

ETHOS STRATEGIC PARTNER AGREEMENT

This STRATEGIC PARTNER AGREEMENT (this “**Agreement**”) is made and entered as of the day in which you confirm your acceptance in accordance with Section 9.9 below (the “**Effective Date**”), by and between Ethos Technologies Inc., a corporation organized and existing under the laws of Delaware (“**Ethos**”), and the strategic partner (“**Strategic Partner**”). Ethos and Strategic Partner are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Ethos is a licensed insurance producer offering the Products (as defined below); and

WHEREAS, Strategic Partner is a licensed insurance producer, having significant experience, business relationships, and network contacts, and Strategic Partner desires to act as a strategic referral partner to Ethos for the Products.

NOW THEREFORE, in consideration of the premises, the mutual covenants, agreements, and respective representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS.

1.1 “Confidential Information” means all data and information of a confidential nature disclosed by Ethos to the Strategic Partner under this Agreement, as well as information that Strategic Partner knows or reasonably should know that Ethos regards as confidential, including, without limitation, business practices, financial and accounting information, software, technical information, future product/services plans, programming/design techniques or plans, know-how, trade secrets, prospects, customer lists, customer personal information (including any customer health information), and the terms of this Agreement. Confidential Information may be communicated to Strategic Partner orally, in writing, or in any other recorded or tangible form.

1.2 “Eligible Sold Policy” means a Sales Lead (a) which, at the time Strategic Partner (or its licensed subcontractor) identifies such Sales Lead, is not already an existing customer of Ethos or created an account, initiated a quote, applied for a Product, and/or in any way initiated contact directly with Ethos relating to the purchase of Products, (b) which has not previously been referred to Ethos as a Sales Lead by Strategic Partner or any other third party, (c) for which a Sales Lead submits an Ethos application for a Product to Ethos no later than 60 days after Ethos’ receipt of the referred Sales Lead from Strategic Partner, and (d) for which the Sales Lead is approved for a Product and for which a Product is issued.

1.3 “Ethos Materials” means all materials describing Ethos, its services, and/or any Products provided to Strategic Partner by Ethos for use under this Agreement.

1.4 “Intellectual Property Rights” means all current and future trade secrets, copyrights, patents and other patent rights, and any and all other intellectual property or proprietary rights now known or hereafter recognized in any jurisdiction.

1.5 “Products” means Ethos’ proprietary and/or third party insurance products as set forth in Exhibit A (Products).

1.6 “Sales Lead” means a potential or prospective customer for the Products that is identified by Strategic Partner.

2. REFERRALS.

2.1 Appointment. Ethos and Strategic Partner hereby agree that Strategic Partner shall be Ethos’ non-exclusive Strategic Partner solely for the referral of leads for the sale of Products, as further set forth in this Agreement.

2.2 Scope of Authority.

(a) Permissible Activities. Strategic Partner’s sole authority shall be to (a) recommend, endorse, or promote the Products to the Strategic Partner’s customers, (b) make Ethos Materials available to potential customers, (c) inform customers that frequent review of their insurance needs is prudent and important, (d) tell customers that the Strategic Partner is working with Ethos to make the Products available to the Strategic Partner’s customers, (e) ask if the customer would like to connect with Ethos or have Ethos contact the customer, (f) provide customer lists to Ethos; and (g) present Ethos offerings and Products during any applicable open enrollment periods for Strategic Partner’s corporate customers. The Parties agree that Ethos may directly solicit from the customer list(s) that Strategic Partner sends to Ethos for Products.

(b) Impermissible Activities. Strategic Partner may not perform any activities on behalf of Ethos not specifically listed in Section 2.2(a) above. Strategic Partner will not solicit insurance for unauthorized insurers or insurers for whom the Strategic Partner is not properly appointed. Strategic Partner will not solicit any line of insurance for which it is not licensed and will not directly compare Ethos Products with other competitive product offerings. Strategic Partner will not permit any of its employees, affiliates, agents, or subcontractors to solicit any line of insurance for which such party is not licensed and will be responsible for any breach of this requirement.

2.3 Referral Process. During the term of this Agreement, Strategic Partner shall use commercially reasonable efforts to perform the activities specified in Section 2.2(a) above and as may be further requested by Ethos in writing.

2.4 Referral Fees. Subject to the terms of this Agreement, Ethos shall pay to Strategic Partner the applicable fees specified in Exhibit B (Referral Fees) (the “**Referral Fees**”). Each payment of Referral Fees may be accompanied by a report, in reasonable detail, showing the calculation of the Referral Fees being paid with such report, if so requested in writing by Strategic

Partner. Ethos may offset any amounts owed by Strategic Partner to Ethos under this Agreement by reducing such amount against any Referral Fees owed to Strategic Partner at any time.

2.5 Meetings. Strategic Partner agrees to meet with Ethos, either in person or via teleconference, on an as-needed basis to discuss the status of the relationship contemplated herein and emerging opportunities.

2.6 Subcontracting. Strategic Partner shall not subcontract any of its obligations under this Agreement, without the express prior written approval of Ethos.

2.7 Business Practices. During the term of this Agreement, Strategic Partner shall promptly inform Ethos of Strategic Partner's recommendation, endorsement, or promotion of any product or service offering similar to any Product and/or offered by any competitor of Ethos. Strategic Partner (a) shall conduct its business under this Agreement in a manner that reflects favorably upon Ethos, the Products, and the goodwill and reputation of Ethos, (b) shall not engage in illegal, deceptive, misleading, or unethical trade practices, and (c) shall not, and shall not permit any of its subsidiaries or affiliates, or any of its or their respective directors, officers, managers, employees, independent contractors, representatives, or agents to violate any applicable law, including, without limitation, any and all data privacy and data security laws (e.g., the California Consumer Privacy Act and the Gramm–Leach–Bliley Act), anti-corruption and anti-bribery laws (e.g., the Foreign Corrupt Practices Act of 1977), and any laws applicable to communications (e.g., the Telephone Consumer Protection Act of 1991 and the CAN-SPAM Act of 2003), each as may be amended from time-to-time. Strategic Partner will timely complete all required continuing education requirements for its licensure, and will participate in and/or complete any additional required annual trainings provided by Ethos.

2.8 Content Marketing. Strategic Partner agrees to co-create content marketing for publication to sales leads by Strategic Partner, subject to written approval of Ethos. Each content piece will contain a follow-link back to the Ethos website.

3. LICENSES AND OWNERSHIP.

3.1 Representation and Ownership of Marks.

(a) **Ethos Marks.** Subject to the terms and conditions set forth in the Agreement and solely for the purposes hereof, Ethos grants to Strategic Partner a limited, revocable, non-transferable, non-exclusive license, without right of sublicense, to use the Ethos trademarks, service marks, and logos set forth in Exhibit C (Ethos Marks) (the “**Ethos Marks**”) solely to perform its obligations set forth in Section 2.3. The use of all Ethos Marks, including placement and sizing, shall be subject to Ethos' then-current trademark use guidelines and prior written approval of Ethos. If the Ethos Marks become, or in Ethos' opinion are likely to become, the subject of an infringement claim, Ethos may at its option modify or replace the Ethos Marks and require Strategic Partner to cease use of the allegedly infringing Ethos Marks. Strategic Partner shall promptly provide Ethos with samples of all materials that use the Ethos Marks for Ethos' quality control purposes. If, in Ethos' discretion, the Strategic Partner's use of the Ethos

Marks does not meet Ethos' then-current trademark usage policy, Ethos may, at its option, require Strategic Partner to revise such material and re-submit it under this Section 3.1 prior to display, or release of further materials bearing or containing such Ethos Marks. Except for the right to use the Ethos Marks set forth above, nothing contained in this Agreement shall be construed to grant to Strategic Partner any right, title or interest in or to the Ethos Marks, and all right, title, and interest in and to the Ethos Marks shall be retained by Ethos. Strategic Partner acknowledges that Ethos asserts its exclusive ownership of the Ethos Marks and the renown of the Ethos Marks worldwide. Strategic Partner shall not take any action inconsistent with such ownership and further agrees to take, at reasonable expense, any action that Ethos reasonably requests to establish and preserve its exclusive rights in and to the Ethos Marks. Strategic Partner shall not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the Ethos Marks or in such a way as to create combination marks with the Ethos Marks.

(b) Strategic Partner Marks. Strategic Partner grants Ethos the right to use the Strategic Partner's approved logo for the purpose of Ethos marketing in the following context: Ethos is partnering with Strategic Partner to offer Ethos Product to consumers. The use of all Strategic Partner Marks, including placement and sizing, shall be subject to Strategic Partner's then-current trademark use guidelines. If the Strategic Partner Marks become, or in Strategic Partner's opinion are likely to become, the subject of an infringement claim, Strategic Partner may at its option modify or replace the Strategic Partner Marks and require Ethos to cease use of the allegedly infringing Strategic Partner Marks. Ethos shall promptly provide Strategic Partner with samples of all materials that use the Strategic Partner Marks for Strategic Partner's quality control purposes. Except for the right to use the Strategic Partner Marks set forth above, nothing contained in this Agreement shall be construed to grant to Ethos any right, title or interest in or to the Strategic Partner Marks, and all right, title, and interest in and to the Strategic Partner Marks shall be retained by Strategic Partner. Ethos acknowledges that Strategic Partner asserts its exclusive ownership of the Strategic Partner Marks and the renown of the Strategic Partner Marks worldwide. Ethos shall not take any action inconsistent with such ownership and further agrees to take, at reasonable expense, any action that Strategic Partner reasonably requests to establish and preserve its exclusive rights in and to the Strategic Partner Marks. Ethos shall not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the Strategic Partner Marks or in such a way as to create combination marks with the Strategic Partner Marks.

3.2 Ethos Materials. Subject to the terms and conditions set forth in the Agreement and solely for the purposes hereof, Ethos grants to Strategic Partner a limited, revocable, non-transferable, non-exclusive license, without right of sublicense, to distribute the Ethos Materials exactly as provided to Strategic Partner by Ethos to perform Strategic Partner's obligations under this Agreement.

3.3 Ownership. As between Strategic Partner and Ethos, Ethos retains all right, title, and interest to (a) the Ethos Marks, (b) the Products, (c) the Ethos Materials, and (d) all Intellectual Property Rights related to any of the foregoing. There are no implied licenses under this Agreement.

3.4 Publicity Release and Waiver. Strategic Partner grants to Ethos and its affiliates

a worldwide, royalty-free, non-exclusive, fully paid-up, and sub-licensable right and license to Strategic Partner's name, image, likeness, biographical information, statements, and opinions (collectively, "**Publicity Rights**") and to use, distribute, and/or publicly display its Publicity Rights in any way, at any time, in any and all media related to Ethos, for any advertising, promotional, or publicity purpose, without any additional right of approval, and without additional consideration to the Strategic Partner. Strategic Partner hereby releases, discharges, and agrees to hold harmless Ethos, its affiliates, and their respective insurers and agents, from any and all liabilities, claims, injuries, damages (both direct and indirect), losses, costs and expenses (including, without limitation, attorneys' fees) arising under or related to the use of the Publicity Rights as described herein, and Strategic Partner waives any and all claims relating to the exercise of the Publicity Rights granted in this section. Strategic Partner expressly consents to any background check and to allow Ethos to provide personal information about Strategic Partner to any third party as necessary related to the performance of any such background check.

4. REPRESENTATIONS AND WARRANTIES.

4.1 Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the full corporate right, power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and the performance of its obligations hereunder does not and will not conflict with or result in a breach (including with the passage of time) of its organizational documents, applicable law, or any other agreement to which it is a party, and (c) this Agreement has been duly executed and delivered by such Party and constitutes the valid and binding agreement of such Party, enforceable against such Party in accordance with its terms.

4.2 Strategic Partner Representations and Warranties. Strategic Partner represents, warrants and covenants that: (i) Strategic Partner has the right to provide Ethos the Sales Leads and Customer List and will obtain all customer consents necessary to permit Ethos to use the Sales Leads and Customer List in accordance with this Agreement; (ii) Strategic Partner has and will maintain during the term of this Agreement all necessary licenses for it to operate in each applicable jurisdiction, and that it will provide Ethos at least annually with copies of all of its current licenses or at any time upon request from Ethos; (iii) each communication by Strategic Partner recommending, endorsing and/or promoting the Products (including on digital and/or social media) will comply with all applicable insurance marketing regulations and will clearly and conspicuously disclose Strategic Partner's relationship with Ethos as outlined in the Federal Trade Commission ("FTC") Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 C.F.R. Part 255, and related FTC Staff guidance posted at <https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>; and (iv) Strategic Partner shall at all times comply with all applicable laws, rules, regulations and guidelines, including, without limitation, the rules, regulations and policies of each applicable digital and/or social media platform. Strategic Partner further represents and warrants that its services performed hereunder will be performed in a professional manner, applying not less than the standard of care applicable to similar services within the industry.

4.3 General Disclaimers. STRATEGIC PARTNER ACKNOWLEDGES AND AGREES THAT, IN ENTERING INTO THIS AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IT HAS NOT RELIED UPON ANY WARRANTIES FROM ETHOS, EXPRESS OR IMPLIED, AND THAT ETHOS HAS NOT MADE ANY REPRESENTATIONS, ASSURANCES, OR PROMISES THAT STRATEGIC PARTNER WILL RECEIVE ANY REFERRAL FEES AS A RESULT OF THIS AGREEMENT. ETHOS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, REGARDING THE PRODUCTS AND THE ETHOS MATERIALS (WHICH ARE PROVIDED AS-IS), WHETHER EXPRESS, IMPLIED, OR STATUTORY, ORAL OR IN WRITING, ARISING UNDER ANY LAWS, INCLUDING WITH RESPECT TO ERROR-FREE OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

4.4 Warranties to Third Parties. Strategic Partner shall not provide any representations or warranties to any Sales Lead or any other third party with respect to the Products.

5. CONFIDENTIALITY.

5.1 Confidentiality. Strategic Partner shall maintain in confidence all Confidential Information disclosed to it. Strategic Partner shall not use for any purpose outside the scope of this Agreement, or disclose to any third party such Confidential Information except as expressly authorized by this Agreement. To the extent that disclosure is specifically authorized by this Agreement, Strategic Partner shall obtain prior written agreement from its employees, contractors, agents, and consultants to whom disclosure is to be made to hold in confidence and not make use of such information for any purpose other than those permitted by this Agreement. Strategic Partner shall use at least the same standard of care as it uses to protect its own most confidential information (and in no event less than reasonable care) to ensure that such employees, contractors, agents, and consultants do not disclose or make any unauthorized use of such Confidential Information. Strategic Partner shall promptly notify Ethos upon discovery of any unauthorized use or disclosure of the Confidential Information. Notwithstanding any other provision in this Agreement to the contrary, the obligations set forth in this Section 5 shall survive any termination or expiration of this Agreement for a period of three (3) years thereafter.

5.2 Exceptions. The obligations of confidentiality contained in Section 5.1 shall not apply to the extent that it can be established by Strategic Partner by competent proof that such Confidential Information:

(a) was already known by Strategic Partner, other than under an obligation of confidentiality, at the time of disclosure by Ethos;

(b) was generally available to the public or was otherwise part of the public domain at the time of its disclosure to Strategic Partner;

(c) became generally available to the public or otherwise became part of the public domain after its disclosure, other than through any act or omission of Strategic Partner in breach of this Agreement; or

(d) was disclosed to Strategic Partner, other than under an obligation of confidentiality, by a third party who had no obligation not to disclose such information to others.

5.3 Authorized Disclosure. Notwithstanding any provision to the contrary, Strategic Partner may disclose Confidential Information (a) to the extent required by law or any governmental authority, or (b) on a “need to know” basis under an obligation of confidentiality, to its legal counsel or accountants, *provided*, that Strategic Partner shall use commercially reasonable efforts to secure confidential treatment of such information required to be disclosed. Prior to disclosing any Confidential Information under this Section 5.3, Strategic Partner shall take reasonable steps to give Ethos sufficient notice of the disclosure request for Ethos to contest the disclosure request.

6. INDEMNITIES AND INSURANCE.

6.1 By Strategic Partner. Strategic Partner shall indemnify, defend, and hold Ethos harmless from and against any and all liabilities, losses, damages, fines, costs, fees, and expenses (including reasonable attorneys’ fees) (collectively, “**Costs**”) resulting from, related to, or arising out of any claims, suits, actions, or proceedings, including, without limitation, any government action brought by any federal or state regulatory agency (including any state department of insurance) (collectively, “**Claims**”) based on allegations that Strategic Partner (a) breached any representation, warranty, or covenant contained herein, (b) breached any term of this Agreement, (c) violated any applicable law, and/or (d) made a representation or warranty regarding Ethos or the Products that is inconsistent with the Ethos Materials provided to Strategic Partner by Ethos, or is otherwise unauthorized by Ethos.

6.2 Indemnification Procedure. Strategic Partner shall be liable for any Costs incurred by Ethos which are attributable to any such Claims, and Ethos will (i) notify the indemnifying party promptly in writing of the claim, understanding and agreeing that no failure by Ethos to provide timely notice shall permit Strategic Partner to avoid its indemnity obligation hereunder, and (ii) provide reasonable assistance at Strategic Partner’s written request and at Strategic Partner’s expense to enable Strategic Partner to defend, compromise, or settle such claim. Strategic Partner shall diligently pursue any defense required to be rendered hereunder, shall keep Ethos informed of all significant developments in any action defended, and shall not enter into any settlement affecting Ethos without the prior written consent of Ethos.

6.3 Strategic Partner shall obtain and maintain insurance for itself and its officers, directors, employees, agent and contractors for the conduct of its business, including Professional Liability Errors and Omissions Insurance, for any loss arising as a result of any real or alleged negligence, errors, omissions or malpractice arising from the services provided to Ethos with limits of not less than \$1,000,000, and Strategic Partner agrees to deliver current Certificates of Insurance

to Ethos within ten (10) business days of the expiration or replacement of any coverage, and/or at any time upon request from Ethos.

7. LIMITATION OF LIABILITY.

7.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL ETHOS, ITS AFFILIATES, SUCCESSORS, ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR INSURERS BE LIABLE TO STRATEGIC PARTNER UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE FAILURE, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) IN NO EVENT SHALL ETHOS'S TOTAL LIABILITY ARISING OUT OF ANY CLAIM OR CAUSE UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF PAYMENTS ACTUALLY PAID TO STRATEGIC PARTNER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PRECEDING THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

8. TERM; TERMINATION.

8.1 Term. The term of this Agreement shall be one (1) year from the Effective Date unless terminated earlier in accordance with the provisions of this Section 8. This Agreement shall renew automatically for additional one-year terms unless one Party provides the other written notice no later than thirty (30) days prior to the expiration of the then-current term of the Agreement of its intention to allow the Agreement to expire at the end of such term.

8.2 Termination for Breach. Either Party may terminate this Agreement for cause resulting from the material breach of this Agreement by the other Party by providing the breaching party written notice of such material breach and the intention to terminate for cause. The Party receiving such notice shall have thirty (30) days to cure such material breach. If at the end of such thirty (30) day period, the breach has not been cured to the reasonable satisfaction of the Party seeking to terminate the Agreement, the Agreement shall terminate.

8.3 Termination for Convenience. Notwithstanding anything herein to the contrary, Ethos may terminate this Agreement for convenience at any time upon three (3) days' written notice.

8.4 Termination for Bankruptcy. This Agreement shall be automatically terminated without the need for action by any Party if a Party becomes insolvent, makes any assignment for the benefit of creditors, goes into liquidation or has a receiver or trustee appointed for the benefit

of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute.

8.5 Effect of Termination; Duties of the Parties Upon Termination. Upon any termination or expiration of this Agreement, Strategic Partner shall (a) refrain thereafter from representing itself as a Strategic Partner of Ethos, (b) immediately cease all use of any Ethos Marks, and (c) return to Ethos the Ethos Materials and all tangible items in Strategic Partner's possession or under its control containing Confidential Information of Ethos. Upon any termination or expiration of this Agreement, all licenses granted under this Agreement, shall terminate. The expiration or termination of this Agreement for any reason, except in accordance with Section 8.2 for a material breach by Strategic Partner and/or due to any allegation of Strategic Partner's violation of any applicable law or regulation, shall not relieve Ethos of its obligation to pay Strategic Partner the Referral Fees that are payable hereunder with respect to Sales Lead Forms that have been accepted by Ethos prior to such expiration or termination of this Agreement. In the event that Ethos terminates this Agreement in accordance with Section 8.2 due to material breach by Strategic Partner, Ethos' sole and exclusive obligation to Strategic Partner shall be to pay Strategic Partner the Referral Fees that have accrued up to the date of such termination.

8.6 Survival. The following provisions shall survive any expiration or termination of this Agreement: Sections 1 (Definitions), 3.3 (Ownership), 4.2 (Strategic Partner Representations), 4.3 (General Disclaimers), 5 (Confidentiality), 6 (Indemnities), 7 (Limitation of Liability), 8.3 (Termination for Convenience), 8.5 (Effect of Termination; Duties of the Parties Upon Termination), 8.6 (Survival), and 9 (Miscellaneous).

9. MISCELLANEOUS.

9.1 Relationship of the Parties. The relationship of Strategic Partner and Ethos is that of independent contractors. Regardless of the use of the word "partner" in the title of this Agreement, neither Party is, nor shall be deemed to be, a partner, joint venturer, agent, or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of or on behalf of the other Party, and neither Party shall be entitled to pledge the credit of the other Party in any way or hold itself out as having authority to do so. No Party shall incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein.

9.2 Assignment. Strategic Partner shall not assign or transfer this Agreement, in whole or in part, whether by operation of law or otherwise, or delegate any of its obligations hereunder, without the express written consent of Ethos. Subject to the foregoing, this Agreement shall be binding upon the successors and permitted assigns of the Parties. Any assignment in violation of the foregoing shall constitute a material breach of this Agreement and shall be null and void.

9.3 Governing Law; Venue. This Agreement is made in accordance with and shall be governed and construed in accordance with the laws of the State of California, as such laws are applied to contracts entered into by and between California residents and performed entirely within

the State of California. Any proceeding relating to this Agreement shall be brought exclusively in the courts in San Francisco, California.

9.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by email (with such notice attached as a PDF), or sent by express courier service, to the Parties at the addresses set forth below (or at such other address for a Party as shall be specified by like notice; provided, that notices of a change or address shall be effective only upon receipt thereof):

If to Strategic Partner:

At the name and contact information listed in your application submitted to Ethos or any other time thereafter, which will be used until such time as you inform Ethos in writing of your intent to change such contact information.

If to Ethos:

Ethos Technologies Inc.
Attn: Partnerships Operations
75 Hawthorne St., Suite 2000
San Francisco, CA 94105
Email: AgentOps@getethos.com

With cc to:

Ethos Technologies Inc.
Attn: General Counsel
75 Hawthorne St., Suite 2000
San Francisco, CA 94105
Email: Legal@getethos.com

9.5 Amendment. No amendment, modification, or supplement of any provision of the Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of each Party (including by use of any digital signature or clickthrough agreement presented by Ethos and accepted by Strategic Partner).

9.6 Waiver. No provision of the Agreement unless such provision otherwise provides shall be waived by any act, omission, or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party.

9.7 Severability. Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Agreement.

9.8 Construction. 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. As used in this Agreement, the singular shall include the plural and vice versa, and the terms “include” and “including” shall be deemed to be immediately followed by the phrase “without limitation.” The captions and headings in this Agreement are inserted for convenience and reference only and in no way define or limit the scope or content of this Agreement and shall not affect the interpretation of its provisions.

9.9 Acceptance. By (1) clicking a box on any Ethos website indicating acceptance of this Agreement, (2) executing any Ethos form referencing adoption of this Agreement, and/or (3) submitting a Sales Lead to Ethos, you accept and agree to the terms of this Agreement. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to this Agreement, in which case the term “Strategic Partner” shall refer to such entity and its affiliates. This Agreement may be executed digitally and/or in multiple counterparts (via facsimile, clickthrough, e-mail or other transmission method, understanding and agreeing that the Parties agree to the use of any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act, or other applicable law), each of which shall be deemed an original and all of which together shall constitute one and the same instrument duly and validly delivered and be valid and effective for all purposes.

9.10 Entire Agreement. The Agreement constitutes and contains the complete, final and exclusive understanding and agreement of the Parties and cancels and supersedes any and all prior negotiations, correspondence, understandings, and agreements, whether oral or written, between the Parties respecting the subject matter thereof.

EXHIBIT A

PRODUCTS

- 1) Ethos-marketed life insurance.

EXHIBIT B

REFERRAL FEES

[Intentionally left blank – The Parties agree this Exhibit will be included at a later date.]

EXHIBIT C

ETHOS MARKS

Ethos logo

ETHOS