

**HERITAGE LIVING TRUST
HERITAGE ESTATE SERVICES**

***INDEPENDENT CONTRACTOR'S
AGREEMENT***

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made between Heritage Living Trust/Heritage Estate Services located at P.O Box 66972 Scotts Valley, CA 95067 and the Independent Contractor.

RECITALS: WHEREAS, Heritage Living Trust/Heritage Estate Services has developed a unique and successful business which includes providing independent Contractor's and Attorneys with estate planning marketing and customized document production for use by clients with estate planning needs. The central feature of Heritage Living Trust/Heritage Estate Services business is a proprietary system for the preparation of customized high quality living trusts.

FURTHER, Independent Contractor desires to use Heritage Living Trust/Heritage Estate Services' products and services and Heritage Living Trust/Heritage Estate Services is willing to provide its services and products to Independent Contractor on the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below in the body of this Agreement. Heritage Living Trust/Heritage Estate Services and the Independent Contractor agree as follows:

1. USE OF DOCUMENTS.

(a) The Documents. The Trust and ancillary documents produced by Heritage Living Trust/Heritage Estate Services (collectively, the "Documents") are listed on Exhibit A. Heritage Living Trust/Heritage Estate Services shall have the right, but not the obligation, to supplement and revise Exhibit A and/or the Documents from time to time.

(b) Independent Contractor's Use of the Documents. Independent Contractor shall refer client or transmit to Heritage Living Trust/Heritage Estate Services the client data necessary to complete the trust and the ancillary documents. Independent Contractor is to select from Heritage Living Trust/Heritage Estate Services library of alternative options to personalize documents. All Heritage Living Trust/Heritage Estate Services documents shall be used exclusively for providing the products and services of Heritage Living Trust/Heritage Estate Services to clients.

(c) Review of Drafts: Revisions. Upon completion of the review by the Attorney, the Independent Contractor or the Attorney shall notify Heritage Living Trust/Heritage Estate Services, in writing, of any necessary revisions by returning mini-summary with such changes. Heritage Living Trust/Heritage Estate Services shall revise the Documents appropriate to that client based upon the Attorney's request.

2. INDEPENDENT CONTRACTOR TRANSMITTAL OF CLIENT DATA.

The Independent Contractor will use the approved input data application provided by Heritage Living Trust/Heritage Estate Services to transmit all necessary client data to Heritage Living Trust/Heritage Estate Services.

3. PROMOTION OF SALES.

The Independent Contractor will actively promote the use of Heritage Living Trust/Heritage Estate Services products and services and will use the Independent Contractor best efforts to cultivate, develop, and expand the market thereof.

4. FEES.

(a) Fee Schedule. Independent Contractor agrees to collect fees in accordance with the schedule of fees as published by Heritage Living Trust/Heritage Estate Services and revised from time to time. Such schedule is subject to revision by Heritage Living Trust/Heritage Estate Services from time to time. The Independent Contractor agrees that the fees listed in the fee addendum reflect fair and reasonable bona fide prices for the goods received or the services rendered. The applicable fees with respect to any Trust Document order shall be those published and in effect as of the date Heritage Living Trust/Heritage Estate Services receives the client data from Independent Contractor in accordance with this Agreement. Heritage Living Trust/Heritage Estate Services reserves the right to change prices upon 30 days prior written notice or email to the Independent Contractor.

(b) Payment of Heritage Living Trust/Heritage Estate Services Fee. The applicable fee for a Heritage Living Trust shall be paid to Heritage Estate Services at the time Independent Contractor transmits the client data and shall be non-refundable after three working days from the date of sale. The Independent Contractor shall request that the client make his check out to “Heritage” and payment must accompany the data form application. Honored modes of payment are, personal check, postal or bank money order, VISA, MasterCard, American Express, and Discover credit cards. Cash will not be accepted. Independent Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. Independent Contractor hereby indemnifies and holds Heritage Living Trust/Heritage Estate Services harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by Heritage Living Trust/Heritage Estate Services arising out of Contractor's failure with respect to its obligations.

(c) No Hidden Fees. Independent Contractor understands and agrees that it is essential to the goodwill of Heritage Living Trust/Heritage Estate Services, and the Independent Contractor, to avoid charging any client hidden costs or fees, including but not limited to additional attorney fees, photocopy, phone or facsimile charges, or consultation fees, without the prior understanding and consent of the client in writing. It is the client's or agent's option to rush the production of a Living Trust. If the decision is made to do so and either the client or the agent wish to receive the trust in less than 30 days guaranteed, there shall be a \$100 rush fee added to all other fees being charged. Heritage will provide up to two (2) included Quit Claim Deeds for each client for the transfer of property. It is the agent's duty to advise the client that a charge of \$25 will be made for each Quit Claim Deed in excess of the two provided with the Living Trust package.

5. TERMINATION.

(a) Term. The term of this Agreement shall commence upon full execution hereof by all parties to this agreement.

(b) Termination Without Cause. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.

(c) Termination for Cause. The parties shall deal with each other, clients, and the public morally and ethically, and shall be courteous and punctual in all contacts with clients. “Cause” shall be deemed to mean any violation of the duty hereunder to deal morally and ethically and any violation of any other term, covenant, or promise in this Agreement. Either party may terminate this Agreement for cause by delivering to the other party written notice of such termination specifying the cause(s). Such termination shall be effective upon delivery of such notice.

(d) Automatic Prior Termination. Subject to Heritage Living Trust/Heritage Estate Services sole discretion, Heritage Living Trust/Heritage Estate Services and Heritage Estate Services may declare this Agreement to have been automatically terminated should any of the following circumstances exist and as of the date the circumstance first existed:

- (1) File for protection with, or become the subject of any involuntary petition to, the Bankruptcy Court;
- (2) Failure to transmit Living Trust applications and clients funds to the appropriate representative of Heritage Living Trust/Heritage Estate Services within 14 days of receiving them from the client or negligent failure to deliver a completed trust to the client within 14 days barring unforeseen circumstances such as client on extended vacation, death or illness of client or agent family member or other unavailability of client.
- (3) Make a general assignment for the benefit of creditors;
- (4) Default in the performance of any obligation or the payment of any indebtedness under this Agreement;
- (5) Independent Contractor, or any of its principals, engage in the practice of a trade or profession in violation of any statutes, laws or regulations prohibiting, controlling, or limiting the practice of such trade or profession;

This right of prior termination belonging to Heritage Living Trust/Heritage Estate Services may be exercised without prejudice to any other remedy to which it may be entitled at law or under this Agreement.

(e) Obligations Following Termination. Upon termination of this Agreement for any reason whatsoever, the Independent Contractor and all persons directly or indirectly owning any interest in the Independent Contractor or in any way associated with or related to the Independent Contractor shall:

1. Promptly cause the Independent Contractor to pay Heritage Living Trust/Heritage Estate Services all ascertainable sums owing from the Independent Contractor to Heritage Living Trust/Heritage Estate Services, without set-off or other diminution on account of un-liquidated claims.
2. Immediately and permanently discontinue the use of any of Heritage Living Trust/Heritage Estate Services proprietary marks and any marks, names or indicia which in the opinion of Heritage Living Trust/Heritage Estate Services are confusingly similar thereto, or any other material which may in any way indicate or tend to indicate that the Independent Contractor is or is in any way associated with Heritage Living Trust/Heritage Estate Services.
3. Immediately and permanently remove, destroy, obliterate, or surrender to Heritage Living Trust/Heritage Estate Services all signs containing any of the marks, names, indicia, or other things the use of which is

prohibited by subsection (2) above, and all other printed matter, promotional displays, and advertising containing any of the marks, names, indicia, or other things the use of which is prohibited by subsection (2) above;

6. UNFAIR COMPETITION AFTER TERMINATION OF AGREEMENT.

(a) Trade Secrets. The Independent Contractor acknowledges and agrees that Heritage Living Trust/Heritage Estate Services trade secrets obtained by the Independent Contractor during the term of this agreement were and are conveyed in confidence by Heritage Living Trust/Heritage Estate Services, and that the unauthorized sale, use or disclosure thereof constitutes unfair competition. Those trade secrets include, but are not limited to Heritage Living Trust/Heritage Estate Services Independent Contractor's lists, confidential materials, business marketing and sales techniques that have been developed for the purpose of selling Heritage Living Trust/Heritage Estate Services products and services to consumers. Price lists, current products and services, the nature of any future or proposed products or services of which Independent Contractor is apprised of by reason of the party's relationship, the facts that those products or services are planned, under consideration, or in production, as well as any descriptions of the features of those products or services.

(b) Unfair Competition. The Independent Contractor promises and agrees not to engage in any unfair competition with Heritage Living Trust/Heritage Estate Services either during the term of this Agreement or at any time thereafter.

(c) Soliciting Heritage Living Trust/Heritage Estate Services Clients After Termination of Agreement.

(1) Independent Contractor Lists. The Independent Contractor acknowledges and agrees that the Independent Contractor using Heritage Living Trust/Heritage Estate Services leads are Heritage Living Trust/Heritage Estate Services clients for Living Trusts, not Independent Contractor's clients for Living Trusts, and their names and addresses constitute trade secrets of Heritage Living Trust/Heritage Estate Services. Unless, however, the Independent Contractor has purchased outright the names and addresses at an agreed upon price from Heritage Living Trust/Heritage Estate Services.

(2) Restrictions on Solicitation. For a period of two (2) years immediately following the termination of this Agreement, the Independent Contractor shall not directly or indirectly make known to any person, firm or corporation the names and addresses of any of Heritage Living Trust/Heritage Estate Services Clients or any other information pertaining to them, nor call on, solicit, take away, or attempt to call on solicit, or take any of Heritage Living Trust/Heritage Estate Services or Heritage Estate Services Clients.

7. NOTICES.

Except, as specifically otherwise provided in this Agreement. Any notice or demand which either party is required or desires to give the other party under this Agreement shall be in writing and either personally delivered or sent to the other party at the address indicated below, by first class mail, person delivery, or public courier. Notices shall be deemed delivered upon receipt or refusal to accept receipt at the specified address. Each party may change its address for notices by giving notice in accordance with this paragraph.

If to Heritage Living Trust/Heritage Estate Services

Heritage Living Trust/Heritage Estate Services
P.O. Box 66972
Scotts Valley, CA 95067

8. MISCELLANEOUS.

Entire Agreement and Severability. This Agreement supersedes any and all other agreements, either oral or in writing, between Heritage Living Trust/Heritage Estate Services, Heritage Estate Services and the Independent Contractor. This Agreement and the exhibits and Agreements referred to herein constitute the entire Agreement of the parties with respect to the subject matter of this Agreement. This agreement may not be amended, supplemented or otherwise modified, except in writing signed by the parties. Each party to this Agreement acknowledges that no representations, inducement, promises, or agreements have been made by or on behalf of any party except those covenants and agreement embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, or waived by a party as having a substantial risk of being found void or unenforceable, the remainder of the contract terms shall remain in full force and effect and shall not be affected.

9. ASSIGNMENT.

Independent Contractor shall not have the right to assign Independent Contractor's rights, title or interest in this Agreement, or to delegate its obligations under this Agreement, without Heritage Living Trust/Heritage Estate Services prior informed written consent. Except that if the Independent Contractor incorporates its going business, Independent Contractor may assign all of Independent Contractor's rights, title or interest in this Agreement thereto. Any Heritage Living Trust/Heritage Estate Services approved assignee shall acquire all of the rights and assume all of the obligations of the Independent Contractor under this Agreement. Any Subcontracted person shall be the responsibility of the Independent Contractor, and as such they will deal with Heritage Living Trust/Heritage Estate Services through the Independent Contractor and directly with Heritage Living Trust/Heritage Estate Services. If the Independent Contractor terminates this Agreement, then Heritage Living Trust/Heritage Estate Services shall have the right to change the contracts of the Subcontractor to independent. If Heritage Living Trust/Heritage Estate Services terminates this Agreement with the Independent Contractor, then they will not have the right to enter into an Independent Contractor Agreement with the Subcontractor for a period of two (2) years. Heritage Living Trust/Heritage Estate Services shall have the right to assign its rights, title and interest in this Agreement, and to delegate its obligations under this Agreement, to a successor, in whole or in part, in interest without prior notice to or consent of the Independent Contractor.

10. COMPLIANCE WITH LAWS.

Independent Contractor shall comply with all federal, state, county, municipal, or other statutes, laws, ordinances, regulations, rules or orders of any governmental or quasi governmental entity, body, agency, commission, board or official applicable to or with regulatory authority over Independent Contractor's business and/or practices. Nothing herein shall prevent Independent Contractor from engaging in a bona fide contest of the validity or applicability thereof in any manner permitted by law. Heritage Living Trust/Heritage Estate Services warrants that its system to generate living trusts and the materials it makes available to consumers who purchase living trusts at the time of preparation of the mini-summary (exclusive of any attorney requested changes) will be in compliance with the then applicable State and

Federal tax and other laws and, where appropriate, the Internal Revenue Code. This representation and warranty applies only to the first draft of the living trust prepared by Heritage Living Trust and not to the final version which the client's attorney controls. Heritage Living Trust/Heritage Estate Services further represents and warrants that use of its system and other materials do not violate any copyright, trademark, patent or other right of any other person.

11. NO AGENCY RELATIONSHIP.

This Agreement does not in any way create any partnership, employment, or agency relationship between the parties, and under no circumstances shall Independent Contractor be considered to be in any such relationship with Heritage Living Trust/Heritage Estate Services. Independent Contractor will not represent itself, directly or by implication that any such relationship exists to any third parties or other Independent Contractors. Neither Independent Contractor, nor any of Independent Contractor's employees, shall be entitled to any benefits accorded to Heritage Living Trust/Heritage Estate Services employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Independent Contractor shall be responsible for providing, at Independent Contractor's expense, and in Independent Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

12. NONWAIVER.

No failure to take action based upon any default shall preclude the exercise of such right or remedy.

13. SURVIVAL OF COVENANTS AND AGREEMENTS AFTER TERMINATION.

All covenants and Agreements of the parties which by their terms or by reasonable implication are to be performed in whole or in part, after the termination of this Agreement, and shall survive such termination.

14. INDEMNIFICATION.

Independent Contractor shall at all times be solely responsible for all damage or loss arising out of or relating to Independent Contractor's business, and will indemnify and defend Heritage Living Trust/Heritage Estate Services, and any employees and agents thereof, from all liability for any loss, damage or injury to persons or property, arising from advice, representations, and/or services rendered by Independent Contractor to third parties.

15. ATTORNEYS FEES.

If any legal action, including an action for declaratory relief, is brought by either party to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled.

16. CONFIDENTIALITY.

Independent Contractor will regard and preserve as confidential all information of Heritage Living Trust/Heritage Estate Services and its subsidiary and affiliated companies, disclosed or otherwise obtained by Independent Contractor in whatever form, in connection with this matter. This shall include but not be

limited to, information concerning the products and services now offered by Heritage Living Trust/Heritage Estate Services, current fee information, existing customers and related contracts, publishing agreements, practical experience, seminar materials, market information and the like. To preserve the confidentiality of such information, Independent Contractor agrees that it will not, without first obtaining the written consent of Heritage Living Trust/Heritage Estate Services, disclose to any person other than its attorney and an officer, director, employee or representative of Independent Contractor any such information. In meeting its obligations to protect the confidentiality of information, both parties agree to treat such information with the same degree of concern that it would ordinarily use to protect its own valuable confidential business information and trade secrets, such care to be at least that which a business person of ordinary prudence would use.

17. GOVERNING LAW.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be governed and construed pursuant to and in accordance with the laws of the State of California.

18. NON-CIRCUMVENTION.

Independent Contractor understands and agrees that Heritage Estate Services holds an exclusive agreement with Heritage Living Trust and Independent Contractors point of communication regarding this agreement and any clients regarding Living Trusts is always directly with and only with the Heritage Estate Services. The Independent Contractor agrees to never circumvent Heritage Estate Services regarding this contract agreement. The Independent Contractor understands and agrees that this agreement will be immediately terminated and any unpaid fees due to Independent Contractor will be immediately forfeited upon violation of this clause. And further,

NON-COMPETITION.

Independent Contractor agrees they shall not compete, induce, or persuade any participating client introduced under this agreement to terminate or change their client relationship with Heritage Living Trust/Heritage Estate Services or its affiliated companies for a period of one year from the commencement of this agreement. Independent Contractor understands and agrees that violation of this clause shall result in the immediate termination of this agreement and forfeiture of all future fees due to the Independent Contractor. And further,

LIMITATIONS.

Independent Contractor understands that Heritage Living Trust/Heritage Estate Services only provides Living Trust Documents and that this contract and agreement applies only to the representation and sale of the Heritage Living Trust/Heritage Estate Services and does not extend to include any other financial or investment products whatever.

This contract is valid only after execution by the Independent Contractor and by acceptance by an authorized officer of Heritage Living Trust/Heritage Estate Services.

INCLUDED IN THE BASIC LIVING TRUST IS THE FOLLOWING DOCUMENTS AND PROVISIONS:

1. Letter With Special Instructions
2. Abstract of Trust
3. The Living Trust
4. Schedules for Assets
5. Personal Property Transfers
6. Disposition of Personal Effects
7. Amendments to Trust
8. Asset Durable Power of Attorney(s)
9. Pour-Over Will(s) unless state law dictates that must be provided by an attorney
10. Living Will(s) (one in portfolio binder the others under separate cover
11. Health Care Proxy(s) or durable Power of Attorney for Health Care(s) (one in portfolio binder, the others under separate cover, whatever number is requested by client)
12. Burial instruction(s) (one in portfolio binder the others under separate cover, whatever number is requested by the client)
13. Anatomical Gifts (One in portfolio binder the others under separate cover, whatever number is requested by the client)
14. Settlor - Trustee Instructions
15. Last Instructions to Family
16. Appointment of Guardian for Minors
17. Appointment of Conservator of the Person
18. Declaration of Gift & Separate Property Agreements (A-B Trust Only)

All the above documents are placed in a personalized binder.

Included in the price are all updates to the Trust at no charge for the life of the trust and required paper work to fund the Trust, which includes Quit Claim Deeds (up to 2 - \$25 each thereafter.).

There is no charge for the forms required by Heritage Living Trust/Heritage Estate Services for the funding of the HERITAGE LIVING TRUST A maximum of two Quit Claim Deeds are included in the retail price.