



Non Binding Letter of Understanding

This **Letter of Understanding** 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 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 not a binding agreement except to the extent that it establishes an obligation on each Party 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.

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.

Purchased Clients at death

It is the intent of the Parties to transfer the beneficial ownership of certain Clients of Advisor to WIN at death. WIN will pay a purchase price equal to 2 times the projected average annual renewal and or trailer fees of the insurance and investment Clients for the next five year period from the date of transfer.

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

- (1) Cash on closing in the amount of 25% of the purchase price.
- (2) The balance of the purchase price shall be paid by way of a 6% Promissory Note payable over 60 monthly blended payments of principal and interest.
- (3) The purchase price shall be subject to a purchase price adjustment clause for the duration of the agreement. This clause will provide for an adjustment to the purchase price, promissory note and payment schedule in the event annual trailers and renewal revenues received by Win are less than 96% of the average annual renewal and or trailer fees of the insurance and investment Clients for the ensuing five year period. Such adjustments will be made annually effective on the annual anniversary date of the Agreement(s).

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: _____