

# ***HS Dent Financial Advisors Network***

## **LICENSE AND MEMBERSHIP AGREEMENT**

This License and Membership **Agreement** (the “Agreement”) is entered by and between HS Dent Publishing, LLC, a Texas limited liability company, having a principal place of business located at 15310 Amberly Drive, Suite 165, Tampa, Florida 33647 and the HS Dent Foundation, a non-profit organization, also having a principal place of business located at 15310 Amberly Drive, Suite 165, Tampa, Florida 33647, (collectively known as “HS Dent”) and by the individual. HS Dent Publishing, LLC and the Foundation both contribute resources to the benefit of the HS Dent Advisors Network (the “**Network**”), which is controlled by HS Dent Publishing.

### **Recitals**

Advisor desires to receive economic and financial research materials based on the theories and strategies of Harry S. Dent, Jr., from the Network and to market based on Advisor’s association with the Network.

The Network desires that the theories and strategies of HS Dent reach a large, well-informed audience.

The Network is willing to grant Advisor membership and to grant certain rights and benefits to Advisor upon acceptance of this Agreement.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

### **1. Grant of Rights**

Subject to the conditions and limitations set forth in this Agreement, Advisor is hereby granted membership into the Network with the following rights and license:

- 1.1. Within twenty (20) days after execution of this Agreement and payment of the Initial Payment, Advisor will receive access to the intellectual content provided by the Network.

**Such intellectual content will generally consist of:**

- **Periodic live commentary on current events**
- **Access to web-based seminar for clients and/or prospects**
- **Access to monthly conference calls**

- **Access to library of seminar slides, audio files, letters, etc.**
  - **Access to the education conferences**
  - ***HS Dent Forecast* monthly newsletter subscription**
  - **Quantity discounts on all HS Dent publications**
  - **Discounts on speaking fees for Harry Dent and Rodney Johnson**
- 1.2. Advisor will be identified on our website in accordance with the Policy of the Network Dent Advisors Network which includes Associate, Master Certified, Charter Member, Board Member or Board Member Emeritus.

## **2. Ownership**

Advisor hereby acknowledges that all patents, trademarks, copyrights, trade secrets, know-how, and any other proprietary rights in the materials or information provided to Advisor under this Agreement remain the exclusive property of the Network and/or HS Dent. Furthermore, Advisor acknowledges that all of the materials provided to Advisor, including derivatives thereof, are protected by United States and international copyright laws. Any copying or duplication in any form, other than for electronic backup and updating, of any of the materials provided Advisor without prior written permission is prohibited and constitutes a material breach of this Agreement and may violate, as applicable, other laws protecting the intellectual property of Harry S. Dent, Jr., the Network, or HS Dent.

## **3. Membership Requirements**

In order to obtain and maintain membership in the Network, Advisor must:

- 3.1. Maintain Membership Fees as set forth in Section 4 of this Agreement.
- 3.2. Because much of Advisor's ongoing support will be by e-mail and the Internet, Advisor must maintain computer capabilities in compliance with standards that will be periodically released.

## **4. Fees**

The following are categories of fees and other necessary payments for services currently available:

*Membership Fee.* For the 1<sup>st</sup> year's membership with the Network, a Membership Fee of Five Thousand Dollars (\$5,000) is due in full upon execution of this Agreement. Upon Advisor's 1<sup>st</sup> renewal date Advisor shall pay the Network a Membership Fee of Five Thousand Dollars (\$5,000) per year, and again this will be due upon execution of the Agreement at the time of renewal. Memberships are available to additional advisors in the same office at a rate of Two Thousand Five Hundred Dollars (\$2,500) for each additional

member. Primary members and additional members must elect the same anniversary date and renewal terms. (See Appendix A for Optional Payment Terms)

The Membership Fee is due annually. Advisor will be required to pay the Membership Fee within 30 days of Advisor's anniversary date. If payment is not received within this time frame, Advisor's membership will be terminated. Any changes to Advisor's renewal date or payment schedules must be done in writing and Advisor must have a signed copy of that agreement.

## **5. Indemnity**

Subject to the terms and conditions of this Agreement, Advisor hereby agrees to be liable to and indemnify, defend, and hold the Network, and its officers, directors, agents, attorneys, and affiliates harmless from and against all losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages, reasonable attorney fees, and expenses asserted against HS Dent or the Network by reason of or resulting from:

- (i) Any acts or failure to act, by Advisor contemplated by or referred to in this Agreement; or
- (ii) Breach by Advisor of any representation, warranty, or covenant contained in this Agreement or executed pursuant to this Agreement.

## **6. Result of Breach**

6.1. If either party shall commit a material breach of this Agreement, including but not limited to the requirements set forth in Sections 7 of this Agreement, then the breaching party shall have twenty (20) calendar days from the date of receiving written notice specifying the nature of the breach from the other party to cure such breach. If the breaching party does not cure the breach within the prescribed time frame, the non-breaching party may, in its sole discretion, terminate this Agreement by providing written notice to the breaching party.

6.2. Upon termination of this Agreement:

All rights and memberships conveyed in this Agreement to Advisor are immediately revoked.

## **7. Reinstatement**

Where this Agreement was terminated for failure to pay a Membership Fee, this Agreement can be reactivated at the discretion of the Network and the rights and memberships hereof reinstated to Advisor upon payment of the Membership Fee and payment of an additional One Thousand Dollar (\$1,000) reinstatement fee.

## **8. Revocation of Rights and Membership**

The grant of rights and membership set forth in Section 2 of this Agreement is revocable at the discretion of the Network subject to any of the following conditions by Advisor:

- 8.1. Revocation of Advisor's securities or insurance license (if applicable).
- 8.2. Conviction of a felony.
- 8.3. Failure to pay fees as specified in Section 4 of this Agreement.
- 8.4. Unauthorized duplication or copying of any materials provided to Advisor under this Agreement.

## **9. Miscellaneous.**

- 9.1. *Assignment.* Neither party may sell, assign, or transfer any rights or interests created under this Agreement or delegate any of their duties or obligations without the prior written consent of the other. Any such assignment or delegation of either party hereunder without such consent shall be void. 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 the parties.
- 9.2. *Severability.* If any provision of this Agreement is held to be unenforceable, invalid, or illegal by any court of competent jurisdiction, such unenforceable, invalid, or illegal provisions shall not affect the remainder of this Agreement.
- 9.3. *Entire Agreement.* This Agreement contains the entire agreement and supersedes all prior agreements and negotiations relating to the subject matter of this Agreement, whether oral or written, between the parties. This Agreement may not be changed orally but only in writing signed by the party against whom enforcement of any waiver, charge, modification, extension, or discharge is sought.
- 9.4. *Attorney's Fees.* If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, or default in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees incurred in such action or proceeding in addition to any other relief to which the party may be entitled.
- 9.5. *Choice of Forum.* The courts of Florida 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 Tampa, Florida.

## Appendix A

### HS Dent Publishing, LLC Two Year Commitment

#### Option 1 – Discount

You may pay the Membership Fee for two years and pay only \$9,000. ( $\$5,000 \text{ Year 1} + \$5,000 \text{ Year 2} = \$10,000 \text{ less } \$1,000 = \$9,000$ ). The full payment of \$9,000 must be paid within 30 days of your current anniversary date, and may be paid by check or charged to your credit card. If any additional members are added, prepayment of \$4,500 per additional member ( $\$2,500 \text{ Year 1} + \$2,500 \text{ Year 2} = \$5,000 \text{ less } \$500 = \$4,500$ ) is required at the same time payment is made for primary member.

#### Option 2 – Monthly Payments

You may have monthly payments charged to your credit card automatically.

#### Automatic Credit Card Billing Authorization

You can enjoy the convenience of automatic monthly billing for your HS Dent Advisors Network Membership, by choosing and agreeing to this option.

By choosing Automatic Billing, You hereby agree to purchase a two-year HS Dent Advisors Network Membership, and You hereby agree that the provisions of this License and Membership Agreement shall be governed by an initial two-year term.

Each Month during such two-year term on the 10<sup>th</sup> day or the closest business day to that date your credit card will be charged \$450.00 or ( $\$450 + \$225$  for each additional membership.)

To get started, simply choose 2 year automatically monthly billing from your options. All requested information is required. Upon approval, we will automatically bill Your credit card for the amount indicated and Your total charges will appear on your monthly credit card statement.

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# HS Dent Publishing, LLC

### **Terms of Service**

Length of Contract - The term of service for this agreement with the monthly pay option chosen is two (2) years.

### **Failure to Pay**

HS Dent Publishing may temporarily deny or terminate services upon failure to pay the charges when due. Such termination or denial will not relieve You of responsibility for the payment of all accrued charges and any collection fees.

### **Membership Cancellation**

Upon signing contract You agree to a two (2) year minimum contract length from the date of contract signing. Should You wish to cancel Your membership before the end of the contract, You agree and acknowledge that **Your credit card will still be charged the remaining balance due for the current contract along with any outstanding invoices for products or services.**