary business strategies, ideas and other concepts may be shared freely with others during Training Events and on any recordings of such events. You expressly and irrevocably hold all parties harmless from any and all remedies, express or implied, from any perceived or actual plagiarism, incorporation or any other use of your ideas that may occur, either during the Term of this Agreement or afterward. You understand that IIW or Janet Switzer has not offered or implied any agreement to refuse participation in any educational program, client relationship or License to any competitor of yours or your clients', nor to refrain from taking on as a client any competitor of yours or your clients'. You understand that IIW reserves the right to refuse a License to any person for any reason.

**14. NO PROMISES ARE BEING MADE THAT YOU WILL EARN MONEY OR ACHIEVE SUCCESS:** You understand and agree that Janet Switzer, IIW, their shareholders, members, directors, employees, officers, agents contractors, designee(s) and assign(s) do not warrant any particular level of success from your use of the Licensed Content or Services. You expressly acknowledge that no promises have been made to you, either express or implied, verbal or written, regarding any income you might earn or any licensing fees you might earn back, including your original commitment fee, due to your use of the Licensed Content or Services.

**15. NO ONE IS LIABLE FOR DAMAGES INCURRED FROM YOUR USE OF THE LICENSED CONTENT OR SERVICES:** You expressly agree to defend, indemnify and hold harmless Janet Switzer, IIW, their respective companies and officers, directors, shareholders, members, directors, employees, designees, agents, contractors and affiliates from all claims, losses, damages, judgments, liabilities, obligations, costs and expenses, including attorneys' fees and costs, directly or indirectly incurred by any party related to any claim that arises from or in connection with your license/use of any portion of the Licensed Content or Services. You further understand, acknowledge and agree that some coaches, advisors, account executives and third-party experts you may encounter as a Licensee may be independent contractors to IIW, whether paid or unpaid, and you agree to

hold harmless IIW and Janet Switzer, their officers, directors, shareholders, members, directors, employees, designees, agents, contractors and affiliates and their respective companies from all claims, losses, damages, judgments, liabilities, obligations, costs and expenses, including attorneys' fees and costs, directly or indirectly incurred by any party related to any claim that arises from or in connection with your interaction with any of these contractors or their companies.

**16. ALL RIGHTS NOT CONVEYED TO YOU ARE RESERVED TO INSTANT INCOME WORLDWIDE LLC.** IIW reserves all rights not expressly conveyed to Licensee hereunder, and IIW may grant licenses to others to use the Licensed Content in connection with other products. Notwithstanding anything to the contrary elsewhere set forth in this Agreement, IIW specifically reserves the right without limitation throughout the world to itself to use, or license any third parties of its choice for the manufacture, distribution and sale of products similar or identical to those licensed herein for sale or distribution in any manner. Further, IIW reserves the right to use, or license others to use, and/or manufacture products similar or identical to those licensed herein for use as premiums, including, but not limited to premiums for advertising sponsors or affiliates.

**17. USE OF LICENSED CONTENT EXTENDED TO COUNTRY OF RESIDENCE ONLY.** This license extends only to use of the Licensed Content or Services within the country of Licensee's residence as listed on page 11. Furthermore, except when permitted in writing in advance by IIW, Licensee will not use, sell, deliver or authorize any use, direct or indirect, of the Licensed Content or Services in any other area, and Licensee will not knowingly transfer intellectual property covered by this Agreement to persons who intend or are likely to, or who Licensee has reason to believe, will use the Licensed Content or Services outside of Licensee's country of residence.

**18. NO TERRITORY IS GUARANTEED.** Licensee acknowledges and agrees that IIW does not guarantee that a geographic territory, industry, population or other defined market will be protected for Licensee's sole use, nor will IIW restrict or monitor the business activities of others in the same geographic area, industry, population or other market where Licensee operates.

### **FOLLOWING ARE THE OBLIGATIONS OF INSTANT INCOME WORLDWIDE LLC AS LICENSOR**

IIW agrees to provide the following Licensed Content and Services to Licensee:

**19. IIW WILL PROVIDE THE LICENSED CONTENT LISTED IN ADDENDUM "A."** IIW shall, subject to the terms of the non-exclusive license granted above, provide the Licensed Content, for the purposes described in Addendum A, to Licensee at a time and in a form and manner of IIW's choosing. Licensee understands and accepts that IIW may, from time to time, provide additional components or modules not currently listed on Addendum A, which the parties agree shall be added to and become part and parcel of the Licensed Content to which all terms and conditions of this Agreement shall apply. IIW shall retain all right, title and interest in and to such new Licensed Content, as provided in this Agreement. In addition, the parties agree that the consideration provided herein on the Effective Date and as further outlined in Paragraph 22, is sufficient for all intents and purposes and any provision by IIW of additional Licensed Content does not constitute an amendment to this Agreement.

**20. IIW WILL PROVIDE THE SERVICES LISTED IN ADDENDUM "A."** IIW shall, subject to the terms of this non-exclusive license granted above, deliver the Services described in Addendum A to Licensee at a time and in a form and manner of IIW's choosing. IIW may, from time to time, provide additional Services not currently listed on Addendum A, and Licensee acknowledges and agrees that such new Services shall be governed by this Agreement. In addition, the parties agree that the consideration provided herein on the Effective Date and as further outlined in Paragraph 22, is sufficient for all intents and purposes and any provision by IIW of additional Services does not constitute an amendment to this Agreement.

## **OTHER TERMS OF THIS INTELLECTUAL PROPERTY LICENSING AGREEMENT**

**21. THE LICENSE PERIOD RUNS CONCURRENT WITH THE TERM OF THIS AGREEMENT:** The term of this License shall commence on the Effective Date of this Agreement, as described above, and shall terminate on the date of termination as set forth in paragraph 31 (the "License Period").

**22. PAYMENT OF LICENSING FEES IS REQUIRED FOR THIS LICENSE TO REMAIN IN EFFECT:** As consideration for the granting of the non-exclusive License, Licensee will pay to IIW: (a) the sum of Sixteen Thousand and No/100 Dollars (US\$16,000.00), which is non-returnable and non-refundable in whole or in part, made payable to "Instant Income Worldwide LLC" and due no later than the Effective Date (the "Initial Payment"). Furthermore, Licensee will pay to IIW: (b) Commencing 365 calendar days after the Effective Date and then every 30 calendar days thereafter, the sum of Two Thousand and No/100 Dollars (US\$2,000.00) (the "Monthly Payments"). Any and all such payments shall be non-returnable and non-refundable, in whole or in part. Such payments shall be made by credit card or by automatic withdrawal from Licensee's checking account, in IIW's sole discretion. By signing this Agreement which includes Addendum "B" by reference, Licensee authorizes IIW to automatically withdraw the Monthly Payments from Licensee's checking account, and Licensee will provide a voided check showing bank routing number, account number and name on account, as an attachment to Addendum "B." As provided in Paragraph 31, in IIW's discretion the Monthly Payments may change.

**23. STAFF AND CONTRACTORS MUST NOT TRANSFER, COMBINE OR SELL THE LICENSED CONTENT.** If Licensee chooses to disclose the Licensed Content to a third party in the course of Licensee's business operations, such as to an employee, vendor, contractor or any other arrangement, Licensee shall require such third party to adhere to all of the terms, conditions and intent of this Agreement insofar as they relate to the right, title and interest in and to the Licensed Content.

**24. YOU WILL NOT CONTEST OUR RIGHTS TO THE LICENSED CONTENT OR TRADEMARKS.** Licensee acknowledges that any copyrights, trademarks, utility patents and/or design patents heretofore obtained by IIW or inured to the benefit of IIW or obtained in future by IIW, with respect to the Licensed Content, are good and valid. Licensee shall not, during the License Period or any time thereafter, dispute or contest, nor cause or assist or aid others in disputing or contesting, IIW's exclusive right and title to the Licensed Content or IIW Marks, or any other rights of IIW in and to the subject matter of this Agreement. Licensee will fully cooperate with and assist IIW in preventing or prosecuting any infringement of the rights of IIW's copyrights, trademark, utility patents or design patents hereunder. Licensee will notify IIW in writing of any manufacture, sale, distribution or advertisement, which it believes, may constitute an infringement upon IIW's rights herein. Licensee shall not commence an action or proceeding against any person or enter into a settlement relating to IIW's rights herein without IIW's prior written consent. Licensee shall not have any rights against Licensor for damages or otherwise for failure to act in, or settle, any action or proceeding relating to alleged infringements or violations of IIW's rights herein nor shall any such act or failure to act by IIW affect the validity or enforceability of this Agreement. IIW makes no representation or warranty to Licensee regarding the validity of the aforesaid copyrights, trademarks, utility patents or design patents.

**25. THIS AGREEMENT IS A COPYRIGHTED, CONFIDENTIAL DOCUMENT.** This Agreement is a confidential document, is protected by copyright and cannot be duplicated, distributed and/or used for any purpose other than to memorialize the agreement between Licensee and IIW. Downloading or possession of this document does not transfer any rights whatsoever to the document or to its contents—nor does downloading or possession convey so-called "reprint rights." Unauthorized transfer or use of the contents, in whole or in part (including, but not limited to, posting it at your website or incorporating it into your own products or services) is prohibited. It is understood and agreed that this Agreement is and will at all times remain the sole property of IIW. Furthermore, Licensee agrees to maintain this Agreement in complete confidence and not disclose the nature or existence of this Agreement unless necessary to the use of the Licensed Content or Services as the case may be.

**26. YOU AGREE NOT TO COMPETE WITH US, SOLICIT OUR STAFF OR DIVERT OTHER LICENSEES.** Licensee shall not, during the Term of this Agreement or for a period of 36 months after Termination, solicit employees or contractors to leave the employment or vendor relationship of IIW to work with Licensee. Further, Licensee shall not, at any time, divert other Licensees of IIW into a similar business model or consultant-training program or membership of fellow IIW Licensees. Licensee shall not develop, promote, sell or deliver a training program, business opportunity or other offering similar to IIW's Licensed Content, consulting model, marketing formula or business operation.

**27. YOU CANNOT CREATE A TRADENAME OR TRADEMARK SIMILAR TO OURS.** All rights in the IIW Marks other than those specifically granted herein are reserved to IIW for its own use and benefit. Licensee acknowledges that it will not acquire any rights in the IIW Marks as a result of Licensee's use thereof and that all use of IIW Marks as a result of Licensee's use thereof shall inure to the benefit of Licensor. Further, Licensee will at no time use or authorize the use of any trademark, trade name or other designation identical with or confusingly or colorably similar to the IIW Marks.

**28. YOU MAY NOT ADD COPYRIGHT OR TRADEMARK NOTICES TO THE LICENSED CONTENT.** Licensee agrees that it shall use no markings, legends or notices on and in connection with the Licensed Content without first obtaining IIW's prior written approval.

**29. YOU AGREE TO ADHERE TO ALL APPLICABLE ADVERTISING LAWS:** Licensee shall insure that all advertising of its consulting services using the Consulting Modules complies with applicable advertising regulations, in its country of operation and any place where Licensee conducts business, including but not limited to all Federal Trade Commission advertising regulations, then in effect. Licensee shall comply in all material respects with the United States CAN-SPAM act, including, in connection with distribution of digital advertising, providing therein a functioning return electronic mail address or other Internet-based mechanism that (i) enables a recipient of an advertisement sent by Licensee to request not to receive future commercial electronic mail messages sent by Licensee at the electronic mail address where said advertisement was received, and (ii) remains capable of receiving such requests for a period of at least thirty-one (31) calendar days beginning on the transmission date of such original advertisements (all within the meaning of the CAN-SPAM Act).

**30. YOU CANNOT ENCUMBER THE LICENSED CONTENT AND TRADEMARKS OR RESTRAIN THEIR USE.** Licensee shall not encumber or cause to be encumbered in any manner, the Licensed Content or IIW Marks, or cause or permit any expenses to be charged to IIW without IIW's prior approval in writing in each instance. Licensee will not enjoin, ban, prohibit or restrain by legal injunction or seek to enjoin, ban, prohibit or restrain by legal injunction the distribution and use of the Licensed Content or IIW Marks.

## **TERM AND TERMINATION OF THIS LICENSING AGREEMENT**

**31. THIS AGREEMENT IS VALID FOR ONE YEAR, THEN RENEWABLE FOR FUTURE YEARS.** Unless earlier terminated as provided below, the initial term of this Agreement shall commence on the Effective Date hereof and continue for a period of one year from the Effective Date (the "Initial Term"). This Agreement shall automatically renew for successive one-year periods following the Initial Term unless either party provides the other party written notice at least 60 calendar days prior to the end of either the Initial Term or any successive one-year term that it intends not to renew this Agreement. Together, the Initial Term and each successive one-year term, constitute the "Term." Following the Initial Term, and during all successive one-year terms, IIW may increase the Monthly Payments described in paragraph 22, at IIW's sole discretion, by providing written notice to Licensee at least 90 calendar days prior to the end of Licensee's current one-year term.

**32. THIS AGREEMENT MAY BE TERMINATED BY MUTUAL CONSENT.** This Agreement may be terminated by mutual written agreement of the parties with 30 days written notice or otherwise as outlined in paragraph 31 hereof.

**33. THIS AGREEMENT MAY TERMINATE AUTOMATICALLY IN THE EVENT OF A BANKRUPTCY.** If Licensee files a petition in bankruptcy, or is adjudicated as bankrupt, or if a petition in bankruptcy is filed against Licensee, or if Licensee becomes insolvent, or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or if Licensee discontinues its business, or if a receiver is appointed for Licensee or its business, this Agreement and the license herein granted shall, without notice, terminate automatically upon the occurrence of any such event. In the event that the license so terminates, neither Licensee nor its receivers, representatives, trustees, agents, administrators, successors, and/or assigns shall have any right to use, distribute, sell, exploit or in any way deal with any of the Licensed Content except with and pursuant to IIW's consent and instructions in writing.

**34. IIW MAY CHOOSE TO TERMINATE THIS AGREEMENT IF YOU VIOLATE THIS AGREEMENT.** If Licensee shall violate any of its obligations or conditions under the terms of this Agreement, IIW shall have the right to terminate this Agreement and the license herein granted in accordance with the provisions of Paragraph 35. IIW, at its sole option and in its absolute discretion, shall have the right, but not the obligation, to terminate this Agreement by giving written notice thereof to take effect immediately and all rights granted in this Agreement shall immediately revert to IIW.

**35. IIW MAY CHOOSE TO TERMINATE THIS AGREEMENT IF YOU DEFAULT ON YOUR OBLIGATIONS.** If Licensee breaches any of the terms and provisions of this Agreement, whether such breach pertains to a default in payment or otherwise pursuant to Paragraphs 35(b) and (c), IIW shall have the right if it so elects, to serve upon Licensee a written notice of its intention to terminate this Agreement.

- (a) Licensee shall thereupon have a period of fifteen (15) calendar days of receipt of such notice within which to remedy the breach.
- (b) If Licensee fails duly to remedy the same, then upon the expiration of the fifteen (15) calendar days this Agreement and the license herein granted shall in all respects cease and terminate, and Licensee shall have no further rights hereunder. If this Agreement is terminated in accordance herewith, all Monthly Payments due to IIW hereunder shall be immediately due and payable to IIW within ten (10) calendar days of the effective date of termination.
- (c) Notwithstanding such termination, IIW's rights arising out of this Agreement or in connection therewith or existing prior thereto shall nevertheless continue in full force and effect, including but not limited to IIW's right to sue for damages caused to it by Licensee's default and IIW's right to receive unpaid Monthly Payments pursuant to Paragraph 22.
- (d) Upon any termination under this Paragraph 35, neither Licensee nor its receiver, representative, trustees, agents, administrators, successors and/or assigns shall have any right to use, sell, exploit or in any way deal with or in any Licensed Content hereunder except with and pursuant to IIW's consent and instructions in writing.
- (e) If, after a breach by Licensee of a provision of this Agreement for which Licensee has been given notice and has in fact, cured the breach, Licensee breaches the same provision within the next ninety (90) day period, IIW may then immediately terminate this Agreement without providing a second opportunity to cure.

**36. TERMINATION OF THIS AGREEMENT INITIATES SEVERAL MEASURES.** Licensee acknowledges and agrees that:

- (a) Upon termination of this Agreement, all rights granted to Licensee hereunder shall revert to IIW, and Licensee shall not use, promote or refer to the Consulting Modules, Promotional Materials, Training Events or IIW Marks, in whole or in part, in any way, including but not limited to any connection with the sale or delivery of services or products of Licensee. Licensee will cease and desist from using the Licensed Content and Services. Further, Licensee shall not use, promote or refer to any consulting method, process, name, title, exercise, planning formula, marketing model, sales technique or other method, including a 12-month revenue-generation consulting service or product, which in IIW's opinion is similar to that contained in the Licensed Content licensed hereunder.
- (b) IIW will delist Licensee from IIW's website and all references to Licensee will be removed from IIW-controlled marketing platforms.
- (c) Licensee's failure to cease the use, sale, advertisement for sale, transfer or distribution of the Licensed Content, or failure to cease the delivery of services based upon the Licensed Content or originally sold utilizing the Licensed Content or partially delivered using the Licensed Content, upon the termination of this Agreement, will result in immediate and irreparable damage to IIW. Licensee acknowledges that no adequate remedy at law exists for such failure and Licensee agrees that IIW shall be entitled to an injunction or other equitable relief to prevent a breach of this Agreement by Licensee.
- (d) Nothing in this Paragraph 36 shall be construed to limit IIW's rights or remedies.

**37. YOU MUST RETURN ALL LICENSED CONTENT UPON TERMINATION.** Upon termination of this Agreement, Licensee mandatorily will turn over to IIW all electronic files, printed materials, recordings or other storage formats which contain the Consulting Modules, Promotional Materials, Training Events or IIW Marks, or give IIW satisfactory evidence of their destruction. Licensee will remove all Licensed Content from Licensee's website(s), social media platform(s) and online advertisement(s). Licensee's failure to return all Licensed Content and remove Licensed Content from Licensee's websites, social media platforms and online advertisements shall incur a penalty of \$2,000 per month or the Monthly Payment then in place, whichever is greater, as a remedy in addition to remedies described in paragraph 36(c) and such other remedies as are provided in this Agreement. For avoidance of doubt, it is specifically understood that Licensee shall not sell or otherwise dispose of the Licensed Content via publicly used, private-party sales or barter platforms (such as Ebay).

### **STANDARD CLAUSES OF THIS LICENSING AGREEMENT**

**38. WHAT HAPPENS IN THE CASE OF FORCE MAJEURE.** Licensee or IIW shall be released from their respective obligations under this Agreement in the event that governmental regulations; act of God; war; riot; fire; strike or other labor dispute; acts of terrorism, epidemic or other causes beyond the control of Licensee or IIW as the case may be, render performance by either party impossible. In such force majeure event, all Monthly Payments due by Licensee shall become immediately due and payable and no portion of the Initial Payment shall be repayable or returnable to Licensee. If such event shall continue for a period in excess of sixty (60) calendar days, IIW shall have the right to terminate this Agreement by giving thirty (30) calendar days prior written notice to Licensee. In the event of any termination, the provisions of Paragraphs 35, 36 and 37 shall apply. In the event that the force majeure hinders or prevents the provision of the Licensed Content or Services by IIW, Licensee shall have the right to terminate this Agreement by giving IIW thirty (30) calendar days prior written notice.

**39. NO RESPONSIBILITY FOR CLAIMS ARISING FROM YOUR USE OF THE LICENSED CONTENT AND SERVICES.**

Licensee will at all times indemnify, defend and hold harmless IIW, Dwain Jeworski an individual, Janet Switzer an individual, and all of their shareholders, directors, members, managers, officers, employees, agents, contractors, vendors, designees, heirs and assigns harmless from and against any and all claims, damages, litigation, judgments, costs and expenses (including all attorneys' fees) caused by or arising out of or in any way relating to:

- (a) the marketing, advertising, sale, distribution, use or delivery of the Licensed Content or Licensee's services or Licensee's products, including any alleged defects in the Licensed Content, consulting malpractice issues, violation of any and all FDA, FTC, national, federal, state, international and local guidelines and laws, product recalls, the unauthorized use of any patent, process, method or device or the infringement of any copyrights, trade name, patent, or libel or invasion of the right of privacy, publicity or other property rights of any party;
- (b) the breach by Licensee of any of the provisions of this Agreement in connection with the performance by Licensee of its obligations under this Agreement. IIW, Dwain Jeworski, and Janet Switzer may, at their election, individually or collectively, defend any action, by their own chosen counsel and at Licensee's sole expense. Licensee will cause its counsel to cooperate fully with IIW, Dwain Jeworski, and Janet Switzer and their counsel in the defense of such action. Licensee shall not admit any liability or compromise any suit without first obtaining IIW's consent in writing;
- (c) the purchase of services and products from, or referral of any person to, a vendor, supplier or independent contractor recommended by IIW. Licensee acknowledges that IIW, Dwain Jeworski and Janet Switzer may mention, refer or direct Licensee to resources in the form of vendors, suppliers, third-party professionals and independent contractors. Licensee acknowledges and agrees that these resources are for information purposes only and that IIW, Dwain Jeworski and Janet Switzer cannot be held liable for remedies to Licensee for any loss or damage Licensee may experience in dealing with these resources. Licensee understands that IIW, Dwain Jeworski and Janet Switzer, and their respective companies, may receive remuneration, either actual or in kind, from these vendors, suppliers, professionals and contractors.

**40. NO JOINT VENTURE OR PARTNERSHIP IS IMPLIED:** Licensee shall not use the name or credit of IIW, Dwain Jeworski or Janet Switzer in any manner whatsoever, nor incur any obligation in their name(s). Nothing herein contained shall be construed to constitute IIW and Licensee partners, independent contractors or joint venturers, nor shall any similar relationship be deemed to exist between them. Neither party is or shall be the legal representative or agent of the other for any purpose whatsoever, other than as represented herein, and neither party shall assume or create in writing or otherwise any obligation of any kind, express or implied, in the name of or on behalf of the other.

**41. YOU MAY NOT ASSIGN OR SELL THIS AGREEMENT.** The license hereby granted is and shall be personal to Licensee, and shall not be assignable by any act of Licensee or by operation of law. Licensee shall have no right to grant any sub-licenses. Any attempt by it to grant a sub-license or to assign, mortgage or part with possession or control of this license or of any of its rights hereunder shall constitute a material breach and shall be deemed null and void ab initio. This Agreement shall inure to the benefit of and shall be binding upon IIW's successors and assigns. For avoidance of doubt, IIW shall have the right to assign, delegate, lend or otherwise transfer this Agreement in whole or in part, or any or all of IIW's rights or obligations hereunder, to any person or entity, and this Agreement is fully assumable by IIW's successors, heirs, and assigns, and shall remain in full force and effect upon assignment to such third parties.

**42. INDIVIDUAL WAIVERS AND MODIFICATIONS MUST BE IN WRITING AND DO NOT AFFECT OTHER TERMS.** No waiver or modification of any of the terms of this Agreement shall be valid unless in writing by both parties. No waiver by either party of a breach hereof or a default hereunder shall be deemed a waiver by such party of any other breach or default.

**43. ALL REMEDIES ARE CUMULATIVE.** Each and all of the several rights and remedies provided for in this Agreement, or by law or equity, shall be cumulative, and no one of them shall be exclusive of any other right or remedy, and the exercise of any one of such rights or remedies shall not be deemed a waiver of, or an election not to exercise, any other right or remedy.

**44. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IIW, DWAIN JEWORSKI AND JANET SWITZER MAKE NO OTHER REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW). In no event shall IIW be liable to Licensee for any breach of this Agreement for any amount in excess of the total amount paid by Licensee to IIW under this Agreement.

**45. REPRESENTATIONS AND WARRANTIES.** Licensee represents and warrants to IIW as follows:

- (a) Licensee has full power, authority and legal right to enter into this Agreement and to consummate the transactions contemplated hereby. No further proceedings are necessary to approve and authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered and is a legal, valid and binding obligation, enforceable against Licensee in accordance with its terms.
- (b) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and the fulfillment of the terms hereof; (i) are not in violation or breach of, do not conflict with or constitute a default under, and will not accelerate or permit the acceleration of the performance required by, any of the terms of the Articles of Organization, Articles of Incorporation or Operating Agreement of Licensee or any material contract or agreement, written or oral, to which Licensee is a party or by which the Licensee is bound; (ii) shall not be an event which, after notice or lapse of time or both, will result in any such violation, breach, conflict, default, or acceleration; (iii) shall not result in violation under any law, judgment, decree, order, rule, regulation or other legal requirement of any governmental authority applicable to Licensee; and (iv) shall not result in the creation or imposition of any lien or other encumbrance in favor of any third person upon any of the properties or assets of Licensee. No notice to, filing with, or consent of, any person is necessary for the consummation by Licensee of the transactions contemplated by this Agreement.

**46. HOW TO PROVIDE NOTICES RELATING TO THIS AGREEMENT.** Notices by either party to the other shall be given by telefax, and by registered or certified mail return receipt requested, or by overnight courier, Federal Express or UPS with proof of delivery, all charges prepaid. All statements and notices hereunder shall be given at the respective addresses of IIW and Licensee as set forth on page 11 of this Agreement unless written notice of a change of address is given. Notices shall be deemed effective the date the notice is given, except that notices of change of address shall be effective when received.

**47. CHOICE OF LAWS.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada as an agreement made and wholly to be performed therein, and Licensee expressly consents to the jurisdiction of all courts located within that territory.

**48. THIS DOCUMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES.** This Agreement (including Addenda "A" and "B") expresses the entire understanding of IIW and Licensee with respect to the subject matter contained herein, and replaces, cancels and supercedes any other agreements which may exist whether written or oral, expressed or implied, and contains all of the terms, conditions, understandings and promises of the parties hereto. No modification, alteration or amendment of this Agreement shall be valid or binding unless in writing and signed by both IIW and Licensee. This Agreement shall not become effective unless and until fully executed by all parties hereto.

**49. PARAGRAPH HEADINGS ARE FOR CONVENIENCE ONLY.** The headings contained in this Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Agreement.

**50. SURVIVAL OF AGREEMENT PROVISIONS.** Upon termination of this Agreement for any reason, in addition to such other provisions which by their nature are intended to survive the termination of this Agreement, the following provisions of this Agreement shall survive: Paragraphs 31 through 37 inclusively, and paragraphs 39 through 51 inclusively.

**51. REFORMATION OF INVALID OR UNENFORCEABLE PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement or its application shall be held to be invalid or unenforceable under applicable law, then this Agreement shall be reformed and a suitable and equitable provision or application thereof which shall be valid and enforceable shall be substituted therefor in order to carry out so far as possible the intent and purposes of the invalid or unenforceable provision or application thereof. The remainder of this Agreement and the application of such remainder shall not be affected by any such substitution.

IN WITNESS WHEREOF, IIW and Licensee have executed this Agreement as of the date last below written.

<b>INSTANT INCOME WORLDWIDE LLC</b> (known above as "IIW")	
By: _____	
Authorized Signatory	Date
<b>DWAIN JEWORSKI</b> , Chief Executive Officer	<b>Instant Income Worldwide LLC</b> – North American Offices 120,51075 Falls Court, Rosedale, BC V4Z 1K7 Canada

_____, <b>THE INDIVIDUAL</b> (print your name) (known above as "Licensee")	
By: _____	
Authorized Signatory	Date
Licensee's Name (your first and last name) _____	
Licensee's Street Address _____	
Licensee's Country of Operation _____	
Telephone (with country code if outside U.S.) (+ _____) _____	
Fax (with country code if outside U.S.) (+ _____) _____	
Email (not permitted for Notices under paragraph 46) _____	

## INTELLECTUAL PROPERTY LICENSE AGREEMENT

### Addendum "A"

#### A. Licensed Content

#### "Consulting Modules" Included In License

ITEM	FORMAT	COMPONENT'S DESIGNATED PURPOSE (This item is authorized for the following uses only:)	THE CONTENTS OF THIS ITEM CANNOT BE:
Instant Income Business Enhancement System containing: <ul style="list-style-type: none"> <li>• Systems Manual</li> <li>• Advertising Copywriting Tutorial</li> <li>• Archive of Marketing Samples</li> <li>• Cash-Flow Calendar leatherette portfolio</li> <li>• Book: <i>Instant Income</i> by Janet Switzer</li> <li>• Welcome Letter</li> </ul>	Printed Printed/Audio Digital Printed Printed Printed	Educating Licensee; providing sample marketing and advertising campaigns for Licensee's reference that enable advising of clients; providing a reference copy of Profit Advisors-branded packaged training course (complete kit) that shall be given by Licensee to clients; business planning for Licensee's business.	Contents cannot be: Altered, modified, edited, changed, reproduced or published; combined with outside content; sub-licensed; transferred to others; used as samples, gifts or bonuses; used by more than one consultant per Licensee; have copyright or trademark notices affixed thereto; sold separately without a paid client relationship in place; represented as being authored by Licensee; used outside Licensee's country of residence.
Purchased copies of Instant Income Business Enhancement System	Printed/Audio/Digital	Give or resell to clients or prospects.	Contents cannot be: Altered, modified, edited, changed, reproduced or published; combined with outside content; sub-licensed; transferred to others as to its contents, legal ownership and intellectual property rights; used partially as samples, gifts or bonuses (complete kits only may be used as samples, gifts and bonuses); used by more than one consultant per Licensee; have copyright or trademark notices affixed thereto; represented as being authored by Licensee; used outside Licensee's country of residence.
Purchased copies of book: Instant Income by Janet Switzer	Printed	Give or resell to clients or prospects.	Contents cannot be: Altered, modified, edited, changed, reproduced or published; combined with outside content; sub-licensed; transferred to others as to its contents, legal ownership and intellectual property rights; used partially as samples, gifts or bonuses (complete books only may be used as samples, gifts and bonuses); used by more than one consultant per Licensee; have copyright or trademark notices affixed thereto; represented as being authored by Licensee.
Audit for finding hidden cash-flow in existing business operations	Printed/Digital	Sales tool (blank template) to convert prospective clients into contracted clients; as part of initial interview with newly signed clients.	Contents cannot be: Altered, modified, edited, changed, reproduced or published; combined with outside content; sub-licensed; transferred to others; used as samples, gifts or bonuses; used by more than one consultant per Licensee; have copyright or trademark notices affixed thereto; sold separately without a paid client relationship in place; represented as being authored by Licensee; used outside Licensee's country of residence.
New-Client Interview Questionnaire	Printed/Digital	A template for conducting initial interview with newly signed clients.	Contents cannot be: Altered, modified, edited, changed, reproduced or published; combined with outside content; sub-licensed; transferred to others; used as samples, gifts or bonuses; used by more than one consultant per Licensee; have copyright or trademark notices affixed thereto; sold separately without a paid client relationship in place; represented as being authored by Licensee; used outside Licensee's country of residence.

Sample Client Engagement Letter for 12 Months of Consulting	Printed/Digital	Alter or modify for Licensee's purposes with assistance from an attorney to insure it is current and appropriate for Licensee's use.	Contents cannot be: Sub-licensed; used as gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; used outside Licensee's country of residence.
Presentation materials for 12 monthly client meetings 1-Prospecting & Lead Generation (developing offers) 2-Prospecting & Lead Generation (marketing calendar) 3-Internet Selling System (setting up the website and cart) 4-Internet Selling System (driving traffic to the website) 5-Sales & Lead Conversion (sales infrastructure) 6-Sales & Lead Conversion (selling more to past buyers) 7-New Business Development (referral sources) 8-New Business Development (unique revenue sources) 9-Media & Publicity 10-Cash-Flow Generating Staff (finding key staff members) 11-Cash-Flow Generating Staff (refocusing all employees) 12-Future Planning for Ongoing Cash-Flow	Printed/Digital Printed/Digital Printed/Digital Printed/Digital Printed/Digital Printed/Digital Printed/Digital Printed/Digital Printed/Digital Printed/Digital Printed/Digital Printed/Digital	Educating clients; facilitating completion of an implementation plan during each client meeting.	Contents cannot be: Altered, modified, edited, changed, reproduced or published; combined with outside content; sub-licensed; transferred to others; used as samples, gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; sold separately without a paid client relationship in place; represented as being authored by Licensee; used outside Licensee's country of residence.
Purchased implementation plan workbooks	Printed	Give or resell to clients.	Contents cannot be: Altered, modified, edited, changed, reproduced or published; combined with outside content; sub-licensed; transferred to others; used as samples, gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; sold separately without a paid client relationship in place; represented as being authored by Licensee; used outside Licensee's country of residence.
Future Goals Interview Questionnaire	Printed/Digital	A template for conducting initial interview with newly signed clients.	Contents cannot be: Altered, modified, edited, changed, reproduced or published; combined with outside content; sub-licensed; transferred to others; used as samples, gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; sold separately without a paid client relationship in place; represented as being authored by Licensee; used outside Licensee's country of residence.
Your First 30 Days as a Profit Advisor Checklist	Printed	Educating Licensee; planning for Licensee as Licensee commences using Consulting Modules.	Contents cannot be: Altered, modified, edited, changed, reproduced or published; combined with outside content; sub-licensed; transferred to others; used as samples, gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored by Licensee; used outside Licensee's country of residence.
New materials that IIW may provide to Licensee in future	Any format	To be designated for each new component of the Consulting Modules as it is distributed.	Contents cannot be: Altered, modified, edited, changed, reproduced or published; combined with outside content; sub-licensed; transferred to others; used as samples, gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored by Licensee; used outside Licensee's country of residence.

## "Licensee Promotional Materials" Included In License

ITEM	FORMAT	COMPONENT'S DESIGNATED PURPOSE (This item is authorized for the following uses only:)	THE CONTENTS OF THIS ITEM CANNOT BE:
Promotional webpages, downloadable report, autoresponder emails	Digital	To be added to Licensee's existing website/online CRM system -- or for use in building a new website/CRM system for Licensee; for use only at a domain owned by Licensee	Contents cannot be: Sub-licensed; transferred to others; used as samples, gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored by Licensee
Online press campaign	Digital	Announce Licensee's services as a revenue-generation consultant	Contents cannot be: Sub-licensed; transferred to others as to its contents, legal ownership and intellectual property rights; used as samples, gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored by Licensee
Email marketing campaign	Digital	Announce Licensee's services as a revenue-generation consultant	Contents cannot be: Sub-licensed; transferred to others as to its contents, legal ownership and intellectual property rights; used as samples, gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored by Licensee
Book available for printing at Licensee's expense	Digital	For customizing with Licensee's name as author; for printing in hardcover or softcover format only (no ebook, Kindle, PDF or other digital edition allowed); for mailing or in-person distribution on a paid or free basis	Contents cannot be: Sub-licensed; transferred to others as to its contents, legal ownership and intellectual property rights; used by more than one consultant per License; have copyright or trademark notices affixed thereto
Workshop PowerPoint slides, handout, promotional campaign	Digital	For customizing with Licensee's name and contact information; for live presentation in a workshop environment or delivered via webinar; handout for unlimited reproduction as needed for Licensee's sole use; promotional materials for use in advertising workshop event by Licensee or Licensee's agents	Contents cannot be: Sub-licensed; transferred to others as to its contents, legal ownership and intellectual property rights; used as samples, gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored by Licensee
Teleseminar script	Digital	For customizing with Licensee's name, biography and contact information; for live presentation in a teleseminar environment (large-group teleconference call)	Contents cannot be: Sub-licensed; transferred to others as to its contents, legal ownership and intellectual property rights; used as samples, gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored by Licensee
New Promotional Materials that IIW may provide to Licensee in future	Any format	To be designated for each new Promotional Material as it is distributed	Contents cannot be: Sub-licensed; transferred to others as to its contents, legal ownership and intellectual property rights; used as samples, gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored by Licensee

## "Training Events" Included In License

ITEM	FORMAT	COMPONENT'S DESIGNATED PURPOSE (This item is authorized for the following uses only:)	THE CONTENTS OF THIS ITEM CANNOT BE:
Monthly group training events via telephone/web	Live event/audio/digital	Educating Licensee; planning for Licensee as Licensee commences and continues using Consulting Modules; answering Licensee's questions related to Consulting Modules or working with clients	Contents cannot be: Altered, modified, edited, changed, reproduced or published; combined with outside content; sub-licensed; transferred to others; used as samples, gifts or bonuses; used by more than one consultant per Licensee; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored by Licensee; used outside of Licensee's country of residence
Weekly coach-on-call training events via telephone	Live event/audio	Educating Licensee; answering Licensee's questions related to Consulting Modules, working with clients, and Licensed Content and Services	Contents cannot be: Altered, modified, edited, changed, reproduced or published; combined with outside content; sub-licensed; transferred to others; used as samples, gifts or bonuses; used by more than one consultant per Licensee; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored by Licensee; used outside of Licensee's country of residence
New Training Events that IIW may provide to Licensee in future	Any format	To be designated for each new Training Event as it is provided and/or distributed	Contents cannot be: Altered, modified, edited, changed, reproduced or published; combined with outside content; sub-licensed; transferred to others; used as samples, gifts or bonuses; used by more than one consultant per Licensee; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored by Licensee; used outside of Licensee's country of residence

## "Services" Included In License

SERVICE	ENTITY PROVIDING SERVICE	SERVICE'S DESIGNATED PURPOSE (This service is authorized for the following uses only:)	THIS SERVICE CANNOT BE:
Online press campaign	Outside contractor paid by IIW	Announce Licensee's services as a revenue-generation consultant	Service cannot be: Sub-licensed; transferred to others as to its contents, legal ownership and intellectual property rights; used as samples, gifts or bonuses; used by more than one consultant per Licensee; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored or provided by Licensee
Email marketing campaign	Outside contractor paid by IIW	Announce Licensee's services as a revenue-generation consultant	Service cannot be: Sub-licensed; transferred to others as to its contents, legal ownership and intellectual property rights; used as samples, gifts or bonuses; used by more than one consultant per Licensee; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored or provided by Licensee

Qualified traffic from ProfitAdvisorsConsulting.com	IIW	Provide to website visitors at ProfitAdvisorsConsulting.com a list of current Licensees in a non-vetted, non-endorsed manner; Licensees to be listed by state or province	Service cannot be: Sub-licensed; transferred to others as to its contents, legal ownership and intellectual property rights; used as samples, gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored or provided by Licensee
New Services that IIW may provide to Licensee in future	Any provider	To be designated for each new Service as it is provided	Service cannot be: Sub-licensed; transferred to others as to its contents, legal ownership and intellectual property rights; used as samples, gifts or bonuses; used by more than one consultant per License; have copyright or trademark notices affixed thereto; sold or given to a third-party; represented as being authored or provided by Licensee

**B. Services To Be Provided Concurrent with This Agreement:**

**PRESS RELEASE CAMPAIGN EXECUTED ON LICENSEE’S BEHALF.** IIW will prepare, under IIW’s authorship, a non-exclusive press release to be customized with Licensee’s name, city, one-sentence biographical statement, website address and link to Licensee’s website. Within thirty (30) calendar days of receipt of the press release from IIW, Licensee will review, alter as the case may be, and approve the press release for distribution, with approval to be made in writing. Upon approval, IIW will contract with a third party to distribute the press release via an online distribution point(s) of IIW’s choosing. If, within thirty (30) calendar days of receipt, Licensee fails to approve the press release for distribution within ten (10) business days, Licensee forfeits its right to this Service and IIW will have no further obligation to provide the Service. IIW will provide Licensee with a digital copy of the press release for further distribution to media outlets of Licensee’s choosing, including but not limited to, non-Internet media outlets.

**EMAIL MARKETING CAMPAIGN EXECUTED ON LICENSEE’S BEHALF.** IIW will prepare, under IIW’s authorship, a non-exclusive email to be customized with Licensee’s name, city, one-sentence biographical statement, website address and link to Licensee’s website. Within thirty (30) calendar days of receipt of the email from IIW, Licensee will review, alter as the case may be, and approve the email for distribution, with approval to be made in writing. Upon approval, (a) IIW will forward the email to an email marketing vendor of IIW’s choosing, and (b) IIW will provide Licensee with the name and contact information of the email marketing vendor so that Licensee may select, at its sole discretion, 1,000 business contacts from the vendor’s database to whom vendor will send the email. IIW will contract with the email marketing vendor and pay vendor in advance to send the approved email to 1,000 of Licensee’s chosen contacts. Should Licensee wish to select more than 1,000 business contacts from the vendor’s database, Licensee is obligated to pay vendor directly for any contacts in excess of 1,000 email addresses. Should Licensee request additional services from IIW’s vendor (including, but not limited to, graphic design services or telephone-number matching services), Licensee will be obligated to pay vendor for such services. Licensee agrees that any further alteration of the email, after written approval but prior to deployment or distribution by the vendor, shall be handled by the vendor and Licensee shall be responsible for the cost of any alterations and for the wording and appearance of any email sent. If, within thirty (30) calendar days of receipt, Licensee fails to approve the email for distribution, Licensee forfeits its right to this Service and IIW will have no further obligation to provide the Service.

## Recurring Payment Authorization Form

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged each billing period for the total amount due for that period. A receipt will be emailed to you and the charge will appear on your bank or credit card statement. You agree that no prior notification will be provided if the total payment is under US\$2,026. If your bill is more than that amount, or the payment date changes, you will receive notice from us at least 10 days prior to the payment being collected.

---

**Please complete the information below:**

I \_\_\_\_\_ authorize Instant Income Worldwide LLC to charge/debit my account indicated below on the  
(full name)

5th day of each month for payment of my Licensing Fees in accordance with the terms of the Intellectual Property License for Profit Advisors™ Copyrighted Consulting Materials and Licensee Support Program. I understand that I will only receive advance notice of the charge if it exceeds US\$2,026 (Two Thousand Twenty-Six United States Dollars).

Billing Address \_\_\_\_\_ Phone (+\_\_\_\_) \_\_\_\_\_

(Include country code if outside U.S.)

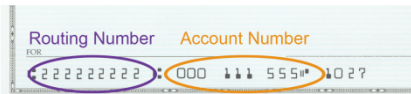
City \_\_\_\_\_ Mobile (+\_\_\_\_) \_\_\_\_\_

State or Province \_\_\_\_\_ (Include country code if outside U.S.)

Zip/Postal Code \_\_\_\_\_ Email \_\_\_\_\_

### Checking/ Savings Account

Checking       Savings  
Name on Acct \_\_\_\_\_  
Bank Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Bank Routing # \_\_\_\_\_  
Bank City/State \_\_\_\_\_



### Credit Card

Visa       MasterCard  
 Amex       Discover  
Cardholder Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Exp. Date \_\_\_\_\_  
CVV (3 digit number on back of card) \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Instant Income Worldwide LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that Instant Income Worldwide LLC may at its discretion attempt to process the charge again within 30 days, and agree to an additional us\$25.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute the scheduled transactions with my bank or credit card company; provided the transactions correspond to the terms indicated in this authorization form and in the accompanying Intellectual Property License for Profit Advisors™ Copyrighted Consulting Materials and Licensee Support Program.

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