

C.A.L.M.
Comprehensive Asset & Liability Management
Licensing Agreement

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

This licensing agreement was created to allow Advisor to market and sell the proprietary sale’s platform called the C.A.L.M. plan. The C.A.L.M. program is more specifically defined and outlined on the web-site <http://assetprotectionsociety.org/advisors/?a=PG:889>.

In its basic form, C.A.L.M. is an asset protection/financial planning sales platform. The C.A.L.M. platform was created to allow qualified advisors to sell certain asset protection and financial concepts/solutions to clients. These solutions are all 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., it shall be done by a licensed attorney and not Advisor (unless licensed). If life insurance or annuities products are sold through, they shall only be sold by a life insurance licensed advisor. If securities are sold/recommend, they shall only be sold/recommend by a properly securities licensed advisor.

C.A.L.M. allows qualified advisors to take the knowledge they have on 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).

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. services (through Levels 1-5).

C.A.L.M. Services

C.A.L.M. in its current form has five levels.

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 (\$2,500) includes Level 1 and in addition, 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 \$3,000-\$5,000. With Level 2, the client receives a summary review (Level 1) and a useful FLP setup in the right jurisdiction by 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 (\$15,000) includes level 1 and Level 2. Level 4 is for client 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 a-typical 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 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 will be overseen by The WPI educational board member, Jarrett Bostwick, JD, LLM. Jarrett is listed by Worth Magazine’s one of the top 100 estate planning attorneys in the country and formerly directed the Advanced Wealth Design

Center for National Financial Partners (NFP). Jarrett is not an employee or owner of Provider.

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

Every time Advisor sells a Level of the C.A.L.M. program, 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

Licensing Agreement

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

The C.A.L.M. platform is a proprietary sales 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 use 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 to the extent it make sense for Advisor and the client.

Advisor shall only use when selling the C.A.L.M. programs pre-approved marketing/sales material. Advisors 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 ethical code of conduct discussed earlier.

Access

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

1) Advisor agrees to pay a licensing fee of \$250 annually. Since Advisor will make \$125 on the sale of a Level 1 plan, this amount nearly be made up by selling two

clients a Level 1 Plan. Advisor shall make \$250 when selling level two and therefore one sale of Level 2 will make up for the annual licensing fee.

CWPP™ or CAPP™ licensed advisors do not have to pay this fee up front and can choose to have it deducted from their first sales.

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

3) Advisor must abide by the ethical code of conduct when selling the C.A.L.M. platform. This code of conduct is the same code of conduct The WPI uses (which can be found at <http://www.thewpi.org/newindex.php?dept=51&pid=455>). Violation of the ethical code 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. sales platform is just that. Provider itself does NOT provide legal advice to clients who purchase any of the levels. Advisors who sell the C.A.L.M. platform are not providing legal advice. Level 1 is a simple summary of a client's situation. With Levels 2, 4 and 5, legal work is being done for the client by an outside law firm. That law firm is providing the legal advice, not Provider and not Advisor (unless advisor is an attorney who is also doing the legal work provided in whatever level). In Level 3 the client is given a detailed summary of their 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 without reason.

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 licensing fee each year.

Payment

Provider agrees to pay Advisor the fees listed 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 payments where a 1099 shall be sent to Advisor at the end of the 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 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.

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