

**ADDENDUM TO FINANCIAL PLANNING AGREEMENT REGARDING LICENSED
INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

This Addendum ("Addendum") is entered into as of the date signed below and forms a part of the Financial Planning Agreement ("Agreement") between the undersigned client ("Client") and Sowell Financial Services, LLC d/b/a Sowell Management ("Sowell"), an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940.

RECITALS

WHEREAS, Sapphire Wealth Management, LLC ("Sapphire") is an Investment Advisor Representative acting on behalf of Sowell Financial Services, LLC d/b/a Sowell Management ("Sowell"), an SEC-registered investment adviser, in connection with the financial planning services provided under the Agreement;

WHEREAS, certain proprietary materials, assessments, and technology platforms, including but not limited to college planning tests, matching algorithms, scoring rubrics, and decision-making frameworks (collectively, "Proprietary Content"), are owned by a third party and licensed non-exclusive to Sapphire;

WHEREAS, Sapphire has been granted a non-exclusive license to the Proprietary Content;

WHEREAS, the Proprietary Content comprises valuable trade secrets and confidential information;

WHEREAS, the parties desire to supplement the Agreement to set forth the rights and obligations regarding licensed intellectual property and confidentiality;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Licensed Intellectual Property

All Proprietary Content and materials provided, made accessible, or disclosed to Client by Sapphire in connection with the Agreement are licensed to Sapphire on a non-exclusive basis. This includes but is not limited to all original and derivative content, formats, data models, documentation, software (including front-end and back-end systems), test designs, reports, user interfaces, trade names, marks, copyrighted material, source materials, trade secret information, and inventions, whether registered or unregistered under intellectual property laws. Client acknowledges that it is receiving access to such Proprietary Content through Sapphire under the scope of the Agreement and is acquiring no ownership, license, or use rights except as specifically granted herein.

2. Use Restrictions

Client agrees not to copy, reproduce, distribute, publish, reverse engineer, adapt, alter, translate, or otherwise exploit the Proprietary Content for commercial purposes or personal redistribution. Any use of the Proprietary Content must be for personal, internal use, strictly within the scope of the services provided under the Agreement. Client shall not modify, merge, or incorporate the content into other tools, frameworks, or applications.

3. Confidentiality Obligations

Client acknowledges that in connection with this Addendum and the underlying Agreement, Client may receive or be granted access to confidential, non-public, or proprietary information, including but not limited to the Proprietary Content, product specifications, planning tools, scoring systems, reports, platform documentation, business strategies, data architecture, and supporting materials (collectively, "Confidential Information").

Client agrees to maintain the confidentiality of all such Confidential Information using commercially reasonable care, and in no event less than the care it uses to protect its own sensitive personal or financial information. Client shall not disclose Confidential Information to any third party without the prior written consent of Sapphire, except to the extent necessary to share with a legal, tax, or financial advisor, or High School/College Counselor, provided that such advisors are bound by confidentiality obligations no less protective than those set forth herein.

Confidential Information may be disclosed as required by court order, subpoena, or applicable law, provided that Client gives prompt written notice to Sapphire and cooperates with any effort by Sapphire to limit or prevent such disclosure, including by seeking protective orders where appropriate. Client may also disclose Confidential Information in response to discovery obligations in litigation or regulatory proceedings, so long as it takes reasonable steps to limit the scope of disclosure and provides advance notice to Sapphire where permitted by law.

The obligations of confidentiality set forth in this Section shall survive for a period of five (5) years following termination or expiration of the Agreement, except with respect to information that qualifies as a trade secret, in which case the obligations shall be kept in perpetuity.

4. Return or Destruction

Client is able to retain and use reports as long as the underlying "Agreement" and the "Addendum" are strictly followed. If requested, upon termination of the Agreement or upon written request from Sapphire, Client agrees to promptly return or destroy all physical and electronic copies of any Confidential Information, including downloaded material, printed reports, screenshots, and any data derived from Sapphire's systems or materials.

5. Injunctive and Equitable Relief

Client acknowledges that a breach of this Addendum may cause Sapphire or the licensor irreparable harm for which monetary damages may be inadequate. Accordingly, in the event of any actual, threatened, or suspected breach, Sapphire and/or the licensor shall be entitled to

seek temporary, preliminary, and permanent injunctive relief, specific performance, and any other equitable remedies available under applicable law without the requirement to post bond or prove actual damages.

6. Indemnification

Client shall indemnify, defend, and hold harmless Sapphire, the licensor, and their respective affiliates, officers, directors, members, employees, and agents from and against any claims, losses, damages, liabilities, and expenses (including attorneys' fees) arising out of or relating to (a) Client's misuse or unauthorized disclosure of Confidential Information, or (b) Client's breach of this Addendum.

7. Limited License

Client is granted a limited, non-transferable, non-assignable, non-sublicensable, non-exclusive license to access and use the Proprietary Content solely during the term of the Agreement and solely for the purposes set forth herein. This license is restricted to personal, internal use in connection with the financial planning services provided by Sapphire and does not include any rights to copy, transfer, distribute, modify, or create derivative works of the Proprietary Content.

Nothing in this Addendum or the Agreement shall be construed as granting Client any ownership interest in or to the Proprietary Content.

8. Governing Law and Venue

This Addendum shall be governed by and construed under the laws of the State of Illinois, without reference to its conflicts of law principles. Any dispute arising from this Addendum shall be subject to the exclusive jurisdiction of the courts located in Cook County, Illinois.

9. Severability

If any provision of this Addendum is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed in a manner that most closely reflects the intent of the parties.

10. Entire Agreement and Amendment

This Addendum constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior representations or understandings, oral or written. This Addendum may only be modified by a written instrument executed by both parties.

11. Execution

This Addendum shall be effective upon the date of the last signature below and shall be deemed to be incorporated into the Agreement and binding upon the parties as if fully set forth therein. The Agreement and this Addendum shall be read and construed together. In the event of any

inconsistency between this Addendum and the Agreement, the terms of this Addendum shall control with respect to the subject matter herein.

12. Counterparts

This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signed copy of this Addendum delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Addendum.

Signatures on following page:

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date written below.

Sapphire Wealth Management, LLC

By: _____

Name: _____

Title: _____

Date: _____

Client

By: _____

Name: _____

Date: _____