

## **Advisor Partner Agreement**

**This Agreement** is made by and between Estate Guru Professional, Inc., hereinafter referred to as “Estate Guru Professional”, and purchasing advisor, hereinafter referred to as “Advisor Partner” or “AP”, on the date shown below, for the purpose of granting certain rights to AP and affiliated advisors of AP in transactions involving the use Estate Guru Professional online estate planning platform with the clients of affiliate advisors of AP and AP.

**Whereas**, Estate Guru Professional has developed a proprietary estate planning platform; and,

**Whereas**, the Estate Guru Professional platform permits attorneys to seamlessly extend their estate planning legal practice into the financial planning services offered by the AP; and,

**Whereas**, Estate Guru Professional contracts with attorneys licensed to practice throughout the United State (see “Exhibit A”) and attorneys listed in jurisdictions contained in exhibit A shall hereinafter be referred to as “Attorney” and are in good standing with the ABA; Estate Guru Professional shall also include attorneys brought on at later dates to represent jurisdictions not mentioned on exhibit A as of the date of the signature of this agreement.

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

**Whereas**, the AP has authorized the affiliated advisors of AP (see “Exhibit B”) to use the Estate Guru Professional platform.

**Now therefore**, Estate Guru Professional and AP agree to the following:

1. Upon signing this agreement each affiliated advisor of AP will receive a username and password to access the Estate Guru Professional platform. Each affiliated advisor of AP agrees to become familiar with the contents of the platform and agrees to abide by all guidelines as outlined on the site and any bulletins as periodically published by Estate Guru Professional. AP acknowledges bulletins to be the primary means of communication from Estate Guru Professional to affiliated advisors of AP. Changes and/or modifications to this agreement may be communicated via Bulletins or email notification to advisors affiliated of AP. Affiliated advisor of AP is responsible to maintain a current “Advisor Profile” including email address and other contact information in Estate GuruProfessional.com and other Estate Guru Professional CRM platforms provided to advisor.
2. Affiliated advisors of AP agree to uphold professional ethics in marketing, selling and implementing Estate Guru Professional services with their respective clients. Including but not limited to clearance with all marketing and compliance guidelines required by the AP affiliated advisors’ professional licenses, regulatory agencies and product and service providers that affiliated advisors of AP represent.
3. The role of the affiliated advisor of AP in the estate planning process within the Estate Guru Professional platform is limited exclusively to: a) identifying clients to use Estate Guru Professional platform; b) assisting the client in gathering financial and personal information using the interactive questionnaire contained in the Estate Guru Professional platform; c) assists in executing the estate

planning documents created using the Estate Guru Professional platform; d) assists in uploading client's completed signature pages to the Estate Guru Professional platform; and, when a living trust is created, e) assists the client in assuring that the funding of the financial assets into the trusts accurately reflects the living trusts created.

4. Affiliated advisors of AP will make sure that all users of the Estate Guru Professional platform read, understand and agree to the Terms of Use, Disclaimers and Disclosures as posted on the site.

5. The use of Estate Guru Professional's platform may create compensation opportunities for individuals who use Estate Guru Professional services with their clients. Affiliated advisor of AP may or may not be restricted from receiving such compensation depending on affiliated advisor of AP's professional licenses, regulatory and compliance approval. Estate Guru Professional makes no warranty whatsoever as to whether or not affiliated advisor of AP is able to receive such compensation. Affiliated advisor of AP is solely responsible to determine if affiliated advisor of AP can receive compensation through the use of Estate Guru Professional platform.

*AP elects to allow affiliated advisors of AP to either:*

*NOT receive compensation through use of Estate Guru Professional services with clients*

*Receive compensation through use of Estate Guru Professional services. Estate Guru Professional agrees to compensate affiliated advisor of AP per client for the rendering services outlined in this agreement. The amount of compensation is determined by AP for all of its affiliated advisors. All compensation to affiliated advisor of AP and AP will be via the collection of payment from the client outside of the Estate Guru Professional platform.*

6. Failure to pay annual access and other applicable fees under the terms of this agreement will result in affiliated advisor of AP's access to the Estate Guru Professional platform being suspended pending payment. Failure to bring the account current within 30 days of suspension will result in AP client's being "orphaned" and, at the sole discretion of Estate Guru Professional, serviced by Estate Guru Professional directly.

7. No agency beyond that outlined in this agreement is created between Estate Guru Professional and affiliated advisor of AP who utilizes Estate Guru Professional services with their clients. All affiliated advisors of AP and AP are independent contractors. Affiliated advisor of AP and AP are not employees of Estate Guru Professional. Estate Guru Professional reserves no control whatsoever over the employment, discharge, or compensation of any assistant, agent, employee subordinate or associate of AP or affiliated advisor of AP. Estate Guru Professional shall not be responsible for the acts or omissions of such assistants, agents, employees, subordinates or associates of AP or affiliated advisors of AP. Affiliated advisor of AP and AP shall be responsible for and pay all taxes and other business expenses associated with affiliated advisor of AP's and AP's use of Estate Guru Professional. Affiliated advisor of AP and AP are not authorized to open any account of any type on behalf of Estate Guru Professional, or use the Estate Guru Professional name in affiliated advisor of AP and AP fictitious business names and marketing materials.

8. Estate Guru Professional has no financial or ownership interest in any Advisor Partner or Advisor Group who sponsors Estate Guru Professional services.
9. Upon receipt of permission from the affiliated advisor of AP's client, Estate Guru Professional agrees to notify affiliated advisor of AP of any changes to client's estate plan (permission for AP and affiliated advisor of AP to receive notification can be set within Estate Guru Professional). Such notification is provided so affiliated advisor of AP and AP can provide additional services as needed. Notification to affiliated advisor of AP and AP will occur via email to the email address in the advisor's profile.
10. Affiliated advisor of AP and AP will honor an immediate, money-back satisfaction guarantee, of all fees collected by affiliated advisor of AP and AP for estate planning services, to any client who completes their estate planning documents using Estate Guru Professional. If client paid Estate Guru Professional directly, Estate Guru Professional will refund monies received directly to the client. If affiliated advisor of AP or AP paid Estate Guru Professional for services rendered to client, Estate Guru Professional will refund monies received to affiliated advisor of AP or AP upon receipt of proof that affiliated advisor of AP or AP has refunded the client. The money back guarantee to all clients is valid for 90 days from the date that the complete documents are downloaded from Estate Guru Professional Platform.
11. Affiliated advisor of AP or AP agrees to notify Estate Guru Professional within 48 hours of any regulatory or compliance related inquiry they receive in conjunction with the use of the Estate Guru Professional platform. Estate Guru Professional agrees to indemnify AP up to \$25,000 against any and all claims raised by regulatory agencies including the bar association in conjunction with affiliated advisor's of AP and AP's use of the Estate Guru Professional platform. Failure to notify Estate Guru Professional within the 48 hours as described above shall make any and all indemnification provided pursuant to this paragraph null and void.
12. AP and affiliated advisors of AP agree to notify Estate Guru Professional within 48 hours of any client complaint they receive in conjunction with the use of the Estate Guru Professional platform. Estate Guru Professional agrees to indemnify AP up to \$25,000 against any and all claims that the documents created by Estate Guru Professional are legally insufficient.
13. Either party to this agreement may terminate the agreement at any time, with or without cause, with 30-day written notice.
14. 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.
15. 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 via email sent to email in the Advisor Profile. Use of Estate Guru Professional platform [www.EstateGuruPro.com](http://www.EstateGuruPro.com) is reaffirmation of this agreement.

16. By clicking "I agree" on the terms on conditions box, advisor partner agrees to all the conditions listed above and further acknowledges that prices for the documents can be changed at the discretion of JCBM group DBA Estate Guru Professional.