

INDEPENDENT CONTRACTOR AFFILIATE AGREEMENT

This Agreement for Independent Contractor Services ("Agreement"), is entered into effective as of August 30, 2023 (the "Effective Date"), by and between its agent(s), principal(s), and its affiliated and controlled related businesses (collectively, "Affiliate") and The eQRP Company and or it's partners or assignees ("EQRP CO").

WHEREAS, EQRP CO wishes to engage Affiliate as an independent contractor to perform certain services specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained and other good and valuable consideration, the parties intending to be legally bound hereby agree as follows:

1. Engagement of Affiliate. EQRP CO hereby engages Affiliate as an independent contractor to perform the services detailed in Exhibit A (the "Services") on the terms therein specified to the reasonable satisfaction of EQRP CO. The term of EQRP CO's engagement of Affiliate will be as set forth in Exhibit A. Unless otherwise agreed in writing by EQRP CO, the individual(s) performing services on behalf of Affiliate are set forth on Exhibit A.
2. Compensation. In consideration for the Services, EQRP CO will pay to Affiliate the compensation set forth on Exhibit A.
3. Independent Affiliate. Affiliate shall at all times act as an independent Contractor and not as an employee of EQRP CO. Accordingly, Affiliate understands that EQRP CO will not pay or withhold from payments to Affiliate under this Agreement any FICA (social security), state unemployment or disability insurance premiums, state or federal income taxes, or other taxes and that Affiliate is responsible for paying Affiliate's own federal self-employment tax (in lieu of FICA), state and federal income taxes (including estimated tax payments) and other applicable taxes. Affiliate also understands that Affiliate will receive no employee benefits of any kind including, for example, health insurance. Neither party shall have any authority, and neither party shall represent that it has any authority, to assume or create any obligation on behalf of the other party without the specific written permission of the other party's authorized representative. Neither party nor any employee of a party shall represent that they are an employee of or have the authority to bind the other party. This Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other party. Neither party may act as the agent of the other party for any purpose whatsoever.

4. Use of Marks. All use by Affiliate in the performance of Services hereunder of any EQRP CO logo or trademark ("Marks") shall be subject to review and prior written approval by EQRP CO in all instances. Affiliate shall use all such Marks in accordance with any guidelines stipulated by EQRP CO.
5. Termination. This Agreement may be terminated by either party without cause on 30 days' prior written notice to the other. Further, at its sole option, EQRP CO may terminate this agreement immediately and without prior notice for any criminal act, fraud or embezzlement perpetrated by Affiliate. Upon termination, Affiliate will have no further right to compensation under this Agreement other than any amounts that have accrued prior to, but have not been paid as of, the date of termination; provided that Affiliate will forfeit all unpaid compensation in the event of a termination by EQRP CO for any criminal act, fraud or embezzlement. On termination or expiration of this Agreement, Affiliate shall deliver to EQRP CO any supplies or equipment provided by EQRP CO for use in performing the Services.
6. Intellectual Property. Affiliate acknowledges and agrees that all documents provided to Affiliate or to Affiliate's customers by EQRP CO (the "EQRP CO Documents") are the sole and exclusive property of EQRP CO and shall not be used by Affiliate in any way for Affiliate's own purposes or benefit, including without limitation to sell or deliver documents in any form to third parties or to sell or deliver a eQRP ® or Self-directed IRA product using the EQRP CO Documents or any document derived from the EQRP CO Documents. Affiliate may only use the EQRP CO Documents for the sole and exclusive benefit of EQRP CO. Affiliate further acknowledges that the EQRP CO Documents are the intellectual property of EQRP CO and that EQRP CO is not granting to Affiliate any right in or license to the EQRP CO Documents. Affiliate agrees that any use of the EQRP CO Documents by Affiliate (or any party to whom Affiliate provides the EQRP CO Documents or any party in any way associated with Affiliate) contrary to the terms of this Agreement shall be considered a material breach of this Agreement and, in addition to all other remedies available to EQRP CO at law or in equity, will cause Affiliate to forfeit all compensation received by Affiliate pursuant to this Agreement from any and all sales prior to and after discovery of such misuse of the EQRP CO Documents. If Affiliate breaches this paragraph, Affiliate will promptly reimburse EQRP CO the full amount of all previously paid compensation under this Agreement upon EQRP CO's written demand for the same.
7. Assignment of Creations. Affiliate hereby agrees to hold in trust for the sole right and benefit of EQRP CO and assigns to EQRP CO all of Affiliate's right, title and interest in and to any and all Creations created or otherwise developed by Affiliate, alone or in conjunction with others. Affiliate further agrees to assign to any third party all of Affiliate's right, title and interest in and to any and all Creations whenever such assignment is requested by a contract between EQRP CO and such third party. "Creations" means any invention, discovery, idea, concept, design, program, process, method, work of authorship, development or improvement, modification or addition

thereto (whether or not subject to copyright or patent protection and whether or not reduced to practice by Affiliate): (i) relating to any past, present or reasonably anticipated business of EQRP CO and which is or was created or otherwise developed during the term of this Agreement; (ii) which is or was created or otherwise developed while performing work for EQRP CO; or (iii) which is or was created or otherwise developed at any time using equipment, supplies, facilities, information or proprietary rights or other property of EQRP CO. Affiliate acknowledges and agrees that any intellectual property rights in Creations which are works of authorship belong to EQRP CO and are "works made for hire" within the definition of section 101 of the United States Copyright Act of 1976, Title 17, United States Code. Neither EQRP CO nor any of its direct or indirect licensees shall be obligated to designate Affiliate as author of any work of authorship when distributed publicly or otherwise, nor to make any distribution.

8. Non-Compete. Affiliate agrees that, during the term of this Agreement and for twelve months thereafter, Affiliate will not Compete with EQRP CO in the Business Territory. "Compete" means to (a) own, manage, operate, control, participate in, have any ownership interest in, make loans to, act as a guarantor, surety or indemnitor for, or aid, assist, or advise as an employee, independent contractor, director, officer, consultant, or otherwise, whether directly or indirectly, whether or not for compensation, any business (whether a sole proprietorship, partnership, limited liability company, firm, joint venture, trust, or other entity) that is engaged in business activities competitive with EQRP CO's business in the Restricted Field (or any part thereof), (b) to solicit for employment, hire, or employ, or cause to be solicited for employment, hire or employment, any employee or contractor of EQRP CO that Affiliate has had contact with during the term of this Agreement, (c) to induce, encourage or persuade to leave EQRP CO or otherwise to alter its business relationship with EQRP CO, any EQRP CO employee or contractor that Affiliate has had contact with during the term of this Agreement, (d) to solicit or cause to be solicited for the purpose of selling, developing, or supporting products or services substantially similar to or that compete with the products and services offered by EQRP CO any client or customer of EQRP CO that Affiliate has had contact with on behalf of EQRP CO or in performing the Services, or (e) to induce, encourage or persuade any client, customer or business counterpart of EQRP CO that Affiliate has had contact with on behalf of EQRP CO or in performing the Services to cease doing business with EQRP CO or to alter its business relationship or dealings with EQRP CO, or otherwise interfere with the relationship between EQRP CO and such client, customer or business counterpart. "Restricted Field" means the business of offering any form of an eQRP ®, Self-directed IRA or any type of retirement plan under any other name. "Business Territory" means the entire United States of America. Affiliate acknowledges that EQRP CO does business throughout the Business Territory and further acknowledges the substantial amount of time, money and effort that EQRP CO has spent and will spend in developing its products, services, client relationships and other strategically important information (including Confidential Information to which Affiliate has access pursuant to this Agreement).

Affiliate agrees that the restrictions contained in this Agreement are fair, appropriate and reasonable when considered in light of the nature and extent of EQRP CO's business. Affiliate further acknowledges and agrees that (1) EQRP CO has a legitimate interest in protecting its business activities, Confidential Information and relationships with its clients, (2) the restrictions in this Agreement are not oppressive, do not harm in any manner whatsoever the public interest, and contain reasonable limitations as to time, scope, geographical area and activity and (3) Affiliate has received and will receive substantial consideration for agreeing to these restrictions. If Affiliate violates any of the restrictions set forth in this paragraph, then the non-competition period set forth in this paragraph will be tolled or extended for a period of time equal to the period of time during which such violation is continuing.






9. Confidential Information. All Confidential Information which Affiliate creates or otherwise develops or which comes into Affiliate's possession or that previously came into Affiliate's possession will be and remain the exclusive property of EQRP CO. Unless authorized in writing by EQRP CO, Affiliate will maintain all Confidential Information in confidence and, except as necessary in conjunction with Affiliate's work for EQRP CO, will not directly or indirectly publish, communicate, copy or make notes of, divulge to anyone outside EQRP CO or use for Affiliate's own or another's benefit any Confidential Information, in whole or in part, either during or after the term of this Agreement. Nothing herein will be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or authorized government agency; provided, that such disclosure does not exceed the extent of disclosure required by such law, regulation or order and that prior to such disclosure, Affiliate will, to the extent permitted by law, give EQRP CO written notice of such requirement and a reasonable opportunity to seek confidential treatment of the Confidential Information. Upon request of EQRP CO and, in any event, upon termination or expiration of this Agreement, Affiliate will promptly surrender and deliver to EQRP CO any Confidential Information in Affiliate's possession. Affiliate's non-disclosure obligations set forth in this paragraph will remain in effect for as long as Affiliate possesses Confidential Information. "Confidential Information" means information which is not generally known by the public about EQRP CO or its business, including without limitation about its products, services, projects, designs, research, developmental or experimental work, computer programs, software, data bases, network and security practices, know how, processes, formulas, customers, prospective customers, business partners and associates, suppliers, business plans, marketing plans, strategies, finances, financing sources, employee compensation, and personnel, and information obtained from third parties subject to confidentiality agreements or obligations.
10. Choice of Law. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that this Agreement shall be interpreted and construed in accordance with the laws of the State of Wyoming.

11. Dispute Resolution. At the option of EQRP CO, exercised by notice to Affiliate, any dispute arising out of or relating to this Agreement or the breach, termination or validity hereof shall be finally settled by binding arbitration conducted expeditiously in accordance with the Commercial Arbitration Rules of the American Arbitration Association as in effect from time to time, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.

12. General Indemnification. Affiliate shall defend, indemnify and hold EQRP CO, its directors, officers, employees and agents harmless from any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of or resulting from the acts, errors or omissions of Affiliate in performance of the Services, except for injuries and damages caused by the sole negligence of the EQRP CO.

13. Remedies. Affiliate recognizes that EQRP CO's remedies at law may be inadequate and that EQRP CO may seek injunctive relief in addition to any other remedy available to it. If Affiliate breaches this Agreement or any of the covenants contained herein, EQRP CO may seek issuance of a court-ordered injunction as well as any and all other remedies and damages, to compel the enforcement of the terms stated herein. This provision with respect to injunctive relief will not, however, diminish the right of EQRP CO to claim and recover damages in addition to injunctive relief. If court action is necessary to enforce this Agreement, Affiliate will pay EQRP CO's reasonable attorneys' fees and costs.

14. Notice. All notices, requests, consents, waivers, and other communications required or permitted to be given hereunder shall be in writing and deemed to have been duly given (a) if personally delivered, upon delivery or refusal of delivery; (b) if mailed, by certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery; (c) if sent by a nationally recognized overnight delivery service, upon delivery or refusal of delivery; or (d) if sent by facsimile or electronic mail, upon confirmation of receipt. All notices, consents, waivers, or other communications required or permitted to be given hereunder shall be addressed as follows or to such other addressee(s)/address(es) as either party may designate in writing hereafter:

If to Affiliate:	If to EQRP CO:
	
	
	

15. Survivability. Except as otherwise set forth in this Agreement, termination of this Agreement shall not affect any right or obligation of a party which accrued or vested prior to such termination, or any continuing obligation, liability or responsibility which expressly survives termination of this Agreement or must survive termination of this Agreement to give full effect thereof. This Agreement shall continue to be in effect and govern the relationship of the parties with respect to such ongoing rights and obligations until such shall cease to exist in accordance with the terms of this Agreement. Specifically, but not in limitation of the foregoing, all non-compete, non-solicitation, and confidentiality obligations shall survive termination of this Agreement.
16. Consents and Approvals. By signing below, the signatories warrant that they are duly authorized and empowered to execute this Agreement and all other instruments in connection with this Agreement; and that the signature of the person is binding upon any entity the signatory purports to represent.
17. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall 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 provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
18. Waiver. The parties hereto agree that the failure of any of the other(s) to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of such provision or obligation or any other provisions or obligations under this Agreement. Further, a waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach by that same party.
19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same agreement. This Agreement and any document or schedule required hereby may be executed by electronic or facsimile signature that shall be considered legally binding for all purposes.
20. Headings. The headings of the sections herein are for convenience only and shall not affect the meaning of the language contained therein.
21. Entire Agreement. This Agreement supersedes any prior written or oral agreement or understanding between the parties. Affiliate's independent contractor relationship with EQRP CO shall be governed by this Agreement, the Exhibits annexed hereto and all written EQRP CO policies currently existing and hereafter published from time to time

by EQRP CO. This Agreement may only be changed or modified in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought, or by written EQRP CO policy. The Exhibit(s) to this Agreement shall be considered to be incorporated herein by this reference and made a part hereof.

22. Construction and Review by Counsel. The parties have participated jointly in the negotiation of this Agreement and have had a reasonable opportunity to engage legal counsel to seek advice regarding the legal implications of the same before signing below. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Affiliate acknowledges and agrees that it has read this Agreement in its entirety and understands the nature and consequence of Affiliate's duties and obligations hereunder.


[Signature Page Follows]

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IN WITNESS WHEREOF, each party has caused its authorized representative to execute this Agreement as of the Effective Date.


The eQRP Company ("eQRP Co.")

("Affiliate")




Signature


Signature



Printed Name



Printed Name



Title

VOID

EXHIBIT A – AFFILIATE MARKETING

1. Term. The initial term of this Agreement shall be for the period commencing on the date this Agreement is signed, and terminating one year from the “Effective Date” (the “Initial Term”). At the end of the Initial Term and each renewal period thereafter, if any, this Agreement shall automatically renew for an additional 3 month period (each, a “Renewal Term”) unless either party notifies the other party in writing of its intentions not to renew this Agreement not less than 30 days prior to the expiration of the Initial Term or then Renewal Term, as the case may be (a “Non-Renewal Notice”).
2. Appointee and Title. Affiliate shall perform its obligations under this Agreement through (“Affiliate's Appointee”).
3. Administration. Affiliate's Appointee shall also coordinate performance under this Agreement with EQRP CO's marketing team so as to ensure efforts are not duplicated and are consistent with all relevant marketing campaign strategies.
4. Services. Upon the commencement of the Initial Term, Affiliate shall undertake to sell the eQRP ® product to eligible individuals through various promotions. EQRP CO shall furnish Affiliate with a landing page website link that will allow for leads created by Affiliate to purchase the eQRP ® with attribution to Affiliate (provided that the landing page website link is actually utilized by the lead).
5. Service Compensation. As compensation for the Services, EQRP CO shall pay to Affiliate by the 30th day of each month following the calendar month an item is sold and payment received by EQRP CO, the commission based fee (the “Commission”). The Commission shall be \$500 for each full plan sale procured by Affiliate, and shall not include compliance fees. In the event of any dispute over the procurement of the sale, the first attributed source of the lead in EQRP CO's CRM database shall be credited with procurement of the sale. Notwithstanding the foregoing, EQRP CO reserves the right to refund any eQRP ® product purchase in the event of customer dissatisfaction with such sale and, in such event, any Commission previously paid to Affiliate shall be refunded to EQRP CO within 30 days after a written or electronic request by EQRP CO.