

C.A.L.M.
Comprehensive Asset & Liability Management
Marketing & Consulting Agreement

This marketing and consulting agreement is between _____
(hereinafter “Advisor”) and CALM, LLC a New Mexico? LLC (hereinafter “Provider”).

This marketing and consulting agreement was created to allow Advisor to market and sell the proprietary sale’s platform called the C.A.L.M. plan and consult with Advisor about possible enhancements and improvements to the C.A.L.M. plan. The C.A.L.M. program is more specifically defined and outlined on the web-site http://clslegalplans.net/page/sqr6/CALM_Asset_Protection.html.

In its basic form, C.A.L.M. is an asset protection/financial planning sales platform structured as a membership and personal access legal plan. The C.A.L.M. platform was created to allow qualified advisors to sell certain asset protection and financial concepts/solutions to clients. Many of these solutions are covered in the CWPP™ and/or CAPP™ certification courses put forth by The Wealth Preservation Institute (WPI).

If any legal work is done through the C.A.L.M. Plan, it shall be done by a licensed attorney who is approved to render legal services in connection with the C.A.L.M. Plan. Legal services shall not be provided by Provider or Advisor (unless Advisor is a licensed attorney who is approved to render the specific services). If life insurance, annuities or other life and health insurance products are sold through the C.A.L.M. Plan, they shall only be sold by a life insurance licensed advisor. If securities are sold/recommended, they shall only be sold/recommended by a properly securities licensed advisor.

C.A.L.M. allows qualified advisors to take the knowledge they have in connection with asset protection, financial planning, estate planning, tax planning, corporate structure, etc. and bundle that up in a real live sales platform. What Provider has determined is that while education and knowledge are great, Advisors need help presenting advanced planning concepts to high income and/or net worth clients. Further, Advisors need a sales platform to move the client forward to take action and engage the Advisor’s “team” (team is used in an unofficial capacity not a formal one). In addition, Advisors need a technology-enabled process for assuring the quality of services rendered to the client.

The C.A.L.M. sales platform will allow Advisor to market to and make sales of Advisor’s services to high income and/or net worth client AND make money from selling C.A.L.M. Plan memberships (currently, Levels 1-5).

C.A.L.M. Plan Memberships and Services

In its current form, the C.A.L.M. Plan has five levels of Membership:

Level 1 (\$495) provides for a client a cursory review of their current asset protection problems, estate planning problems, as well as income tax issues, capital gains tax issues, financial planning issues and corporate structure issues. In addition to pointing out the problems, the review will also point out potential solutions to the problems. The client with Level 1 receives a 4-8 page memo. These memo's will be created by a CWPP™ advisor (initially all memos will be created by Rocco DeFrancesco, Founder of The WPI) and reviewed by the local Advisor who sold the C.A.L.M. platform.

Level 1 also includes the client receiving a monthly e-newsletter and webinar covering one of the topics covered in the CWPP™ and/or CAPP™ courses.

Level 2 (\$2,000) – Clients must first buy Level 1 in order to avail themselves to the benefits of Level 2 (and Level 4). With Level 2 the client will have setup for him/her a family limited partnership (FLP) or Limited Liability Company (LLC) in the proper jurisdiction to be used as an estate planning and asset protection tool. With Level 2, the FLP or LLC is not going to have valuations discounts and the like associated with it. That is more advanced estate planning. A client could add additional elements to the LLC or FLP and that would be paid for through the discounted legal services platform provided in Levels 2, 3, 4 and 5.

The cost of an LLC/FLP used by “asset protection gurus” around the country varies, but it usually ranges from \$3000-\$5,000. With Level 2, the client receives a summary review (Level 1 which is required to be purchased prior to buying Level 2) and a useful FLP setup in the right jurisdiction by a pre-certified attorney.

Level 2 also includes the client receiving a monthly e-newsletter and webinar covering one of the topics covered in the CWPP™ and/or CAPP™ courses.

Level 3 (\$7,500) includes a detailed and lengthy report that is given to the client which covers specifically what he/she should to become asset protected, minimize income, estate and capital gains taxes, how to protect money from downturns in the stock market, how to grow wealth and reach critical capital mass (CCM) as soon as possible (CCM is when a client has enough money and assets to retire at anytime without worry that the client will run out of money before death and when the client dies to have his/her estate taxes minimized).

Level 3 involves the client filling out a 50 question questionnaire as well as the client turning over all legal and financial documents that are relevant to the process. These documents will be used to formulate a 30-60 page detailed report for the client that will tell him/her all the options at hand and it will also make a recommendation for what they should do. The Level 3 report will be put together by The WPI, its educational board and the local Advisor.

Level 3 also includes a legal discount service where if the client wants to engage a legal or accounting advisor who has been pre-certified, the client can receive a 20% discount on those fees.

Level 3 also includes the client receiving a monthly e-newsletter and webinar covering one of the topics covered in the CWPP™ and/or CAPP™ courses.

Level 3 also includes burning all of the client's legal, accounting and financial documents to disc (to give to the client) and to a hard drive on secure server. This is done to ensure that the client always knows where his valued documents are located and so a secure set can be held in a safe environment in another location.

Level 4 (\$17,500) includes level 2. Level 4 is for clients who have liquid wealth (stocks, bonds, mutual funds, etc.) in an amount of in excess of \$200,000 (and certainly for client with wealth of \$400,000+). Level 4 provides for the client an offshore asset protection trust (OAPT) coupled with a domestic FLP or LLC.

Level 4 is for people with wealth who want to guarantee (as much as is humanly possible) that their liquid wealth is secure from all creditors. Having assets ultimately owned by an OAPT is the best way legally possible to protect money and is a must for any client with wealth.

The "asset protection gurus" typically charge \$20,000-\$25,000 or more for their OAPTs. Through Level 4, clients can purchase an OAPT for \$17,500 for a basic trust. Again, the client will receive Level 1 and Level 2.

Level 4 also includes a legal discount service where if the client wants to engage a legal or accounting advisor who has been pre-certified, the client can receive a 20% discount on those fees. This is important with clients who need more complex legal work done with their OAPT. Any legal work done over and above the \$17,500 base price will be done at a 20% discount.

Level 4 also includes burning all of the client's legal, accounting and financial documents to disc (to give to the client) and to a hard drive on secure server. This is done to ensure that the client always knows where his valued documents are located and so a secure set can be held in a safe environment in another location.

Level 5 is for clients with a net worth of \$15,000,000 or more and will include for them an A-Z estate plan done by the top law firms in the country. This kind of planning at many "downtown" firms costs \$50,000-\$75,000+. Level 5 is designed for the majority of \$30,000,000 and below clients with typical fact patterns and the cost for a complete estate plan will cost \$35,000. If a client has complications which are atypical or if the client has a net worth in excess of \$30,000,000, the costs for an estate plan will likely increase. Having said that, through the C.A.L.M. program, clients will receive a 20% discount on the legal fees in excess of \$35,000.

Level 5 also includes burning all of the client's legal, accounting and financial documents to disc (to give to the client) and to a hard drive on a secure server. This is done to ensure that the client always knows where his/her valued documents are located and so a secure set can be held in a safe environment in another location.

Level 5 will be overseen by The WPI educational board member, Jarrett Bostwick, JD, LL.M. Jarrett, who formerly directed the Advanced Wealth Design Center for National Financial Partners (NFP), is listed by Worth Magazine as one of the top 100 estate planning attorneys in the country. Jarrett, who is not an employee or owner of Provider, serves as National Coordinating for the Advanced Design Center for The Wealth Preservation Institute.

Payment to Advisor for Selling C.A.L.M. Plan Memberships

Every time Advisor sells a C.A.L.M. Plan Membership, he/she shall be compensated as follows:

Level 1—\$125

Level 2—\$250

Level 3—\$1,000

Level 4—\$2,500

Level 5—\$2,500

Marketing and Consulting Agreement

Advisor agrees to abide by the rules and regulations set forth in this document.

The C.A.L.M. platform is a patent-pending, proprietary sales and document/ data management platform which includes ADR (alternate dispute resolution), document preparation, document storage, discounted legal services, e-newsletters, webinars and more.

Provider grants to Advisor a non-exclusive, non-transferable, limited right to access and market the C.A.L.M. sales platform as set forth in this document.

Advisor is not an employee of Provider and shall not hold him/herself out as such. Advisor is selling the platform and participating in the process for the mutual benefit of Advisor, client and Provider.

When selling the C.A.L.M. programs, Advisor shall use only pre-approved marketing/sales material. Advisor agrees not to alter C.A.L.M. sales/marketing material.

Advisor agrees not to misrepresent the C.A.L.M. programs and will abide by the WPI Code of Ethics and Rules of Professional Responsibility for Certified Wealth Preservation Planners and Certified Asset Protection Planners.

Access

For access to the C.A.L.M. platform Advisor agrees to the following:

1) Advisor agrees to pay Provider \$250 annually for the ability to sell the C.A.L.M. platform. For advisors who have not signed up to become CWPP™ or CAPP™ advisors, this fee shall be paid up front prior to Advisor marketing the C.A.L.M. platform.

For current CWPP™/CAPP™ advisors or those who have signed up with the WPI to complete one or both course, this \$250 fee shall be due no later than 12 months after signing this agreement. Said advisors can choose to have this annual access fee paid from future sales of the C.A.L.M. Plan but again, no later than 12 months after signing this agreement.

This fee shall be paid to Provider through a credit card payment by VISA or MasterCard.

2) Advisor agrees to become either a CWPP™ or CAPP™ advisor within 12 months of signing this marketing and consulting agreement. If Advisor fails to become a CWPP™ or CAPP™ advisor within the 12 month period following the signing of this marketing and consulting agreement, there will be a \$250 termination fee/penalty for not accomplishing this agreed upon goal.

3) Advisor must abide by the WPI Code of Ethics and Rules of Professional Responsibility for Certified Wealth Preservation Planners and Certified Asset Protection Planners (which can be found at <http://www.thewpi.org/newindex.php?dept=51&pid=455>). Violation of the WPI Code of Ethics and Rules of Professional Responsibility will subject Advisor to immediate termination of their ability to sell the C.A.L.M. plan and the termination clause will be implemented.

The C.A.L.M. Plan sales platform is a membership program and personal access legal plan. Provider does NOT provide legal advice to clients who purchase any of the levels of C.A.L.M. Plan membership. The Advisor who sells the C.A.L.M. platform to a particular client is not authorized to provide legal advice to the same C.A.L.M. Plan member. Level 1 is a simple summary of a client's asset protection exposures and problems with his/her estate plan, income or capital gains tax problems and financial plan. With Levels 2, 3, 4 and 5, legal services will be provided for the client by an approved law firm. The approved law firm provides legal advice. Provider and Advisor do not provide legal advice (unless advisor is an attorney who is approved by the C.A.L.M. Plan to provide specified legal services to the Plan member). In Level 3 the client is given a detailed summary of there situation and the memo is not intended as a legal memo.

Termination and Continuation

Advisor shall continue to have the right to sell the C.A.L.M. plan based on this agreement for a period of 12 months.

This agreement can be terminated by Provider anytime with or without cause.

Advisor can terminate this agreement at any time with or without cause.

“Notice of Termination” shall be delivered in writing to the address listed at the end of this document.

This agreement shall renew automatically at the end of the term for an additional 12 month period. Advisor agrees to have on file with Provider a Visa or MasterCard used to charge the \$250 fee each year to have access to sell the C.A.L.M. platform.

Payment

Provider agrees to make the “Payment to Advisor for Selling C.A.L.M. Plan Memberships” in accordance with the schedule set forth above, within 30 days of payment by a client of Advisor who purchased one of the five levels.

Payments under this agreement shall be treated as independent contractor (1099) payments. An I.R.S. form 1099 shall be sent to Advisor at the end of each calendar year.

Injunctive Relief

The C.A.L.M. platform is a patent pending process and the material created for clients in Levels 1-5 is copyrighted and shall not be used by advisors without written permission of provider. It is specifically understood and agreed that the copyrighted material is of critical importance to the operations and interests of Provider and that any breach of the terms, covenants or conditions herein by Advisor will cause irreparable harm to Provider that may not be reasonably or adequately compensable by damages. Therefore, in addition to monetary damages and any other remedies that may be available, whether under this or any other Agreement between the Parties, or by operation of law or in equity, Advisor agrees that its obligations hereunder shall be enforceable by Provider through injunctive relief, both preliminary and permanent.

Intellectual Property

The C.A.L.M. platform incorporates systems and methods that are protected by patents pending, copyrights, trademarks and trade secrets that have been disclosed by Provider to Advisor and other third parties pursuant to non-disclosure agreements. Advisor agrees to consult with Provider from time to time for the purpose of keeping Provider informed of any comments, criticisms, suggestions or other ideas for improvement of the C.A.L.M. Plan and marketing/ sales platform. Advisor acknowledges Provider’s complete ownership in and to all source code, ideas, inventions, and confidential information referred to or disclosed in connection with the C.A.L.M. platform and all related materials. Should Advisor provide any information to Provider during the course of a discussion concerning any ideas, systems, methods or devices that Advisor has not claimed intellectual property rights to by way of a provisional patent application or issued patent dated prior to the date of such discussion and Provider incorporates some or all such information in future patent filings, such information shall be deemed the sole and exclusive property of Provider and Provider shall have any and all

rights in and to the patents that incorporate such information, unless Provider shall execute a written assignment of contingent or vested patent rights specifically addressed to such ideas, systems, methods or devices in favor of Advisor.

Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of Provider and to its successors, transferees and assigns.

Governing Law

This Agreement shall be construed in accordance with the laws of the State of New Mexico. Advisor hereby consents to jurisdiction and venue in the state of New Mexico in the county where Provider resident agent is located (or in any other county in which Provider sees fit). In any suit, proceeding or action to enforce any term, condition or covenant of this Agreement or to procure an adjudication or determination of the rights of any of the Parties, the substantially prevailing Party shall be entitled to recover from the other Party reasonable sums as attorney's fees and costs and expenses in connection with such suit, proceeding or action, including appeal, which sums shall be included in any judgment or decree entered therein.

Waiver of Breach

The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof by Provider shall not operate or be construed as a waiver by Provider nor of any other provision of the entire agreement, nor as a waiver of any subsequent breach by Receiver.

Entire Agreement

This Agreement constitutes the entire agreement among the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings. Further, this Agreement may not be modified, except in writing, signed by each Party and specifically referring to this Agreement.

C.A.L.M. LLC

By: Rocco DeFrancesco
Legal Representative

Date

Advisor

By:

Date

Please fax back to C.A.L.M. LLC at 269-408-1926
For Questions, please contact Rocco DeFrancesco at 269-408-1841