

ShaLaw Interactive LLC
3250A W 86th St NUM 1019
Indianapolis, IN 46268
Email: ShaLawInteractive@gmail.com

Trustee To Client Agreement

THIS TRUSTEE AGREEMENT ("Agreement") is entered into this date of _____ by and between ShaLaw Interactive LLC, Indianapolis, IN 46268, ("Trustee") and Name of Client: _____
Address: _____
City, State, Zip Code: _____
("Client").

Hereinafter, "Client" will refer to and be used to describe the above named Client. "Trustee" will refer to and be used to describe the following party: ShaLaw Interactive LLC. Trustee and Client may be referred to individually as "Party" and collectively as the "Parties."

Article 1 - RECITALS

A. Trustee is a registered and licensed LLC in the business of providing fiduciary, business administrative and financial services to Clients ("Services"). A copy of which is incorporated herein by this reference.

B. Client, to satisfy some of its trustee and fiduciary needs and on a nonexclusive basis, desires to utilize the services of Trustee to arrange for the fiduciary, business administrative and financial obligations to be performed in the best interest of the Client's directives and expectations.

NOW, THEREFORE, intending to be legally bound, Trustee and Client agree as follows:

Article 2 - TRUSTEE'S DUTIES AND RESPONSIBILITIES

Subject to the terms and conditions of this Agreement, Client agrees to engage Trustee's services to be their fiduciary acting in the best interests of the Client and the Trustee.

Trustee will use justifiable, reasonable and sound judgment when using document passwords, requesting and storing Client personal identification, maintaining communications, and accepting and executing any and all transactions on behalf of the contracted Client.

Trustee will use form 1099-A, Acquisition Or Abandonment Of Secured Property, to attain Client's secured funds from the lender as Client is borrower and beneficiary to acquire the funds.

Trustee will enter the appropriate information on the document and perform the actual filing of the 1099-A and any pertinent forms that must accompany the submission for the acquisition of funds on behalf of the Client.

Trustee is hereby granted Power Of Attorney for the Client under strict consent to allow Trustee to sign the 1099-A using the Client's beneficiary signature in wet ink for the sole purpose of monetizing the form. The Trustee will offer reasonable, justifiable and sound guidance on completing the instrument based on presented evidence by Client for the need.

Trustee will defend the Client against legitimacy challenges or opportunities that may arise.

Trustee will handle any and all transactions, both property and financial, with the utmost care and attention to detail while still maintaining the assertion and obligation that such actions are executed in the best interest of the Client.

Trustee will complete the acquisition of funds as requested by the Client according to the submitted instruments, directives, and expectations of the Client in a reasonable amount of time as agreed to by both parties under the rules, regulations, guidelines, and time lines laid out by all parties involved.

Trustee will maintain accurate records of any transactions performed on behalf of the Client and the Trustee and will maintain Client confidential and contractual documentation and information submitted to the Trustee in a secure environment.

Trustee reserves the right to accept, reject or deny the requests of the Client if in using justifiable, reasonable, and sound judgment it is found that such actions based on this judgment will not be in the best interests of the Client or the Trustee or may cause unintended harm, adversity, or diminished credibility to any and all parties involved.

Trustee will proceed with caution while investing or disbursing funds to any party directed by Client and will keep Client informed of the investment or disbursement results that occurred on behalf of the Client.

Trustee is not responsible for submitting personal taxes on behalf of the Client. Client will file taxes on their own behalf and will consider any refund up to five (5)% of each funded transaction to the Trustee not to be reportable on their personal tax filings. Trustee is not a tax accountant or attorney and therefore suggests consulting with a professional tax preparer or attorney for complete procedures on reporting any income from Trustee or any source on taxation documentation.

Trustee is not responsible and will be held harmless from Client or involved parties if improper documents or agreements are filed or financial transactions are executed by the Client or other parties related to the Client that prove a detriment to the continued prosperity of the Client that were instituted outside of the Trustee's domain.

Article 3 - CLIENT'S DUTIES AND RESPONSIBILITIES

Client agrees to use justifiable, reasonable and sound judgment concerning the amount of funds being requested from the lender for Client's needs and expectations.

Client must provide state issued photo identification and federally issued identification to contractually obligate Trustee to act on the best interests of the Client as Trustee has a fiduciary duty to Client.

Client under strict consent grants the Trustee Power Of Attorney to sign the 1099-A using the Client's beneficiary signature in wet ink for the sole purpose of monetizing the form.

Client will provide any and all supporting documentation to aid Trustee in performing their fiduciary duties to the best of the Trustee's abilities not limited to document passwords, account numbers, establishment or entity names, and amounts to be disbursed to such establishments or entities that will be in the Client's best interests.

Client will allow and hold harmless the Trustee if making and maintaining justifiable, reasonable and sound judgment as a fiduciary acting on behalf of the Client's best interests concerning the decision not to accept or disburse funds in certain amounts that are deemed unjustifiable, unreasonable or unsound.

Article 4 - PAYMENT TERMS AND FEES

The Trustee is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in this Agreement and the Trustee's obligations as Trustee under the Agreement are conditioned upon the due payment of such fees and indemnifications.

The Trustee is entitled to a fee of ten (10)% of each stated and funded transaction provided to Trustee by Client in the form of a financial deposit for purposes of performing fiduciary, financial duties, and disbursements in the best interest and on behalf of the Client.

The Trustee acting as a fiduciary for the Client will make justifiable, reasonable, and sound decisions concerning the funds provided to it by Client. Trust fraud will be avoided by only allowing a disbursement directly to the Client of less than five (5)% of the total deposited funds per transaction.

Trustee and Client agree to use justifiable, reasonable and sound judgment concerning the acquisition of financial funds from a lender and disbursement of deposited funds in Trustee's account on behalf of the Client's needs and directives.

Client is considered the beneficiary of the funds deposited to the Trustee account on their behalf and those funds will be disbursed in predetermined amounts to the Client's designated parties by the Trustee only. Trustee reserves the right to withhold disbursement of funds to any and all parties if the best interests of the Client are not being served by such actions.

Article 5 - CONFIDENTIALITY

Trustee hereby acknowledges and agrees that Client possesses certain non-public Confidential Information as hereinafter defined regarding their personal, business operations, and development. The Parties agree that the Confidential Information is secret and valuable to Client. Client desires to maintain the secret and private nature of any Confidential Information provided to Trustee.

A) Confidential Information refers to any information which is confidential and personally or commercially valuable to Client. The Confidential Information may be in the form of personal information, documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and or secrets and may pertain to, but is not limited to, the fields or research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and or finance or any other information which is confidential and personally or commercially valuable to Client. Confidential Information may or may not be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

- I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of Trustee
- II) is already known, through legal means, to Trustee
- III) is given by Client to third parties, other than Trustee, without any restrictions
- IV) is given to Trustee by any third party who legally had the Confidential Information and the right to disclose it or
- V) is developed independently by Trustee and Trustee can show such independent development.

Trustee hereby agrees that it shall:

- I) Not disclose the Confidential Information via any unauthorized means to any third parties;
- II) Not use the Confidential Information for any purpose except those contemplated herein or expressly authorized by Client.

Article 6 - RELATIONSHIP OF THE PARTIES

Trustee is not authorized as an agent, employee, or legal representative of Client, except for the limited agency purpose of providing fiduciary and financial services to meet Client's needs. Client shall not have power to control the activities and operations of the Trustee and Trustee's status at all times will continue to be that of an independent contractor to Client. The Parties agree to cooperate fully and to provide assistance to the other Party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve either Party.

Article 7 - INDEMNITY

Each Party agrees to indemnify and hold the other, and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the trustee services rendered under this Agreement arising out of the fault of indemnifying Party. This clause shall not be read to provide indemnification for other Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of that Party caused the damage, liability, or loss.

Article 8 - TERMINATION

This Agreement will remain in effect for one (1) year with automatic rollover provision until terminated by either Party, upon notice in writing:

- I) if the fiduciary duties or financial services have not been executed after a period of time and the relationship is deemed disadvantageous to either Party.
- II) if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
- III) if the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform; or
- IV) if either Party indicates their desire to terminate in writing with thirty (30) days' written notice.

Article 9 - NON-DISCRIMINATION

Client and Trustee shall not discriminate against any person or entity with regard to race, national origin, religion, creed, age, sex, sexual preference, marital status, ancestry, pregnancy or parental status, disability, or veteran status.

Article 10 - GENERAL PROVISIONS

- A) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Indiana and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Indiana. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- B) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.
- C) **ASSIGNMENT:** Neither PARTY may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other PARTY. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.
- D) **NONWAIVER:** Failure of either PARTY to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.
- E) **SEVERABILITY/SURVIVABILITY:** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the PARTIES agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.
- F) **ENTIRE AGREEMENT:** This Agreement, including all Exhibits, Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. The PARTIES further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.
- G) **HEADINGS:** Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.
- H) **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the Agreement, which may be the later date.
- I) **FORCE MAJEURE:** Neither PARTY shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the Client or Trustee provided that the PARTY so prevented uses its best efforts to perform under this Agreement and provided further, that such PARTY provide reasonable notice to the other PARTY of such inability to perform.

J) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED:

i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement or other address as that Party may from time to time notify to the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working class days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully authorized representatives as of the dates last written.

Agree to Contract Acknowledgement

You have previously reviewed and agreed to the Terms and Conditions. You have reviewed and agreed with the terms of the Contract. By checking the "I Accept And Sign" box and typing your name on the Signature line below, you are signing this Contract electronically. You agree that your typed signature is the legal equivalent of your physical signature on this Contract. By checking the "I Accept And Sign" box and typing your name on the Signature line you consent that you are authorized to act on behalf of the counterparty to the Contract and you consent, on behalf of the counterparty, to be legally bound by the Contract and all its terms and conditions.

Trustee:

ShaLaw Interactive LLC

I Accept And Sign

Signature: Shanetta-Lynn:Herbert

Printed Name: Shanetta Lynn Herbert

Title: CEO

Mailing Address:

3250A W 86th St NUM 1019

Indianapolis, IN 46268

Upload completed and signed form to: https://shalawstaffing.co/shalaw_interactive_docs/

Client:

Full Name of Client (First, Middle, Last): _____

I Accept And Sign

Signature: _____

Date: _____