

The LearningLab/Estate Plan Navigator Advisor Partner Agreement

This Agreement is made by and between Estate Wise, LLC. dba Estate Plan Navigator, hereinafter referred to as “EP Navigator”, and (Company or Individual) hereinafter referred to as “Advisor Partner” or “AP”, on the date shown below, for the purpose of granting certain rights to AP in transactions involving the use of the co-branded The Learning Lab / EP Navigator estate planning platform with the clients of AP.

Whereas, EP Navigator has negotiated an unrestricted license to market a proprietary estate planning platform owned by Estate Guru, Inc; and,

Whereas, EP Navigator markets the proprietary estate planning platform under its own brand as well as under private-branded white labels; and,

Whereas, the co-branded The Learning Lab / EP Navigator estate planning platform permits attorneys to seamlessly extend their estate planning legal practice into the financial planning or other services offered by the AP; and,

Whereas, numerous attorneys have incorporated the EP Navigator and/or Estate Guru platform into their legal practice; and,

Whereas, EP Navigator has entered into an agreement with Megastar Advisors, LLC and their The Learning Lab brand to provide an estate planning solution for their contracted insurance professionals.

Whereas, the AP desires to integrate estate planning into the products and services they offer to his/her clients; and,

Whereas, the AP has been authorized to use the co-branded The Learning Lab / EP Navigator estate planning platform as evidenced by AP’s valid EP Navigator username and password.

Now therefore, EP Navigator and AP agree to the following:

1. Subsequent to the execution of this agreement the AP will receive a username and password to access the co-branded The Learning Lab / EP Navigator estate planning platform. AP agrees to become familiar with the contents of the platform and to abide by all guidelines as outlined on the site and any AP bulletins as periodically published by EP Navigator. AP acknowledges AP bulletins to be the primary means of communication from EP Navigator to AP. Changes and/or modifications to this agreement may be communicated via AP bulletins or email notification to AP. AP is responsible to maintain a current “Advisor Profile” including email address and other contact information in the co-branded The Learning Lab / EP Navigator estate planning platform.
2. AP agrees to uphold professional ethics in marketing, selling and implementing EP Navigator services with their respective clients. Including but not limited to clearance with all marketing and compliance guidelines required by the AP’s professional licenses, regulatory agencies and product and service providers AP represents.
3. Unless instructed otherwise by the attorney, the role of the AP in the estate planning process within the EP Navigator system is limited to the following: a) identifying clients that need estate planning services; b) educating clients about estate planning using pre-approved educational materials; c) assisting clients in gathering financial and personal information using the interactive questionnaire contained in the co-branded The Learning Lab / EP Navigator estate planning platform; d) facilitating the execution of estate planning documents created using the co-branded The Learning Lab / EP Navigator estate planning platform; e) facilitating the uploading of completed signature pages to the co-branded The

Learning Lab / EP Navigator estate planning platform; and, when a living trust is created, f) assisting clients transfer ownership of financial assets to their living trust.

4. AP may or may not be restricted from receiving compensation for their role in the process depending on AP's professional licenses, regulatory and compliance approval. EP Navigator makes no warranty as to whether or not AP is able to receive such compensation. AP is solely responsible to determine if AP can receive compensation for providing estate planning services.

5. AP's access to the co-branded The Learning Lab / EP Navigator estate planning platform is contingent upon being a contracted agent in good standing with Megastar Advisors, LLC. (AP's "good standing" status is at the sole discretion of Megastar Advisors, LLC) AP's not in good standing will forfeit their access to the co-branded The Learning Lab / EP Navigator estate planning platform. AP's clients will continue to have full access to their documents and all features of the co-branded The Learning Lab / EP Navigator estate planning platform. Upon written request from the AP EP Navigator will refund AP's subscription as follows: No refund for monthly subscriptions, we will cancel upon notice without proration. Annual subscriptions will be prorated as of the date of notice.

Referral Partner. Referral Partner uses the EP Navigator portal with their clients. Referral Partners may charge their client directly, under a separate fee-for-service agreement, for their services as outlined herein. Fees for the legal services required to prepare the client's plan are paid separately and collected by the Portal at the end of the automated interview process.

Reseller Partner. Using a Private Branded Web Portal (Payment of a license fee required). Reseller Partners may charge their clients within their private branded version of the co-branded The Learning Lab / EP Navigator estate planning platform or directly, or under a separate fee-for-service agreement, for their services as outlined herein.

5. SUBSCRIPTION PERIOD AND SUBSCRIPTION FEES:

You agree to pay all applicable fees related to your use of the co-branded The Learning Lab / EP Navigator estate planning platform which are described on our website pricing page or as negotiated between AP and EP Navigator and described in a fully executed Custom Pricing Agreement. EP Navigator will invoice AP upon receipt of this signed agreement. By providing a payment method, you expressly authorize us to charge the applicable fees on said payment method as well as taxes and other charges incurred thereto at regular intervals, all of which depend on your particular subscription and utilized services. The subscription period for Paid Accounts can be month-to-month or annual. Paid Accounts are subject to fees based upon the account type you've selected. For renewals, EP Navigator will automatically charge your credit card the amount of the then-current fee for your type of account, plus applicable taxes. All payments are non-refundable. To the extent that payment mechanisms are provided through third parties, you agree that EP Navigator will have no liability to you arising out of the acts or omissions of such third parties. BY CREATING A PAID ACCOUNT, YOU CONSENT TO ALLOW EP NAVIGATOR TO CHARGE YOUR CREDIT CARD, EITHER DIRECTLY OR THROUGH ITS PAYMENT PROCESSORS, FOR THE AMOUNTS DUE FOR YOUR INITIAL SUBSCRIPTION PERIOD AND FOR ADDITIONAL SUBSCRIPTION PERIODS UNTIL YOUR ACCOUNT IS CANCELED OR TERMINATED. RENEWAL/CANCELLATION Paid Accounts will automatically renew for the same Subscription Period unless you cancel the account 30 days prior the end of the then-current Subscription Period. You can cancel your account at any time by contacting customer service. Cancellation will be effective immediately. Please note that after you cancel your account, you will not be able to use or access the Platform and you will not be entitled to a refund of any fees that you've paid. Clients of subscribers will

still have password protected access to their document dashboard and documents on the co-branded The Learning Lab / EP Navigator estate planning platform.

6. Failure to pay any applicable fees under the terms of this agreement will result in AP's access to the co-branded The Learning Lab / EP Navigator estate planning platform being suspended pending payment. Failure to bring the account current within 30 days of suspension will result in AP clients being "orphaned" and, at the sole discretion of EP Navigator, serviced by EP Navigator directly.

7. No agency beyond that outlined in this agreement is created between EP Navigator and AP who utilizes the co-branded The Learning Lab / EP Navigator estate planning platform with their clients. AP is an independent contractor. AP is not an employee of EP Navigator. EP Navigator reserves no control whatsoever over the employment, discharge, or compensation of any assistant, agent, employee subordinate or associate of AP. EP Navigator shall not be responsible for the acts or omissions of such assistants, agents, employees, subordinates or associates of AP. AP shall be responsible for and pay all taxes and other business expenses associated with AP's use of the co-branded The Learning Lab / EP Navigator estate planning platform. AP is not authorized to open any account of any type on behalf of EP Navigator, or use the EP Navigator name in AP's fictitious business name and marketing materials.

8. EP Navigator has no financial or ownership interest in the AP.

9. Upon receipt of permission from the AP's client, EP Navigator agrees to notify AP of any changes to client's estate plan if client has granted such notification privileges (permission for AP to receive notification is set up within client's file on the co-branded The Learning Lab / EP Navigator estate planning platform). Such notification is provided so AP can provide support and additional services as needed. Notification to AP will occur in the platform or via email to the email address in the advisor's profile.

10. AP will honor an immediate, money-back satisfaction guarantee, of all fees collected by AP for estate planning services, to any client who completes their estate planning documents using the co-branded The Learning Lab / EP Navigator estate planning platform. If client paid EP Navigator directly, EP Navigator will refund monies received directly to client. If AP paid EP Navigator for services rendered to client, EP Navigator will refund monies received directly to AP upon receipt of proof that AP has paid their client. The money back guarantee to all clients is for ninety (90) days from the date completed documents are "approved" by the attorney as recorded in the co-branded The Learning Lab / EP Navigator estate planning platform.

11. AP agrees to notify EP Navigator within 2 business days of any regulatory or compliance inquiry AP receives in conjunction with the use of the co-branded The Learning Lab / EP Navigator estate planning platform. EP Navigator agrees to indemnify AP up to \$25,000 against any and all claims raised by regulatory agencies in conjunction with AP's use of the co-branded The Learning Lab / EP Navigator estate planning platform. Failure to notify EP Navigator within 2 business days shall make any and all indemnification provided by EP Navigator according to this paragraph null and void.

12. AP agrees to notify EP Navigator within 2 business days of any client complaint AP receives in conjunction with the use of the co-branded The Learning Lab / EP Navigator estate planning platform. EP Navigator agrees to indemnify AP up to \$25,000 against any and all claims that the documents created by EP Navigator are legally insufficient. Failure to notify EP Navigator within 2 business days shall make any and all indemnification provided by EP Navigator according to this paragraph null and void.

13. AP acknowledges that, in the course of using the co-branded The Learning Lab / EP Navigator estate planning platform and/or performing services for clients using EP Navigator, AP will, and may in the future, come into possession of certain confidential information belonging to EP Navigator, including but not limited to, computer programs, specifications, manuals, business plans, marketing plans, software, information disclosed or submitted. AP hereby covenants and agrees that AP will at no time during or after participating with EP Navigator, use for his or her own benefit or the benefit of others, disclose or divulge, any such confidential information. Upon termination with EP Navigator, AP will return to EP Navigator, retaining no copies or notes, all documents relating to EP Navigator's business including, but not limited to, reports, correspondence, information, computer files, and all other material and all copies of such material, obtained by the AP during AP's involvement with EP Navigator. AP recognizes that EP Navigator may be irreparably damaged by breach of the confidentiality clause of this agreement and that EP Navigator shall be entitled to seek an injunction to prevent such competition or disclosure, and will entitle EP Navigator to other legal remedies including attorney fees and costs.

14. Any and all inventions, discoveries, developments, and innovations conceived by AP during this engagement relative to the duties under this agreement shall be the exclusive property of EP Navigator; AP hereby assigns all right, title and interest in the same to EP Navigator.

15. All provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors and assigns.

16. Any and all notices, demands, or other communications required or desired to be given hereunder, by any party shall be in writing and shall be validly given or made to another party if personally served or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested or sent through electronic mail (e-mail) to the email provided by EP Navigator with electronic return receipt requested. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice. Parties shall be responsible to notify one another in writing, or via email, of any change to their contact information. Demand or other communication is to be given as follows: If to AP: to address as identified in the AP's Profile in the co-branded The Learning Lab / EP Navigator estate planning platform If to EP Navigator: 560 South 100 West, Suite 1, Provo, UT 84601

17. If a dispute arises under the terms of this agreement that cannot be settled in small claims court. The dispute shall be directly submitted to binding arbitration under the rules of the American Arbitration Association. The decision

of the arbitrator shall be final. Any cost and fees (other than attorney fees) associated with the mediation and/or arbitration shall be shared equally by the parties. Attorney fees associated with the arbitration or litigation shall be paid as follows: the prevailing party will be entitled to have their reasonable attorney fees paid by the other party.

18. The laws of the state of Utah shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

19. AP shall not assign any of AP's rights under this agreement, or delegate the performance of any of AP's duties hereunder without the prior written consent of EP Navigator.

20. Any provision in the agreement or attachment hereto found to be invalid shall have no effect on the validity of the remaining provisions. The parties agree that all provisions relating to this agreement are incorporated into the agreement or associated attachments. All prior agreements are null and void. Any modification to this agreement shall be made in writing. Changes to this agreement may be posted as an Advisor Partner bulletin or sent via email to the email address in the Advisor Profile. Use of the co-branded The Learning Lab / EP Navigator estate planning platform is reaffirmation of this agreement.

21. Either party to this agreement may terminate the agreement at anytime, with or without cause, with 30-day written notice.

22. This agreement shall continue in full force for one calendar year from date of execution. In the absence of a subsequent executed agreement between the parties, upon the completion of one calendar year this agreement will automatically renew for a term of one year, unless terminated earlier by operation of and pursuant to this agreement. The execution of a subsequent agreement shall supersede this agreement and become the agreement in force.