

LICENSE AND CERTIFICATION AGREEMENT

This LICENSE AND CERTIFICATION AGREEMENT (the "**Agreement**") is made by and between Purchaser ("**Licensee**") – as defined and captured in the check-out process (e.g., Name, Title, Company/Firm/Team Name, Company/Firm/Team Address, etc.), and LEGACY CAPITALS, LLC ("**Licensor**"), a Pennsylvania limited liability company with offices located at 4657 York Road, #571, Buckingham, PA 18912.

WHEREAS, Licensor provides a proprietary certification, referred to as a Legacy Capitals' Whole Family Advisor™ Associate (the "**Certification**"), and Licensee desires which Licensee desires to be made available to individuals employed by Licensee ("**Advisors**" and other "**Trusted Professionals**") who meet certain prerequisites, including the completion of certain training and assessments.

WHEREAS, Licensor is also the owner and developer of certain proprietary Materials (as defined below) designed for Advisors and other Trusted Professionals to use in working with families as part of their multigenerational planning.

WHEREAS, Licensor wishes to grant to Licensee a license, and Licensee wishes to obtain a license, which allows for (i) the participation of Licensee (NOT TO EXCEED THE NUMBER OF USERS/MEMBERS THAT ARE PRE-DEFINED BY THE ENTERPRISE MEMBERSHIP PLAN PURCHASED; FOR EXAMPLE, "UP TO 5 MEMBERS") in the Whole Family Advisor® training and certification program, and Enterprise Membership plans (e.g., "Pro Plus"), and (ii) access to the Materials for the uses and purposes described herein, each subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License and Certification.

1.1. License.

(a) Grant of Rights. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term (as defined below) an non-exclusive, non-transferable, non-sublicensable license in the United States of America, United Kingdom, Australia, New Zealand, and Canada (the "**Territories**"), solely to use the Materials with the Licensee's clients or prospective clients for the purpose of assisting with such clients' multigenerational planning activities (including but not limited to estate planning, business planning, tax planning, and overall legacy planning). The term "**Materials**" as used herein is defined as any "client-facing materials" (which shall mean Materials which on their face are designated "For Client Use" (e.g., tools provided via the Whole Family Advisor®, "Family Engagement Tools" Course) and/or referred to as "Engage Materials" (e.g., via the Membership plans) and "non-client facing materials" provided to the Licensee, which contain the copyright of the Licensor, including but not limited to certain workbooks, articles, blogs, guides, presentations, questionnaires, checklists, videos, and similar items that assist Advisors and other Trusted Professionals (including but not limited to financial advisors, private bankers, wealth managers, attorneys, certified public accountants, wealth strategists, insurance professionals, and philanthropic advisors) in addressing multigenerational planning issues with their clients and prospective clients. THE MATERIALS ARE NOT MEANT TO BE PUBLICALLY DISPLAYED OR HOSTED ON A PERSONAL OR COMPANY WEBSITE, ANY SOCIAL MEDIA SITES, OR ANY ANOTHER MEDIUM AND MEDIA WITHOUT THE WRITTEN CONSENT OF LICENSOR. THE MATERIALS MAY BE ONLY IN THE FORM AND IN SUCH MANNER AS PROVIDED BY LICENSOR, AND THE LICENSEE SHALL NOT MODIFY OR REMOVE THE LICENSOR'S COPYRIGHT OR "POWERED BY LEGACY CAPITALS" NOTIFICATION ON THE MATERIALS, AND SHALL NOT USE ANY COPYRIGHT NOTICES THAT CONFLICT WITH, CONFUSE, OR NEGATE THE NOTICES LICENSOR PROVIDES AND REQUIRES HEREUNDER. An Advisor or Trusted Professional may utilize the Materials during the training program even though the Advisor or trusted Professional may not have the Certification. A LIST

OF THE ADVISORS AND/OR OTHER TRUSTED PROFESSIONALS THAT MAY UTILIZE THE MATERIALS IS SET FORTH ON ANNEX B (WHICH CAN BE COMPLETED AND SUBMITTED TO LICENSOR AFTER COMPLETING THE CHECK-OUT PROCESS), AND LICENSEE AGREES THAT ONLY THOSE LISTED ON

ANNEX B SHALL USE THE MATERIALS. The non-client facing materials such as but not limited to workbooks shall not be reproduced by Licensee without the express written consent of Licensor. Client-facing materials can be reproduced (copied or printed out), but only for use by those listed on Annex B (NOT TO EXCEED THE NUMBER OF USERS/MEMBERS THAT ARE PRE-DEFINED BY THE ENTERPRISE MEMBERSHIP PLAN PURCHASED; FOR EXAMPLE, "UP TO 5 MEMBERS") in providing services to Licensee's respective clients.

(b) Materials Additional Co-Branding Rights. In addition to the grant of rights under Section 1.1, the Licensee shall have the right to include its logo or other proprietary marks to certain client-facing Materials identified by Licensor, in the location identified by Licensor, but only after Licensee has achieved Certification, paid the annual fee, or maintains a paid Enterprise Membership plan (e.g., "Pro Plus"). NON-DIGITAL CLIENT-FACING MATERIALS, SUCH AS BUT NOT LIMITED TO LEGACY CAPITALS' DECKS OF CARDS, MUST BE ORDERED IN BULK IN ORDER TO BE CO-BRANDED.

1.2 Certification. Each of the Advisors or Trusted Professionals shall be eligible to participate in the Licensor's Certification program, so long as the Advisors or Trusted Professionals have the credentials set forth at Annex A.

1.3. Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee under this Agreement. No use by Licensor of the Materials in any medium or manner, or by another licensee in any medium or manner, will be deemed to interfere with the limited permissions made to Licensee by Licensor herein.

2. **Payment**. This license is granted only to the Materials for one year from the start of the Certification program (the "**Program**"), in exchange for the consideration provided contemporaneously by Licensee to Licensor to allow Licensee's Advisors or Trusted Professionals sent forth in Annex B to participate in the Program. The use of co-branded licensed client-facing Materials by Licensee shall require an annual renewal payment on or before the first day of such Renewal Term or by maintaining a paid Enterprise Membership Plan (e.g., "Pro Plus"). The aforementioned renewal license fee shall be determined separately. "**Renewal Term**" as used herein shall mean each annual term following the initial one-year term or by maintaining a paid Enterprise Membership plan (e.g. "Pro Plus"). IF THE ANNUAL RENEWAL PAYMENT IS NOT PAID OR THE PAID ENTERPRISE MEMBERSHIP PLAN IS NOT MAINTAINED, THE LICENSEE MUST IMMEDIATELY STOP USING THE CO-BRANDED VERSION OF ALL CLIENT-FACING MATERIALS.

3. **Ownership and Protection**. Except for the licenses expressly granted to Licensee in this Agreement, Licensee acknowledges that all right, title, and interest in and to the Materials, as well as any modifications or improvements made thereto by Licensee, are owned by and will remain with Licensor. If Licensee acquires any rights in the Materials by operation of law or otherwise, Licensee hereby irrevocably assigns such rights to Licensor without further action by either party. Licensee agrees not to dispute or challenge or assist any person or entity in disputing or challenging Licensor's rights in and to the Materials.

4. **Confidentiality**. From time to time, each party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about its business affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, including its business operations and strategies, marketing, creative elements, artwork, visual representations, research material and data, specifications, processes, and technological developments, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or

otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party before being disclosed by or on behalf of the Disclosing Party; or (d) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except: (A) to Receiving Party's officers, employees, agents, consultants, and legal advisors who need to know the Confidential Information to assist Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, or (B) pursuant to applicable federal, state, or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction, provided that the Receiving Party shall first make commercially reasonable efforts to provide the Disclosing Party with: (1) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (2) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

5. Representations and Warranties.

5.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporate or other entity as represented herein under the laws of its jurisdiction of incorporation or organization; (b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (c) the execution of this Agreement by its representative has been duly authorized by all necessary action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

5.2. Licensor's Representations and Warranties. Licensor represents and warrants, solely to and for the benefit of Licensee, that it owns and has the right to license the Materials in connection with Licensee's uses permitted hereunder in the Territories, and that to the best of its knowledge the Materials and related products and services do not infringe any third-party patents, copyrights, trademarks, or other intellectual property rights.

5.3. Licensee's Representations and Warranties. Licensee represents and warrants that: (a) Licensee will not willfully engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of the Materials or Licensor, or cause confusion as to the ownership of the Materials; and (b) the Licensee will use commercially reasonable efforts to ensure that the use of the Materials with its clients or prospective clients will not violate any laws or regulations applicable to the Licensee, or its employees, agents, or contractors, including but not limited to all securities laws and regulations, nor will it violate any written supervisory procedures or other internal compliance rules of the Licensee.

5.4. Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY,

OR OTHERWISE, WITH RESPECT TO THE LICENSED PROPERTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT (EXCEPT AS OTHERWISE PROVIDED HEREIN), AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. LICENSEE AND ITS ADVISOR ASSUME SOLE RESPONSIBILITY FOR UTILIZING THE CONTENT OF THE MATERIALS TO ACHIEVE INTENDED RESULTS, AND SOLE RESPONSIBILITY FOR THE USE OF (AND RESULTS OBTAINED FROM) THE USE OF THE MATERIALS AND THEIR CONTENT.

6. Indemnification.

6.1. Indemnification Generally. Each of Licensor and Licensee (each and “**Indemnifying Party**”) shall indemnify, defend, and hold harmless the other, and its officers, founder, directors, partners, employees, agents, affiliates, independent consultants, successors, assigns, and licensees (each an “**Indemnified Party**”), from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or in connection with any third-party claim, suit, action, or proceeding (each a “**Third-Party Claim**”) relating to any actual or alleged breach by the Indemnifying Party of its representations, warranties, covenants, or other obligations hereunder.

6.2. Indemnification Procedure. The Indemnified Party shall notify the Indemnifying Party upon becoming aware of a Third-Party Claim under this Section 6. The Indemnifying Party shall promptly assume control of the defense and investigation of such Third-Party Claim, with counsel reasonably acceptable to the Indemnified Party, and the Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection therewith, in each case, at the Indemnifying Party's sole cost and expense. The Indemnified Party may participate in the defense of such Third-Party Claim, with counsel of its own choosing and at its own cost and expense. The Indemnifying Party shall not settle any such Third-Party Claim on any terms or in any manner that adversely affects the rights of any Indemnified Party without such Indemnified Party's prior written consent. If the Indemnifying Party fails or refuses to assume control of the defense of such Third-Party Claim, the Indemnified Party has the right, but no obligation, to defend against such Third-Party Claim, including settling such Third-Party Claim after giving notice to the Indemnifying Party, in each case, in such manner and on such terms as the Indemnified Party may deem appropriate. Neither the Indemnified Party's failure to perform any obligation under this Section 6.2 nor any Indemnified Party's act or omission in the defense or settlement of any such Third-Party Claim will relieve the Indemnifying Party of its obligations under this Section 6.2, except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result thereof.

7. Term and Termination.

7.1. Term. The term of this Agreement commences as of the Effective Date until terminated as provided herein, provided that the Licensee annually/monthly renews the license (by paying the annual renewal payment or maintaining a paid Enterprise Membership Plan) for continued use of the co-branded, client-facing Materials as provided in Section 2. For the avoidance of doubt, the termination of the License shall not terminate any Certification that has been provided to Licensee.

7.2. Termination. Either party may, prior to the end of the Term, terminate this Agreement for any reason; provided, however, that Licensor shall be under no obligation to refund any amounts paid by Licensee by reason of a termination by Licensee prior to the end of an annual term.

7.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason, all rights licensed under this Agreement will revert immediately to Licensor and Licensee shall cause to be inactivated and erased all digital copies of the Materials in its control and possession and return or, at Licensor's written request, destroy, any tangible copies of the Materials, with the exception of Materials that have been used in connection the provisions of services to the Licensee's clients.

7.4. Surviving Rights. Any rights or obligations of the parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration, including the rights and obligations set forth in this Section (7), and in Section 2, Section 3, Section 4, Section 5, Section 6, Section 8, and Section 9.

8. Remedies.

8.1. Equitable Relief. Licensee acknowledges that a breach by Licensee of this Agreement may cause Licensor irreparable damages, for which an award of damages would not be adequate compensation, and agrees that, in the event of such breach or threatened breach, Licensor will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Licensor may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

8.2. Limitation of Liability. EXCEPT FOR DAMAGES ARISING OUT OF LICENSOR'S BREACH OF ARTICLE 4 HEREUNDER, LICENSOR WILL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING LOSSES OF BUSINESS, REVENUE, OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. General.

9.1. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

9.2. Entire Agreement. Our Client Agreement (presented during the check-out process or can be requested by sending a letter to the address below) and This Agreement, including and together with any related attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

9.3. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.

9.4. Assignment. Licensee shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Licensor. Any purported assignment or delegation in violation of this Section 9.4 is null and void. Licensor may freely assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

9.5. Choice of Law; Venue. This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims are governed by the laws of the Commonwealth of Pennsylvania (including its statutes of limitations and applicable choice of law statutes), without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Either party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts located in the Eastern District of Pennsylvania or Bucks County, Pennsylvania, respectively, and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action, or proceeding.

9.6. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

9.7. Licensee Compliance Support. Licensor agrees to comply with reasonable written requests from Licensee that are necessary for Licensee to fulfill its obligations under statutes and regulations relating to broker, investment advisor or securities compliance, or in connection with reviews or audits by regulatory agencies. For the avoidance of doubt, Licensor makes no representations and warranties that the use of the Materials by Licensee will be in compliance with the said laws, or in compliance the Licensee's written supervisory procedures, and Licensee shall have sole responsibility for ensuring that the deployment of the Materials and Licensor's services fulfill Licensee's compliance obligations.

9.8. Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

9.9. Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

9.10. Attorneys' Fees. In the event that any claim, suit, action, or proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

9.11. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic signature (including but not limited to DocuSign), clicking the "I agree" button at check out, facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.12. No Ownership; Limited License. Licensors shall have no ownership rights in any materials provided to it by Licensee. All of Licensee proprietary materials shall continue to be owned by licensee; provided, however, that Licensee grants Licensors a limited license to use any such materials as necessary to perform Licensors' services for Licensee. For the avoidance of doubt, Licensors make no representations and warranties that the use of the Materials by Licensee will be in compliance with the said laws, or the Licensee's written supervisory procedures.

IN WITNESS WHEREOF, Licensors and Licensee have caused this Agreement to be executed as of the start of the Program by their respective duly authorized officers.

Contact Information

Please send all questions, comments and notices regarding this Agreement to:

Legacy Capitals, LLC

Attn: License and Certification Agreement

4657 York Road # 571

Buckingham, PA 18912

Annex A

Certification Prerequisites

An Advisor / Trusted Professional shall be eligible to participate in the program to become a Legacy Capitals' Certified Whole Family Advisor Associate so long as he or she meets two of the three following requirements:

1. He or she has received a 4-year undergraduate degree from an accredited college or university.
2. He or she has 2 or more years work experience in present job or related professional discipline.
3. He or she has received one or more of the following designations or degrees:
 - a. Certified Financial Planner
 - b. Certified Private Wealth Advisor
 - c. Chartered Financial Consultant
 - d. Chartered Life Underwriter
 - e. Certified Public Accountant
 - f. Chartered Advisor in Philanthropy
 - g. Chartered Financial Analyst
 - h. Chartered Retirement Planning Counselor
 - i. Retirement Management Advisor
 - j. Certified Investment Management Analyst
 - k. Certified Senior Advisor
 - l. Wealth Management Certified Professional
 - m. Certified Professional Coach
 - n. Juris Doctor Degree (or Bachelor of Legal Letters)
 - o. Masters in Tax
 - p. Masters of Business Administration
 - q. Masters in Social Work
 - r. Masters in Counseling Psychology
 - s. Masters in Marriage and Family Therapy
 - t. Doctorate Degree in Psychology
 - u. Such other designation or degree separately approved in writing by Licensor (Legacy Capitals LLC) on a case-by-case basis.

Annex B

List of Advisors / Trusted Professionals

[Can also be provided via an attached or emailed document

(e.g., Excel spreadsheet reflecting the same information requested below)]

[illegible]

