

INDEPENDENT SERVICE PROVIDER AGREEMENT

THIS INDEPENDENT SERVICE PROVIDER AGREEMENT ("Agreement") is made as of this ___ day of _____, 200_, by and between TRUST NAVIGATOR, an Ohio corporation ("TNI") and _____, an Ohio corporation, as an independent service provider ("Provider").

WITNESSETH:

WHEREAS, TNI desires to engage Provider as an independent service provider, and Provider desires to be engaged by TNI on such basis to provide certain services as set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. ENGAGEMENT

A. TNI shall be responsible for initiating the introduction and relationship between the Client and the Provider. TNI will monitor the relationship and at appropriate intervals, be responsible, upon notification and verification by provider, for billing the client for those services rendered by Provider. TNI will collect all funds from client and disperse said funds within (30) days of collection to all appropriate parties per this agreement. In the event that Provider is introduced to any new client as a direct or indirect result of the initial introduction by TNI, said new client shall be deemed a "indirect referral" and shall be subject to the same terms and obligations under this agreement.

B. TNI hereby engages Provider and Provider hereby agrees to be engaged to provide (DEFINE SERVICES TO BE PERFORMED) services to TNI and/or its clients and such other duties as requested by TNI (the "Service"), on an as needed basis. The Service may be conducted in such location as deemed appropriate to Provider, provided, however, that any records obtained or retained by Provider in connection with the Service shall be at all times subject to review by TNI.

C. Provider agrees to devote such time as necessary to perform the Service.

D. Provider agrees that it shall use its best efforts competently to perform the Service. Provider, its employees, agents, and representatives at all times shall act with professional demeanor and in a professional manner and warrant and represent that it will do nothing which will damage TNI or the good will associated with TNI.

E. Provider shall prepare, complete and deliver to TNI such reports, and documents as may from time to time be required by TNI and by law.

F. Provider shall obtain, at its expense, and maintain during the term of this Agreement appropriate professional liability insurance insuring Provider in connection with the services provided hereunder. At the request of TNI, Provider shall deliver appropriate verification of said liability insurance.

G. Provider shall have discretion in all matters bearing on the services to be provided by it hereunder, including discretion to select appropriate methods to employ and materials to utilize, and nothing contained herein shall be deemed to provide TNI with any control over the way Provider shall provide the services hereunder. Provider shall provide all services hereunder in accordance with all applicable laws, ordinances and regulations.

TNI shall maintain the right to monitor those services being provided to client in a manner deemed appropriate by TNI.

II. TERM AND TERMINATION

This Agreement shall commence on the date of this Agreement and shall continue until terminated by either party by furnishing the other with written notification of such termination..

In the event that Provider fails to provide quality services in a timely manner, TNI shall notify provider of such deficiencies in writing and provide 30 days to correct. If not remedied to TNI's satisfaction, TNI shall have the right to terminate this agreement.

III. COMPENSATION

A. (DEFINE COMPENSATION SCHEDULE)

B. Provider acknowledges that it is an independent service provider and not an employee of TNI. The parties agree that TNI shall not be responsible for employee withholding tax, FICA, FUTA, workers' compensation taxes or contributions or unemployment contributions for any employees of Provider.

C. Provider shall supply TNI with a detailed and comprehensive invoice detailing those services provided to client. Upon receipt of said invoice, TNI shall send the invoice to the client for payment. TNI shall be responsible for collecting compensation from its client's for services performed by Provider.

IV. INDEMNIFICATION

Provider for itself, its employees, officers, directors, shareholders, successors agents, representatives and permitted assigns, agrees to indemnify and hold TNI, TNI's employees, officers, directors, shareholders, successors, representatives and assigns harmless from and against any and all losses, expenses, liabilities, penalties and/or damages including, but not limited to, attorneys' fees and court costs arising from acts or omissions of Provider, whether occurring prior to or during the term of this Agreement. This provision shall survive the termination of this Agreement.

V. NON-DISCLOSURE/NON-SOLICITATION

A. Nondisclosure: Provider shall not at any time, including the period of time after termination of this Agreement, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever, any trade secret as that term is defined in Ohio Revised Code Section 1333.51, any article representing a trade secret, or any information of any kind, nature or description, any knowledge or data concerning the business of TNI or any client of TNI including but not limited to, the personal financial information of any client, which Provider might acquire during or at any time after the term of this Agreement, including without limiting the generality of the forgoing, the names of its clients, the prices it obtains or has obtained, or at which it sells or has sold its services, any details of its arrangements with its suppliers and customers or any other information of, about or concerning the business of TNI, its manner of operation, its plans, processes, or other data of any kind, nature or description without regard to whether any or all of the foregoing matters would be deemed confidential, material or important, the parties hereto stipulating that as between them the same are important, material and confidential and gravely affect the effective and successful conduct of the business of TNI and its good will.

B. Nonsolicitation: Provider shall not call upon or cause to be called upon, contact, solicit, attempt to contact or solicit, assist in the solicitation of or in any manner correspond with, whether verbally or in writing, for the purpose of selling or otherwise supplying any product or service, any employee of TNI, any client or account of TNI which was a client, client referral (direct or indirect referral) or account of TNI at any time during Providers relationship with TNI and at anytime following the termination of Providers relationship with TNI.

C. Remedies: The Provider acknowledges that the services being rendered under this Agreement are of a special, unique and extraordinary character and that any breach or threatened breach of this Section V will cause irreparable injury to TNI and that money damages alone will not provide an adequate remedy. Accordingly, if the Provider commits a breach, or threatens to commit a breach, of any of the provisions of Section V, then TNI shall have the right and remedy:

(1) to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction; and

(2) to require the Provider to account for and pay over to TNI all compensation, profits, monies, accruals, increments or other benefits (collectively "Benefits") derived or received as the result of any transactions constituting a breach of any of the provisions of this Section V, and the Provider agrees to account for and pay over such Benefits to TNI; and

(3) to publicly disclose such breach of this Section V to all other service providers connected with, in any fashion, to TNI, its agents, subsidiaries and/or assigns, and forever ban Provider from participation in any service network affiliated with TNI and its service providers; and

(4) to disclose said breach to all appropriate business organizations, including but not limited to, the Better Business Bureau, trade associations, and government agencies.

VI. ARBITRATION

Except for any provisional remedy such as a temporary restraining order or preliminary injunction, or similar remedy, which may be sought in any court of competent jurisdiction, any controversy, dispute, claim or counterclaim, whether it involves a disagreement about this Agreement or its meaning, interpretation, or application; the performance of the Agreement; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute[s] in question; or any other question of arbitrability or form of disagreement or conflict among the parties to the Agreement, shall be submitted to final and binding arbitration at the request of either party, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

VII. MISCELLANEOUS

A. This Agreement may not be assigned by Provider without first obtaining the written consent of TNI. Any attempt to assign or the assignment of all or any part of this Agreement by Provider without obtaining written consent, shall be void.

B. The parties hereto agree and understand that TNI and Provider are separate entities and that there is no master/servant, principal/ agent, partnership, joint venture or employer/employee relationship between said parties and that Provider is and shall be deemed an independent service provider.

C. Should any part or portion of this Agreement be determined to be invalid, illegal or void, the remainder of this Agreement shall continue with full force and effect so as to give effect to the extent lawful the express intent hereof, as if the void, illegal or invalid permission had never been included.

D. This Agreement shall be construed under and governed by the laws of the State of Ohio.

E. This Agreement shall bind and inure only to the benefit of the parties hereto and their respective successors, heirs, representatives and permitted assigns. No other person shall acquire or have any right by virtue of this Agreement.

F. This Agreement shall not be modified in any manner except by written agreement executed by both parties.

G. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to the terms, and also as a complete and exclusive statement of the terms.

This Agreement supersedes all previous agreements, understandings, or other communications concerning the subject matter of this Agreement made between the parties hereto.

H. Any notice required under this Agreement shall be sent by certified, U.S. Mail, return receipt requested, or personally delivered to the following addresses set forth below unless a party is notified by the other of a change in address.

If to: TRUST NAVIGATOR
6140 Parkland Blvd. Suite 150
Mayfield Hts, Ohio 44124

If to Provider:

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the date set forth above.

TRUST NAVIGATOR

By: _____

"Provider"

By: _____

