



P.O. Box 626 Franklin, TN 37065 FAX 866-531-8264 Phone 615-468-8048

Independent Advisor Appointment Information

Name: _____

Company Name: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax: _____

E-Mail: _____ Date of Birth: _____

Marketing Organization: (if applicable-otherwise leave blank) Coordinated Concepts Insurance Services, LLC

Development Fee Payments to be made to the following (ONLY ONE):

Independent Advisor SSN: _____ or FEIN: _____

Are You Securities Licensed? _____ If so, Broker-Dealer: _____

Insurance License Number: _____ **PLEASE ATTACH COPY!**

Independent Advisor Background Information:

- 1. Have you ever had your license suspended or revoked? Yes _____ No _____
- 2. Have you ever received an order to cease and desist or had any complaint filed against you by any regulatory body regarding insurance or securities? Yes _____ No _____
- 3. Has any claim every been made against you or your surety company, or have you been refused surety bonding? Yes _____ No _____
- 4. Have you ever been convicted of a felony? Yes _____ No _____
- 5. Have you ever been a party to any litigation? Yes _____ No _____
- 6. Are there any unsatisfied judgments outstanding against you? Yes _____ No _____

If you answered "Yes" to any of the above questions please provide details.

I hereby certify that all of my answers are true to the best of my knowledge and that the information is an accurate statement of fact. I certify that the social security or FEIN number is correct, and that I am a U.S. Citizen.

Independent Advisor Signature

X _____

Date _____



Independent Advisor Agreement (“Agreement”)

In consideration of their mutual undertakings as described herein, LegacyTree Foundation, an Oklahoma non-profit corporation (“LTF”), and the undersigned Independent Advisor (“IA”) hereby agree that this Agreement shall govern their business relationship, effective the _____ day of _____ 20_____.

1. **Appointment.** LTF hereby appoints IA, and IA hereby accepts such appointment to present and secure applications for LTF’s LegacyPlan planned giving programs and to perform the services described in this Agreement, but only to the extent expressly authorized herein. Nothing in this Agreement shall be construed as creating the relationship of employer and employee between LTF and IA. The IA shall personally witness and transmit to LTF, for its consideration, all applications, and he/she shall perform such other duties and services to the individual(s) executing LTF’s planned giving programs (“LegacyPlans”) with LTF as may be required. It is expressly understood between the parties to this Agreement that the IA represents those individual(s) executing LegacyPlans and does not represent LTF. IA represents and warrants that it has no contractual obligation or affiliation as agent, employee or independent contractor or affiliation as agent, employee or independent contractor that might prohibit IA from entering into this Agreement. IA must provide to LTF an executed copy of this Agreement and all required documentation, and same must be accepted by LTF.
2. **Development.**
 - a. **Compliance.** IA shall at all times comply with all federal, state or local laws, rules, regulations, and LTF policies and procedures in effect regarding the presentation of any and all LegacyPlan programs, including the issuance of the LTF General Information and Disclosure Notice. LTF’s policies and procedures are hereby incorporated into and made a part of this Agreement. IA shall use only the most current forms available from LTF. **IA specifically agrees not to represent LegacyPlans as securities, investments, investment contracts or insurance products, nor to utilize terminology typically associated with these vehicles such as “yield” “returns” or “profits”, in presenting a LegacyPlan to clients. IA agrees to explain that a LegacyPlan is a charitable planned giving program and that charitable intent should be an important part of the motivation for entering into such an agreement with LTF.**
 - b. **Materials.** IA shall not distribute to its representatives, clients or the general public any development or marketing materials or form documents that refer or relate to LTF’s LegacyPlans without the prior written approval of the President of LTF as to the form and content of such materials or documents.
 - c. **Suitability.** IA shall make every effort to determine that an LTF LegacyPlan is suitable for their client, taking into consideration the client’s immediate and long-term financial planning needs, including but not limited to: liquidity, income needs, tax issues and family considerations regarding heirs and beneficiaries. IA shall perform proper due diligence to ascertain pertinent facts related to a client’s overall needs, goals and intentions.
 - d. **Communications.** LTF may communicate with IA and transmit promotional materials through e-mails, faxes, letters, and other means, and IA consents to such communication.
3. **Development Fee.**
 - a. **In General.** In consideration of all of the services to be performed by IA under the terms of this Agreement, LTF shall pay a development fee as specified in Exhibit A. (“Development Fee”) The Development Fee applies only to transactions as to which the IA has signed the IA Certification on the LegacyPlan application and agreement form as the IA, and does not apply to any transaction procured through any other person or entity. The amount of the Development Fee shall be computed and paid following LTF’s receipt of the funds or assets on which the Development Fee is based and fully executed related documentation. It is expressly understood between the parties to the Agreement that not all states allow fees related to the issuance of certain LegacyPlan planned giving programs, such as charitable gift annuities; accordingly, in such cases, no fees related thereto will be earned or paid.
 - b. **Adjustments and/or Changes.** LTF reserves the right to adjust and/or change the computation of the Development Fee, as set forth in Exhibit A, at any time. Notwithstanding any change, the applicable Development Fee shall be honored for thirty (30) days following the date that an illustration is prepared by LTF.
 - c. **Charge-Back Period.** If, during the first year (365 days) from the LegacyPlan contract issuance date, the client alleges in writing that the features and benefits of the LegacyPlan were misrepresented by the IA and LTF is required to rescind the agreement, IA agrees to disgorge and refund all development fees back to LTF.
4. **No Agency Relationship and Warranties.** Nothing contained in this Agreement shall be construed to create any agency relationship between LTF and IA, including, but not limited to, an employee/employer relationship, partnership or joint venture. Neither party shall be or purport to be the agent or representative of the other, and neither party shall have any authority to act on behalf of, contract for, bind or otherwise represent the other, unless expressly authorized

under the terms of this Agreement or by a subsequent written instrument. IA shall not at any time make any statement to any person inconsistent with the provisions of this Agreement or LTF's forms or development materials. IA shall indemnify and hold LTF harmless from any and all claims, causes of action, damages, legal fees and other costs resulting from or in consequence of violations of this Agreement, including, but not limited to, unauthorized acts or transactions by the IA, the IA's employees or persons under the IA's supervision or control.

5. **Professional Designation.** Most state regulatory bodies do not require individuals performing charitable development activities to possess professional licenses; however, as a base-line qualification, LTF has elected to conduct development activities through financial service professionals who maintain appropriate licenses/professional designations in good standing. Accordingly, a copy of the foregoing non-expired documentation must be on file before any fees are processed. For states that regulate planned giving programs offered by LTF, it shall be the sole responsibility of the IA to possess any such license as may be required. Further, LTF recommends that IA maintain errors and omissions insurance with a liability limit of \$1,000,000 or greater.
6. **Term and Termination.** The term of this Agreement shall begin on the effective date of this Agreement, as indicated above, and shall continue until terminated, which termination shall be evidenced by notice offered by either party and forwarded to the other party by certified mail to the address noted herein or as later updated (if such address is received by the other party). Termination hereof shall not affect LTF's obligation to pay compensation for transactions closed, as provided herein, unless IA has breached any provision of this Agreement either prior to or following termination hereof.
7. **Applicable State Laws.** IA acknowledges that LTF's LegacyPlans are not available in every state and/or may not be offered to persons residing in certain states and that it is solely the IA's responsibility to be in compliance with all applicable state laws, codes, and regulations. Some states or state agencies require financial services professionals who solicit any planned giving programs to citizens of their states to register as a "Professional Fund Raiser," and any such requirement shall be the sole responsibility of the IA.
8. **Termination of Any Marketing Organization Affiliation.** In the event that IA terminates his/her relationship with a Marketing Organization ("MO") identified on their IA Appointment form, IA shall send a written notice to LTF informing LTF that their MO affiliation is terminated effective immediately. The written termination notice from IA to LTF must be accompanied by evidence of receipt by the MO of such notice. For a period of 180 days (6 months) following the date LTF received the notice of termination, LTF will compensate MO for any completed transactions resulting from illustrations issued through the IA prior to the termination date. Upon request, LTF will provide IA and/or MO with a list of illustrations issued prior to the termination date.
9. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed and enforced as if such provision had not been included.
10. **Assignability.** This Agreement may not be assigned.
11. **Modifications.** The terms of this Agreement may be adjusted from time to time by LTF to accommodate changes in its policies and procedures, as well as changes in the law regarding or applicable to planned giving transactions or charitable organizations. Accordingly, the latest version of this Agreement shall be binding on the parties, provided that any change to the terms of the Agreement shall apply only on a prospective basis as to the development activity and transaction occurring after the effective date of such change.
12. **Legal Construction.** IA acknowledges and represents that he/she has had the opportunity to have legal counsel of his or her choosing review this Agreement and any ambiguities in this Agreement shall be construed as if jointly prepared by both parties.
13. **Entire Agreement.** This Agreement sets forth all (and is intended by the parties to be an integration of all) of the representations, agreements, and understandings between the parties hereto, whether written or oral, and there are no representations, promised, agreements or understandings, oral or written, expressed or implied, between them other than as set forth or incorporated herein. This Agreement supersedes all prior agreements, written or oral. The submission of this Agreement for examination does not constitute an initial agreement until execution by both parties, however, once accepted, modifications may be made as described above in Paragraph 11.
14. **Non-waiver.** The failure of either party to insist upon a strict performance of any term condition or covenant herein shall not be deemed a waiver of any right or remedy that it may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants under this agreement, except as may be expressly waived in writing.
15. **Confidentiality.** The parties to this Agreement recognize and agree that this Agreement and the substance of the matters described herein shall be regarded as confidential and neither party shall reveal to or discuss with any third party the specific provisions of this Agreement. Notwithstanding the foregoing, either party hereto may reveal this Agreement to any parties to which they are accountable and to any appropriate governmental authority when required or permitted by law. Upon the breach of this Agreement by either party, the non-breaching party shall not be constrained by the provision of this Section in the pursuit of any remedies or other appropriate actions that might then be available to it as a result of such breach.
16. **Privacy of Donor/Seller and Annuitant/Payee Information.** The parties will protect the privacy of information relating to donors/sellers and annuitant/payees affected by the transactions described herein.

17. Disputed Resolution. This Agreement shall be governed by, construed and enforced in accordance with the laws of Tennessee. Any claim or dispute arising from or related to this Agreement shall be settled by mediation and, if necessary, legally binding arbitration. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to be effective as of the date first shown above.

LEGACYTREE FOUNDATION

INDEPENDENT ADVISOR

By: _____
James J Wolter, President

Signature

Print Name



EXHIBIT A: INDEPENDENT ADVISOR – FEE SCHEDULE

LTF provides Development Fees to IAs who close a transaction. A contracted IA will receive a Development Fee of Seven Percent (7%) of the Net Assets contributed to LTF for each completed transaction.

At the discretion of LTF, on occasion LTF may allow all or a portion of the compensation to be directed to IA directly from a marketing organization or commercial insurance carrier. Any such amounts would be applied against and would offset the compensation due from LTF. The total combined fee to be received by IA will equal 7%.

Net Assets. The Net Assets are defined as the net proceeds received by LTF in the transaction following the liquidation of all contributed assets and the payment of expenses necessarily related to the transaction. Certain transactions necessarily incur expenses including, but not limited to, real estate commissions, fees, taxes, title insurance, brokerage fees, or in the case of annuity transfers – surrender penalties. [Note: for tax reasons, the face amount of the client’s contract may illustrate the full market value or accumulation value of the asset, rather than the Net Assets received by LTF; such final illustration will not, however, affect the calculation of the Development Fee.]

Example: The Development Fee for an annuity transfer transaction will be calculated as follows:

Accumulation Value of Annuity	\$100,000
Surrender Penalties (10%)	\$ 10,000
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Net Assets Contributed to LTF	\$ 90,000
Development Fee to IA (7%)	\$ 6,300