

RECRUITING MACHINE LICENSING AGREEMENT

State of Missouri

BACKGROUND:

This License Agreement (the "Agreement") is made effective as of _____ by and between the following Licensor of the following address:

INNERVIEW ADVISORS, INC.
219 Main Street
St. Peters, MO 63376

and the following Licensee of the following address:

In the Agreement, the Party who is granting the right to use the licensed property will be referred to as "INNERVIEW ADVISORS, INC.," and the Party who is receiving the right to use the licensed property will be referred to as "LICENSEE." The individuals may be known collectively as the "Parties." All references to the Licensee and Licensor in this Agreement shall include, if relevant, the Parties' parent companies, affiliates, and subsidiaries.

The Parties agree to the following:

I. GRANT OF LICENSE

1. INNERVIEW ADVISORS, INC. owns the following property (the "Authored Work"):

InnerView Employee Recruitment Business Card containing specific benefits of employment within the company and industry as a whole; compelling marketing language to attract potential applicants, candidates, subcontractors, and/or employees; creative wording designed to appeal to the internal motivations of individuals outlining the benefits which may interest individuals to work with the Licensee's organization; Program overview and supporting meeting and training documents.

2. In accordance with this Agreement, INNERVIEW ADVISORS, INC. grants LICENSEE a non-exclusive license to use the Authored Work.

3. This License provides the limited right to reproduce, publicly display and distribute the Authored Work only for the agreed upon terms set forth in this Agreement and signed by both Parties. The Authored Work used for any purpose not directly related to these terms must be with the express written permission of the Licensor and may include the payment of additional fees unless otherwise agreed to in writing.

4. Licensee may use the Authored Work however they see fit, as long as their use is otherwise within the bounds of this Agreement.
5. INNERVIEW ADVISORS, INC. retains title and ownership of the Authored Work and derivative works will be assigned to Licensor by Licensee.

II. MODIFICATIONS

6. Licensee may not modify or change the authored work without prior written approval of the Licensor

III. DEFAULTS

7. In the event that Licensee fails to abide by the obligations of this Agreement the Licensor shall have the option to cancel this Agreement by providing 30 days' written notice to the Licensee.
8. The Licensee shall have the option to cure the default, if such corrective action is taken prior to the end of the time period stated above and if there are no other defaults during such time period.

IV. CONFIDENTIAL INFORMATION

9. The term "Confidential Information" refers to any and all information or materials that are proprietary to the Licensor, whether or not owned or developed by the Licensor, and which the Licensee may obtain through any direct or indirect contact with the Licensor or the Authored Works.
10. Regardless of whether specifically identified as confidential or proprietary, "Confidential Information" shall include any and all information provided by the Licensor concerning the business, technology, and information of the Licensor and any third party with which the Licensor deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code, object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and client lists. The nature of the information and the manner of the disclosure are such that a reasonable person would understand it to be confidential.

V. PROTECTION OF CONFIDENTIAL INFORMATION

11. LICENSEE understands and acknowledges that the Confidential Information has been developed or obtained by INNERVIEW ADVISORS, INC. by the investment of significant time, effort, and expense, and that the Confidential Information is a valuable, special, and unique asset of INNERVIEW ADVISORS, INC. which provides INNERVIEW ADVISORS, INC. with a significant competitive advantage, and needs to be protected from improper disclosure.
12. In consideration for the receipt by LICENSEE of any Confidential Information, LICENSEE agrees as follows:
 - a. Non-Disclosure: LICENSEE will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of INNERVIEW ADVISORS, INC.

b. No Copying or Modifying: LICENSEE will not copy or modify any Confidential Information without the prior written consent of INNERVIEW ADVISORS, INC.

c. Unauthorized Use: LICENSEE shall promptly advise INNERVIEW ADVISORS, INC. if LICENSEE becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

d. Application to Employees: LICENSEE shall not disclose any Confidential Information to any employees of LICENSEE, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement.

e. Damages: the parties recognize that due to the difficulty to ascertaining the extent of damages incurred by the non-breaching party, the parties consent to liquidated damages in the amount of \$2000 for each and every breach that remains uncured.

VI. NON-EXCLUSIVE LICENSE TO LICENSOR

13. As of the effective date, LICENSEE grants back to INNERVIEW ADVISORS, INC. a non-exclusive royalty free license to use the Authored Work as INNERVIEW ADVISORS, INC. sees fit, for the creation of derivative works.

14. This license back is only granted if and when the license shall not limit LICENSEE's rights and public rights under this License.

VII. WARRANTIES

15. Neither Party makes any warranties with respect to the use, sale, or other transfer of the Authored Work by the other Party or by any third-party, and LICENSEE accepts the product "AS IS."

16. In no event will INNERVIEW ADVISORS, INC. be responsible for direct, indirect, special, incidental, or consequential damages that are in any way related to LICENSEE's use of the Authored Work.

VIII. TRANSFER OF RIGHTS

17. This Agreement shall be binding on any successors of the Parties.

18. Neither Party shall have the right to assign its interests in this Agreement to any other Party, unless the prior written consent of the other Party is obtained.

IX. TERMINATION

19. This Agreement may be terminated by either Party by providing 30 days' written notice to the other Party.

X. ENTIRE AGREEMENT

20. This Agreement contains the entire Agreement between the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

XI. SEVERABILITY

21. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests.

22. If any provisions of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

23. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XII. AMENDMENT

24. This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.

XIII. WAIVER OF CONTRACTUAL RIGHTS

25. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XIV. APPLICABLE LAW

26. This Agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:



Signature of INNERVIEW ADVISORS, INC., LICENSOR

Arthur J. Snarzyk III

Printed Name

Date

Signature of LICENSEE

Printed Name

Date