

ESTATE SETTLEMENT SERVICES, INC. CONTRACT TERMS AND CONDITIONS

Estate Settlement Services, Inc.

This Contract is for administrative, organizational and liaison services with respect to the Client's estate, pre- and post-death, provided by Estate Settlement Services, Inc. ("ESS" or "us", "we" or "our") for the Client identified on the first page of this Contract ("you" or "your").

Privacy Notice

1. We agree to hold your information confidential. We do not sell our client lists or other information to outside marketing firms. We will continue to protect your privacy rights should you ever close your account(s), or become an inactive customer. If you have a representative who is a Financial Advisor or Insurance Agent, we will send copies of your annual report to them unless instructed otherwise. We may share your information with our affiliate companies only with your permission.
2. This Contract shall be binding upon and inure to the benefit of you and us and our respective legal representatives, heirs, administrators, executors, successors and assigns.
3. The article and section headings contained in this Contract are solely for the purpose of reference, are not part of the agreement between you and us and shall not in any way affect the meaning or interpretation of this Contract.
4. We shall be excused from performance of our obligation under this Contract when we are prevented from so performing by revolutions or other disorders, terrorism, wars, acts of enemies, fires, floods, acts of God or without limiting the foregoing, by any cause not within our control and, which by the exercise of reasonable diligence, we are unable to prevent.
5. This Contract shall not be interpreted against us by virtue of our participation in the drafting of the Contract or any of its provisions. This Contract shall be interpreted fairly and consistently with a view to an equitable result in accordance with the intentions of you and us.
6. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Georgia.
7. If any term or other provision of this Contract is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Contract shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, you and we shall negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Terms of Payment

8. You agree to pay all charges identified on the first page for the services to be provided to you, and any additional charges in accordance with this Contract. We have no obligation to advance any expense. If you fail to pay any amount when due, an additional late charge of 10% of the amount due will be charged to your account if any past-due amount remains outstanding for 30 days.
9. We may take legal action to collect any balance due. You agree to pay any costs we incur in collecting the balance due, including but not limited to court costs, reasonable attorney fees and fees of collection agents.
10. You authorize us to directly debit your checking account or credit card for all fees and amounts owed to us by you. You agree to provide to us a cancelled check for that purpose in addition to any other documentation reasonably requested in order to facilitate direct deposit payment of our fees. If you make payment to us with a check that your bank does not honor, you agree to pay a charge equal to the greater of \$30 per dishonored check or 5% of the check amount to cover our costs in handling the check.

Limitation of Liabilities

11. We shall not be liable for, and you or your estate shall not institute any legal action or arbitration to collect, any consequential, special, exemplary or punitive damages arising out of or in connection with this Contract. If you institute such action, you agree to compensate us for all legal costs of defense of that action.

In the event of any act or omission for which we may be held legally responsible, we will not be liable for any damages in excess of your actual payments to us. The foregoing limitation applies regardless of whether such damages are sought based on breach of contract, warranty, negligence, strict liability or other legal theory. We make no guaranties, representations or warranties other than those expressly state in this Contract. We do not guarantee that we will obtain all information necessary or required to administer or facilitate the administration of your estate and will not be responsible for any losses of damages suffered by you, your heirs, estate, trust beneficiaries or others resulting from any failure by us to identify documents, or information including, without limitation to insurance policies, deeds, securities, annuities, collectibles, safe deposit boxes or other assets or information leading to assets. We are not providing to you any Estate Planning, Financial Planning, Insurance or Investment Advice.

Client Warranties and Guarantee

12. You warrant that your name, address, telephone number and payment information on the first page of this Contract are correct. You warrant that you are (a) authorized to enter into this Contract and (b) the owner of, or authorized by the owner and entitled to use, the information you provide to us.
13. **We are not attorneys or accountants although we will assist you in providing information to your attorneys and accountants. We do not guarantee you any result with respect to the probate, administration, or outcome of any court action or proceeding relating to your or your estate. You should consult attorneys with respect to the drafting of your will and the creation, implementation, and administration of an estate plan. You have the right to terminate this agreement without penalty at any time within 5 business days after the effective date of this agreement. To effect termination, you must notify us in writing. Once this time period has expired, the on-going service may be terminated by you or us at any time. There will be no refund of any fees already paid by you to us in the event you or we terminate this Contract. Our responsibility is limited to: 1) Assisting you and your attorneys and accountants in gathering and organizing information concerning your estate; 2) Assisting you in maintaining and updating the information you provide to us by providing to you periodic reviews no less than annually; and 3) In the event the Contract is not terminated by you or us prior to your death, then upon your death, to assist your executor(trix), heirs, attorneys, accountants, real estate brokers and other agents and family members by providing to them information per your instructions to us.**
14. Prices are subject to adjustment by us at any time which adjustment will be communicated to you in writing. In the event you do not desire to pay future fees, you may terminate this Contract without obligation other than for amounts already owed to us by you. If this Contract is terminated, we will return information that you provided to us within a reasonable time.
15. This Contract, which includes any addenda or forms expressly incorporating this Contract, contains the entire agreement between us for all work we have in the past performed, or will perform, for you, superseding any previous contracts, verbal understandings or discussions. This Contract shall supersede any trade custom or prior course of business.