



# Order Form

## Beneficial Trust

Rep Code: JB1000

I/We herein purchase from Asset Protection Services of America Trust the right to a single use of a Copyrighted Benson Financial Spendthrift Trust for the below entitled person(s). A copy of your payment confirmation must be forwarded before your Trust Book will be produced. The Spendthrift Trust Copyright Format shall contain the following terms and conditions.

1. The Copyrighted Benson Financial Business Trust shall be managed by "Trustees" who shall manage and control the Benson Financial Business Trust.
2. The Copyrighted Benson Financial Business Trust shall have "Beneficiaries" to be named herein.
3. The Copyrighted Benson Financial Business 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 Business 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 Business Trust shall have a "Settlor" who will create the Trust named herein.
6. The Copyrighted Benson Financial Business Trust Copyright shall have a "Spendthrift" provision.

The Copyrighted Trust purchased shall be shipped via USPS Priority Mail with Signature Required for delivery to the person who ordered the Copyright only upon your payment of the purchase price, in the amount indicated on the APSA invoice, clearing and funding occurs.

### Irrevocable Spendthrift Trust

*List your top two name choices in order of preference*

Preferred Trust Name: \_\_\_\_\_

Alternate Trust Name: \_\_\_\_\_

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

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

County: \_\_\_\_\_ Zip Code: \_\_\_\_\_



**Settlor**

*(You are **not** the Settlor. APSA shall complete this Settlor section for you.)*

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

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

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

County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Trustee**

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

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

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

County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Co-Trustee**

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

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

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

County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Compliance Overseer**

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

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

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

County: \_\_\_\_\_ Zip Code: \_\_\_\_\_



**Co-Compliance Overseer**

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

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

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

County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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.

**Beneficiaries**

Full Legal Name: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

**Benson Financial Trust**

**Purchaser's Declaration and Statement of Fact**

- 1.0 You, the purchaser of the Benson Financial Trust trust book(s), declare that You have purchased the trust book(s) for Your own personal private reasons, which have not been disclosed to Benson Financial Trust (including but not limited to its employees, agents, distributors, associates, shareholders, members, officers, directors, and trustees, or any of its affiliated entities) (hereinafter "BFT"). You further acknowledge that there are certain risks inherent in the operation and use of the trust book(s). You, the purchaser, warrant and represent that You alone (or with the assistance of independent counsel / accountant or advisor of my choosing), to the complete exclusion of BFT, have unilaterally determined how to structure (designate settlor, trustee(s), compliance overseer(s) beneficiary, etc.) and endow the trust. You, the purchaser, assume all risks with respect to how You structure (designate settlor, trustee(s), compliance overseer(s) beneficiary, etc.), endow, utilize and operate the trust(s) that You have purchased. As additional consideration for the purchase and sale of the trust book(s), You hereby indemnify and hold harmless BFT 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 BFT within three (3) business days from the date of this transaction.

### **Terms of Service and Legal Disclaimer**

1.1 The website [www.AssetProtectionServices.com](http://www.AssetProtectionServices.com) (hereinafter 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 Trust (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 “BFT”) 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 Trust (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 “BFT”), 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.

1.1.1 The Site and BFT (hereinafter, collectively as “APSA”) 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 You (and/or any trustees, beneficiaries, grantors, settlors, or trust protectors; hereinafter collectively referred to as “You”) of any trust created by, through or under the use of a trust book purchased from BFT.

1.1.2 BFT makes available for purchase a copyrighted book with a right to a single use of a Copyrighted Benson Financial Spendthrift Trust as selected by You (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 BFT is for the purchase of the Product only. BFT 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.

1.1.3 APSA strongly suggests that You 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 BFT.

### **Limitation on Use**

1.2 The purchase of a Product hereunder grants You 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. Your right to use the



Product shall automatically terminate without notice in the event You breache any of the terms of use hereunder.

**No Warranty**

1.3 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, APSA 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. APSA 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 YOUR OWN DISCRETION AND RISK.

1.4 **Limitation of Liability and Indemnification**

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD APSA 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, APSA’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 APSA BE LIABLE OR SUBJECT TO AN AWARD FOR CONSEQUENTIAL OR PUNITIVE DAMAGES, TO THE EXTENT ALLOWED BY LAW.

1.5 **Force Majeure**

APSA shall not be considered in breach of or default under these Terms of Service or any contract with You, and shall not be liable to You 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, APSA may immediately terminate these Terms of Service and shall have no liability to you for or as a result of any such termination.

### **Right to Refuse**

- 1.6 You acknowledges that APSA reserves the right to refuse service to anyone.

### **Three Business Days**

- 1.7 If, prior to or during the purchase of Product, You believe that APSA has provided You with any legal or accounting advice, opinion or recommendation about Your 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, You agree not to proceed with this purchase or otherwise rescind / cancel this purchase within three business day. If You proceed with the purchase of a Product thereafter, You agree it is doing so without regard to any such legal or accounting advice, opinion or recommendation about Your 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 You.

### **Capacity of a Scrivener**

- 1.8 YOU ACKNOWLEDGE AND AGREES THAT APSA IS ACTING SOLELY IN THE CAPACITY OF A SCRIVENER WITH RESPECT TO THE INFORMATION YOU HAVE PROVIDED FOR CREATION OF THE FINAL TRUST BOOK PURCHASED. YOU ACKNOWLEDGE AND AGREE THAT APSA IS RELYING UPON THE SPELLING AND ACCURACY OF THE NAMES, ADDRESSES, CAPACITIES, DATES AND OTHER INFORMATION PROVIDED BY YOU FOR INCLUSION IN THE FINAL TRUST BOOK. YOU AGREE TO PROOF READ THE FINAL TRUST BOOK FOR ACCURACY OF THE YOUR SUPPLIED INFORMATION SET FORTH IN THE FINAL TRUST BOOK AND ACCEPTS THE FINAL TRUST BOOK "AS IS" UNLESS YOU PROMPTLY NOTIFY APSA OF ANY ERRORS OR INACCURACIES FOR APSA TO CORRECT.

### **1.9 Remedies**

The remedies set forth herein are exclusive.

### **1.10 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.

### **Jurisdiction and Venue**

- 1.11 Any suit or other legal proceeding brought with respect to any transaction or contemplated transaction from visiting the Site or purchasing or contemplating the purchase of a trust book from BFT shall only be brought exclusively in the State or Federal courts of Harris County, Texas.

### **Binding on Successors**



1.12 This Terms of Service and Disclaimer shall be binding upon all visitors to the Site and You, together with Your successors and assigns.

**Entire Agreement**

1.13 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 APSA 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 APSA. And I further acknowledge and represent that APSA 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:**

Full Legal Name: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

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

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

County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address is "Same as Above"

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

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

County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mobile: + \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Country Code Area Code

Mobile: + \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Country Code Area Code

E-Mail: \_\_\_\_\_

E-Mail: \_\_\_\_\_



# Order Form

## Beneficial Trust

### Client Declaration and Signature

I confirm that all information given in this Order Form is true, correct and complete to the best of my knowledge and belief. By signing below I confirm to have read, understand and agree to be bound by the entirety of this Order Form and the APSA "Terms and Conditions" as found on [AssetProtectionServices.com](http://AssetProtectionServices.com). I understand services shall not be initiated until such time as all supporting documents and full payment have been received and accepted by Asset Protection Services of America Trust.

\_\_\_\_ / \_\_\_\_ / 20\_\_\_\_  
Day                      Month                      Year

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Client Signature

### Notice

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 1041 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.

\*\*\* Please Add 10 Extra-Pages of **Blank** Blue Parchment Paper,  
as Authorized by Robert Rosenberg and Richard Ronald.

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

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