

PUBLISHING AGREEMENT

This Agreement ("Agreement") is made as of August 1, 2015, by and between John J. Scroggin (the "Author"), and The National Underwriter Company, an Ohio corporation (the "Publisher").

The Author has agreed to contribute to the fifth edition of a previously published work entitled the *Tools and Techniques of Income Tax Planning* (the "Publication"). Both parties want to provide for the publication and sale of this work.

Therefore, in consideration of the mutual warranties, representations and covenants stated herein, the parties agree as follows:

I. Delivery of Manuscript

1.1 The Author will deliver to the Publisher three sections for the fifth edition of *Tools and Techniques of Income Tax Planning*. Each section shall be approximately 20 pages in length on the following topics (the "Work") in a form ready for editorial review.

(a) By December 1, 2015: Income Tax Basis Planning and Income Tax Planning for Clients with Shorter Life Expectancies and

(b) By April 1, 2016: Income Tax Planning for Trusts and Estates.

II. Editorial Review

2.1 The Publisher agrees not to make any material changes in the manuscript without consulting the Author, although the Publisher may make routine editorial changes in the manuscript without consulting the Author. After such consultation, the Publisher shall retain final authority as to the final edit of the Work.

2.2 Notwithstanding Section 2.1, the Author will revise or cause to be revised any part or parts of the Work (a) which in the opinion of the Publisher are libelous, infringe any third party's proprietary rights, or are otherwise actionable, of unclear legality or in questionable taste, or (b) which are deemed by the Publisher to be out of date. In the event Author fails to timely make such changes, the Publisher may make such revisions as it deems appropriate.

2.3 If, at any future time, in the opinion of the Publisher, the marketability of the Work will be increased by a revision, and if the Author is then deceased, or, upon being requested to do so, is unable or unwilling to make the revision(s) under the terms of this Agreement, the Publisher shall have the right to make such revision(s) or to employ another author to make them. In either such case, any such revised publication shall be considered a new work (although it may still bear the original Author's name) which shall not be subject to any royalty payment under this Agreement and Author shall have no interest in such work.

2.4 The Author will review, correct and promptly return all galley or page proofs submitted for proofing. If the Author fails to return such proofs within the time reasonably

designated by the Publisher, the Author will be deemed to have approved such proofs and the Publisher may proceed with the printing process.

III. Publication and Sale

3.1 The Publisher will print, bind, publish and promote the sale of the Work, at its own expense, in such style or styles as the Publisher deems best suited for marketing the Work, at prices established from time to time by the Publisher. This publication will be made within a reasonable time from submission of the final manuscript unless delayed by strikes, fires, floods, unavailability of materials or labor, changes in regulatory or business matters impacting the relevance and marketability of the Work, delays by the Author or other circumstances beyond the reasonable control of the Publisher.

3.2 The Publisher will use commercially reasonable efforts to sell the Work.

3.3 The Author will cooperate with the Publisher when requested in matters incident to the publication or sale of the Work, but not to an extent requiring any financial expense or unreasonable amount of time. The Author will answer as far as is reasonably possible, communications from purchasers of the Work directed to the Author or to the Publisher and referred to the Author, but only to the extent that this does not require unreasonable time and expense.

3.4 The Publisher will provide to the Author, free of charge, ten (10) copies of the Work upon its publication. The Publisher will sell to the Author copies of the Work for the Author's own use (and not for the purpose of resale) at one-half of the current catalogue retail minimum order price thereof. No royalties are payable on copies sold to the Author under this section.

IV. Copyright

4.1 The Author grants a non-exclusive, irrevocable license in and to the copyright to the Work, including all rights to reproduce, print, publish, display, distribute, license and vend the Work and any and all revisions thereof, or derivative works produced for Publisher in accordance with this Agreement, to the Publisher. The Author shall retain the right to use the Work or derivative work for his own purposes, including without limitation, in other articles, speeches, handouts and publications.

4.2 The Publisher assumes responsibility for all measures necessary and proper to obtain copyright protection for the Publication in the United States and in such other countries as the Publisher, in its sole discretion, considers necessary or appropriate and the Author agrees to cooperate with the Publisher to execute any documents or other instruments as the Publisher may reasonably request. Every such copyright for the Publication will be obtained in the name of the Publisher, or will be assigned by the Author to the Publisher, if it is impossible or impractical for

the copyright to be obtained in the name of the Publisher. All copyright notices for the Publication will be issued in the name of the Publisher.

4.3 The writings that are the subject matter of this Agreement, and all Author's literary property interest therein and the Publisher may use them in any way with credit to the Author. This includes all of the Author's property interest in any revisions made pursuant to the terms of Section 2.3, above, except that the revised publications will appropriately disclose that the revised work is no longer exclusively that of the Author. The Author hereby grants the Publisher a fully paid-up license to use its name, biographical data and photographs in the publication and promotion of the sale of the Work and any revised work. The Author warrants that the biographical data supplied to the Publisher will be accurate and no consent by any third party will be required to publish same.

4.4 Any type, plates, negatives, transcripts, floppy disk, and any other tangible or machine-readable medium now known or hereafter devised which is used by the Publisher in the publication of the Work for the Publication shall be the property of the Publisher.

4.5 At the request of the Publisher, the Author will execute and deliver all instruments and writings which may be necessary or proper to carry out and effectuate this Agreement and to vest in the Publisher the rights granted by this Agreement.

4.6 The Publisher shall have sole authority to enforce the copyright of the Work for the Publication, including the right to bring any action for infringement and to compromise or settle any claim for infringement. In the course of enforcing these rights or of compromising or settling any claims related thereto by the Publisher, the Author agrees to fully cooperate with the Publisher and to execute any documents related thereto as requested by the Publisher. If any recovery is made upon any claim or settlement of any claim for infringement by the Publisher, after offset for the full costs to the Publisher of asserting such claim, the balance, if any, shall be allocated between the Publisher and the Author on the basis of the royalty provisions contained in Article VI.

V. Warranties of Author

5.1 The Author warrants to the Publisher that the Author is the sole creator of the Work, that the Work is original with the Author, that the Author is the sole owner of all rights granted to the Publisher by this Agreement,

5.2 In addition, the Author warrants that the Work does not violate any right of privacy of any third party, that it is not libelous or obscene, that it does not infringe upon any statutory or common law copyright, , and that the Work and the use of any materials by the Author in the course of preparing the Work do not violate the proprietary rights of any third party.

VI. Royalty Payments

6.1 The Publisher agrees to pay the Author a royalty for each copy of the Work sold by Publisher as follows:

A. Except as otherwise provided by this Agreement, a royalty of 2.5% will be paid on the Publisher's net selling price for each copy of the Work sold.

B. No royalty shall be paid on copies (i) furnished to the Author pursuant to Section 3.4, above, (ii) furnished without charge for review, advertising, sample, premium or like purposes, or (iii) used for internal purposes by the Publisher or distributed for any other use where payment is not received by the Publisher.

C. If at any time after two years from the initial release of the Work the Publisher has on hand a larger stock of the Work than it deems justified by the current demand and rate of sales, it shall have the right to liquidate such surplus stock at any price that it can obtain. No royalties shall be paid on copies of the Work sold under the provisions of this paragraph unless the price obtained shall exceed the Publisher's cost of manufacture as shown on its books (defined as all direct and indirect printing and publishing expenses, but before any allocation of general and administrative expense), in which case the royalty shall be computed on the excess of the sale price over the cost of manufacture.

D. No royalty shall be paid on copies returned.

E. The Publisher may create a derivative work from the Work in the form of instructional training course materials (the "Course Materials"). The Course Materials may consist of more than one component and may be in differing media. If Publisher proceeds to publish such Course Materials, Publisher agrees to pay the Author a royalty of 2% on the Publisher's net selling price for each copy of the Course Materials sold by the Publisher. The determination of net selling price and the payment of royalties on the Course Materials shall be governed by Article VI on the same terms as apply to sales of the Work. All rights in the Course Materials belong to the Publisher and the Author's warranties apply only to the extent the Course Materials incorporate the Work or are derivative thereof.

6.2 The Publisher shall render to the Author, as of June 30 and December 31 of each year, a report containing a complete and accurate statement of the net copies of the Work sold by the Publisher during the preceding six month period. This report will be sent to the Author within 30 days of the date the Publisher's books for such period are closed, but the failure of the Publisher to render a report to the Author on the day it is due will not give the Author the right to

terminate this Agreement and the Author will have no claim for damages or interest against the Publisher unless such report is more than 90 days past due.

6.3 All royalties shall be payable with the issuance of the Publisher's report for the applicable reporting period.

6.4 Upon 30 days notice to the Publisher, the Publisher will allow the Author, or an agent or accountant authorized by the Author, at any time during the Publisher's business hours, access to any account books of the Publisher which relate to the Work and sales thereof during the prior two calendar years for the sole purpose of verifying the Publisher's statement of royalties. The Author may conduct no more than one such review during any twelve month period and shall complete any such review within a reasonable time. Such review shall be conducted by the Author at the Author's sole expense. Statements not reviewed within the time period as authorized shall be deemed accepted and shall thereafter not be subject to adjustment or challenge by either party. All information obtained in such review shall be treated by the Author and any representatives of the Author as confidential and shall not be disclosed publicly or used for any other commercial purpose.

6.5 Publisher's net selling price for those copies of Works distributed through third parties, whether in print, electronic medium, or otherwise, shall be based on the amount received by the Publisher from such third party. In no event will the amount upon which any royalty payment is computed include any itemized charge for transportation, shipping, shipping and handling or any similar charge or any amount charged for any sales, use, gross receipts or excise tax or duty. In the event the Work is sold in combination with other products of the Publisher under an unallocated package price, the net selling price of the Work sold as part of such combination shall be determined by allocating the package price to all included products based on the ratio of their separate current catalog prices to the combined package price, provided that if such allocation method is impracticable or inappropriate due to the products and/or media involved or any republication as part of a collective work, Publisher may substitute one or more alternative allocation methods as it deems appropriate.

VII. Termination and Cancellation

7.1 If at any time the Publisher is of the opinion that the Work contains matter which could be considered libelous, an infringement of any third party's proprietary rights, or otherwise actionable or of unclear legality, or if the Author fails to perform any obligations imposed on the Author under this Agreement within 30 days after having been given written demand, then the Publisher may elect to terminate this Agreement and shall notify the Author of such termination. Such termination will not, however, excuse any existing breach of this Agreement by the Author and the Publisher shall retain all rights to damages or other relief allowed by law or equity in connection with the failure of the Author to perform any obligations under this Agreement.

7.2 If the Publisher shall discontinue its book and/or manual publication business, then the Author may terminate this Agreement 60 days after giving notice in writing to the Publisher. Upon such termination of this Agreement, the exclusive right to print, publish and vend the Work shall immediately revert to and vest in the Author, and the Publisher shall immediately assign all copyrights thereon to the Author by proper and sufficient instrument or instruments of assignment, without payment or compensation to the Publisher; and the Author shall have the right and option (to be exercised within three months after such termination) to purchase all unsold copies of said work which the Publisher then owns, at a fair price to be agreed upon by the parties. No royalties shall be paid to the Author on such sale. If the Author does not buy all unsold copies of the Work, the Publisher shall have the right to retain and to advertise, vend and sell subject to the terms of this Agreement all such copies not purchased by the Author. In such event, royalties due the Author on sales of the Work shall be computed on the basis specified in Section 6.1.C., above. If the parties are unable to agree on a fair price for any unsold copies, then the matter shall be settled by arbitration held in Cincinnati, Ohio in accordance with the rules then in force of the American Arbitration Association, with the expenses of the arbitrator to be divided equally between the parties.

7.3 If at any time after one year from the date of first publication of the Work under this Agreement, the Publisher is of the opinion that the public demand does not justify continued publication or if changes in condition shall, in the Publisher's sole judgment, make the continued publication of the Work unprofitable, or if at any time the mechanical properties used in the production process of the printed Work are destroyed by fire or other casualty, the Publisher shall have the right to cancel this Agreement on 60 days written notice to the Author and to sell any remaining inventory of the Work at any price the Publisher may set. In such event, royalties due the Author on sales of the Work shall be computed on the basis specified in Section 6.1.C., above. In such event, upon the request of the Author, the Publisher will transfer all of its rights in the Work to the Author.

7.4 Notwithstanding any other provision hereof, this Agreement will automatically terminate upon the exercise by the Author or the Author's heirs of any statutory rights to terminate the grant of copyright made under this Agreement.

VIII. Miscellaneous

9.1 This instrument contains the entire agreement between the Author and the Publisher with respect to the subject matter of this Agreement, and any other understandings between the parties with respect to the subject matter of this Agreement not contained in this instrument are hereby superseded. Any of the terms and conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof without affecting the other terms and conditions of this Agreement. Any waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach. This Agreement may only be amended or modified in a writing signed by both parties.

9.2 This Agreement shall inure to and be binding upon the executors, administrators and assigns of the Author and upon the successors and assigns of the Publisher. This Agreement may not be assigned by the Author without the prior written consent of the Publisher which the Publisher shall be under no obligation to give due to the nature of the Author's services; provided that the Royalties shall inure to the benefit of Author's estate. This Agreement may not be assigned by the Publisher, without the prior written consent of the Author, which shall not be unreasonably withheld, except to a successor of the book and/or manual publication business of the Publisher.

9.3 Nothing expressed or implied herein is intended or shall be construed as conferring upon any person, firm or corporation, other than the Publisher and the Author, any right or remedy under this Agreement or in any way based on this Agreement. To the extent the Author employs an agent or any representative or advisor, the Author is solely responsible for any expenses of or compensation due such entity.

9.4 This Agreement will be deemed to have been made at Erlanger, Kentucky and will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

9.5 All notices, requests and demands under this Agreement shall be in writing and shall be deemed to have been given if delivered in person or five business days after being sent by certified mail, postage prepaid, or one business day after having been sent by overnight courier service as follows or to such other address as a party may designate by proper notice to the other:

If to Publisher:

The National Underwriter Company
Attention: Editorial Director
5081 Olympic Blvd.
Erlanger, KY 41018

If to Author: FIT, Inc.

647 Mimosa Boulevard
Roswell, GA 30075

provided that the semi-annual reports of sales and royalty remittances may be sent to the Author by ordinary first-class mail.

9.6 Notwithstanding any other provision of this Agreement to the contrary, the Publisher hereby grants to Author a fully paid up, perpetual, nonexclusive license to use extracts from the Work (i) in speeches, seminars, course presentations or similar instructional forums, including use in verbal presentations and written materials related thereto, (ii) in articles for publication in newspapers, magazines, journals or other periodicals, and (iii) in audio or video

tapes of instructional programs or of any of the seminar or similar presentations permitted under item (i) herein, including the right to grant sublicenses with respect to such permitted republications. This license does not extend to the publication of a book or similar text, whether in print, electronic or other form, nor does it extend to the publication of an independent work or a compilation containing chapters of the Work substantially intact. Rather, the object of this license is to grant the Author the right to make only derivative works which are not directly competitive with the Work and the rights granted under this section are to be construed consistently with this object.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date stated above.

AUTHOR:

**THE NATIONAL UNDERWRITER
COMPANY**

By:  _____
Editorial Director

January 7, 1952
(Date of Birth)

USA
(Country of Citizenship)

(Federal Tax ID No.)