

COLLABORATION AND SUBLICENSE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20_____, between LUNT CAPITAL MANAGEMENT, INC., a Utah corporation (“Lunt Capital”) and _____, a/n _____ (“7Twelve Partner”).

WHEREAS, Lunt Capital is the exclusive licensee of certain intellectual properties and know-how embodied in the 7Twelve[®] investment and portfolio methodology, including the techniques, business and investment methods, and related expertise more fully described in Exhibit A; and

WHEREAS, Lunt Capital offers certain products and services to professional financial advisors utilizing the 7Twelve[®] system; and

WHEREAS, 7Twelve Partner desires to subscribe to the 7Twelve[®] products and services, and in connection therewith to obtain certain mutually nonexclusive sublicense rights in and to the Licensed Technology pertaining to the 7Twelve[®] system as more fully set forth herein; and

WHEREAS, Lunt Capital, for good and valuable consideration, desires to provide the 7Twelve[®] products and services to 7Twelve Partner, and in connection therewith to sublicense to 7Twelve Partner certain rights in and to the Licensed Technology pertaining to the 7Twelve[®] system;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, Lunt Capital and 7Twelve Partner agree as follows:

1. Definitions. The following terms shall have the following meanings:

a. “Intellectual Property Rights” shall mean rights in, arising out of, or associated with the following as related to Licensor’s Strategic 7Twelve[®] Portfolio: all trademarks, trade-names, copyrights and all other rights corresponding thereto throughout the world (respectively, “Copyrights” and “Trademarks”).

b. “Licensed Technology” shall mean the intellectual properties and know-how embodied in the 7Twelve[®] investment and portfolio methodology, all as described in Exhibit A.

c. “Strategic 7Twelve[®] Portfolio” shall mean Lunt Capital’s 7Twelve[®] Portfolio model and Intellectual Property related thereto with respect to a static investment allocation into 7 asset classes using 12 positions.

2. Services; Subscription. Lunt Capital hereby grants to 7Twelve Partner (for use by 7Twelve Partner only, and not by any third parties, including but not limited to any partners, affiliates, agents or agencies, who are not also 7Twelve Partners) a subscription to use the 7Twelve[®] system, including the following services and products:

- a. Performance analytics by Lunt Capital for 7Twelve[®] and underlying asset classes;
- b. Talking points by Lunt Capital for 7Twelve[®] asset classes;
- c. Advisor-focused webinars by Lunt Capital;
- d. 7Twelve[®] marketing materials created by Lunt Capital;
- e. Updated exchange-traded fund tickers from Lunt Capital to implement 7Twelve[®];
- f. Updated Lunt Capital investment research;
- g. Use of the 7Twelve[®] registered trademark, as more fully set forth in paragraph 3;

Lunt Capital will share 7Twelve Partner's contact information with Dr. Craig L. Israelsen, creator of the 7Twelve[®] methodology. Dr. Israelsen, may, at his sole discretion, provide information and research in various forms, unrelated to this Agreement, to 7Twelve Partner. Any research or information provided by Dr. Israelsen is in no way connected to, endorsed by, or reviewed by Lunt Capital. 7Twelve[®] is a registered trademark owned by Craig L. Israelsen.

7Twelve Partner is solely responsible to review all subscription materials for the 7Twelve Partner's compliance requirements. 7Twelve Partner is solely responsible to ascertain the suitability of any information or materials provided for their prospects or clients.

3. Use of Licensed Technology.

a. Grant of Sublicense. In connection with the subscription granted to 7Twelve Partner herein, Lunt Capital hereby grants to 7Twelve Partner a non-exclusive, non-transferable, limited sublicense to use the Licensed Technology, subject to Lunt Capital's prior approval as to the placement of any copyrighted or trademarked items. 7Twelve Partner shall not modify, copy, or create derivative works based on the Licensed Technology without the prior written consent of Lunt Capital, nor shall 7Twelve Partner be entitled to sublicense the Licensed Technology, or any derivative thereof, to any third party. The sublicense shall be limited to use by 7Twelve Partner only, and not by any third parties, including but not limited to partners, affiliates, agents or agencies, who are not also 7Twelve Partners. In no event shall 7Twelve Partner use the name "7Twelve[®]" or any similar name in the name of its firm or business.

b. Quality; Legal Compliance. 7Twelve Partner agrees that its use of the Licensed Technology shall be of the highest industry standards and of such style, appearance, and quality as to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Licensed Technology and the goodwill pertaining thereto, that the Licensed Technology will be advertised, sold, and provided in accordance with all applicable federal, state, and local laws, and shall not reflect adversely upon the good name of Lunt Capital or the Licensed Technology. Lunt

Capital shall have the right to require from time to time that the 7Twelve Partner submit samples of 7Twelve Partner's marketing of its Licensed Technology to Lunt Capital for inspection and approval.

c. Discontinuance of Use. On or before the expiration or earlier termination of this Agreement, and forever thereafter, 7Twelve Partner shall cease any and all use of the Licensed Technology, or anything deemed by Lunt Capital to be confusingly similar thereto.

4. Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date this Agreement is executed by both parties, and shall thereafter automatically renew for successive one (1) year periods unless (a) either party shall give written notice of termination to the other party no less than thirty (30) days prior to the scheduled renewal date, or (b) this Agreement is terminated pursuant to paragraph 7.

5. Subscription and Sublicense Fees. 7Twelve Partners shall pay to Lunt Capital an annual, nonrefundable subscription and sublicense fees (the "Fees") of \$1,200.00. The Fees shall be due upon execution of this Agreement, and annually on each anniversary thereafter; provided, however, that 7Twelve Partner may elect to pay the Fees in equal monthly or quarterly installments.

6. Ownership. 7Twelve Partner acknowledges that Lunt Capital holds the exclusive license to all intellectual property rights in and to the Licensed Technology. Notwithstanding any provision in this Agreement to the contrary, Lunt Capital shall retain all right, title, and interest in and to the Licensed Technology, and none of owner's nor Lunt Capital's rights in the Licensed Technology shall transfer to 7Twelve Partner. 7Twelve Partner agrees not to contest, or aid others in contesting, either directly or indirectly, the validity of, or title to, the owner's nor Lunt Capital's rights in the Licensed Technology. 7Twelve Partner shall not register or attempt to register the Licensed Technology or take any action to establish in its own name (or in the name of any third party) any rights, title, or interest in or to the Licensed Technology (alone or in combination with anything else) or anything confusingly similar thereto. Any and all such registrations, applications, rights, interest and title shall be deemed irrevocably assigned in their entirety to Lunt Capital, and 7Twelve Partner shall execute such assignments and documents as reasonably requested by Lunt Capital to evidence (and, if necessary, to effect) such assignments. Any use of the Licensed Technology by 7Twelve Partner in accordance with this Agreement shall inure to the benefit of Lunt Capital, and this Agreement shall not operate to transfer or convey any proprietary interests in the Licensed Technology to 7Twelve Partner.

7. Termination.

a. Either party may terminate this Agreement by providing the other party written notice of termination no less than thirty (30) days prior to the annual renewal date.

b. Lunt Capital may terminate this Agreement, and all rights granted hereunder, in the event 7Twelve Partner (a) fails to cure any default within thirty (30) days after written notice, (b) makes any assignment of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or (c) is

adjudged in any legal proceeding to be in either a voluntary or involuntary bankruptcy. Lunt Capital's rights and remedies hereunder are not exclusive.

c. 7Twelve Partner shall provide copies of any written notices received from the SEC, FINRA, or any state or other regulatory body, related to inspections or examinations performed by the regulatory body, to Lunt Capital within 30 days of receipt thereof. Lunt Capital may terminate this Agreement at any time for any findings it deems undesirable, at its sole discretion.

8. General Provisions.

a. Successors and Assigns. This Agreement shall not be assignable by 7Twelve Partner, in whole or in part, without the express prior written consent of Lunt Capital. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

b. Relationship of Parties. Nothing herein shall be construed to place the parties in a relationship of partners or joint ventures, and neither party shall be deemed an agent of the other, nor shall either party have the power to obligate or bind the other in any manner whatsoever. Lunt Capital does not endorse 7Twelve Partner in any way, and neither this Agreement nor 7Twelve Partner's use of the Licensed Technology or subscription constitutes an endorsement of 7Twelve Partner by Lunt Capital.

c. Waiver. None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of the rights under this Agreement shall not be deemed a continuing waiver or modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of such rights.

d. Severability. The finding by any court that a provision of this Agreement is invalid shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which provisions shall continue to remain in full force and effect at the sole discretion of Lunt Capital.

e. Choice of Law. The terms of this Agreement shall be in all respects governed by the laws of the State of Utah, including that state's rules on conflict or choice of laws which would apply the substantive law of another jurisdiction. Any actions under this Agreement shall be brought only in the state and federal courts in Salt Lake City, Utah, and the parties hereby submit to the jurisdiction of said courts.

f. Attorney Fees. In the event of default by any party hereto, the defaulting party shall pay all costs and expenses of each other party, including a reasonable attorney's fee, which may be incurred by such other party in enforcing its rights and remedies resulting from such default.

g. Entire Agreement. It is expressly understood that this Agreement and the documents referred to herein, constitute the entire agreement of the parties hereto with

respect to the subject matter hereof. Any and all prior understandings or commitments of any kind, oral or written, pertaining thereto are hereby canceled. No person, firm, group or corporation other than 7Twelve Partner and Lunt Capital shall be deemed to have acquired any rights by reason of anything contained in this Agreement.

9. Disclaimer of Warranties. Lunt Capital makes no representations nor warranties whatsoever as to the Licensed Technology, and specifically does not guaranty performance or return on investment for 7Twelve Partner or its clients. The disclaimers set forth at <http://www.luntcapital.com/disclosures> are incorporated herein in their entirety.

10. Limitation of Liability. 7Twelve Partner's sole, exclusive and entire remedy for any breach of this Agreement by Lunt Capital shall be a refund of Fees for the remaining paid months as calculated from the date on which Lunt Capital's liability arose. In no event will Lunt Capital's aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the amounts actually paid by 7Twelve Partner to Lunt Capital under this Agreement, even if Lunt Capital has been advised of the possibility of such damages.

IN WITNESS WHEREOF, Lunt Capital and 7Twelve Partner have executed this Agreement as of the date written above.

“LUNT CAPITAL”

“7TWELVE PARTNER”

LUNT CAPITAL MANAGEMENT, INC.

By:_____

By:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

EXHIBIT A

Licensed Property

7Twelve® is a multi-asset balanced portfolio. Unlike a traditional two-asset 60/40 balanced fund, the 7Twelve® balanced strategy utilizes multiple asset classes to enhance performance and reduce risk.

The 7 of 7Twelve® represents the suggested number of asset classes to include in your portfolio. The Twelve represents the 12 separate mutual funds or exchange traded products to fully represent the 7 asset classes in your 7Twelve® portfolio.

Each mutual fund or ETF (or "sub-asset") in the 7Twelve® strategy is equally weighted, meaning that each fund represents 1/12th of the portfolio.

