



Binding Letter of Understanding

This **Letter of Intent** is entered into this ___ day of _____, 20__ between

Win Succession Inc. (hereinafter called “WIN”)

And

_____, **(hereinafter called “Advisor”)**

Intent

It is the intent of this Letter of Intent (LOI) that it set out with sufficient particularity the details of the transaction contemplated by the Parties so that the Parties may know the general terms of the formal comprehensive agreement(s) (the Agreement(s)) to be executed by them. This letter is a non-binding agreement on the Advisor, except to the extent that it establishes an obligation on the Advisor to negotiate in good faith with a view to concluding the Agreement(s) that will set out the legal rights and obligations of the Parties. However, the Advisor is not bound by this LOI and may enter into a transaction with another buyer for his block of business.

This LOI will be binding on WIN based on the Advisor meeting certain criteria as set forth under the Options listed below.

Qualifications for Vendor’s Book of Business

- (1) Minimum of \$25,000 in annual trailers and renewals.
- (2) Advisor must have a clean compliance record for the 5 year period prior to a contemplated transaction.

1810-1075 West Georgia Street, Vancouver, BC V6E 3C9
(888) 266-1331 email: admin@winsuccessioninc.com

Purchased Clients at death – Binding on WIN

It is the intent of the Parties to transfer the beneficial ownership of certain Clients of Advisor to WIN at death. WIN will pay to the Estate of the Advisor a purchase price equal to 50% of the monthly renewal and or trailer fees related to the insurance and investment Clients' contracts received by WIN for the next forty-two month period from the date of transfer.

The payment of the purchase price will be made as follows:

- (1) Monthly within 30 days of the end of each month the trailer and renewal fees are received by WIN for the entirety of the forty-two months.

Outstanding Liabilities of SELLER

The Parties expressly agree that WIN will not be responsible for the payment of any liabilities of SELLER other than those expressly agreed to in writing in the Agreement(s).

Disclosure

The Parties acknowledge their respective obligations to maintain confidentiality to the public and agree that nothing in this document would be disclosed to the public without the prior written consent of the other Party.

Approval of Release of Information

This letter will serve as notification to IDC Worldsource and any other applicable contracting Manufacturers to release Advisor's commission and compensation information required by Win, in its sole discretion, to calculate the Purchase Price referenced herein.

Agreed this ____ day of _____, 20__ at _____, _____.

WIN Succession Inc.

Michael Gau
Director

Advisor

Advisor contact information:

Phone #: _____

Address: _____

Email: _____