

## LEGAL PLAN AGREEMENT

This LEGAL PLAN AGREEMENT ("Agreement") is a contract made by and between Legacy Planners, LLC (DBA Christian Trustmaker) (hereinafter referred to as "Christian Trustmaker"), and you (the "Member").

### RECITALS

Christian Trustmaker is engaged in the business of coordinating self-help legal services with consumers and has its principal place of business at 9870 Research Drive, Suite 209, Irvine, California 92618.

Christian Trustmaker has contracted with certain members of the state bar of California, Arizona, and other states that it operates in to offer certain legal plans to the customers of Christian Trustmaker.

You have desired to enter into a legal plan that Christian Trustmaker offers pursuant to the provisions of this Agreement.

**NOTE THAT THE LEGAL PLAN IS NOT A SUBSTITUTE FOR ACCOUNTING, BUSINESS, TAX, INVESTMENT, INSURANCE, OR OTHER PROFESSIONAL ADVICE OR SERVICES AND BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE BEEN TOLD THIS AND AGREE WITH THIS STATEMENT.**

**NOTE THAT CHRISTIAN TRUSTMAKER DOES NOT PRACTICE LAW IN ANY JURISDICTION. THE ATTORNEYS WHO PARTICIPATE IN THIS LEGAL PLAN ARE ALL LICENSED TO PRACTICE LAW IN THE JURISDICTION IN WHICH THE MEMBER LIVES.**

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties set forth in this Agreement, the parties hereby agree as follows:

### ARTICLE I

#### CHRISTIAN TRUSTMAKER OBLIGATIONS AND

#### TERMS OF LEGAL PLAN

- 1.1. Effective Date of Legal Plan. This Agreement is effective as of the date you accept these terms by purchasing a twelve (12) month legal plan through Christian Trustmaker. If you purchase a legal plan through Christian Trustmaker, you agree to and accept all of the terms and conditions contained in this Agreement and all information provided on the Christian Trustmaker Website including the Terms of Use Agreement and Disclaimer contained on the Christian Trustmaker website.

- 1.2. Plan Membership. We reserve the right to accept or refuse membership in our discretion. You may not transfer or assign your Legal Plan to anyone else without the express written permission of Christian Trustmaker. You are covered by your plan Membership for the period of the Legal Plan as set forth in this Agreement as to the benefits outlined below. The benefits of this Legal Plan are limited to you, your spouse (if any), and your minor children (if any).
- 1.3. Plan Benefits. The legal plan offers the following benefits to you once the legal plan becomes effective as set forth above.
- (a) Interactions with a licensed attorney in the jurisdiction in which you live as set forth in this section.
  - (b) Initial licensed attorney review of any documents purchased through Christian Trustmaker in order to confirm the legal effectiveness of those documents.
  - (c) Unlimited updates to your estate planning documents through the Christian Trustmaker website by way of updating your documents at your specific direction.
  - (d) One (1) monthly thirty (30) minute phone conversation with a licensed attorney in the jurisdiction in which you live that deals with estate planning matters.
  - (e) One (1) simple letter, limited to two (2) pages or less, for you on a quarterly basis to a third party
  - (f) One (1) twelve (12) month “legal checkup” of your documents to determine if any changes are necessary by way of the Christian Trustmaker website.
  - (g) Twenty-five percent (25%) discount on more complex estate planning legal services from provider law firms who are contracted with Christian Trustmaker to provide those services (for example, if an attorney’s normal hourly rate is \$400 per hour, through the legal plan they would invoice you \$300 per hour due to the referral through this legal plan). These services are above and beyond the phone call and letter discussed above.
  - (h) All attorneys shall hold a valid law license in the jurisdiction in which you live and shall also meet the following criteria.
    - a. Five (5) years + of experience as a practicing attorney.
    - b. Three (3) years + of experience in the area of estate planning.
    - c. Member of Christian Legal Society, Kingdom Advisors, or other group that reflect the same ethical guidelines of Christian Trustmaker.
    - d. No disciplinary action by the state bar association.
    - e. Possess professional liability insurance.

- 1.4. Exclusions from Legal Plan. The following items are expressly excluded from the legal plan offered by Christian Trustmaker.
- (a) Any action that directly or indirectly involves Christian Trustmaker, or any of its affiliates, directors, agents, employees, or officers.
  - (b) Any action that directly or indirectly involves any participating law firm in the Christian Trustmaker legal plan.
  - (c) If any employer is sponsoring the legal plan for employees, any action by you against any such employer.
  - (d) Any matter involving the laws of jurisdictions outside of the jurisdiction in which you live.
  - (e) Any matter involving an appeal to an appellate court.
  - (f) Any matter that, in the law firm's opinion, is frivolous in nature or lacks sufficient merit to warrant pursuit.
  - (g) Deed transfer(s) are provided at a flat rate and quoted by each participating attorney and are excluded from the 25% legal services discount.
- 1.5. Legal Plan is Not Insurance. The legal plan offered through Christian Trustmaker is not a contract of insurance or indemnification insurance plan. Christian Trustmaker is not an insurance company and does not guaranty legal representation in every situation. The legal plan provides you with access to free and discounted legal services from member firms. Christian Trustmaker does not reimburse or indemnify you or pay any law firm for attorney fees or expenses. You may contact customer services at Christian Trustmaker for a list of participating law firms in the Christian Trustmaker legal plan.
- 1.6. General Provisions. You acknowledge and agree to the following:
- (a) Christian Trustmaker may establish general practices and limits concerning the use of its legal plans, including without limitation the maximum number of complimentary attorney consultations you may receive in a given period of time related to one or all subjects.
  - (b) You acknowledge that Christian Trustmaker reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.
  - (c) You are responsible for all expenses incurred or other actions that may occur through your use of the Christian Trustmaker legal plan. You must immediately alert us of any fraudulent, unauthorized, illegal, or suspicious use of the Christian Trustmaker legal plan.
- 1.7. Authority to Enter into Legal Plan. If you are entering into this legal plan on behalf of a company or other legal entity, you represent that you have the authority to enter into this Agreement and bind the company or legal entity.
- 1.8. Payment of Legal Plan Fees. You will be charged in accordance with the billing terms in effect at the time of your initial purchase, unless you are

notified of a fee change in accordance with the other provisions of this Agreement. For any legal plan you purchase, you agree that for each renewal year of such legal plan, the amount due for the next year will be due and immediately payable in full as of the first day of the renewed year. For the legal plan, your charge remains for each year no matter if you use the services of the legal plan or not during the year. **EVEN IF YOU DO NOT USE THE LEGAL PLAN BENEFITS OR SPEAK WITH AN ATTORNEY WHILE YOU ARE SUBSCRIBED TO THE LEGAL PLAN, YOU WILL BE RESPONSIBLE FOR ANY SUBSCRIPTION FEES UNTIL YOU CANCEL YOUR SUBSCRIPTION OR IT IS OTHERWISE TERMINATED.**

- 1.9. Billing of Legal Plan Fees. Valid credit card information is due at the time of purchase. **YOUR LEGAL PLAN SUBSCRIPTION SHALL RENEW AUTOMATICALLY AT THE END OF EACH TWELVE-MONTH PERIOD UNLESS YOU GIVE NOTICE PRIOR TO THE RENEWAL DATE TO CHRISTIAN TRUSTMAKER ABOUT YOUR INTENT TO CANCEL THE LEGAL PLAN.** If you do not give any such instruction, then your credit card will be charged for the renewal of your legal plan on the first day of the renewal year. You agree to pay Christian Trustmaker the fees associated with your legal plan. Christian Trustmaker will send a reminder email to your email address of record approximately one (1) week before your renewal date. You agree that this email is a courtesy only, and Christian Trustmaker is not obligated or required to give any such notice under this Agreement.
- 1.10. Attorney Fees. Attorney fees for non-complimentary attorney services shall be paid directly to the law firms that have contracted with Christian Trustmaker to be a part of this legal plan.
- 1.11. Adjustment of Legal Plan Fees. Christian Trustmaker may increase its fees for any legal plan subscription effective the first day of the renewal year by giving you notice of the increase in fees at least thirty (30) days prior to the renewal date. You shall be deemed to have accepted the new fee for that renewal year and any subsequent renewal terms.
- 1.12. Termination or Cancellation of Legal Plan. If payment is not made on the first day of the renewal year, you will have thirty (30) days from your renewal date to correct your credit card information with Christian Trustmaker. If at the expiration of this period you have not made any payment then your non-payment will result in suspension of your services and subsequent termination of your subscription.
- 1.13. Dispute Resolution. You agree to handle all disputes and claims with Christian Trustmaker pursuant to the terms of the Terms of Use Agreement and Disclaimer as set forth on the Christian Trustmaker website.

- 1.14. Attorney Judgment. Attorneys and law firms who work with you are not agents or employees of Christian Trustmaker. Any attorney rendering legal services to you under this legal plan shall maintain the attorney-client relationship with you and are solely responsible to you for all legal services provided. It is within the sole discretion of the attorney or law firm to determine whether claims or defenses pertaining to any matter under this Agreement present a frivolous or otherwise unmeritorious claim or defense. Participating attorneys and law firms reserve the right to make independent professional judgments regarding such presentations. Christian Trustmaker will in no way influence or attempt to affect the rendering of professional services of the participating attorneys.
- 1.15. Circular 230 Disclosure. Christian Trustmaker informs you that any U.S. federal tax advice contained in any communication from Christian Trustmaker is and was not intended or written to be used, and cannot be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing, or recommending to another party any matters addressed therein.

Updated on August 14, 2015