



**Order for Benson Financial Spendthrift Trust Copyright Beneficial Trust**

I herein purchase from Vertical Alternatives the right to a single use of a Copyrighted Benson Financial Spendthrift Trust for the below entitled entity. Email your information and instruction form to roxane@hisfaithfulstewards.com. Refer to the Instruction Sheet for payment details. Deposits are non-refundable after 72 hours. We must have payment confirmation before your Trust Book will be produced.

The Spendthrift Trust Copyright Format shall contain the following terms and conditions.

1. The Copyrighted Benson Financial Spendthrift Trust shall be managed by "Trustees" who shall manage and control the Benson Financial Spendthrift Trust.
2. The Copyrighted Benson Financial Spendthrift Trust shall have "Beneficiaries" to be named herein.
3. The Copyrighted Benson Financial Spendthrift Trust shall have the powers generally accepted and conveyed to "Trusts" and shall contain certain proprietary facets and advantages for the benefit of the "Trustees".
4. The Copyrighted Benson Financial Spendthrift Trust shall have a "Compliance Overseer" who shall have the authority to remove and replace a "Trustee and/or Beneficiary" of the Trust.
5. The Copyrighted Benson Financial Spendthrift Trust shall have a "Settlor" who will create the Trust named herein.

The Copyrighted Trust purchased shall be shipped via Priority Mail or UPS for delivery to the person who ordered the Copyright only upon your payment of the purchase price, in the amount indicated on the Order Form, clearing and funding occurs.

Trust Name: \_\_\_\_\_ Rep Code: RI9090

Address of the Trust: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ County: \_\_\_\_\_ Postal Zip Code: \_\_\_\_\_

Name of Settlor: \_\_\_\_\_

Address of Settlor: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Initial Trustee: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Compliance Overseer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

Names of Beneficiaries: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After you receive your Benson Financial Spendthrift Trust Copyright Documents enter all Successor Trustees and Successor Compliance Overseers.

Additional Trustees and Compliance Overseers should sign at the appropriate place at the back of the document.

**PURCHASER’S DECLARATION AND STATEMENT OF FACT**

I, the purchaser of the Benson Financial LLC trust book(s), declare that I have purchased the trust book(s) for my own personal private reasons, which have not been disclosed to Benson Financial LLC (including but not limited to its employees, agents, distributors, associates, shareholders, members, officers, directors, and trustees, or any of its affiliated entities) (hereinafter “BF LLC”). I further acknowledge that there are certain risks inherent in the operation and use of the trust book(s). I, the purchaser, warrant and represent that I alone (or with the assistance of independent counsel / accountant or advisor of my choosing), to the complete exclusion of BF LLC, have unilaterally determined how to structure (designate settlor, trustee(s), compliance overseer(s) beneficiary, etc.) and endow the trust. I, the purchaser, assume all risks with respect to how I structure (designate settlor, trustee(s), compliance overseer(s) beneficiary, etc.), endow, utilize and operate the trust(s) that I have purchased. As additional consideration for the purchase and sale of the trust book(s), I hereby indemnify and hold harmless BF LLC from any claims or causes of action, at law or in equity, statutory or under the common law, without limitation, asserted or arising as a result of, or in connection with, the purchase and sale of the trust book(s), and the structure, use, and operation of the trust created with the trust book. Purchaser has the right to cancel this transaction and receive a full refund if written request is provided to BF LLC within three business days from the date of this transaction.

**BENSON FINANCIAL LLC TERMS OF SERVICE AND DISCLAIMER**

**1. Legal Disclaimer.** <https://bensonfinancial.us> (hereinafter collectively referred to as “Site”) provides information over the internet. This Site is neither a law firm nor an accounting firm and does not provide legal or accounting advice with respect to the transaction you may be contemplating for utilization of a trust book. The information contained in the Site should not be construed as legal, accounting, financial, or tax advice. Additionally, Benson Financial LLC (including but not limited to its employees, agents, distributors, associates, shareholders, members, officers, directors, and trustees, and any of its affiliated individuals or entities, hereinafter “BF LLC”) is neither a law firm nor an accounting firm and does not provide legal or accounting advice with respect to the transaction you may be contemplating or consummating for utilization of a trust book. Neither the Site nor Benson Financial LLC (including but not limited to its employees, agents, distributors, associates, shareholders, members, officers, directors, and trustees, and any of its affiliated individuals or entities, hereinafter “BF LLC”), are acting as your attorney, accountant, or financial/tax advisor. The information contained in the Site should not be construed as legal, accounting, financial, or tax advice.

The Site and BF LLC (hereinafter, collectively as “BF LLC”) is not providing and does not and will not provide any legal, accounting, financial, or tax advice, nor in any way act or will act as the attorney, accountant, financial advisor, or tax advisor for any visitor or user of this Site or a Purchaser (and/or any trustees, beneficiaries, grantors, settlors, or trust protectors; hereinafter collectively referred to as “Purchaser”) of any trust created by, through or under the use of a trust book purchased from BF LLC.

BF LLC makes available for purchase a copyrighted book with a right to a single use of a Copyrighted Benson Financial Spendthrift Trust as selected by Purchaser (hereinafter “Product”) and does not sell or provide legal services or its Product as a sale of, or in connection with, legal services. The amount that is paid to BF LLC is for the purchase of the Product only. BF LLC has not provided any reviews, preparations, compilations, filings or any or other legal, accounting, or tax services that may be required to utilize the Product that may be purchased.

BF LLC strongly suggests that Purchaser contact an attorney for legal advice, an accountant for accounting advice, and such other financial or tax advisor customarily consulted when in engaging in complex legal and financial transactions, regarding the purchase, structure, and utilization of any Product purchased from BF LLC.

**2. Limitation on Use.** The purchase of a Product hereunder grants Purchaser the right to utilize the Product for the creation of a single trust only and solely for your personal, business, or charitable use only. The purchased Product may not be reproduced, copied, transmitted, or otherwise communicated to any other person or entity, directly or indirectly. The Purchaser's right to use the Product shall automatically terminate without notice in the event Purchaser breaches any of the terms of use hereunder.

**3. No Warranty.** THE SITE AND ALL MATERIALS, DOCUMENTS OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE SITE ARE PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, BF LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. BF LLC MAKES NO WARRANTY THAT (A) THE SITE OR THE PRODUCT(S) WILL MEET YOUR REQUIREMENTS; (B) THE SITE OR THE PRODUCT(S) WILL BE AVAILABLE ON A TIMELY, UNINTERRUPTED, ERROR FREE, OR SECURE BASIS; (C) ANY RESULTS FROM THE USE OF THE SITE OR PRODUCT(S) WILL BE ACCURATE OR RELIABLE; OR (D) ANY PRODUCT PURCHASED WILL MEET YOUR EXPECTATIONS. ANY PRODUCTS PURCHASED OR ANY OTHER INFORMATION OBTAINED THROUGH THE USE OF THIS SITE IS DONE SO AT PURCHASER'S OWN DISCRETION AND RISK.

**4. Limitation of Liability and Indemnification.** EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD BF LLC HARMLESS FOR ANY DAMAGES OF ANY KIND WHATSOEVER INCLUDING BUT NOT LIMITED TO ACTUAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR STATUTORY DAMAGES, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION AT LAW OR IN EQUITY, UNDER STATUTE, REGULATION, OR COMMON LAW ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE PURCHASE OF ANY TRUST BOOK HEREUNDER. IF FOR ANY REASON THIS LIMITATION OF LIABILITY AND INDEMNIFICATION IS FOUND TO BE UNENFORCEABLE IN WHOLE OR IN PART, BF LLC'S LIABILITY IS EXPRESSLY LIMITED TO THE AMOUNT PAID FOR THE PRODUCT OR SERVICES PURCHASED HEREUNDER, TO THE EXTENT ALLOWED BY LAW. AND UNDER NO CIRCUMSTANCES SHALL GEPBF BE LIABLE OR SUBJECT TO AN AWARD FOR CONSEQUENTIAL OR PUNITIVE DAMAGES, TO THE EXTENT ALLOWED BY LAW.

**5. Force Majeure.** BF LLC shall not be considered in breach of or default under these Terms of Service or any contract with purchaser, and shall not be liable to purchaser for any cessation, interruption, or delay in the performance of its obligations hereunder by reason of earthquake, flood, fire, storm, lightning, drought, landslide, hurricane, cyclone, typhoon, tornado, natural disaster, act of God or a public enemy, epidemic, famine or plague, action of a court or public authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or similar event beyond our reasonable control, whether foreseen or unforeseen (each a "Force Majeure Event"). If a Force Majeure Event continues for more than 60 days in the aggregate, BF LLC may immediately terminate these Terms of Service and shall have no liability to you for or as a result of any such termination.

**6. Right to Refuse.** Purchaser acknowledges that BF LLC reserves the right to refuse service to anyone.

**7.** If, prior to or during the purchase of Product, Purchaser believe that BF LLC has provided Purchaser with any legal or accounting advice, opinion or recommendation about Purchaser's legal rights, remedies, defenses, options, selection of Product or strategies, or the structuring and utilization of any trust created for use with a Product purchased hereunder, Purchaser agrees not to proceed with this purchase or otherwise rescind / cancel this purchase within three business day. If Purchaser proceeds with the purchase of a Product thereafter, Purchaser agrees it is doing so without regard to any such legal or accounting advice, opinion or recommendation about Purchaser's legal rights, remedies, defenses, options, selection of trust book(s) or strategies, or the structuring and utilization of any trust created for use with a Product purchased hereunder, allegedly provided to Purchaser.

**8. PURCHASER ACKNOWLEDGES AND AGREES THAT BF LLC IS ACTING SOLELY IN THE CAPACITY OF A SCRIVENER WITH RESPECT TO THE INFORMATION PURCHASER HAS PROVIDED FOR CREATION OF THE FINAL TRUST BOOK PURCHASED. PURCHASER ACKNOWLEDGES AND AGREES THAT BF LLC IS RELYING UPON THE SPELLING AND ACCURACY OF THE NAMES, ADDRESSES, CAPACITIES, DATES AND OTHER INFORMATION PROVIDED BY PURCHASER FOR INCLUSION IN THE FINAL TRUST BOOK. PURCHASER AGREES TO PROOFREAD THE FINAL TRUST BOOK FOR ACCURACY OF THE PURCHASER'S SUPPLIED INFORMATION SET FORTH IN THE FINAL TRUST BOOK AND ACCEPTS THE FINAL TRUST BOOK "AS IS" UNLESS PURCHASER PROMPTLY NOTIFIES BF LLC OF ANY ERRORS OR INACCURACIES FOR BF LLC TO CORRECT.**

**9. Remedies.** The remedies set forth herein are exclusive.

**10. Choice of Law.** This Terms of Service shall be interpreted and enforce in accordance with the law of the State of Texas. To the extent a conflict of law analysis becomes necessary, Texas law shall be applied.

**11. Jurisdiction and Venue.** Any suit or other legal proceeding brought with respect to any transaction or contemplated transaction from visiting <https://bensonfinancial.us> or purchasing or contemplating the purchase of a trust book from BF LLC shall only be brought exclusively in the State or Federal courts of Harris County, Texas.

**12. Binding on Successors.** This Terms of Service and Disclaimer shall be binding upon all visitors to the Site and all Purchasers, together with their successors and assigns.

**13. Entire Agreement.** The Terms of Service and Disclaimer contained on this Site are the sole terms applicable hereunder. No prior or contemporaneous representations, inducements, promises, or agreements, oral, written, or otherwise, between BF LLC and any visitor to this site or Purchaser or prospective purchaser of a trust book, shall be of any force or effect. I also represent that I am not under any contractual obligation to purchase from any other person or entity a trust that is the same as, or similar to, the trust I am Purchasing from BF LLC. And I further acknowledge and represent that BF LLC has not interfered with me purchasing any other persons or entity's trust products.

By proceeding with the purchase, Purchaser agrees to these Terms of Service.

Authorization of Purchase by: \_\_\_\_\_

Print Full Name of Purchaser: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Trust: \_\_\_\_\_

Purchaser's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

This agreement of purchase may be rescinded within three (3) days from the date of this transaction and a full reimbursement will be provided. Notice must be given in writing and postmarked within three (3) business days of purchase.

NOTICE TO PURCHASER

Each trustee and/or their authorized agent or representative must comply at all times and in all material respects with the provisions of Trust by: (1) not engaging in any type of fraudulent activity in connection with the administration of the Trust, (2) not taking any action in contravention to the Trust, local law, state law, and/or federal law, (3) timely filing an accurate income tax return with the Internal Revenue Service (and where required the filing of an accurate income tax return with all local and state governments), and (4) not understating income or overstating a deduction on an income tax return.

You agree that you are responsible for consulting with your own tax advisor as to the tax consequences associated with the income and principal distributions made from this trust. The tax rules governing Non-Grantor, Irrevocable, Complex, Discretionary, Spendthrift Trusts are complex, change frequently, and depend on each individual taxpayer's situation. By accepting this trust, you acknowledge that any tax liability or other tax consequences to you resulting from the establishment of this trust will be the responsibility of and be borne by you.

Initial here: \_\_\_\_\_