

SETTLEMENT AGREEMENT – TRADEMARK DISPUTE

This Settlement Agreement (“Agreement”) is entered into and effective as of the ____ day of March, 2013 (“Effective Date”) by and between Financial Whizzes Fund Advisors LP, a Delaware limited partnership having a place of business at 123 Main Street, Anytown, Any State (“Financial Whizzes”); and, Financial Genius Fiduciary Wealth LLC (“FGLLC,” formerly known as Financial Whizzes Wealth Management LLC (“FGLLC”)), a New York limited liability company having a place of business at 123 Main Street, Anytown, Any State and Financial Genius, an individual having a residence address in the State of New York and the sole member of FWLLC and FGLLC (collectively, “FG”).

WHEREAS, Financial Whizzes is the exclusive owner of valid and enforceable rights under its Marks and Registrations (collectively, “Financial Whizzes Trademark Rights,” as identified in Exhibit A, which is attached hereto and incorporated by reference herein), and the domain name www.FinancialWhizzes.com (together with the website associated therewith), each and all for use in connection with, inter alia, investment management services and related products and services (“Services”);

WHEREAS, FW offered investment management services and other related products and services in New York and in interstate commerce in connection with and under the expression “Financial Whizzes Wealth Management” in connection with providing investment management services and related products and services; and has used and owns the www.FinancialWhizzeswealthmanagement.com domain name (“Domain Name”) in connection with a website that solicited investment management services and related products and services (collectively, “FW Expressions”);

WHEREAS, Financial Whizzes has demanded that FG cease and desist from use of the FW Expressions and any other expression confusingly similar to the Financial Whizzes Trademark Rights, including as a corporate, company, domain or trade name, or otherwise in connection with investment management or related services; and

WHEREAS, the parties wish to amicably resolve their differences and avoid conflict in the future.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, FG and Financial Whizzes, intending to be legally bound, hereby agree as follows:

1. Each of the foregoing clauses is a material part of this Agreement and is expressly incorporated by reference as though fully set forth herein.
2. FG acknowledges Financial Whizzes’s rights, title, and interest in, to, and under the Financial Whizzes Trademark Rights.
3. FG, and any of its affiliates, subsidiaries, parent companies, or any of their respective permitted successors, and assigns, shall not challenge, oppose, or take any action with respect to Financial Whizzes’s rights in, to, or under the Financial Whizzes Trademark Rights

4. Upon execution of this Agreement by all parties, FG and any of its members, officers, directors, affiliates, subsidiaries, parent companies, or any of their respective permitted successors and assigns, shall immediately and forever cease and desist from any and all use of the FW Expressions and any other expression similar to the Financial Whizzes Trademark Rights in connection with investment management services and related products and services, as a corporate, company, domain or trade name, trademark, service mark or otherwise, directly or in connection with any third party; provided that, for a limited period of thirty (30) days from the Effective Date (“Transition Period”), FG may continue to operate its business under the FW Expressions, subject to immediately undertaking the necessary actions in order to timely complete the following tasks prior to the expiration of the Transition Period and provide written confirmation and documentary evidence of completing such tasks to Financial Whizzes:

(a) to the extent FG has used or is using the FW Expressions as corporate, company, domain or trade names, trademarks, service marks or otherwise, adopt such new names and marks that are not confusingly similar to the Financial Whizzes Trademark Rights, register such new names and marks with all applicable registration or governmental authorities and notify all present, past and potential clients of such new names and marks;

(b) expressly abandon ownership and use of the FW Expressions with all applicable registration or governmental authorities; and

(c) destroy any and all advertising materials, signs, products, packaging, promotional catalogs, and any other items, regardless of medium or form, bearing the FW Expressions that are under FG’s possession, custody or control.

5. Upon execution of this Agreement and subject to FG’s continued performance of all obligations and compliance with the terms of this Agreement, Financial Whizzes will not take any action against FG and hereby releases FG from any claims Financial Whizzes has or may have had in connection with FG’s use of the FW Expressions prior to the Effective Date or FG’s use of the FW Expressions during the Transition Period, as permitted pursuant to this Agreement.

6. FG shall cooperate and consult with Financial Whizzes in good faith should future conditions or developments suggest to Financial Whizzes the possibility that any of FG’s corporate, company, domain or trade names, trademarks or service marks might be likely to be confused with the Marks or Registrations under the Financial Whizzes Trademark Rights or any other trademarks, service marks, or any other expressions owned or used by Financial Whizzes with the view to insure that there can be no substantial likelihood of confusion between the parties’ respective marks and expressions. FG shall execute any further agreements, consents or other documents which may be reasonably necessary to carry out the spirit and intent of this Agreement.

7. Each party acknowledges and agrees that any actual or threatened violation or breach by FG of its obligations under this Agreement may result in irreparable harm to Financial Whizzes for which remedies other than injunctive relief may be inadequate, and that Financial Whizzes shall be entitled to receive from a court of competent jurisdiction temporary or permanent injunctive or other equitable relief to restrain such unauthorized acts in addition to

other appropriate remedies without the necessity of proving damages or posting bond, which both parties hereby waive. Neither party's rights hereunder shall in any way be construed to limit or restrict its right to seek or obtain other damages or relief under this Agreement or under applicable law, but shall be in addition to all other remedies available at law or in equity.

8. Any notice made in accordance with this Agreement shall be in writing and sent prepaid by certified mail or by overnight express mail or courier to the respective party at the address indicated in the preamble above (addressed to the attention of the "Legal Department" with respect to notices sent to Financial Whizzes). The date of notice shall be the date of delivery or the date that delivery is refused.

9. This Agreement shall be binding upon and inure to the benefit of the parties their respective officers, directors, employees, members, successors, legal representatives, affiliates, subsidiaries, licensees and assigns, and any corporation or partnership that owns or controls, or is owned or controlled by either party. Each party shall bear their own respective costs associated with the undertakings set forth in this Agreement.

10. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Any, without reference to any principles of conflicts of laws.

11. To the extent not prohibited by law, the parties expressly waive any right to a trial by jury in any action to enforce or defend any rights or remedies under this Agreement and agree that any such action shall be tried before a court and not before a jury. Each party, to the extent it may lawfully do so, hereby submits to the jurisdiction of the courts of the County of Any, State of Any and the United States District Court for the Western District of Any, as well as to the jurisdiction of all courts from which an appeal may be taken or other review sought from the aforesaid courts, for the purpose of any action or other proceeding arising out of such party's obligations under or with respect to this Agreement, and expressly waives any and all objections it may have as to venue or forum non-conveniens or any similar rules or doctrines.

12. This Agreement contains the entire agreement between the parties with respect to the matters specified herein, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. This Agreement may not be amended except by a written amendment executed by the parties. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

13. The parties will keep this Agreement and its terms and provisions confidential and will only disclose the same in the context of a dispute between them or if compelled by law, regulatory or judicial process to do so, provided that, in the event of disclosure, each party shall use its best efforts to make such disclosure under the terms of a protective order or confidentiality agreement prohibiting further disclosure of the relevant information and materials. Notwithstanding the foregoing, in the event that either of the parties hereto, their respective subsidiaries, affiliates, legal representatives, successors and/or assigns qualify as a reporting company under the Securities Exchange Act of 1934 or similar act or law, such party may make any public disclosures or releases regarding the execution, delivery, performance or

terms of this Agreement that it determines, in its sole reasonable discretion, are necessary or appropriate in light of its status as a public reporting company. Further, notwithstanding the foregoing, either party may disclose fact that this Agreement exists and may make statements that characterize the disclosing party's obligations under the Agreement terms or provisions that are not negative or disparaging regarding or related to the other party or negatively or falsely portray the Agreement terms or provisions.

14. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. If any provision of this Agreement conflicts with applicable law, or if any provision of this Agreement is held illegal or unenforceable (or partially illegal or unenforceable) by a court of competent jurisdiction, this Agreement will be modified to conform with such law or judicial determination. Such provision will be construed and enforced only to the extent it may be a legal and enforceable provision, and all other provisions of this Agreement will be given full effect and will not be otherwise affected.

15. FG shall not assign this Agreement or any of its rights and obligations hereunder, in whole or in part, without the prior written consent of Financial Whizzes.

16. In the event of any legal or other action, at law or in equity, in connection with or concerning the breach and/or enforcement of this Agreement, the prevailing party in such action or appeal, as determined by the court, shall be entitled to recover all reasonable costs and expenses of such action incurred by such prevailing party, including reasonable attorneys' fees, if such prevailing party shall recover judgment in any such action or appeal, such costs, expenses and attorneys' fees shall be included in as part of such judgment.

17. Each of the parties represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, that the signatory on behalf of each such party has been duly authorized and instructed to execute and deliver this Agreement on behalf of such party, and that the execution, delivery and performance of this Agreement by such party does not conflict with, violate or otherwise breach any agreement to which such party or its respective assets may be bound.

18. Each party represents that it has read and fully understands this Agreement and that it has had the advice of legal counsel of its own in choosing in considering and deciding to execute this Agreement, that it has fully weighed and considered all of the facts and matters that might influence its judgment in regard to this Agreement, that it has executed the Agreement freely and voluntarily, that it is not relying on any representation of any other party or its representatives in entering into this Agreement, and that it is under no form of duress or undue influence in deciding to execute the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate originals by its duly authorized representative.

FINANCIAL WHIZZES FUND ADVISORS
LP
By: Financial Whizzes Holdings Inc., general partner

Sign: _____
Print: _____
Title: _____
Date: _____

FINANCIAL GENIUS FIDUCIARY
WEALTH LLC (formerly known as
FINANCIAL WHIZZES WEALTH
MANAGEMENT LLC)

Sign: _____
Print: _____
Title: _____
Date: _____

_____. Financial Genius, individual

EXHIBIT A

| Mark | Registration No. |
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