

Legacy - Advisor Partner Agreement²

Legacy Estate Planning and Administration, Inc., (LEP&A) Plan Administrator hereinafter referred to as "Legacy", and _____, hereinafter referred to as "Advisor Partner" or "AP" enter into this agreement, on the date shown below, for the purpose of granting certain rights to AP in transactions acting as Plan Sponsor of Legacy.

1. Upon payment of the Annual Access Fee the AP will receive a username and password to access the AP proprietary website, www.LegacyLegalPlan.com, Legacy's On-line Resource Center. AP agrees to familiarize him/herself with the contents of the website and agrees to abide by all guidelines as outlined on the site and any AP Bulletins as periodically published by Legacy.

AP acknowledges AP Bulletins in e-mail format to be the primary means of communication from Legacy to AP. Changes and/or modifications to this agreement may be communicated via AP Bulletins along with e-mail notification to AP. AP is responsible to maintain his/her "Advisor Profile" current including phone numbers and e-mail addresses.

2. AP agrees to uphold professional ethics in marketing, selling and implementing Legacy services with their respective clients.

3. No agency beyond that outlined in this agreement is created between Legacy and AP who utilizes Legacy services with their clients. AP is an independent contractor and not an employee of Legacy. Legacy reserves no control whatsoever over the employment, discharge, or compensation of any assistant, agent, employee subordinate or associate of AP.

Legacy 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 Legacy services. AP is not authorized to open any account of any type on behalf of Legacy, or use the Legacy name in AP's fictitious business name unless Legacy was already used in AP's business name prior to signing this agreement.

4. Should AP wish to contract with or hire individuals to sell Legacy services, AP status changes to an Advisor Group and must enter into an Advisor Group Agreement with Legacy. As an Advisor Group, all individuals contracted or hired to sell Legacy services shall be required to enter into an individual Advisor Partner Agreement and will be authorized to submit work solely under their Advisor Group Account.

5. Legacy is not licensed to sell any investment or insurance product and does not provide any investment advice. Legacy has no financial or ownership interest in any AP who sponsors Legacy services.

6. The role of the AP in the Legacy estate-planning process is limited exclusively to gathering financial information using Document Preparation Forms (DPF) provided by Legacy, notarization of completed estate-planning documents and assistance in transferring assets to the trust.

Estate planning is a process not an event and regular contact with each client, no less than once every three (3) years, is mandatory to the proper maintenance of any quality estate-planning document. Failure to maintain regular contact with clients will result in that client being considered "orphaned" and will be serviced by Legacy directly.

7. AP will disclose to the client that the *Document Preparation Forms* (DPF) are being sent to Legacy for review and that a participating attorney or their designated paralegal will contact the client on the telephone to discuss their estate plan, answer legal questions and determine appropriate documents. All legal documents receive attorney review and approval.

AP Initial

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8. AP will submit a signed *Legacy Membership Application, Document Authorization and Potential Conflict of Interest Disclosure Form* along with appropriate fees with every client data form submitted for processing. These forms must be the standard forms approved and provided by Legacy.

9. Legacy reserves the right to charge additional fees or reject, at its sole discretion, any client DPF or any amendment request submitted for processing without specifying the reason and to refund any monies paid by either the client or the AP. All fees will be determined by the current Legacy Fee Schedule as shown on LegacyLegalPlan.com website. Post mortem fees beyond the Initial Review Fee are determined on a case by case basis.

10. AP will honor an immediate, 100%, money-back satisfaction guarantee to all clients who complete estate-planning documents using Legacy services. Legacy will refund to AP 100% of all monies received from AP upon proof of refund made by AP to client and upon return of completed documents to Legacy. The money back guarantee is valid ninety (90) days from the shipment date of completed documents as recorded in Legacy records.

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

12. 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.

13. Any provision in the agreement or attachment(s) hereto found to be invalid shall have no affect 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 modifications to this agreement shall be made in writing. Changes to this agreement may be posted as an Advisor Partner Bulletin. Use of Legacy website www.LegacyLegalPlan.com is reaffirmation of this agreement.

14. AP will be working as:

____ An individual Advisor Partner not associated with any Advisor Group.

____ An Advisor Partner associated with _____
(Name of Advisor Group)

Signed this ____ day of _____, 20____, at _____.

Advisor Partner (AP)
(Plan Sponsor)

Legacy Estate Planning and Administration, Inc.
(Plan Administrator)

AP Print Name