

# STRATEGIC PARTNER AGREEMENT

**I. The Parties.** This Strategic Partner Agreement (“Agreement”) is made between:

Client: Wilson Hand, 960 Alpine Lane #4 Jackson, WY 83001 (“Client”), and

Strategic Partner: \_\_\_\_\_,  
 (“Strategic Partner”).

WHEREAS the Client intends to pay the Contractor for Services provided, effective \_\_\_\_\_, under the following terms and conditions:

**II. The Services.** The Contractor agrees to perform the following: The Strategic Partner assists with education and information related to specific strategies and transactions that may benefit clients, associates, and colleagues.

Hereinafter known as the “Services”.

**III. Payment.** In consideration for the Services to be performed by the Strategic Partner, the Client agrees to pay the following:

For referrals of the Strategic Partner that participate in the leveraged charitable deduction transaction, the strategic partner will receive 10% of the referral's funds. The percentage applies to transactions completed by December 15, 2023.

If the Strategic Partner introduces the strategy to a 2nd party who then makes a direct referral, the Strategic Partner will receive 5% of the amount of the referral's funds. The percentage applies to transactions completed by December 15, 2023.

Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and the Client's approval, not to be unreasonably withheld.

**IV. Due Date.** The Services provided by the Strategic Partner shall be completed by December 15, 2023.

**V. Termination.** This Agreement shall terminate upon the completion of the services provided.

In addition, the Client or Strategic Partner may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party.

**VI. Option to Terminate.** The Client and Strategic Partner shall at any time by providing 30 days notice. Any compensation due will be paid by the completion of the 30 day period.

**VII. Independent Contractor Status.** The Strategic Partner, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Strategic Partner's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Strategic Partner agrees and represents: Strategic Partner has the right to perform services for others during the term of this Agreement; Strategic Partner has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Strategic Partner shall select the routes taken, starting and ending times, days of work, and order the work is performed; Strategic Partner has the right to hire assistant(s) as subcontractors or to use employees to provide the Services required under this Agreement. Neither Strategic Partner, nor the Strategic Partner 's employees or personnel, shall be required to wear any uniforms provided by the Client; The Services required by this Agreement shall be performed by the Strategic Partner, Strategic Partner 's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Strategic Partner; Neither Strategic Partner nor Strategic Partner's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement; and Neither the Strategic Partner nor Strategic Partner's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

**VIII. Business Licenses, Permits, and Certificates.** The Strategic Partner represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

**IX. Federal and State Taxes.** Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Strategic Partner's payments to employees or personnel or make payments on behalf of the Strategic Partner; Make federal or state unemployment compensation contributions on the Strategic Partner 's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Strategic Partner is not a corporation, all applicable self-employment taxes. Upon demand, the Strategic Partner shall provide the Client with proof that such payments have been made.

**X. Benefits of Strategic Partner's Employees.** The Strategic Partner understands and agrees that they are solely responsible for shall be liable to all benefits that are provided to their employees, including but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

**XI. Unemployment Compensation.** The Strategic Partner shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Strategic Partner shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

**XII. Workers' Compensation.** The Strategic Partner shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Strategic Partner hires employees to perform any work under this Agreement, the Strategic Partner agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Strategic Partner must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

**XIII. Indemnification.** The Strategic Partner shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

**XIV. Confidentiality.** The Strategic Partner acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Strategic Partner in order for the Strategic Partner to perform their duties under this Agreement. The Strategic Partner

acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Strategic Partner will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Strategic Partner to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Client about whom the Strategic Partner gained knowledge as a result of the Strategic Partner's Services to the Client. Upon termination of the Strategic Partner's Services to the Client, or at the Client's request, the Strategic Partner shall deliver to the Client all materials in the Strategic Partner's possession relating to the Client's business. The Strategic Partner acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

**XV. Proprietary Information.** Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Strategic Partner hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Strategic Partner retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Strategic Partner hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Strategic Partner's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and The Client will be entitled to use Strategic Partner's name and/or likeness in advertising and other materials.

**XVI. No Partnership.** This Agreement does not create a partnership relationship between the Client and the Strategic Partner. Unless otherwise directed, the Strategic Partner shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

**XVII. Assignment and Delegation.** The Strategic Partner may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Strategic Partner recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Strategic Partner shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XIV & XV of this Agreement. If any

such information is shared by the Subcontractor to third (3<sup>rd</sup>) parties, the Strategic Partner shall be made liable.

**XVIII. Governing Law.** This Agreement shall be governed under the laws in the State of Wyoming.

**XIX. Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XX. Breach Waiver.** Any waiver by the Client of a breach of any section of this Agreement by the Strategic Partner shall not operate or be construed as a waiver of any subsequent breach by the Strategic Partner.

**XXI. Entire Agreement.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Strategic Partner.

**Client Signature:** \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**Strategic Partner Signature:** \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_