

This Legacy System Experience Agreement is by and between **Estate System LLC d/b/a Legacy System (“Legacy System”, “the Company”, “we”, “us” or similar), and the client using the Service as defined below (“Client”, “you”, “your” or similar)**. This agreement applies to the program entitled “Legacy System Experience” held from 3 September 2024 through 26 November 2024. This agreement is effective only for those dates except as noted herein.

You agree that by making any payment for the Program you are legally bound by these terms, and you represent and warrant that:

- (i) you have read and understand this agreement;
- (ii) you are at least eighteen (18) years old; and
- (iii) you have the right, power, and authority to enter into this agreement on behalf of Client and to bind Client to these terms.

WHEREAS, Legacy System offers a program entitled “Legacy System Experience” (“LSE”, the “Program”, or the “LSE Program”), and Client intends to avail itself of such program.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Legacy System and Client agree as follows:

### **1. Benefits of the LSE Program; Payment; Satisfaction Guarantee**

Upon payment, we agree to provide the services and benefits of the LSE Program outlined more fully described in Exhibit “A”, incorporated in full by reference. You agree to abide by all policies, procedures, and commitments as outlined in this agreement as a condition of your participation in the LSE Program.

You agree to abide by the payment terms more fully described in Exhibit “B”, incorporated in full by reference.

We offer a satisfaction guarantee as more fully described in Exhibit “C”, incorporated in full by reference.

### **2. Confidentiality**

The Company respects Client’s privacy and insists that Client respects the Company’s and Program Participants (herein referred to as “Participants”). Thus, consider this a mutual non-disclosure agreement. Any Confidential Information shared by Program participants or any representative of the Company is confidential, Proprietary, and belongs solely and exclusively to the Participant who discloses it. Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, on the forum or otherwise. Client agrees not to use such confidential information in any manner other than in discussion with other Participants during the Program. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Client agrees not to violate the Company’s publicity or privacy rights. Furthermore Client will NOT reveal any information to a third party obtained in connection with this Agreement or Company’s direct or

indirect dealings with Client including but not limited to; names, email addresses, third-party company titles or positions, phone numbers or addresses. Additionally, Consultant will not, at any time, either directly or indirectly, disclose confidential information to any third party. Further, by purchasing this product you agree that if you violate or display any likelihood of violating this session the Company and/or the other Program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

### **3. No Transfer of Intellectual Property**

Our program is copyrighted and original materials that have been provided to Client are for Client’s individual use only and a single-user license. Client is not authorized to use any of Company’s intellectual property for Client’s business purposes. All intellectual property, including Company’s copyrighted program and/or course materials, shall remain the sole property of the Company. No license to sell or distribute Company’s materials is granted or implied. By purchasing this product, Client agrees (1) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights, (2) that any Confidential Information shared by the Company is confidential and proprietary, and belongs solely and exclusively to the Company, (3) Client agrees not to disclose such information to any other person or use it in any manner other than in discussion with the Company. Further, by purchasing this product, Client agrees that if Client violates, or displays any likelihood of violating, any of Client’s agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

### **4. Client Responsibility**

The Program is developed for strictly educational purposes ONLY. Client accepts and agrees that Client is 100% responsible for their progress and results from the Program. Company makes no representations, warranties or guarantees verbally or in writing. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. Client acknowledges that as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that Client will reach their goals as a result of participation in the Program. The Program education and information is intended for a general audience of estate planning attorneys and does not purport to be, nor should it be construed as, specific advice tailored to any individual. Company assumes no responsibility for errors or omissions that may appear in any program materials.

### **5. Independent Contractor Status**

Nothing in this Agreement is to be construed as creating a partnership, venture alliance, or any other similar relationship. Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform hereunder. In no event shall such persons be deemed employees or agents of the other party by virtue of participation or performance hereunder.

### **6. Force Majeure**

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats

or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Company to perform its obligations under this Agreement, the Company's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

#### **7. Severability/Waiver**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

#### **8. Limitation of Liability**

Client agrees they used Company's services at their own risk and that Program is only an educational service being provided. Client releases Company, its officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, Instructors, guides, staff, Participants, and related entities any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter "Releasees") from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs. Client accepts any and all risks, foreseeable or unforeseeable. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrolment in the Program. Company assumes no responsibility for errors or omissions that may appear in any of the program materials.

#### **9. Non-Disparagement**

The Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. The parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Company or any of its programs, members, owner directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

#### **10. Assignment**

The Client may not assign this Agreement without express written consent of the Company.

#### **11. Modification.**

This Agreement may be modified from time to time, and all modifications are effective as of the publish date of such, with or without advance notice to you.

#### **12. Termination**

Company is committed to providing all clients in the Program with a positive Program experience. By purchasing this product, Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Program without refund or forgiveness of monthly payments if Client becomes disruptive to Company or Participants, Client fails to follow the Program guidelines, is difficult to work with, impairs the participation of the other participants in the Program or upon violation of the terms as determined by Company.

#### **13. Indemnification**

Client shall defend, indemnify, and hold harmless Company, Company's officers, employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements – which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or wilful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company. In consideration of and as part of my payment for the right to participate in the Program, the undersigned, my heirs, executors, administrators, successors and assigns do hereby release, waive, acquit, discharge, indemnify, defend, hold harmless and forever discharge the Company and its subsidiaries, principals, directors, employees, agents, heirs, executors, administrators, successors, and assigns and any of the training instructors, guides, staff or students taking part in the training in any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter "Releasees") of and from all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs.

#### **14. Resolution of Disputes**

If not resolved first by good-faith negotiation between the parties, every controversy or dispute relating to this Agreement will be submitted to the American Arbitration Association. All claims against Company must be lodged within 100-days of the date of the first claim or otherwise be forfeited forever. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand. The parties shall cooperate to ensure that the arbitration process is completed within the ninety (90) day period. The parties shall cooperate in exchanging and expediting discovery as part of the arbitration process. The written decision of the arbitrators (which will provide for the payment of costs) will be

absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or a decree in equity, as circumstances may indicate. In disputes involving unpaid balances on behalf of Client, Client is responsible for any and all arbitration and attorney fees.

### 15. Equitable Relief

In the event that a dispute arises between the Parties for which monetary relief is inadequate and where a Party may suffer irreparable harm in the absence of an appropriate remedy, the injured Party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction.

### 16. Notices

Any notices to be given hereunder by either Party to the other may be effected by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing. For purposes of this Agreement, "personal delivery" includes notice transmitted by fax or email. Email: help[at]thetribecourse[dot]com. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Any breach or the failure to enforce any provision hereof shall not constitute a waiver of that or any other provision in any other circumstance. This Agreement constitutes and contains the entire agreement between the parties with respect to its subject matter, supersedes all previous discussions, negotiations, proposals, agreements and understandings between them relating to such subject matter. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, United States of America.

### 17. Earnings Disclaimer

Every effort has been made to accurately represent this product and its potential.

There is no guarantee that you will earn any money using the techniques and ideas in these materials. Examples in these materials are not to be interpreted as a promise or guarantee of earnings. Earning potential is entirely dependent on the person using our product, ideas and techniques. We do not position this product as a "get rich scheme."

Any claims made of actual earnings or examples of actual results can be verified upon request. Your level of success in attaining the results claimed in our materials depends on the time you devote to the program, ideas and techniques mentioned, your finances, knowledge and various skills. Since these factors differ according to individuals, we cannot guarantee your success or income level. Nor are we responsible for any of your actions.

Materials in our product and our website may contain information that includes or is based upon forward-looking statements within the meaning of the securities litigation reform act of 1995. Forward-looking statements give our expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as

"anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a description of potential earnings or financial performance.

Any and all forward looking statements here or on any of our sales material are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and no guarantees are made that you will achieve results similar to ours or anybody else's, in fact no guarantees are made that you will achieve any results from our ideas and techniques in our material.

If you do not understand or agree with any of these conditions, please do not enroll in the Program.

### Contact Us

Please direct any questions and concerns regarding this agreement to us at:

Estate System LLC d/b/a Legacy System  
Address: 304 S. Jones Blvd #1784, Las Vegas, NV 89107  
Telephone: (720) 248-7707  
Email Address: support@legacysystem.com

### EXHIBIT "A": LEGACY SYSTEM EXPERIENCE

- 13-week program with live training sessions for you and your team members (a total of seven sessions, 2.5 hours each); and 12 accountability calls for you and your team members (30-min weekly sessions).
- Implementation milestone tracking throughout the program duration; metrics dashboard for use by the Client during and beyond the program duration; and program workbook mailed to you in advance.
- Private online group for collaboration with the Company's team and the other participants in the program.
- You commit to participating in the live training sessions. If you cannot make it, the recording will be provided and you commit to watching the recording timely.

### EXHIBIT "B": PAYMENT TERMS

- Payment can be made in full in one of two ways:
  - One-time payment of \$2,297; or
  - Three monthly payments of \$897 each (the "payment plan"). If you choose the payment plan, you may pay the balance in full in advance at any time, which will be prorated as compared to the one-time payment option, calculated as of the date you pay the balance in full. In addition, if at any time you are behind on payments under the payment plan, then you forfeit participation in the program during the time any payment is past due. The Company has no responsibility to "make up" or compensate you for the time during which you forfeited participation in the program. You further understand the payment plan is not a subscription that can be canceled before all three payments are made; this is an installment plan of the full program fee of \$2,691 offered as a courtesy.
- With each paying attorney participant, non-attorney team members employed or contracted by the Client to perform work in their estate planning firm may participate free of charge, except that the team member does not receive the printed workbook by mail unless the

Client chooses to pay for printing and shipping for such for the team member.

- All payments are non-refundable.
- If you received a discount on the program tuition due to your Legacy System Membership level, then you acknowledge you must remain current on such member payments throughout the program duration in order to remain qualified to participate or continue to participate.

**EXHIBIT “C”: SATISFACTION GUARANTEE**

- If for any reason after you attend (or watch all recordings of) all the training sessions and accountability calls, reach all the implementation milestones, track your metrics promptly during the program duration, and complete the workbook in full, you still have not saved any time or profit, then you are eligible for a complete refund of program payments successfully made under this agreement.. All such terms for this guarantee will be independently verified by the Company and the Client will provide all requested information promptly. In no event is this satisfaction guarantee available after December 31, 2024.