Sheridan Options Mentoring Corporation Program Agreement

PLEASE READ THIS PROGRAM LICENSE AGREEMENT ("Agreement") CAREFULLY. YOU ARE ACKNOWLEDGING YOUR ACCEPTANCE OF ITS TERMS AND CONDITIONS BY YOUR PURCHASE OF THE PROGRAM (“Program”).

YOUR RIGHT TO REGISTER FOR AND USE THE PROGRAM IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. COMPLETION OF YOUR REGISTRATION FOR THE PROGRAM CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT REGISTER FOR THE PROGRAM.

1. Terms and Conditions
Upon payment in full of the applicable fee, you are entitled to the following: (a) One (1) attendance to the applicable Program(s); (b) a Password is issued in the name of the individual purchasing and executing this Agreement, or in the case of a business or corporate purchaser, the name of the employee who will be using the services provided for herein (the "Subscriber" and/or "you"); and (c) a non-exclusive, limited license to access the applicable Program(s) chosen by the Subscriber.

By purchasing the Program(s), you agree to be bound by the terms and conditions of this agreement. Options involve risk. Before you can buy or sell an option, you must receive a copy of Characteristics and Risks of Standardized Options. This brochure is available through your broker or through the Chicago Board Options Exchange (www.cboe.com). You will require a broker who is licensed to trade options, and you must meet suitability requirements. Before trading with any broker, you should review the available information found on the web sites of the Securities and Exchange Commission (www.sec.gov) and the National Association of Securities Dealers (www.nasd.com), where you can also find information on investing wisely. Sheridan encourages you to do your own analysis prior to executing any trade. Sheridan Options Mentoring Corporation does not warrant nor guarantee the success of any statement or Program provided by Sheridan, its resellers, or its licensors. The Program(s) shall not and must not be considered personalized investment or trading advice to buy, hold or sell securities. Trading and investing in securities involves risk, and you must consider the risk and tax implications prior to entering into any investment or trade.

2. License Grant and Restrictions
Sheridan Options Mentoring Corporation (“Sheridan”) hereby grants to the Purchaser a non-exclusive, non-transferable, limited license to access, view and use online, and to download or print for your personal use only, one (1) copy of the Program(s) for which you are registering and paying the applicable fee. You may not make any additional copies of the Program(s), in whole or in part, in any format (i.e., print or electronic form), or transfer, loan, lease, or otherwise distribute in any manner any part of the Program(s) to a third party. You may not modify or create derivative works from the Program(s) or related materials.

3. Ownership
Except for the limited license expressly granted to you under this Agreement, Sheridan, its resellers and its licensors retain all right, title and interest in and to the Program(s), including any authorized copies and all related materials. It shall be a violation of this Agreement if you remove any copyright or other proprietary rights notices from the Program(s).

4. Representations of Subscriber, Licensee
By purchasing Program(s) hereto, you are entering into this Agreement. You represent and warrant that (a) all information you supply during the registration process for each purchase is true, accurate, current and complete; (b) you will not register under the name of, nor attempt to enter or use in any way, a Program(s) granted to another person, business or corporation; (c) if the Purchaser is a business or corporation, the

© Copyright Sheridan Options Mentoring Corporation

person entering into this Agreement is authorized to do so; (d) you will not disclose your Password to any third parties and will notify Sheridan at mentor@optionvue.com of any known or suspected unauthorized use of your Password or rights granted under this Agreement; and (e) you will be responsible for any and all use of your purchase and Program(s) whether or not such access and use is authorized by you, and you will indemnify and hold Sheridan, its resellers and its licensors harmless with respect to any such authorized or unauthorized access and use.

5. Reservation of Rights
Sheridan reserves the right, from time to time during the term of this Agreement, to (a) add to or delete from the Program(s) offered; (b) discontinue any particular Program or Program(s); (c) amend this Agreement by making such amended Agreement public, and (d) disclose Continuing Professional Education information to the appropriate reporting agencies. You are acknowledging and agree to be bound by the terms of such amended Agreement after the making public of such amended Agreement and thereby agree to be bound by the terms of such amended Agreement. If you do not agree to be bound by the terms of such amended Agreement, do not log in to your Program(s) and contact Sheridan by electronic mail addressed to mentor@optionvue.com or in writing.

6. Refund Policy
Sheridan will refund your paid Program(s) fee if you have registered for the Program(s) and found it unsatisfactory, provided that your refund request is submitted by electronic mail and addressed to mentor@optionvue.com or in writing prior to obtaining access to the 5th recorded eClass Training Session or by 11:59 am on the first Friday from the start of the mentoring program, whichever occurs first.

7. Termination of this Agreement
Sheridan may terminate this Agreement at any time, without notice to you, if you breach the terms of this Agreement. Upon such termination, all rights granted to you by virtue of this Agreement will immediately terminate and Sheridan may immediately disable your Password and terminate all of your rights granted hereunder. Further, in the event of such termination by Sheridan, you agree to indemnify and hold Sheridan harmless from and against any claims arising out of the termination of this Agreement. Finally, in the event of such termination arising out of a breach of your obligations hereunder, you acknowledge and agree that you are not entitled to any refund of Program fee(s) paid and that Sheridan may be irreparably damaged and, as a result, shall be entitled to injunctive relief, as well as any other relief, at law or in equity.

8. Transferability
Each Program(s), including those issued to business or corporate users, is personal to the Purchaser or Program(s) user and non-transferable, without the express written consent of Sheridan. You may not assign, transfer or sublicense this Agreement, or any of the rights arising therefrom, in whole or in part, whether by operation of law or otherwise, to any third party, except with Sheridan' express written consent. Sheridan may transfer or assign this Agreement, at its sole discretion.

9. DISCLAIMER OF WARRANTIES.
IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SHERIDAN, ITS RESELLERS, AND ITS LICENSORS PROVIDE ALL PROGRAMS AND RELATED MATERIALS "AS IS", WITHOUT ANY GUARANTIES OR WARRANTIES THAT THE COURSES AND RELATED MATERIALS ARE ERROR-FREE, AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. Neither Sheridan nor its resellers nor its licensors shall be obligated, accountable or liable to you or any third party for any trading losses or damages of any kind whatsoever, including, but not limited to, direct, indirect, special or consequential in connection with this Agreement, the termination of same, your Purchases, or of your access to, or use of, the Programs in whole or in part.

© Copyright Sheridan Options Mentoring Corporation

10. LIMITATION OF LIABILITY.
IN NO EVENT SHALL SHERIDAN OR ITS RESELLERS OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY TRADING LOSSES OR FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE PROGRAM(S) OR RELATED MATERIALS, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF SHERIDAN OR ITS RESELLERS OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE AFORESAID, IF ANY LIABILITY IS IMPOSED ON SHERIDAN OR ITS RESELLERS OR ITS LICENSORS OR SUPPLIERS, SHERIDAN' AND ITS RESELLERS' OR ITS LICENSORS' OR SUPPLIERS' TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SUBSCRIPTION OR COURSE(S), WHICHEVER IS LESS.

11. General
(a) This Agreement is governed and shall be construed in accordance with the laws of the State of Illinois, excluding its choice of law rules, and the Subscriber, by entering into this Agreement and availing himself of the rights granted hereunder, submits to the jurisdiction of the State of Illinois with regard to any dispute or controversy arising therefrom; (b) this Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between Sheridan and you concerning the Agreement or the Program; (c) failure or delay in enforcing any right or provision of this Agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach; (d) if any provision of this Agreement shall be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect; (e) any dispute between the Subscriber and Sheridan that arises out of this Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association located in Chicago, Illinois and/or the Chicago metropolitan area; and (f) all of the terms of this Agreement that by their nature survive termination of this Agreement, including without limitation, all payment obligations, warranty disclaimers and limitations of liability, will continue in full force and effect after the termination of this Agreement.

If you do not understand all of the terms set forth herein, please consult with an attorney before proceeding further as this is a legally binding contract.

© Copyright Sheridan Options Mentoring Corporation