

Licensed Advisor Agreement

This Licensed Advisor Agreement (“**Agreement**”) is by and between ORANGE KIWI LLC, a California limited liability company (“**Licensor**”), Advisor and Advisor’s employer (“**Licensee**”) named on electronic Enrollment form.

WHEREAS, Licensor owns certain trade secrets, its business transition readiness assessment (the “**Assessment**”), Licensed Marks (defined below) and other confidential or proprietary information, including, but not limited to technical know-how, processes, compilations of information, business methods and techniques related to the Assessment (hereinafter collectively referred to as the “**Materials**”); and

WHEREAS, Licensee desires to utilize the Materials in connection with the Licensed Services (defined below); and

WHEREAS, Licensor desires to license the Materials to Licensee for the fees described herein and the mutual benefits to inure to the Licensor and Licensee by Licensee's use of the Materials.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

“**Confidential Information**” has the meaning set forth in Section 9.

“**Data**” means any and all data, information, compilations, and algorithms, in any and all formats, that is derived from or in any way results for the Licensed Services or other Materials used for end-users.

“**Effective Date**” the date of execution of the electronic Enrollment form.

“**Enrollment Form**” means an electronic document that formally records consent of Licensee to this Agreement and provides information Licensor will use to establish Licensee’s account.

“**Indemnified Party**” has the meaning set forth in Section 12.1.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, award, decree, other requirement, or rule of law of any federal, state, local, or foreign government, or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“**Licensed Marks**” (individually a “**Licensed Mark**”) means any trademarks and service marks set forth on Schedule 1 whether registered or unregistered, including the listed registrations and applications and any registrations which may be granted pursuant to such applications.

“**Licensed Services**” means the services listed in Schedule 1 and any other services that the parties may agree on in writing from time to time, for manufacture, advertising, marketing, distribution, and sale of the Materials.

“**Licensee**” has the meaning set forth in the preamble.

“**Licensor**” has the meaning set forth in the preamble.

“**Losses**” means losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Materials**” has the meaning set forth in the preamble.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“**Term**” has the meaning set forth in Section 13.1.

“**Third-Party Claim**” has the meaning set forth in Section 12.1.

“**Use Guidelines**” means Licensor's guidelines for the form and manner in which the Licensed Services may be used under this Agreement, a copy of which have been made available to Licensee, including any amendments or updates to them as Licensor may provide in writing to Licensee from time to time.

2. License Grant.

2.1 Subject to this Agreement's terms and conditions, Licensor hereby grants to Licensee during the Term a non-exclusive, non-transferable, non-sublicenseable license to use the Materials on or in connection with the Licensed Services. Notwithstanding the foregoing, the geographic scope of the rights granted herein are subject to limitation at the discretion of Licensor for any reason, including in the event Licensor grants exclusive geographic territory to another licensee.

2.2 Reservation of Rights. Licensor hereby reserves all rights not expressly granted to Licensee under this Agreement. Without limiting the foregoing, all rights granted to Licensee under this Agreement are subject to Licensor's reserved right to use the Materials in its business, including in connection with the manufacture, promotion, advertising, distribution, and sale of Licensed Services, or any products or services similar to or competitive with the Licensed Services anywhere in the world..

2.3 Business Names and Domain Names. Without Licensor's prior written consent, Licensee shall not use the Licensed Marks (or any mark confusingly similar thereto), individually or in combination, as part of (a) its corporate or trade name, or (b) any domain name.

2.4 Goodwill. Licensee recognizes the great value of the goodwill associated with the Materials, including the name and logo of Licensor, and acknowledges that the Materials and all rights therein and the goodwill pertaining thereto belong exclusively to Licensor, and that the Materials have a secondary meaning in the mind of the public.

3. Use of the Materials

3.1 Compliance with Licensor's Directions. All Licensed Services made, sold, or otherwise provided by Licensee must carry one or more Licensed Marks. Licensee shall comply strictly with Licensor's directions regarding the form and manner of the application of the Materials.

3.2 No Other Marks. Apart from the Licensed Marks, no other trademark or logo may be affixed to, or used in connection with, the Licensed Services.

3.3 Trademark Notices. Licensee shall ensure that all Licensed Services sold by Licensee and all related quotations, specifications, and descriptive literature, and all other materials carrying the Licensed Marks, be marked with the appropriate trademark notices as set forth in the Use Guidelines in accordance with Licensor's instructions.

4. Ownership and Registration

4.1 Acknowledgement of Ownership. Licensee acknowledges that (a) Licensor is the owner of the Materials and the Data (throughout the world) and all goodwill related thereto, and (b) all use of the Materials and Data under this Agreement and any goodwill accruing from such use will inure solely to Licensor's benefit. If Licensee acquires any rights in the Materials, by operation of law or otherwise, Licensee hereby irrevocably assigns such rights to Licensor without further action by any of the parties. Licensee shall not dispute or challenge, or assist any Person in disputing or challenging, Licensor's rights in and to the Materials or the Materials' validity.

4.2 Licensee Restrictions. Licensee agrees that it shall not, during the Term or thereafter, directly or indirectly:

(a) take, omit to take, or permit any action which will or may dilute the Materials or tarnish or bring into disrepute the reputation of or goodwill associated with the Materials or Licensor, or which will or may invalidate or jeopardize any registration of any Materials;

(b) attach the title or any rights of Licensor in and to the Materials or attack the validity of this license; or

(c) apply for, or obtain, or assist any Person in applying for or obtaining any registration of the Materials, or any trademark, service mark, trade name, or other indicia confusingly similar to the Materials in any country.

4.3 No Encumbrances. Licensee shall not grant or attempt to grant a security interest in, or otherwise encumber, the Materials or record any such security interest or

encumbrance against any application or registration regarding the mark in the United States Patent and Trademark Office or elsewhere.

5. Quality Control.

5.1 Acknowledgement. Licensee acknowledges and is familiar with the high standards, quality, style, and image of Licensor, and Licensee at all times shall conduct its business and use the Materials in a manner consistent with these standards, quality, style, and image.

5.2 Claims and Representations to End-Users. Licensee shall make no claims or representations to end-users or other third parties regarding the Assessment's ability to accurately assess business readiness. The Assessment and other Materials are not business, financial, or psychological advice and are for informational purposes only.

5.3 Compliance with Laws. In exercising its rights under this Agreement, Licensee shall comply with, and shall ensure that each Licensed Service sold or otherwise supplied by Licensee complies with, all applicable Laws. Licensee shall promptly provide Licensor with copies of all communications with any governmental, regulatory, or industry authority relating to the Materials or the Licensed Services.

5.4 Complaints. Licensee shall promptly provide Licensor with details of any complaints it has received relating to the Licensed Services together with reports on the manner in which such complaints are being, or have been, resolved and shall comply with any reasonable directions given by Licensor concerning such complaints.

5.5 Subcontracting; Resale. Licensee shall not subcontract all or any portion of the Licensed Services, nor shall Licensee resell any of the Materials or the Assessment.

6. Marketing, Advertising, and Promotion.

6.1 Approval of Marketing and Advertising Materials. Licensee shall send to Licensor for its prior written approval the text and layout of all proposed advertisements and marketing and promotional material relating to the Licensed Services. Licensee shall not use any material in the advertising, marketing, or promotion of Licensed Services that Licensor has not approved.

6.2 Cost of Marketing and Advertising. Licensee shall bear the costs of all advertising, marketing, and promotion for the Licensed Services.

6.3 Quality. Licensee agrees that the Licensed Services will be rendered in accordance with all applicable federal, state and local laws, and that the same shall be in good taste and not reflect adversely upon the good name of Licensor or the Materials. Licensee agrees that advertising and promotional items for the Licensed Services and all other marketing materials used by Licensee shall identify and display the Licensor's logo, name or trademark only in the manner approved by Licensor.

6.4 Celebrity Endorsement. Licensee shall not use a personality or celebrity to endorse or promote any Licensed Services without Licensor's prior written approval.

7. Enforcement.

7.1 Notification. Licensee shall immediately notify Licensor in writing with reasonable detail of any: (a) actual, suspected, or threatened infringement of the Materials, claim that any of the Licensed Marks are invalid, or opposition to the Materials; (b) actual, suspected, or threatened claim that use of the Materials infringes the rights of any third party; (c) person applying for, or granted, a registered trademark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to Licensee under this Agreement; or (d) other actual, suspected or threatened claim to which the Materials may be subject.

7.2 Actions. With respect to any of the matters listed in Section 7.1: (a) Licensor has exclusive control over, and conduct of, all claims and proceedings; (b) Licensee shall provide Licensor with all assistance that Licensor may reasonably require in the conduct of any claims or proceedings; and (c) Licensor shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.

8. Payments. Licensee shall pay Licensor for each assessment at Licensor's then current price. Any other sums payable under this Agreement must be paid in advance in US dollars.

9. Confidentiality. Licensee acknowledges that in connection with this Agreement it will gain access to information that is treated as confidential by Licensor, including information about Licensor's business operations and strategies, goods and services, customers (including any and all files of customers, records of the accounts of customers), pricing, marketing, and other sensitive and proprietary information (collectively, the "**Confidential Information**"). Licensee shall: (x) protect and safeguard the confidentiality of Licensor's Confidential Information with at least the same degree of care as the Licensee would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use Licensor's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any Person, except to Licensee's officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist Licensee, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

10. Non-Compete/Non-Solicitation. Licensee agrees that during the term of this Agreement and for a period of five (5) years thereafter, Licensee will not, without the specific written consent of Licensor, directly or indirectly, on the account of Licensee or as a member, partner, employee, agent, independent contractor, officer, director, or shareholder of any other person or entity; (i) attempt in any manner to commercially exploit the current or proposed business concepts and plans of Licensor; (ii) directly or indirectly engage in any aspect of the same or similar type of business in which Licensee is engaged in during the term of this Agreement; (iii) solicit the business or patronage of any other person or entity which is presently, or in the past has been, engaged in business with Licensor, in any geographic area in which

Licensor is conducting business, for the purpose of engaging in business or providing services similar to that of Licensor; or (iv) interfere in any manner with the business of Licensor in any geographic area in which Licensor is conducting business, which by way of example only and not by way of limitation, shall include directly or indirectly inducing or attempting to induce any director, employee, officer, salesperson, or other personnel of Licensor or any of its employees to terminate any employment, engagement, or other working relationship with Licensor. Licensee acknowledges that the restrictions set forth in this Agreement are entered into at the same time as an ancillary to an otherwise enforceable agreement and are reasonable limitations as to time, geographical area and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill and other business interests of Licensor.

11. Representations and Warranties.

11.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the Laws of its jurisdiction of incorporation or organization;

(b) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

11.2 Disclaimer of Representations and Warranties. Nothing in this Agreement constitutes any representation or warranty by Licensor that:

(a) guarantees that the Materials and Licensed Services will accurately assess an end-users readiness to transition the end-user's business;

(b) any Licensed Mark is valid;

(c) any Licensed Mark (if an application) shall proceed to grant or, if granted, shall be valid; or

(d) the exercise by Licensee of rights granted under this Agreement will not infringe the rights of any person.

11.3 Exclusion of Consequential and Other Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR WILL NOT BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL,

PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification and Insurance.

12.1 Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, successors, and assigns (each, an “**Indemnified Party**”), from and against all Losses arising out of or in connection with any third party claim, suit, action, or proceeding (each, a “**Third-Party Claim**”) relating to any actual or alleged: (a) breach by Licensee of any representation, warranty, covenant, or obligation under this Agreement; or (b) Licensee's exercise of its rights granted under this Agreement, including any product liability claim or infringement, dilution, or other violation of any intellectual property rights relating to the provision, manufacture, promotion, advertising, distribution or sale of the Licensed Services.

12.2 Indemnification Procedures. The Indemnified Party shall promptly notify the Licensee upon becoming aware of a Third-Party Claim under this Section 12. The Licensee shall promptly assume control of the defense and investigation of such Third-Party Claim, with counsel reasonably acceptable to the Indemnified Party, and the Indemnified Party shall reasonably cooperate with the Licensee in connection therewith, in each case at the Licensee's sole cost and expense. The Indemnified Party may participate in the defense of such Third-Party Claim, with counsel of its own choosing and at its own cost and expense. The Licensee shall not settle any such Third-Party Claim on any terms or in any manner that adversely affects the rights of any Indemnified Party without such Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the Licensee fails or refuses to assume control of the defense of such Third-Party Claim, the Indemnified Party has the right, but no obligation, to defend against such Third-Party Claim, including settling such Third-Party Claim after giving notice to the Licensee, in each case in such manner and on such terms as the Indemnified Party may deem appropriate. Neither the Indemnified Party's failure to perform any obligation under this Section 12.2 nor any Indemnified Party's act or omission in the defense or settlement of any such Third-Party Claim will relieve the Licensee of its obligations under this Section 12.2, including with respect to any Losses, except to the extent that the Licensee can demonstrate that it has been materially prejudiced as a result thereof.

12.3 Insurance.

(a) At all times during the Term of this Agreement and for a period of three (3) years thereafter, Licensee shall procure and maintain, at its sole cost and expense, commercial general liability insurance with limits no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Licensee under this Agreement.

- (b) All insurance policies required pursuant to Section 12.3 must:
 - (i) be issued by insurance companies with a Best's Rating of no less than A-VII;
 - (ii) provide that such insurance carriers give Licensor at least thirty (30) days' prior written notice of cancellation or non-renewal of policy coverage; *provided that*, prior to such cancellation, Licensee has new insurance policies in place that meet the requirements of Section 12.3;
 - (iii) waive any right of subrogation of the insurers against Licensor;
 - (iv) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Licensor is excess and non-contributory; and
 - (v) name Licensor, including, in each case, all successors and permitted assigns, as additional insureds.
- (c) Licensee shall provide Licensor with copies of the certificates of insurance and policy endorsements required by this Section 12.3 upon the written request of Licensor, and shall not do anything to invalidate such insurance.

13. Term and Termination.

13.1 Term. This Agreement will commence as of the Effective Date and, continue for a period of twelve (12) months (the “**Term**”) and will continue for additional twelve (12) month terms unless notice is provided by either party no later than thirty (30) days prior to the expiration of the then current Term.

13.2 Termination Without Cause. Licensor may terminate this Agreement for any reason on giving Licensee not less than thirty (30) days written notice.

13.3 Termination for Cause. Licensor may terminate this Agreement immediately on written notice to Licensee if:

- (a) Licensee fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;
- (b) Licensee misuses the Materials as determined by Licensor;
- (c) Licensee breaches this Agreement (other than failure to pay any amounts due under this Agreement) and (if such breach is curable) fails to cure such breach within fourteen (14) days of being notified in writing to do so;
- (d) Licensee (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any

proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

(e) Licensee challenges the validity or Licensor's ownership of the Materials; or

(f) there is a change in control of Licensee.

14. Post-Termination Rights and Obligations.

14.1 Effect of Termination. On the expiration or termination of this Agreement for any reason and subject to any express provisions set out elsewhere in this Agreement:

(a) all outstanding amounts payable by Licensee to Licensor immediately become due and payable;

(b) all rights and licenses granted pursuant to this Agreement cease;

(c) Licensee shall cease all use of the Materials;

(d) Licensee shall cooperate with Licensor in the cancellation of any licenses recorded pursuant to this Agreement and shall execute such documents and do all acts and things as may be necessary to effect such cancellation;

(e) Licensee agrees to cooperate fully and in good faith with Licensor for the purpose of securing and preserving Licensor's rights in and to the Materials. However, it is agreed that all rights relating to the Materials are reserved by Licensor, except for the license hereunder to Licensee of the right to use and utilize the Materials only as specifically and expressly provided in this Agreement. Licensee hereby agrees that at the termination or expiration of this Agreement, Licensee will be deemed to have assigned, transferred and conveyed to Licensor any rights, equities, goodwill, titles or other rights in and to the Materials which may have been obtained by Licensee or which may have vested in Licensee in pursuance of any endeavors covered hereby, subject to the provisions of Paragraph 9 herein, and that Licensee will execute any instruments requested by Licensor to accomplish or confirm the foregoing. Any such assignment, transfer or conveyance shall be without further consideration other than the mutual covenants and consideration of this Agreement;

(f) Licensee shall promptly return to Licensor or, at Licensor's option, destroy, at Licensee's expense, all records and copies of technical and promotional material in its possession relating to the Licensed Services, and of any Confidential Information of Licensor and all copies thereof; and

(g) Licensee shall promptly deliver to Licensor or any other person designated by Licensor, or at Licensor's option, destroy, at Licensee's expense, all Licensed Services.

14.2 Surviving Rights. The rights and obligations of the parties set forth in this Section 14.2 and Section 1, Section 4.1, Section 4.2, Section 8, Section 9, Section 11, Section 12, Section 14, Section 14, Section 16, and Section 16 and any right, obligation, or required performance of the parties in this Agreement, which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

15. Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15 is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent.

16. Miscellaneous.

16.1 Further Assurances. Each party shall, upon the reasonable request of the other party, and, except as otherwise expressly set forth herein, at such other party's sole expense, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

16.2 Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, franchise, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever. Licensee acknowledges and agrees that the relationship between Licensee and Licensor created hereby is not a franchise and Licensee is not a franchisee of Licensor and will not hold itself out as, market itself or refer to itself as a franchisee.

16.3 No Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other party.

16.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (other than routine communications having no legal effect) must be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (in such case, with confirmation of transmission or receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as may be specified in a notice given in accordance with this Section 16.4).

If to Licensor:

P.O. Box 3765

Tustin, CA 92781

email: admin@ockiwi.com

Attention: Andrew Taylor

If to Licensee:

As specified on electronic Enrollment form.

16.5 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any Schedules and Exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

16.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.7 Entire Agreement. This Agreement, together with all Schedules and Exhibits hereto and any other documents incorporated herein by reference, constitutes the sole and

entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or other document, the following order of precedence shall govern: (a) first, this Agreement, excluding its Schedules and Exhibits; (b) second, the Schedules and Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

16.8 No Third-Party Beneficiaries. Except as expressly set for in Section 12 with respect to Indemnified Parties, this Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

16.9 Binding Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.10 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by either party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.11 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent permitted under applicable Law.

16.12 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal Laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of Laws of any other. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the County of Orange, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein

will be effective service of process for any suit, action, or other proceeding brought in any such court.

16.13 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any claim, suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

16.14 Equitable Relief. Licensee acknowledges that a breach by Licensee of this Agreement may cause Licensor irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Licensor will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and Licensee hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies will not be deemed to be exclusive but are in addition to all other remedies available under this Agreement at Law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which Licensor is entitled under this Agreement or otherwise.

16.15 Attorneys' Fees. In the event that any claim, suit, action, or proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

16.16 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SCHEDULE 1

- 1. Online Advisor Assessment Portal**
- 2. Digital assessment services**
- 3. Training for use of assessment services**