

## Agreement Acceptance

(a) Agreement Acceptance. IMPORTANT - PLEASE READ: This Wealth Stack ProAdvisor Program Agreement ("Agreement"), is made between you ("Member") and Wealth Stack Inc. and/or its subsidiaries and affiliates ("Wealth Stack"), is effective when you accept the terms of this Agreement and create your required account with Wealth Stack ("Effective Date"). This Agreement describes the terms governing your enrollment and participation in the Wealth Stack ProAdvisor Program (the "Program"). It includes by reference:

- Applicable Wealth Stack's Privacy Policy: <https://wealthstack.us/privacy-policy/>
- Additional terms and conditions, which may include those from third parties.
- Any terms provided separately to you for the Program, including, without limitation, the Program, Certification and Profile Listing requirements and the Trademark Usage Restrictions and the Wealth Stack ProAdvisor Program Member Guide for Brand Use ("Brand Use Guide").

## 2. Program Overview, Enrollment and Certification

(b) Overview. The ProAdvisor Program ("Program") is a partner loyalty program that is available to eligible accounting and finance professionals that Wealth Stack in its sole discretion selects for the program. To participate, you must have or create a Wealth Stack Administrator login with Wealth Stack. When you create a login, you will belong under a Wealth Stack Partner firm and you will automatically be enrolled under the firm's Wealth Stack ProAdvisor Program.

(c) Enrollment. The Program is open only to legal residents of the country supporting the applicable Program, including for the U.S., one (1) of the fifty (50) United States, the District of Columbia, or Puerto Rico

By accessing, signing up, participating in, or otherwise using the Program you agree that:

- You can form a binding contract with Wealth Stack;
- You are not a person who is prohibited from receiving the Services under the laws of the United States or any other applicable jurisdiction;
- You are a resident of the country where you have registered for the Program; and
- You will comply with this Agreement and all applicable local, state, national, and international laws, rules, and regulations, including import and export regulations.

## 3. Proprietary Rights

Member agrees that Member is not authorized or permitted to use the term or name "Member: Wealth Stack ProAdvisor Program" or other permitted uses as provided in the Trademark Usage Restrictions herein unless Member maintains current, valid participation, and only during the Term, as defined below. Member agrees to abide by all of the Trademark Usage Restrictions and the Brand Use Guide. Member further agrees that Member is not authorized or permitted by Wealth Stack to use the trademarks "Wealth Stack", "ProAdvisor", "Wealth Stack ProAdvisor", or Wealth Stack's corresponding logo designs, or any other trademarks, trade names or domain names corresponding to or similar to Wealth Stack's marks - in any Member products, services,

domains, business source identifiers, or advertising, or in any way not expressly set forth in this Agreement.

#### 4. Data Processing and Privacy

You acknowledge that Wealth Stack will process your personal information as described in our Privacy Policy when you use our Program or Services. As a Member you further agree to maintain data privacy standards that are at least as restrictive and protective as our Privacy Policy. Any violation of our Privacy Policy or any unauthorized access, misuse, or collection of any client or customer personal information shall be considered a material breach of this Agreement.

#### 5. Protection of Interest

a. Acknowledgment of Rights. Member acknowledges Wealth Stack's exclusive rights in all of its trademarks, trade names, ("Wealth Stack Logos") and all goodwill associated therewith, and acknowledge that any and all plain-text uses of Wealth Stack Logos by you inure solely to the benefit of Wealth Stack. You shall not challenge Wealth Stack's exclusive rights in and to the Wealth Stack Logos. You shall not do anything that might harm the reputation or goodwill of Wealth Stack or any of the Wealth Stack Logos. You shall not take action inconsistent with Wealth Stack's rights in the Wealth Stack Logos. You shall not adopt, use, or register any corporate name, trade name, trademark, service mark, internet domain name, or other designation confusingly similar to the Wealth Stack Logos or incorporating in any way any of the Wealth Stack Logos. If at any time you attempt to acquire any rights in, or registration(s) or application(s) of any kind for, containing or corresponding to the Wealth Stack Logos by operation of law or otherwise, you will immediately and at no expense to Wealth Stack assign such rights, registrations, names or applications to Wealth Stack, along with any and all associated goodwill.

b. Enforcement. In the event you become aware of any unauthorized use of the Wealth Stack Logos by a third party, you should promptly notify Wealth Stack in writing, and shall cooperate fully, at Wealth Stack's expense, in any enforcement of Wealth Stack's rights against such third party.

#### 5. Conduct of Business

You agree (a) to conduct business and provide services in a manner which reflects favorably at all times on the products, services, goodwill and reputation of Wealth Stack; (b) to conduct business and provide services in full compliance with all applicable laws and regulations; (c) to conduct business and provide services in full compliance with all agreements you may have with Wealth Stack, including but not limited to the Wealth Stack Services, End User License Agreements or Terms of Services; (d) not to engage in illegal, deceptive, misleading or unethical practices; (e) not to make any statements, representations, warranties, or guarantees to customers that are inconsistent with the policies established by Wealth Stack; (f) to provide support and services of the highest quality and integrity; and (g) to use best efforts to resolve any complaints or disputes with your clients regarding your services under the Program in a fair, ethical, and timely manner.

Member agrees not to use or display any materials or content in its website in a manner that is, as determined by Wealth Stack in its sole discretion, defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of Wealth Stack, or the goodwill associated with Wealth Stack. If Wealth Stack determines in its sole discretion that you are using the Program for any unauthorized purpose, for a purpose that conflicts with the goals of the Program, or otherwise in violation of Program requirements, we reserve the right to terminate your access to the Program.

#### 6. Third Party Services

Certain services and products provided by third parties, and not by Wealth Stack, are made available in connection with the marketing and distribution of Wealth Stack in the Program ("Third Party Services"). You are responsible for reviewing, understanding and complying with the terms and conditions governing any Third Party Services, and your use of any Third Party Services indicates your acceptance of such terms and conditions. You agree that Wealth Stack is not responsible for the performance of third parties in connection with the Third Party Services, and to indemnify Wealth Stack for third party claims relating to your use thereof.

#### 7. Limitation of Liability & Indemnification.

To the maximum extent permitted by applicable law, the entire liability of Wealth Stack, its affiliates and suppliers for all claims relating to this agreement shall be limited to the amount you paid for the membership term services during the twelve (12) months prior to such claim. Subject to applicable law, Wealth Stack, its affiliates and suppliers are not liable for any of the following: (a) indirect, special, incidental, punitive or consequential damages; (b) damages relating to failures of telecommunications, the internet, electronic communications, corruption, security, loss or theft of data, viruses, spyware, loss of business, revenue, profits or investment, or use of software or hardware that does not meet Wealth Stack systems requirements. The above limitations apply even if Wealth Stack and its affiliates and suppliers have been advised of the possibility of such damages. This agreement sets forth the entire liability of Wealth Stack, its affiliates and your exclusive remedy with respect to the services and its use.

You agree to indemnify and hold Wealth Stack and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of: (i) your use of the Services in breach of any laws or regulations; (ii) your breach of Section 1, Wealth Stack Certification Additional Terms and Conditions included in Exhibit B, and Section F of this Agreement; (iii) any breach by you of any third party rights (including intellectual property rights); (iv) your willful breach of this Agreement; or (v) any other breach of this Agreement, (collectively referred to as "Claims"). Further, you agree to indemnify Wealth Stack resulting from any suitor proceeding based upon a claim arising (i) by reason of your performance or non-performance under this Agreement; (ii) arising out of your use of the Wealth Stack Logos in any manner whatsoever except in the form expressly licensed under this Agreement; (iii) a breach of any representation, warranty, or obligation made by Member contained in the terms of this Agreement, and/or (iv) for any personal injury, product liability, or other claim arising from the promotion and/or provision of products or services by you. Wealth

Stack reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims.

You agree to reasonably cooperate as requested by Wealth Stack in the defense of any Claims. Wealth Stack reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Wealth Stack in the defense of any Claims. You agree to reimburse Wealth Stack upon demand for any expenses reasonably incurred by Wealth Stack in defending such claim, including, without limitation, attorney's fees and costs, as well as any judgment or settlement of the claim or proceeding. In no event may you enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind Wealth Stack in any manner without the prior written consent of Wealth Stack.

#### 8. Term

(a) Term. The Program shall commence on the Effective Date and will continue, until and unless terminated as set forth in this Agreement ("Term").

#### 9. Default and Termination

(a) Wealth Stack or Member may terminate Member's enrollment in the Program at any time, with or without cause, by written notice to the other not less than THIRTY (30) DAYS before the effective date of such termination notice. Wealth Stack may terminate Member's enrollment in the Program for cause effective immediately and without notice in the event that: (i) Wealth Stack determines in its sole discretion that Member has behaved unprofessionally or otherwise unacceptably towards any Wealth Stack sales, customer service, or technical support agents; (ii) Wealth Stack has received negative feedback on more than one occasion about a Member; (iii) Member fails to perform any of Member's obligations under this Agreement or is otherwise in default hereunder and such failure or default remains unremedied for FIFTEEN (15) DAYS after written notice thereof; (iv) Member commits a felony or engages in an unlawful business practice; or (v) any conduct or proposed conduct of Member exposes or threatens to expose Wealth Stack to any liability or obligation, including any obligation under federal, state or local law.

#### 10. Effect of Termination

Upon expiration or termination of enrollment, regardless of the reason thereto: (a) All privileges and benefits of the Program will be immediately revoked; (b) Member shall immediately cease use of the name "Wealth Stack Pro" and other permitted uses of trademarks, names or terms. Member shall also discontinue representing in all instances and locations (e.g., on materials, website, etc.) that Member is enrolled in the Program; (c) Member shall promptly return to Wealth Stack all Wealth Stack confidential information or certify in writing that it has destroyed such information; (d) all rights and licenses granted under this Agreement (including without limitation the license to use ) will immediately and automatically terminate; and (e) Certified Member shall immediately cease use of the Certified Logo and shall discontinue representing that Certified Member is Wealth Stack Accounting Pro or make any other unauthorized statement regarding such status.

## 11. Governing Law and Jurisdiction

Delaware state law governs this Agreement without regard to its conflict of laws provisions.

## 12. General Provisions.

a. Non-Waiver. No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.

b. Assignment. The rights granted to you hereunder are personal, and you may not assign this Agreement or any right or obligation hereunder, whether in conjunction with a change in employment, voluntary transfer, transfer by operation of law, or otherwise, without the prior written consent of Wealth Stack, which Wealth Stack may give or withhold in its sole discretion. Any such assignment or transfer shall be deemed a material breach of this Agreement and shall be null and void. This Agreement is freely assignable by Wealth Stack and will be for the benefit of Wealth Stack's successors and assigns.

c. Relationship of Parties. You and Wealth Stack are independent contractors and you agree that you will not represent yourself as an agent or representative of Wealth Stack. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, franchise, employment or agency relationship between you and Wealth Stack.

## EXHIBIT A. — Wealth Stack ProAdvisor Program Benefits

### 1. Earning Points through Qualifying Activities:

Points are accumulated by Members through the completion of "Qualifying Activities". The points balance shown in the Program is based on all Qualifying Activities completed by all Members who belong under the same firm.

Completion of a Qualifying Activity occurs when, if applicable, Wealth Stack collects the funds associated with the Qualifying Activity. See below for a current list of Qualifying Activities, which is subject to change.

The conduct that constitutes a Qualifying Activity and the number of Points earned for such Qualifying Activity may be changed by Wealth Stack from time-to-time in its sole discretion. In addition to the Qualifying Activities generally available as part of the Program, Wealth Stack may from time-to-time offer individual or specific Members one (1) or more bonus rewards or the ability to earn Points through the completion of other activities or may offer Members a one-time opportunity to earn Points in a new way ("Additional Qualifying Activities"). Some Additional Qualifying Activities may not be open to all Members. The details of an Additional Qualifying Activity, including a description of the conduct required and the number of Points available, will be communicated to the eligible Member(s) by email or in another communication from Wealth Stack.

Points will appear in your ProAdvisor Program account within approximately four (4) days of your completion of a Qualifying Activity.

If Wealth Stack makes changes to the Program terms, point eligibility or transfer under the updated terms shall be in Wealth Stack's sole discretion. Points and benefits/rewards are not transferable and cannot be combined with other offers or with another person's Points or benefits/rewards. Points and benefits/rewards are not your personal property, and may not be inherited, bartered, purchased or sold to any third party. Other exclusions and restrictions may apply.

## 2. Qualifying Activities:

As of May 1, 2022, Members can earn Points in the Program by completing Qualifying Activities. Qualifying Activities and the associated Points earned for those activities include:

- Join the Wealth Stack platform as Wealth Stack AdvisorPro
  - 50 Points
- Sign a business up to the Wealth Stack platform as Gold Tier
  - 25 Points
- Sign a business up to the Wealth Stack platform as Platinum Tier
  - 200 Points
- Complete a transaction on the Wealth Stack Platform
  - 200 Points
- Maintain a business on Wealth Stack platform as Gold Tier for a quarter
  - 5 Points
- Maintain an employee at a Wealth Stack Platinum Tier for a quarter
  - 1 Points

## 4. Program Levels:

The Program allows Members to achieve levels of status in the Program based on the total points balance under the firm's ProAdvisor Program account. The Program offers four levels of status: Silver, Gold, Platinum, and Elite. Levels are earned based on the following points thresholds:

Silver – part of the Program and remain in good standing, <100 points balance

Gold – 500 points balance (10% of all revenue brought in from clients)

Platinum – 1,000 points balance (15% of all revenue brought in from clients)

Elite – 4,000 points balance (20% of all revenue brought in from clients)

## Program Benefits and Rewards:

Program benefits and rewards are available to Members based on their firm's tier status.

Program benefits and rewards may vary across different regions. Some Benefits or Rewards may have restrictions associated with them, may require a purchase, may have limited available quantities, may only be available while supplies last, and/or may be subject to other restrictions.

