

CLIENT AGREEMENT

Note: **LICENSE AND CERTIFICATION AGREEMENT** is found below.

Effective Date: August 27, 2022

This Client Agreement (“Client Agreement”) governs your purchase of PRODUCTS OR SERVICES, such as coaching services, memberships, books, programs, or workshops, from Legacy Capitals, LLC (“Legacy capitals,” “we,” “us” or “our”), including through our online stores on our websites at www.legacycapitals.com (“Site”) and at <https://academy.legacycapitals.com/> (“Site”), EXCEPT FOR SERVICES ALSO COVERED BY THE LICENSE AND CERTIFICATION AGREEMENT(S). By purchasing Legacy Capitals PRODUCTS OR SERVICES and clicking the “I agree” button at check out or executing a written agreement incorporating these terms, you agree to be bound by this Client Agreement and our website [Terms of Use](#), which are hereby incorporated by reference.

Binding Arbitration. This Client Agreement provide that all disputes between you and Legacy Capitals will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under this Client Agreement (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section 10 below for arbitration agreement details.

1. Services. The services Legacy Capitals will provide to you under this Client Agreement are described in our online store and your order form at check out or your written agreement with us. You and Legacy Capitals may agree to vary the services we will provide during the course of the matter.

2. Service Limitations. Any expressions by us, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views at the time they are expressed. We will rely on the good faith effort of our clients to provide the necessary time and information to help achieve the objectives of our agreed upon engagement. While the principals of Legacy Capitals are highly skilled professionals, it is important to note that Legacy Capitals’ services do not include the rendering of psychological services and no therapeutic relationship is formed hereby. We do not provide insurance, accounting, legal, cash management, investment, estate planning or other financially related licensed services. Any recommendations by Legacy Capitals having accounting, tax, or legal implications are only suggestions to be reviewed by your advisors who are solely responsible for their own recommendations and work. At your request, we may recommend competent outside professionals for your consideration.

3. Termination. You and Legacy may terminate this agreement, without cause, by notifying the other party via email or a letter. Should you decide to terminate this agreement, it will not affect your responsibility for payment for services rendered and expenses incurred in connection therewith prior to the date of termination. In addition, you shall pay Legacy Capitals at its then current hourly rates for time spent and materials expended through the date of termination on any uncompleted work and services, regardless of whether such work, services and materials have been previously invoiced.

4. Payment; Expenses; Taxes. On the Site we accept credit and debit cards issued by U.S. banks and other payment and billing methods that may be designated by Legacy Capitals at the time of purchase. If the parties agree to payment through an invoice process, we will provide statements to you during the term of the engagement. We require payment of our statements within 30 days of the statement date. Any outstanding balance for which payment has not been received within 60 days of the statement date will begin to accrue interest charges at a rate of two points (2%) over prime. In addition to the fees outlined at checkout or in a written agreement between us, you will reimburse Legacy Capitals for all approved expenses reasonably incurred by Legacy Capitals in performing the services. These items can include airfare, lodging, transportation to and from airports, rental car if needed, tolls, postage, and meals. These matters are in addition to the fees outlined at checkout. You are responsible for all sales, use and all other taxes and duties, however designated, which are levied or imposed on your purchase of Legacy Capitals services. In the event a service is listed at an incorrect price due to typographical error, we shall have the right to refuse or cancel any orders placed for the service listed at the incorrect price. If your credit or debit card has already been charged for the purchase and your order is canceled, we shall promptly issue a credit to your credit or debit card account in the amount of the incorrect price.

5. Confidentiality. We pride ourselves on creating a relationship with our clients built on trust. In the course of providing our clients advice, we may receive significant nonpublic information. We hold such information in confidence, and do not release it to others outside Legacy Capitals, except as agreed to by you or as required under an applicable law or governing codes or rules of professional conduct. Absent a compelling legal order, the work you do with Legacy Capitals will be kept confidential. In the event we are served with legal process compelling us to disclose confidential information relating to our Services, we will notify you immediately and will

work with you as best we can to protect your interests. At your direction, we will endeavor to remove identifying information from internal family correspondence that will be either compiled or shared with multiple family members. If you would like for us to speak with another professional, you will need to sign and send us a release of information form. This form will state what information is to be shared, with whom, and for length of time. During the course of our relationship you may learn certain non-public information of Legacy Capitals regarding its business, methods and strategies. You agree to keep such information of Legacy Capitals in strict confidence, not to use such information except as necessary in connection with your use of Legacy Capitals services and not to disclose such information to any third party without the consent of Legacy Capitals. This Section will survive termination or expiration of this Client Agreement for any reason.

6. Intellectual Property. Legacy retains all right, title, and interest in and to its proprietary data, materials, tools, documents, processes methods and other information related to, or produced by Legacy Capitals in connection with, the services, and all intellectual property rights therein, including all trademarks, service marks, domain names, copyrights, trade secrets, know-how, patents, inventions, moral rights, software, proprietary data, customer lists, strategic plans, financial data and all goodwill associated with any of the foregoing. Legacy Capitals hereby grants you a limited, personal, non-exclusive, non-transferable, non-assignable license under the Legacy Capitals Intellectual Property Rights to the extent required for you to use the services for your own personal, non-commercial purposes.

7. Indemnification. You agree to defend, indemnify and hold Legacy and its affiliates, founder, members, managers, officers, independent consultants, and employees harmless from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorney's fees and expenses), resulting from any claim, judgment, or adjudication against Legacy Capitals arising out of or related to Agreement.

8. Warranty; Disclaimer. Legacy Capitals warrants that it will perform all services in a professional and competent manner. EXCEPT AS PROVIDED IN THIS SECTION 8, THE SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS PROVIDED IN SECTION 8, LEGACY CAPITALS DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH REGARD TO THE SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LEGACY CAPITALS OR LEGACY CAPITALS' AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

9. Limitation of Liability. IN NO EVENT SHALL LEGACY CAPITALS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH LEGACY CAPITALS' PERFORMANCE UNDER THIS AGREEMENT, EVEN IF LEGACY CAPITALS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LEGACY CAPITALS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL NOT EXCEED THE AMOUNT OF THE FEES ACTUALLY PAID BY CLIENT FOR THE SERVICE GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE REMEDIES AVAILABLE TO A PARTY FAIL OF THEIR ESSENTIAL PURPOSE. Any claims arising in connection with your purchase of our services or otherwise under this Agreement must be brought within one (1) year of the date of the event giving rise to such action occurred.

10. Dispute Resolution; Arbitration Agreement. Any dispute or claim relating in any way to any Legacy Capitals service or otherwise relating to this Agreement will be resolved by binding arbitration. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow this Client Agreement and the Terms of Use as a court would. To begin an arbitration proceeding, either party must send a letter requesting arbitration and describing the claim to the other party. If you are sending an arbitration request letter to Legacy Capitals, such letter shall be sent to the address set forth below. The arbitration will be conducted by one mutually acceptable arbitrator through the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. The arbitration, if in person, will be conducted in Philadelphia, Pennsylvania. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. In addition, you and Legacy Capitals each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration you waive any right to a jury trial. You and Legacy Capitals both agree that you or Legacy Capitals may bring suit in court to enjoin infringement or other misuse of intellectual property rights. YOU AND LEGACY CAPITALS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Legacy Capitals agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific provision

is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of this Client Agreement shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in the Commonwealth of Pennsylvania. You further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Commonwealth of Pennsylvania in connection with any such claim.

11. Miscellaneous. All matters relating to this Client Agreement or Legacy Capitals services shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions. No waiver of by the Legacy Capitals of any term or condition set forth in this Client Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Legacy Capitals to assert a right or provision under this Client Agreement shall not constitute a waiver of such right or provision. If any provision of this Client Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Client Agreement, which shall remain in full force and effect. This Client Agreement and, if you purchase services through these Sites (EXCEPT FOR SERVICES ALSO COVERED BY THE LICENSE AND CERTIFICATION AGREEMENT(S)), our [Terms of Use](#), constitute the entire agreement between you and us with respect to the Legacy Capitals services. In the event of a conflict between our Terms of Use and this Client Agreement, the terms of this Client Agreement will control with respect to the services you have purchased. Your use of these Sites is also subject to our [Privacy Policy](#). The provisions of this Client Agreement which by their nature should survive the termination of this Client Agreement shall survive such termination. You and Legacy Capitals agree that Legacy Capitals shall perform its duties under this Agreement as an independent contractor. Personnel employed or retained by Legacy Capitals who perform duties related to this Agreement shall remain under the supervision, management, and control of Legacy Capitals.

Contact Information

Please send all questions, comments and notices regarding this Agreement to:
Legacy Capitals, LLC
Attn: Client Agreement
4657 York Road # 571
Buckingham, PA 18912

LICENSE AND CERTIFICATION AGREEMENT

This LICENSE AND CERTIFICATION AGREEMENT (the "**Agreement**") is made by and between purchaser ("**Licensee**"), 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 to attain the Certification.

WHEREAS, Licensor is also the owner and developer of certain proprietary Materials (as defined below) designed for 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 in the Whole Family Advisor® training and certification program, and 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 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 LEGACY CAPITALS. 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. Licensee may utilize the Materials during the training program even though Licensee may not have the Certification. Licensee agrees that only Licensee 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 the Licensee 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 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. Licensee represents that Licensee has one or more of 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 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 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 Membership plan (e.g. "Pro Plus"). IF THE ANNUAL RENEWAL PAYMENT IS NOT PAID OR THE PAID 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) in the case of Licensor, it is duly organized, validly existing, and in good standing as a limited liability company as represented herein under the laws of its jurisdiction of incorporation or organization; (b) each party has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (c) in the case of Licensor, the execution of this Agreement by its representative whose signature is set forth at the end hereof 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, 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 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 **Error! Reference source not found.** 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 Error! Reference source not found. 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 Error! Reference source not found., 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 renews the license (by paying the annual renewal payment or maintaining a paid 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)Error! Reference source not found., and in Section Error! Reference source not found., Section Error! Reference source not found., Section Error! Reference source not found., Section Error! Reference source not found., and Section Error! Reference source not found.

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 (may be 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 Error! Reference source not found.** 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. Licensor 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 Licensor a limited license to use any such materials as necessary to perform Licensor's services for Licensee. 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 the Licensee's written supervisory procedures.

IN WITNESS WHEREOF, Licensor 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.