

SMARTVESTOR™ AGREEMENT

SmartVestor Pro: Ken Fortuna

Market Activation Date: 12/31/2022

This SmartVestor™ Agreement (“**Agreement**”) is entered into and made effective as of the last date of signature set forth below (the “**Effective Date**”) by and between Ken Fortuna (“**Pro**”), having its principal place of business at 2515 Foothill Boulevard, Rock Springs, WY 82901 and The Lampo Group, LLC d/b/a Ramsey Solutions® (“**RS**”), a Tennessee limited liability company, having its principal place of business at 1011 Reams Fleming Blvd, Franklin, TN 37064.

RECITALS

WHEREAS, above-named Pro is an investing professional who is licensed in good standing to render investing services in their local market;

WHEREAS, the Pro desires to advertise services through RS both online and locally and to receive client introductions through the SmartVestor program, which is sponsored by RS;

WHEREAS, Pro acknowledges the value of online advertising and licensing of certain RS branding and associated marks for limited use in Pro’s business advertising; and

WHEREAS, Pro acknowledges the benefit of receiving client introductions through the SmartVestor program.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **SmartVestor Services**: The SmartVestor program is designed to assist Pro in advertising its services and to facilitate initial introductions between interested consumers and Pro who are located within their geographic location region. Such services, as more fully detailed on **Exhibit A** attached hereto and incorporated herein, include advertising space on RS’s web-based SmartVestor lists assigned to particular markets, as determined by RS. Pursuant to the limited license referenced in Section 2 below and subject to any rule or directive of the Pro’s employing firm (the “**Firm**”), Pro may use certain approved SmartVestor marks in Pro’s local marketing. Through SmartVestor, Pro will also be matched with consumers that are located in its geographic area based on objective criteria the consumer provides. The services described herein and set forth on **Exhibit A** are considered to be “endorsements” of the Pro within the meaning of Rule 206(4)-(e) of the Investment Advisers Act of 1940, as amended (“**Advisers Act**”).

Pro acknowledges and agrees that this Agreement is not exclusive and that RS makes no guarantee or warranty as to any particular volume of website traffic or views of Pro’s information, that any consumer will contact Pro, or that any advertising will result in the acquisition of any client by

Pro. Pro acknowledges and agrees that there has been no promise or guarantee that any consumers will elect to receive investment advisory service from Pro in connection with this Agreement.

During the term of this Agreement and for as long as Pro makes timely payment of the fees hereunder:

1.1 Consistent with the terms of this Agreement, RS will, to the extent required by Rule 206(4)-1(b) of the Advisers Act, clearly and prominently disclose to each consumer at the time the endorsement is disseminated: (A) that RS is not a current client of the Firm or any Pro; (B) that cash or non-cash compensation, as applicable, will be provided to RS for the endorsements; and (C) a brief statement of any material conflicts of interest on the part of RS resulting from the Firm's or any Pro's relationship with RS. In addition, RS will disclose to each consumer at the time the endorsement is disseminated:

(i) The material terms of any compensation arrangement, including a description of the compensation provided or to be provided, directly or indirectly, to RS for the endorsements; and

(ii) A description of any material conflicts of interest on the part of RS resulting from the Firm's or any Pro's relationship with RS and/or any compensation arrangement (together, the "**Endorsement Disclosure**").

Any such Endorsement Disclosure, a sample of which is attached as **Exhibit C** hereto and incorporated herein, may be amended from time to time in RS's sole discretion in order to comply with applicable law.

1.2 Notwithstanding the foregoing, Pro agrees that RS is not actively soliciting particular consumers on behalf of Pro or any particular investment adviser.

1.3 RS will cooperate in good faith with any reasonable requests by Pro to substantiate RS's compliance with its obligations under Advisers Act Rule 206(4)-1(b).

1.4 Neither RS nor any of its employees, officers or directors who provide any endorsement under the terms of this Agreement is an "ineligible person" because at the time of the endorsement, such person was subject to a "disqualifying Commission action" or any "disqualifying event" as such terms are defined in Advisers Act Rule 206(4)-1(e) (individually or collectively, an "**Ineligible Person**").

1.5 RS will promptly notify Pro in writing if RS or any of its officers, directors, or employees who provide an endorsement under this Agreement becomes an Ineligible Person. If Pro's continued payment or RS's receipt of fees under this Agreement is prohibited by the Advisers Act, Pro may suspend (but not waive) any further payments hereunder unless and until such prohibition is lifted, resolved, or removed.

2. **License:** During the term of this Agreement and for as long as Pro makes timely payment of the fees hereunder, RS grants Pro a limited, non-exclusive, revocable, royalty-free, non-transferable license to use marks and materials associated with RS's SmartVestor program in the promotion of Pro's investment services business. All use by Pro of any RS licensed item, including

licensed name, images, marks, promotional materials, and/or programs, in any marketing materials or contracts is subject to RS's prior approval, which may be granted or withheld in RS's sole discretion. All rights not granted herein are expressly reserved. This license shall automatically terminate upon termination of this Agreement and all previously approved materials utilizing RS marks shall be removed immediately and Pro will make no further use thereof.

3. **Training:** Pro is required to complete Ramsey Pro Training ("**Training**") before the Market Activation Date set forth above to participate in the SmartVestor program. Training will consist of modules and assessments for the Pro to complete in order to best serve RS consumers consistent with RS philosophies and principles. Training shall be made available to Pro upon Pro's Enrollment Date. The Enrollment Date shall be the date by which Pro has paid the training fee set forth in **Exhibit B** attached hereto and incorporated herein and has gained access to the Pro Portal. Upon (i) the Market Activation Date, (ii) Pro's payment of all fees set forth in **Exhibit B**, and (iii) Pro's successful completion of the Training, Pro's billboard will become active on RS's SmartVestor website. For clarity, Pro's billboard will not appear and become active on RS's SmartVestor website until all of the foregoing obligations have been fulfilled. In the event Pro fails to fulfill the foregoing obligations by the Market Activation Date, Pro will still be charged and agrees to pay the training, membership, and territory fees on the Market Activation Date. In addition, if Pro has not completed the Training within thirty (30) days after the Market Activation Date, then this Agreement shall automatically terminate and Pro will be removed from the SmartVestor program. For purposes of clarification, training fees are non-refundable.

4. **Representations; Warranties; Covenants; Authorizations:**

4.1 Pro represents and warrants that it is qualified to do business, licensed as required, and in good standing with all state and federal governing agencies to conduct the business for which Pro advertises on the SmartVestor website, including registration as an investment adviser or investment adviser representative with the SEC or a state securities regulator, as applicable. Pro agrees to maintain throughout the term of this Agreement all required licenses and other credentials in good standing. Pro also agrees to maintain commercially reasonable levels of errors and omissions as well as general liability coverage throughout the term of this Agreement. Pro also acknowledges and affirms the SmartVestor Pro Code of Conduct, as may be amended by RS from time to time. Pro represents and warrants that it shall comply with all applicable laws, including the Telephone Consumer Protection Act of 1991 ("**TCPA**") and the CAN-SPAM Act of 2003, when communicating with any consumer introduced hereunder and when providing any services to such consumers.

4.2 Pro hereby authorizes RS and those acting under its authority to release and share certain information with the Firm to use to perform Firm's supervisory obligations. The Pro's information that RS may share with the Firm includes: Pro's first name, Pro's last name, date Pro started in the SmartVestor program, and Pro's participation status in the SmartVestor program.

4.3 Pro indemnifies, releases, and holds harmless RS and those acting under its authority from any and all liability arising from or related to RS's sharing of Pro's information with the Firm and from the Firm's use of such information.

4.4 Pro understands this consent does not permit the Firm to authorize the release of Pro's information to any third party.

4.5 Pro understands that Pro's authorization will remain effective until Pro's termination from the SmartVestor program.

4.6 Pro indemnifies, releases, and holds harmless RS and those acting under its authority from any and all liability arising from or related to disclosures or statements Pro or the Firm may draft and/or populate (or RS may draft and/or populate upon written request by Pro or the Firm) on its company disclosure located on Pro's billboard on RS's SmartVestor website and/or RS consumers' results page.

5. **Information Exchange; Confidentiality:** Consumers have the ability to limit sharing of their contact information with any investment professionals participating in SmartVestor, and may authorize sharing of such information with designated professionals in a particular market, which may include Pro. RS will facilitate such information exchange only as authorized by consumers. RS makes no warranty of any kind regarding the information provided by consumers. Pro agrees that any potential or actual client information will be handled by Pro and the Firm consistent with legal and regulatory requirements of Pro's business as well as any data and information policies of the relevant investment adviser or broker-dealer with whom the Pro is associated.

5.1 **Definition.** For purposes of this Agreement, "**Confidential Information**" shall mean any data or information disclosed by one party to the other in connection with this Agreement that is not generally known to the public, and is clearly identified as confidential or, by its nature, should reasonably be considered confidential, including, but not limited to: (a) the terms and conditions of this Agreement (excluding the existence of this Agreement); (b) information about product plans, marketing strategies, finance, operations, customer relationships, customer profiles, customer lists, sales estimates or financial performance of either party; and (c) any computer software or computer database (including the software, embedded software, documentation or any portion thereof), including the source code or object code thereof, and any specifications, data, reports, formulae, data models, data formats, field or record layouts, or improvements related thereto. Confidential Information shall not include information that: (w) is or becomes a part of the public domain through no fault of the receiving party; (x) was lawfully received by the receiving party from a third party free of any obligation of confidence; (y) was already in the lawful possession of the receiving party prior to receipt from the disclosing party; or (z) the receiving party can show by a preponderance of documentary evidence was subsequently and independently developed by its employees, consultants or agents without reference to the Confidential Information of the disclosing party.

5.2 **Confidentiality Obligations.** Each party acknowledges that the Confidential Information of the other party is proprietary and confidential and may contain valuable trade secrets. Each party shall hold the Confidential Information of the other in confidence and protect the same with at least the same degree of care with which it protects its own most sensitive confidential information, but in any event no less than reasonable care. Each party shall use the Confidential Information of the other solely in connection with the exercise of its rights, and the performance of its obligations, under this Agreement and shall restrict disclosure of and access to the Confidential Information of the other party to its employees who require access to such

Confidential Information in connection with this Agreement. Each party shall require its employees to comply with the obligations of confidentiality set forth herein and shall be liable for any employee's failure to so comply. If a receiving party is required by judicial, administrative or other governmental order to disclose any Confidential Information of the other party, it shall notify the other party prior to making any such legally required disclosure in a timely manner and provide reasonable cooperation in order to allow such party to seek a protective order or other appropriate remedy. Provided such notification is given, the receiving party is hereby authorized to comply with such judicial, administrative or governmental order.

5.3 Ownership. All Confidential Information shall remain the property of the disclosing party providing the Confidential Information. Nothing in this Agreement is intended to grant any rights in or to the Confidential Information of the other party except as expressly set forth herein. All Confidential Information shall be returned to the disclosing party upon written request or termination of this Agreement.

5.4 Equitable Relief. In the event of a breach by a party of this Section 5, the non-breaching party may not have an adequate remedy solely in money damages and any such breach may cause the non-breaching party irreparable harm. In the event of such breach, the non-breaching party shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including an injunction or specific performance.

6. Fees:

6.1 In consideration for the services provided by RS hereunder, Pro shall pay RS the fees set forth on the Fee Schedule in Exhibit B. RS may amend the fees set forth on Exhibit B upon written notice to Pro.

6.2 Pro represents and warrants that it will not pass the fees it incurs hereunder to clients it is introduced to through SmartVestor, nor will it increase its advisory fees for such clients solely as a result of its participation in the SmartVestor program.

6.3 None of RS's employees, officers, directors who directly or indirectly receive compensation that is calculated by reference to the profits generated from fees paid for the endorsements provided under this Agreement is deemed to be an Ineligible Person.

6.4 Pro shall be responsible for and pay all federal, state, and local taxes or other levies ("Taxes") that are imposed, designated, levied, or based upon the services and products provided for herein, excluding those taxes based on net income derived by RS. Pro shall indemnify and hold RS harmless from all claims and liability resulting from Pro's failure to pay such amounts. All fees set forth herein are quoted exclusive of all Taxes.

7. Notices: Any notice, demand, or communication which either party is required to give the other party in connection with this Agreement must be in writing and must be addressed or delivered to: (i) the mailing address of the other party set forth above; or (ii) if to Pro, to the Pro's email address provided on the signature page of this Agreement.

8. **Initial Term; Renewal; Termination:**

8.1 This Agreement shall begin on the Effective Date. The initial term of this Agreement shall begin on the Effective Date and shall continue for one year after the Market Activation Date set forth on the first page to this Agreement. The Market Activation Date shall be the date by which the Pro has completed RS's SmartVestor Pro implementation and onboarding process. This Agreement will renew automatically for successive one (1) year terms unless either party gives written notice to the other at least thirty (30) days before the end of its then current term of its decision not to renew the Agreement.

8.2 Either party may terminate this Agreement without cause and for convenience upon thirty (30) days written notice to the other party hereto.

8.3 RS reserves the right to terminate this Agreement, without notice, at any time for any of the following reasons:

(i) Pro shall have made false statements or provided false or inaccurate information during the application process or any subsequent request for information by RS;

(ii) Pro or the Firm shall plead guilty, nolo contendere, or be convicted of a felony or any crime of dishonesty;

(iii) Pro or the Firm shall be prohibited from practice, publicly censured subject to discipline or liability related to securities fraud, consumer fraud or misrepresentation.

(iv) Pro or the Firm shall have been involved in any scandal, fraud, litigation, action, government investigation, or other circumstance, which in RS's reasonable judgment would impair RS's brand or good will by its continued relationship with Pro;

(v) Pro or the Firm shall have commenced state or federal bankruptcy proceedings; Firm shall be wound up, go into liquidation, or for any other reason shall cease or threaten to cease to carry on its business; a decree or order by a court or governmental agency or authority shall be entered for the appointment of a conservator, receiver, or liquidator for Pro or the Firm in an insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceeding; or

(vi) Pro shall have materially breached this Agreement, including the SmartVestor Pro Code of Conduct.

8.4 Upon termination of this Agreement, Pro shall promptly (but in no event later than ten (10) business days from the date of termination) notify all consumers that were referred to Pro by RS that the Pro's relationship with the SmartVestor program has terminated and that Pro is no longer a participant in the SmartVestor program.

9. **Governing Law; Exclusive Forum:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to rules governing conflicts of laws. At RS's sole election, RS may bring an action to enforce this Agreement in any other court having jurisdiction over Pro and over the subject matter. The prevailing party obtaining final

judgment, including appeals, in any such action shall be entitled to receive from the non-prevailing party reasonable attorney's fees incurred by reason of such action and all costs of suit and preparation thereof.

10. **No Partnership, Agency, or Other Relationship:** Nothing contained in this Agreement shall be deemed or construed by any person to create a partnership or joint venture between Pro and RS or to constitute either of Pro or RS as the agent, nominee, or representative of the other. Rather, Pro and RS are entering into a contract on terms as set forth in this Agreement, and each of Pro and RS shall perform all of its duties and obligations hereunder on an individual and independent basis. Neither RS nor Pro shall represent itself to any person as the other's agent, representative, correspondent, nominee or otherwise. Except as expressly provided in this Agreement, neither RS nor Pro shall use the name of the other nor use the other's trademarks in its advertisements, stationery, business cards, or loan application or related documents or forms without the prior written consent of the other.

11. **No Exclusivity:** This Agreement does not create an exclusive obligation on the part of RS. RS may provide the same or similar advertising services to other businesses, including competitors of Pro, on the SmartVestor website or in any other media.

12. **Non-Disparagement:** Subject to applicable law, Pro represents, warrants, and agrees it has not at any time in the past and shall not at any time in the future in any way publicly criticize, disparage, call into disrepute, compromise, or otherwise defame or slander RS or its subsidiaries, affiliates, successors, assigns, officers, directors, employees, agents, attorneys or representatives, or any of their businesses, products or services, in any manner that would reasonably be expected to damage the goodwill, name, brand, business, or reputation of RS, its businesses, products or services or their subsidiaries, affiliates, successors, assigns, officers (or former officers), directors (or former directors), employees, stockholders, agents, attorneys or representatives. This Section shall not limit the ability of Pro to act in accordance with his or her fiduciary duties or otherwise in accordance with applicable law. Notwithstanding the foregoing, nothing in this Section shall be deemed to prevent Pro from complying with a request for information from any governmental authority with jurisdiction over Pro from whom information is sought, provided that, solely in the case of any disclosure that is proposed or required to appear in any required disclosure relating thereto, Pro must provide written notice, to the extent legally permissible, to RS prior to making any such disclosure and reasonably consider any comments of RS in making any public disclosure.

13. **Indemnification and Limitation of Liability:**

13.1 Pro shall indemnify and hold harmless RS from and against all liabilities, damages, losses and expenses resulting or arising from (i) any breach of any warranty, covenant or other agreement of Pro contained in this Agreement; (ii) any and all claims, threats, suits, or actions arising from Pro's breach of any third-party agreements or infringement of third-party rights other than claims of infringement with respect to the limited license granted to Pro by RS under this Agreement; (iii) any and all claims, threats, or suits arising from any act, omission, fraud, statement or representation to any third party by Pro, including any and all claims of clients of Pro; and (iv) any violation by Pro of any statute, regulation, or other law. Pro's indemnification obligations shall include all attorneys' fees, expenses, and costs paid or incurred by RS.

13.2 EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, RS MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES CONCERNING THE RS SERVICES. RS DISCLAIMS, FOR ITSELF AND ITS SUBSIDIARIES AND AFFILIATES, ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES CONCERNING INFRINGEMENT, TITLE, CONDITION OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR WARRANTIES THAT THE RS SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

13.3 THE CUMULATIVE LIABILITY OF RS AND, ITS SUBSIDIARIES AND AFFILIATES TO PRO FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY PRO TO RS FOR THE SERVICES INVOLVED DURING THE ONE (1) YEAR PRECEDING PRO'S CLAIM.

13.4 IN NO EVENT SHALL RS OR, ITS SUBSIDIARIES AND AFFILIATES BE LIABLE TO PRO FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES RELATED TO DELAYS, LOSS OF DATA, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR PROFITS OR REVENUE), EVEN IF RS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.5 Any claim or cause of action arising out of, based on, or relating to this Agreement not presented by Pro within one (1) year from the discovery of the claim or cause of action shall be deemed waived. Pro shall have the duty to mitigate damages for which RS may become responsible under this Agreement.

14. **Successors and Assigns:** Neither party to this Agreement may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, RS may assign its rights and delegate its duties hereunder to any successor, surviving or resulting entity in any merger or other corporate combination or acquisition in which RS may be involved. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and permitted assigns.

15. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. The invalid, void or unenforceable provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible, unless such modification would materially alter the original intent of this Agreement. Any ambiguities in this Agreement will not be strictly construed against the drafter of the language concerned but will be resolved by applying

the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

16. **Survival of Terms following Termination of Agreement:** The obligations contained in Sections 5, 7, and 9-22 of this Agreement and any other Section of this Agreement which are expressed or which by their meaning are implied to survive termination shall survive the termination or expiration of this Agreement.

17. **Waiver:** Any forbearance by either party to this Agreement in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver or preclude the exercise of that or any other right or remedy.

18. **Third Parties:** This Agreement does not confer and shall not be deemed to confer or create any rights in or for third parties.

19. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever. Each party may execute a separate counterpart, and this Agreement will be effective when both parties have executed at least one such counterpart and delivered it to the other party.

20. **Entire Agreement:** This Agreement, including all Exhibits, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and cancels any prior agreement or understandings, whether oral or written, between the parties hereto with respect hereof, including any prior SmartVestor Advertising Agreement or SmartVestor Agreement. No addendum, supplement, modification, or amendment of this Agreement shall be binding unless set forth in writing and signed by both of the parties hereto.

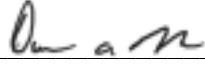
21. **Force Majeure:** Except for Pro's payment obligations hereunder, neither party shall be responsible for delays or failures in performance resulting from acts or events beyond its reasonable control, including but not limited to, acts of nature, pandemics, epidemics, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

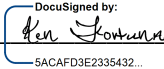
22. **Headings:** The Section headings of this Agreement are inserted for reference and convenience purposes only and do not constitute a part, nor shall affect the meaning or interpretation of, this Agreement.

This Agreement shall be effective on the Effective Date.

The Lampo Group, LLC

Pro

By: 

By: 

Name: Darrell Moore

Name: Ken Fortuna

Title: VP of SmartVestor™

Email: ken@anvilwealth.com

Date: 12/12/2022 | 10:17 AM PST

Date: 12/12/2022 | 10:17 AM PST

Exhibit A

SmartVestor Services

In consideration for payment of the fees described in Exhibit B, RS will provide the following services:

1. **SmartVestor Listing and Client Referrals:** RS will make Pro's information available to consumers through the SmartVestor website. The ad space will allow for RS approved headshot and a link to Pro's professional website. The content of any ad on the SmartVestor website shall be controlled by RS pursuant to its policies. Consumers entering a zip code will be matched with between three and five different Pros located in the consumer's general geographic area and will be able to view the information about each Pro that is provided through the SmartVestor website. Consumers will not be required to provide demographic or financial information about themselves. The consumer will then be able to review information about each Pro that is presented through the SmartVestor website and make a determination as to whether to contact the Pro and ultimately hire him or her to provide investment advice. The presentation of each Pro's information is in a consistent format, with no Pro receiving a more prominent presentation than another. Pro's information will be displayed along with other Pros, including potential competitors of Pro in the relevant market. In the event there are more than five participating Pros in the geographic area corresponding to a consumer's zip code, SmartVestor will shuffle the Pros so that a random selection of five are displayed for each separate search inquiry by a consumer within that geographic area.
2. **Optional Information Exchange:** On RS's website, www.smartvestor.com, consumers will be given the option to share contact information provided by the consumer on RS's SmartVestor website to investing professionals in a particular market, including Pro. Any such information is provided to Pro "AS-IS" and without warranty of any kind. RS does not guarantee that Pro will receive any contact information through its website and does not guarantee that Pro will actually transact business with any consumer sharing information with Pro through the website. RS does not evaluate the information provided and does not collect asset or financial information for any consumer. RS will not direct the consumer to any particular Pro, nor will it attempt to evaluate the individual investment objectives or financial circumstances for purposes of referring a consumer to any particular Pro.
3. **Client Referrals:** RS's role is limited to facilitating an initial introduction between consumers and the Pros. Neither RS nor any of its employees are involved in any subsequent communications between the consumers and Pros following the initial online listing of the Pro's profile and exchange of contact information. RS, through the SmartVestor program, does not provide consumers with an assessment of the merits of any particular Pro or their investment strategies, and does not evaluate or provide consumers with an analysis of the merits or shortcomings of any participating Pro.
4. **Ramsey Pro Training:** RS will provide and Pro must complete the Training described in Section 3 of the Agreement.

5. **Limited License**: Pursuant to Section 2 of the Agreement, Pro is also granted a limited license to use certain RS and SmartVestor related images, marks, and other marketing materials to incorporate into Pro's own local marketing efforts. Pro may publicly disclose him or herself as a Pro in all print, newsletter, outdoor, radio, or other approved media, with prior written approval of RS of any and all marketing. Pro agrees to send any and all use of RS brands to RS for approval before printing, publication, and use. All prior approved RS material will be made available to Pro through RS's web portal. Any other requests shall be submitted to RS for prior approval and approval shall be granted in accordance with RS guidelines and policy. In the event this Agreement is terminated, Pro agrees to immediately cease all use of any RS brand, logo, picture, name, voice, or other material associated with RS in any way. All rights granted under this Agreement and all Exhibits terminate simultaneously with the termination of this Agreement.

Exhibit B

Fee Schedule

1. **Training Fee:** Pro shall pay a one-time training fee of \$3,000 for Training upon the Enrollment Date.
2. **Membership Fee:** Pro shall pay a membership fee of \$400 per month during the term of this Agreement starting on the Market Activation Date. The membership fee is paid per SmartVestor account, not per market, and is not affected by territory fees.
3. **Territory Fee:** Pro shall pay a flat monthly territory fee in exchange for the advertising services rendered under this Agreement starting on the Market Activation Date. The specific fee for Pro is based upon criteria including the market size classification (small, medium, large, or premium) and historic volume of web traffic to RS's SmartVestor website (without regard to the number of views or clicks on Pro's advertisement or on the link to Pro's website). Pro agrees to the following:

<u>Items</u>	<u>Start Date</u>	<u>Market Size</u>	<u>Monthly Fee</u>
Ramsey Pro Training (one time fee of \$3,000.00)	12/8/2022		
SmartVestor Membership Fee			\$400.00
Cheyenne, WY	12/31/2022	Small	\$550.00

4. **Billing and Payment:** All fees will be paid by automatic bank draft on the 14th of each month during the term of this Agreement. Pro will provide RS with all information necessary to set up a secure, recurring bank draft.



Exhibit C

Endorsement Disclosure

SmartVestor™ is an advertising and referral service for investment professionals operated by The Lampo Group, LLC d/b/a Ramsey Solutions® (“RS”). When you provide your contact information through the SmartVestor site, RS will introduce you to up to five (5) investment professionals (“Pros”) that cover your geographic area, including [PRO’S NAME] (“Adviser”) with [FIRM]. Adviser has entered into an agreement with RS under which Adviser pays RS a one-time training fee of [AMOUNT], a flat monthly membership fee of [AMOUNT], and a flat monthly territory fee of [AMOUNT] to advertise Adviser’s services through SmartVestor and to receive client referrals from interested consumers who are located in Adviser’s geographic region.

The fees paid by Adviser to RS are paid irrespective of whether you become a client of Adviser and are not passed along to you. However, you should understand that all of the Pros that are available through SmartVestor pay RS fees to participate in the program. Further, the amount of compensation each Pro pays to RS will vary based on certain factors, including whether the Pros choose to advertise in local or national markets. In addition, such compensation creates an incentive for RS to recommend Pros, including Adviser, which may result in a material conflict of interest. RS also has a financial incentive to present certain Pros that offer their services on a national basis (“National Pros”) more often than other National Pros that pay lower fees.

It is up to you to interview Adviser and decide whether you want to hire them. If you decide to hire Adviser, you will enter into an agreement directly with Adviser to provide you with investment advisory services. RS is not affiliated with Adviser and neither RS nor any of its representatives are authorized to provide investment advice on behalf of Adviser or to act for or bind Adviser. RS introduces you to Pros that cover your geographic area based on your zip code. Neither RS nor its affiliates provide investment advice or recommendations as to the selection or retention of any Pro, nor does RS evaluate whether any particular Pro is appropriate for you based on your investment objectives, financial situation, investment needs, or other individual circumstances. No investment advisory agreement with Adviser will become effective until accepted by Adviser. RS does not warrant any services of Adviser or any SmartVestor Pro and makes no claim or promise of any result or success by retaining Adviser. Your use of SmartVestor, including the decision to retain the services of Adviser, is at your sole discretion and risk. Any services rendered by Adviser are solely that of the Adviser. The contact links provided connect to third-party websites. RS and its affiliates are not responsible for the accuracy or reliability of any information contained on third-party websites. Adviser has completed Ramsey Pro Training and signed a Code of Conduct under which it has agreed to certain general investment principles, such as eliminating debt and investing for the longer-term, but RS does not monitor or control the investment advisory services Adviser provides.

