

# Seed Partner Licensing Agreement

## 1. Purpose

The Licensor agrees to grant the Licensee access to proprietary financial alert signals ("Alerts"), for the purpose of resale, coaching, or educational services offered by the Licensee to their own clients or group members.

## 2. Licensor Responsibilities

- Provide timely and accurate Alerts, as per the Licensor's proprietary system.
- Offer initial guidance on how the Alerts are structured and intended to be interpreted.
- Notify the Licensee of any major updates or changes to the system.

## 3. Licensee Responsibilities

- Manage all client interactions, pricing, billing, and support.
- Maintain the integrity and confidentiality of the Alerts.
- Refrain from selling or redistributing Alerts to third parties not part of their direct service model.
- Provide credit or acknowledgment where appropriate, if publicly referencing the source of the Alerts.

## 4. Licensing Fees

The Licensee agrees to pay:

- An upfront licensing fee of \$[ ] (or as otherwise agreed in writing), OR
- A recurring monthly fee of \$[ ], due on the [ ] of each month.

Additionally, the Licensee agrees to pay [10-30]% of net revenue earned from services derived directly from the Alerts, due monthly or quarterly, with basic reporting.

## 5. Term & Termination

- This Agreement begins on the effective date and remains in force for a minimum of [6 months / 12 months], unless otherwise terminated by either party with 30 days' written notice.
- The Licensor reserves the right to terminate immediately in the event of misuse, breach of confidentiality, or non-payment.

## 6. Intellectual Property

- All intellectual property rights in the Alerts and related materials remain solely with the Licensor.
- This Agreement grants a limited, non-exclusive, non-transferable license for use of the Alerts solely within the

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Licensee's business as outlined.

### 7. Confidentiality

The Licensee agrees not to copy, share, resell, or reverse-engineer the Alert system. Breach of this clause may result in immediate termination and legal action.

### 8. Limitation of Liability

The Licensor makes no guarantees of specific financial results. Licensee accepts all risk for how the Alerts are applied within their business.

### 9. Miscellaneous

- This Agreement represents the entire understanding between the Parties.
- It shall be governed by the laws of \_\_\_\_\_[Your State or Country].
- Any disputes will be resolved via arbitration or mediation before court action.

### Signatures

IN WITNESS WHEREOF, the Parties agree to the terms above:

Licensor:

Signature: \_\_\_\_\_

Name: Ariam Muiño

Date: \_\_\_\_\_

Licensee:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_