

CASE **CONNECT**[®] PRO

EXCLUSIVE MEMBERSHIP AGREEMENT

CRIMINAL DEFENSE LAW



LAW LEADERS[®]

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CASE CONNECT PRO AGREEMENT

This Case Connect Pro Agreement (this “Agreement”) is entered into as of DATE (the “Effective Date”) between Law Leaders Management LLC., an Arizona Limited Liability Company (“we” or “us”), an affiliate of Law Leaders LLC an Arizona Alternative Business Structure (ABS) Law Firm and your law firm or lawyer(s) listed as “Member” in Part A of **Attachment A** (“you” or “member”) (each a “Party” and collectively the “Parties”).

1. DEFINITIONS. Capitalized terms used in this Agreement shall have the meanings given to them below:

“Law Leaders” (also referred to as the “Association”) refers to the association that is: (a) comprised of top-rated lawyers dedicated to offering superior legal services to the public on a local and national scale; (b) administered by Law Leaders Management LLC; and (c) identified to the public under the Marks.

“Business Data” means and includes all data and information pertaining to your membership in the Association or the performance of your obligations under this Agreement, including, without limitation, all Case Data, Operational Data and any other data entered into the System Marketing Platform.

“Case Data” means and includes all data after acquiring membership rights in the Association specified from time to time pertaining to cases generated by the system.

“Entity” means a professional corporation, professional limited liability company, partnership, or other form of association.

“Marks” means and includes all service marks, trademarks, trade names and logos that we designate from time to time to identify the Association, including, without limitation, “LAW LEADERS®”, “AMERICA’S SERIOUS INJURY LAWYERS®”, “BETTER LAWYERS | BETTER RESULTS®”.

“Members” means a qualified law firm, lawyer, or group of lawyers that acquires membership rights in the Association.

“Member Entity” means the Entity, if applicable, that: (a) signs this Agreement as the Member (i.e., “you”).

“Affiliated Entity” means Law Leaders LLC, an Arizona ABS Law Firm, an affiliate for purposes of sharing legal fees.

“Member Fee Adjustment” means an adjustment to the annual membership fee that may be imposed as provided in Section 4.1 representing the true value of the membership which amount may not exceed 100% of the membership fee as set out in Part C.1 of **Attachment A**. The adjustment shall take into account various performance standards which include by way of example, the member meeting or exceeding certain milestones established by us.

“Designated Membership Marketing Area” means the geographic area for which you alone, or along with a limited number of members share the Membership Area, are acquiring exclusive membership rights, as set forth in Part 4 of **Attachment A**.

“Member Practice Area” means and includes the particular area of law practiced by the members as set out in Part A of **Attachment A**.

“Successive Term” means a successive one-year term.

“Successor Agreement” means our then-current form of Membership Agreement you must sign in accordance with §3.2 in order to renew your membership rights.

“System” means our comprehensive and proprietary system for the management, marketing and operation of a business development program for various categories of law practices, the distinctive characteristics of which include: the Marks; the Association’s national toll-free telephone number (1-800 Law Leaders); the Law Leaders® website; unique advertising and promotional materials and programs; and the manner in which we may combine various marketing channels into a comprehensive system, including: search engine optimization, digital marketing, chat service techniques, social media, television and radio commercials, and billboards.

“System Marketing Platform” means, collectively, the computer hardware and software (including cloud-based software) and related equipment, software applications, mobile apps, artificial intelligence and other technology we designate or approve from time to time for utilization in connection with the System,

including, without limitation: (a) HubSpot, which is our designated lead and case intake management software customized for a law practice; (b) API (Application Programming Interface), which links our systems and database with your CRM Database and HubSpot; and (c) any new, updated, successor or substitute computer hardware, software, equipment, software applications, mobile apps or technology that we acquire from time to time in order to effectively implement our System.

“System Marketing Services” means and includes all advertising and marketing services that we conduct for purposes of implementing System marketing, including the design, production, editing, publication, distribution and/or placement of advertising, marketing and related materials and the development of strategies for implementation of same.

“Term” means the initial term of this Agreement that commences upon the Launch Date and expires on the first (1st) anniversary of the Launch Date which comprises the term of this Agreement. A new term is then entered into upon the expiration and subsequent auto-renewal of this Agreement.

2. **EXCLUSIVE MEMBERSHIP REFERRAL RIGHTS.** During the Term, (a) you alone or along with the limited number of members sharing the Membership Area in the number as set out in **Attachment A**, will have exclusive membership lead rights to the Membership Area; (b) you shall have the non-exclusive right to use the name “*Law Leaders*®”, 1-800 LAW LEADERS telephone number, LawLeaders.com URL; (c) shall be listed in the Association directory online; and (d) shall be the sole or shared beneficiary of all potential client referrals within your Member Practice Area set out in Part A of Attachment A originating from the Membership Area as set out in Part D of **Attachment A**.

3. **INITIAL TERM AND RENEWAL TERMS.**

3.1. **Generally.** The Initial Term of this Agreement (the “Term”) commences on the Effective Date and auto-renews to a new consecutive term on the first (1st) anniversary of the Launch Date, subject to the right to cancel this agreement by either party giving 30 days-notice. Contracts will automatically-renew for another (1) year upon expiration (with no further early cancellation rights). Each Successor Agreement for a one (1) year term shall be the then-current form of renewal Membership Agreement we use in renewing membership rights as of the expiration of the Initial Term or Renewal Term, as applicable, the terms of which may vary from the terms of this Agreement although any deviations from this Agreement will not alter your fundamental status or rights. At our discretion upon renewal, a contract amendment to this agreement may replace a renewal Membership Agreement if any terms are modified.

3.2. **Auto-Renewal Requirements.** To enter into a subsequent 12 month Automatic-Renewal Agreement, you and the Owners must:

- (i) not be in default under this Agreement at the time of auto-renewal;
- (ii) have timely satisfied all financial obligations during the preceding Initial Term or Renewal Term, as applicable;
- (iii) sign a Successor Agreement or a Contract Amendment and all ancillary documents that we may require Members to sign;
- (iv) take any additional action that we reasonably require.
- (v) If member elects NOT to renew for a consecutive (12) month term, they must notify us in writing of your desire NOT to automatically renew this agreement at least 30 days before the expiration of the Initial Term or Renewal Term.

4. **FEES.**

4.1. **Membership Fee for Initial Term.** The Membership Fee is payment for your exclusive Membership rights in the Law Leaders Association, a national branded network of affiliated law practices, for your Designated Membership Marketing Area as set out in Part C of **Attachment A**. The annual Membership Fee is paid in monthly installments with each installment due by the First (1st) day of the preceding month as set forth in Part C of **Attachment A**. The annual fee covers the period of time between the Effective Date and the first (1st) anniversary of your Launch Date. The Initial

Membership Fee is discounted up to 50% from the standard membership fee which reflects the true value of the membership. The membership fee imposed during the first (1st) year Renewal Term may be up to twice the amount of the discounted membership fee imposed during the Initial Term; *provided, however*, that we may elect, in our sole discretion, to waive all or a portion of the Membership Fee Adjustment for the first (1st) Renewal Term, in which case we may apply the Membership Fee Adjustment (or the portion of the Membership Fee Adjustment that we waived) as of the beginning of a subsequent Renewal Term. The higher membership fee shall remain in effect during subsequent Renewal Terms, subject to further adjustment in accordance with §4.5.

- 4.2. **Marketing Management Services Fee** You must pay us a marketing management services fee as set forth in Part C of **Attachment A** based upon gross fees generated from Law Leaders cases within ten (10) days after your collecting payment of fees minus any annual membership fees paid to date for the term of this agreement. The fee is paid in consideration of us advancing all costs associated with the System, System Marketing Platform and System Marketing Services while alleviating the substantial cash flow burden if you had to pay for these services out-of-pocket. The fee structure shall apply to all cases generated during the term of this agreement irrespective of whether the fees related thereto are generated after the termination of this agreement. As an incentive, for the Initial term we shall grant you a credit in the amount of your Membership Fee paid for the Initial Term to be used against the amount you would otherwise have to pay for the Marketing Management Services Fee. We shall indemnify you for our percentage of your gross fees arising out of discouragement of fees. All out of pocket case costs shall be advanced and paid for by you. We are affiliated with **Law Leaders LLC**, an Arizona Alternative Business Structure (ABS) law firm (AZ State Bar License # 70157). We reserve the right to increase the Marketing Management Services percentage fee for subsequent renewal terms as set out in Attachment A. You shall receive a 100% credit for your membership fees paid and accrued annually to date that will be deducted from your marketing management fees owed and paid to Law Leaders. Once your fees earned and owed to us exceed your total membership fees paid during each 12-month contractual term, you will pay us that amount in excess of that total. For example, if you paid \$48,000 in total membership fees to Law Leaders and generated cases resulting in \$48,000 management services fees, you would owe no additional fees ($\$48,000 - \$48,000 = \$0$) to Law Leaders for that term. If, when using the previous example, you generated cases resulting in \$56,000 in management services fees, you would then owe Law leaders for the difference of \$8,000 ($\$56,000 - \$48,000 = \$8,000$).
- 4.3. **Call Routing Connect Fee** The Call Routing Connect Fee, using our LawyerLine Services, is payment for our dedicated call center services. The annual Call Routing Connect Fee is paid in monthly installments with each installment due by the First (1st) day of the preceding month with any additional minutes charged above the monthly base minutes allocated being added to the following month's bill as set forth in Part C of Attachment A. We reserve the right to increase the Call Routing Connect Fee during the first (1st) year or any subsequent renewal term based upon call volume.
- 4.4. **Renewal Fee for Renewal Terms**. In order to auto-renew your membership rights and enter into a Successor Agreement for a one (1) year term following the expiration of the Initial Term of this Agreement, you must pay us a renewal fee as set out in Part C of **Attachment A**. The renewal fee for each Renewal Term is subject to adjustment in accordance with §4.5.
- 4.5. **Member Fee Adjustments**. Effective as of the beginning of each Renewal Term, unless otherwise mutually agreed to in writing by both parties, we reserve the right, in our sole discretion, to increase the amount of the Marketing Membership Fee and/or renewal fee by not more than 7% as compared to the amount of such fee imposed during the immediately preceding term; *provided, however*, that this fee increase shall not be applied to the membership fee imposed during the Renewal Term in which we apply the Membership Fee Adjustment. If we decline to exercise our right to increase a fee during a given Renewal Term, then the amount of the fee increase that we could have, but elected not to, implement, may be carried forward and applied as of the beginning of a subsequent Renewal Term together with (i.e., in addition to) the maximum increase of not more than 7% as authorized by §4.5. The determination to increase such fees shall be made by us while considering such factors as

cost of doing business, current case values, lead production and conversion, and estimated total fees to be generated.

- 4.6. **Due Date & Late Fee.** Payments are due upon receipt of invoicing unless otherwise specified as set out in Part C.2. of **Attachment A** in regard to deferred payment of Marketing Management Service fees. If any sum due under this Agreement has not been received by us when due, then in addition to this sum you must pay us a late fee equal to 5% of the past due amount plus default interest on the amount past due at a rate equal to the lesser of 18% per annum (pro-rated on a daily basis) or the highest rate permitted by applicable Law.
- 4.7. **Method of Payment.** All payments must be made to us by credit card, ACH or wire or any other method of payment that we authorize or require. We have sole discretion to apply any payments from you to any past due business of yours in any manner we deem appropriate.
5. **OFFICE.** You agree to offer legal representation from your principal law office and any satellite or appointment offices that you select within the Membership Area and we list in our directory. You must maintain at least one brick and mortar office in your Membership Area. Your office must present a professional appearance, comply with Google Business Profile requirements and be kept in a state of good repair. To improve the effectiveness of our System and maximize the number of cases generated in your Membership Area, we may recommend that you establish one or more additional Google Business Profile office locations in the Membership Area. If you do not follow our recommendation, we have no liability to you for any corresponding reduction in the number of leads generated through our System.
6. **LAUNCH DATE.** Your membership in the program shall commence on your Launch Date, which will be not more than thirty (30) days after the Effective Date. We will determine your specific Launch Date and notify you in writing.
7. **SYSTEM MARKETING.**

 - 7.1. **Generally.** Our System is a comprehensive marketing system engineered to improve and grow your law practice by utilizing brand recognition and call to action techniques at scale to give you a competitive edge in the omnipresent lawyer marketing space. The System and Law Leaders® brand is designed to resonate with consumers when in need of a lawyer so they seek out Law Leaders® as Better Lawyers -Better Results®.
 - 7.2. **Control of System Marketing.** We exclusively supply and control the creative content, form and format of all System Marketing in order to control the quality, uniformity and effectiveness thereof. We have the sole right to select, negotiate, purchase and arrange for System Marketing Services, including search engine optimization, local service ads, digital marketing, chat service techniques, social media, television and radio commercials, and billboards on your behalf. We determine, in our sole discretion, the number and rotation frequency of digital, TV, radio, and billboard ads and the frequency of publication for each new media campaign.
 - 7.3. **State Bar Requirements.** We use reasonable efforts to ensure that System Marketing comports with applicable state bar advertising regulations. We encourage you to review applicable state bar regulations before you purchase membership rights.
8. **MEMBER SUPPORT SERVICES.**

 - 8.1. **General Guidance.** During the Term, we may institute ways to improve: (a) the promotion of the Association and your membership in the Association; (b) utilization of our System; and (c) implementation of System Marketing.
 - 8.2. **Client Routing.** We will directly route to your law firm and other members sharing your Member Practice Area/s for your Designated Membership Marketing Area, on a rotating or another fair and equitable basis, potential new clients who call our toll-free number or contact us through our website. Client calls and website inquiries are routed to the Member based upon the geographic location and practice area from where the inquiry arose. Client form submissions will also be distributed to designated members but only on a non-exclusive basis.

- 8.3. **Website.** We will maintain the *Law Leaders*® website to promote the Association and your membership in the Association and to accommodate digital marketing strategies. The website may include one or more separate targeted, local webpages, and/or directory listings linked to our main website, that include information about your law practice we deem appropriate, such as the name and address(es) of your law firm and a summary biography of the attorney members of your law firm. We control all content on webpages but will consider your suggestions in good faith. We own the website (including your linked webpages) and domain names and control all content.
- 8.4. **Conferences.** We may hold periodic regional or national conferences to discuss various marketing and operational issues and general business concerns affecting the Association and its Members. Attendance at these conferences is highly encouraged but NOT mandatory. You are responsible for all costs incurred by your Owners and employees in attending a conference, including travel, meals and lodging.

9. MEMBER OBLIGATIONS.

- 9.1. **Practice of Law.** We do not control the operation of your law firm or the manner in which you provide legal services. You as a Law Leaders member need not personally handle but must oversee all cases referred to you using our System. All attorneys providing legal services on your behalf must be appropriately licensed. You may not engage outside counsel to handle (or assist in handling) any cases referred to you using our System unless necessary due to a conflict or to engage the services of an attorney with specialized expertise necessary to the case when there are no attorneys in your law firm with such specialized expertise. The member, or experienced law firm attorneys acting under the member's direction, must be available to take calls or inquiries from potential clients and otherwise provide advice and other legal services to clients on nights, weekends and holidays where the circumstances require such attention. The member is responsible for supervising the law firm staff to ensure that everyone's actions comport with this Agreement and the Rules of Professional Conduct. The quality of your legal services is an integral part of your membership.
- 9.2. **Case Data Access and Reports.** To enable us to effectively implement the System within your Membership Area, you must, upon request: (a) track all case information we require into a Case Management/Tracking System including, without limitation: case/client names; filing dates; viability status; type of case, and other pertinent client data; intake and case status; case revenues (projected and actual); mediation values; arbitration values; and verdict values; legal fees generated; client costs; and case management statistics and analysis (including number of potential client inquiries, client profiles, number of cases opened, number of cases completed, number of cases terminated before completion (including the reasons for termination) and gross and average fees generated from cases) on a periodic time basis that we choose (such as monthly, quarterly, or annually) so that it is current as of the close of each time period; (b) provide all data and analytics related to case counts and lawyer fees through the API, if any, in the manner we specify; and (c) prepare and provide us with any other Business Data we require in the format we specify. We must have timely access to all Business Data including our right to audit fee records in order to effectively implement the System in your Membership Area and maximize the effectiveness of System Marketing. You authorize us to disclose Business Data to existing and prospective Members, regulatory agencies and others at our discretion, provided the disclosure is not prohibited by law.
- 9.3. **Member Entity.** If you are an Entity you agree to provide us a list of all your owners. Upon our request, you must provide us a resolution of the Entity authorizing the execution of this Agreement. A copy of the Entity's organizational documents and a current Certificate of Good Standing (or the equivalent thereof). You represent that the Entity is duly formed and validly existing under laws of the state of its formation or incorporation and authorized to provide legal services.
- 9.4. **Legal Compliance.** You must operate and manage your law practice in full compliance with all applicable Laws and Bar Rules. You must notify us in writing within two (2) business days of the beginning of any action, suit, investigation or proceeding, motion for sanctions, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court or other Governmental Authority that may adversely affect the operation of your law practice or your financial condition,

including all malpractice suits filed by your clients. If a Governmental Authority takes action that prevents you from using any System Marketing or other aspect of our System, at our option we shall have a reasonable opportunity to make any modifications necessary to gain approval from the Governmental Authority. Otherwise, we will be relieved of any further obligation under this agreement

10. INTELLECTUAL PROPERTY.

10.1. Ownership and Use. You acknowledge that: (a) we are the sole and exclusive owner of the Intellectual Property and the associated goodwill; (b) your right to use the Intellectual Property is derived solely from this Agreement; and (c) your right to use the Intellectual Property is limited to a license to implement our System using System Marketing to generate cases during the Term pursuant to, and only in compliance with, this Agreement. You may not use the Intellectual Property in any manner not expressly authorized by us; any unauthorized use of the Intellectual Property constitutes an infringement of our rights. You will not acquire any goodwill, title or interest in or to the Intellectual Property.

10.2. Use of Marks. You agree to: (a) exclusively use the Marks we designate in the manner we specify in all System Marketing; (b) prominently display the Marks in the manner we prescribe on or in connection with any advertising, promotional materials, posters, displays, receipts, stationery and forms we designate to give notice of trademark and service mark registrations and copyrights; (c) obtain any fictitious or assumed name registrations required by applicable Law; *provided, however*, that you may not use the *Law Leaders*[®] name or any other Marks as a d/b/a or tradename of your law firm except to the extent we approve; and (d) identify your law firm under your legal entity name listed in Part A of **Attachment A** to this Agreement in all communications with third parties. You may not: (a) use the Marks in any modified form or as part of a corporate or trade name or with any prefix, suffix, or other modifying words, designs or symbols (other than logos we license to you); (b) use the Marks when signing a contract, lease, check or other agreement or in any other manner that may cause confusion or imply we are liable for your obligations; (c) register or attempt to register any Marks, or any other trademarks confusingly similar to the Marks, with any Governmental Authority; or (d) challenge or contest the validity or ownership of our Marks

10.3. IP Disputes. You must immediately notify us of any IP Dispute. You may not communicate with any Person other than us and our counsel in connection with any IP Dispute. We have sole discretion in deciding what action, if any, to take in response to the IP Dispute. We may exclusively control any litigation or other proceeding relating to the IP Dispute. You must execute all documents, render all assistance, and perform all acts that are, in our counsel's opinion, necessary or advisable to protect or maintain our interest in the litigation or proceeding and/or protect the Intellectual Property. You and we shall equally share the costs of responding to any IP Dispute within your Membership Area.

11. INSURANCE. You agree to maintain professional errors and omissions insurance with primary and excess limits of not less than \$1,000,000; and You must provide us upon demand with proof of coverage (i.e., Certificates of Insurance): (a) prior to the Launch Date; (b) prior to the commencement of each Renewal Term; (c) within 10 days after the renewal of a policy; and (d) at any other time on demand. We may also require copies of the applicable insurance policies. You agree to indemnify us from any and all Losses and Expenses not covered by insurance. You and your Owners must notify us of any mal-practice Claim.

12. TRANSFERS. This Agreement is fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Agreement, provided that we shall, subsequent to any such assignment, remain liable for any obligations incurred by us prior to the effective date of the assignment.

13. TERMINATION.

13.1. Generally. Either party may terminate this agreement with thirty (30) days written notice.

13.2. Mutual Agreement to Terminate. If you and we mutually agree in writing to terminate this

Agreement, you and we will be deemed to have waived any required notice period.

13.3. Termination on Account of Frustration of Purpose. If your state Bar Rules are modified to such a degree to frustrate the purpose or performance of the System or this Agreement, then either Party may terminate this Agreement upon written notice to the other Party, in which case both Parties shall be relieved of any further obligations under this Agreement other than any obligations that survive the expiration or termination of this Agreement.

14. POST-TERM OBLIGATIONS. After the termination, expiration or Transfer of this Agreement, you and the Owners agree to:

- (i) immediately cease to identify yourself (or your lawyers) as a Member of the Association;
- (ii) immediately cease to use the Intellectual Property (neither Party is obligated to recall or cancel any System Marketing that was published or disseminated prior to termination);
- (iii) pay us all outstanding membership and call routing fees;
- (iv) pay us all outstanding fees as provided for in §§4.1 through 4.4 and Part C of **Attachment A**.
- (v) comply with our data retention policies pertaining to the Business Data; and
- (vi) provide us with satisfactory evidence of your compliance with the above obligations within ten (10) days after the effective date of the termination or expiration.

If, after the termination or expiration of this Agreement, you or any Owner either continues to utilize any of our Intellectual Property or operates any other business that uses any reproduction, counterfeit, copy, or colorable imitation of the Marks, Copyrighted Materials or System, either in connection with such other business or law practice or the promotion thereof, that may cause confusion, mistake, or deception, or that may dilute our rights in and to the Marks and/or the Copyrighted Materials and/or the System, then, in addition to any injunctive relief to which we are entitled, you agree to pay us the sum of up to \$1,000,000 as and for liquidated damages and not as a penalty.

15. DISPUTE RESOLUTION. Jurisdiction to enforce any of the terms of this agreement including non-payment of fees shall be conducted in the county in which we maintain our principal place of business (currently, Maricopa County Arizona). The prevailing party shall be entitled to reimbursements of its costs and expenses including reasonable accounting and legal fees. In addition, if you breach any term of this agreement, you must reimburse us for all reasonable legal fees and other expenses we incur relating to such breach, regardless of whether the breach is cured prior to commencement of formal dispute resolution proceedings. UNLESS PROHIBITED BY APPLICABLE LAW, ANY DISPUTE (OTHER THAN FOR PAYMENT OF MONIES OWED OR A VIOLATION OF §10 MUST BE BROUGHT BY FILING A WRITTEN DEMAND FOR MEDIATION WITHIN ONE (1) YEAR FOLLOWING THE CONDUCT, ACT OR OTHER EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM, OR THE RIGHT TO ANY REMEDY WILL BE DEEMED FOREVER WAIVED AND BARRED. IN ADDITION, YOU AGREE TO GIVE US IMMEDIATE WRITTEN NOTICE OF ANY ALLEGED BREACH OF THIS AGREEMENT BY US AFTER YOU HAVE CONSTRUCTIVE OR ACTUAL KNOWLEDGE OR BELIEF OF THE BREACH AND IF YOU FAIL TO PROVIDE SUCH WRITTEN NOTICE WITHIN THIRTY (30) DAYS FOLLOWING THE DATE YOU HAVE SUCH KNOWLEDGE OR BELIEF OF THE BREACH, THEN YOU WILL BE DEEMED TO HAVE CONDONED, APPROVED AND WAIVED THE BREACH AND YOU WILL BE BARRED FROM ASSERTING ANY CLAIM BASED UPON SUCH ALLEGED BREACH. WE AND YOU IRREVOCABLY WAIVE: (a) TRIAL BY JURY; AND (b) THE RIGHT TO LITIGATE ON A CLASS ACTION BASIS, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES.

16. REPRESENTATIONS . You and your Owners hereby jointly and severally represent to us that:

- (i) the execution and delivery of this Agreement, and the performance of your obligations hereunder, do not: (a) conflict with, breach or constitute a default under any other agreement to which you (or any affiliate of yours) is a party or by which you or your assets (or your affiliate or your affiliate's

assets) may be bound; (b) violate any order, writ, injunction, decree, judgment or ruling of any Governmental Authority; or (c) violate any applicable Law;

- (ii) the Member Entity is duly organized, validly existing and in good standing under the Laws of the state of its formation and has the requisite power and authority to enter into this Agreement and to perform each of its obligations hereunder;
- (iii) the execution and delivery of this Agreement have been duly authorized by all requisite corporate action and this Agreement shall constitute the legal, valid and binding obligation of the Member Entity and shall be enforceable against the Member Entity in accordance with its terms;
- (iv) you are aware that other Members may operate under different forms of agreement and that our obligations and rights with respect to our Members may differ materially in certain circumstances;
- (v) you are aware that we may have negotiated terms or offered concessions to other Members and we have no obligation to offer you the same or similar negotiated terms or concessions;
- (vi) you have maintained a full-time law practice substantially engaged in the category of law as described in Part A of **Attachment A** in excess of five (5) years prior to the Effective Date;
- (vii) you are aware that our business is limited to marketing the Association utilizing our System, we are not licensed to practice law in any jurisdiction, and we make no representation or warranty that the System or any of its components satisfy applicable Bar Rules governing professional ethical standards for attorney advertising;
- (viii) you are duly qualified and authorized to practice law in the Membership Area;

17. GENERAL PROVISIONS.

- 17.1. **Governing Law.** Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Agreement and the relationship between the Parties shall be governed by the Laws of the State of Arizona (without reference to its principles of conflicts of law).
- 17.2. **Relationship of the Parties.** Nothing in this Agreement creates a fiduciary or franchise relationship between the Parties or is intended to make either Party a general or special agent, legal representative, joint venture, partner, employee or servant of the other for any purpose. Throughout the Term you must, in all dealings with third parties, conspicuously identify yourself as a Member of the Association and the independent owner of your law firm. You must include a written indication of independent ownership on all agreements, forms, letterhead, advertising materials, business cards and other materials that we specify. Neither Party is permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other. In addition, neither Party will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Agreement. Notwithstanding, you agree to be responsible for any financial obligation associated with our placement of media on your behalf.
- 17.3. **Severability and Substitution.** Each section and provision of this Agreement is severable. If a court concludes that any promise or covenant in this Agreement is unreasonable and unenforceable: (a) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (b) we may unilaterally modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable.
- 17.4. **Waivers.** We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by either Party shall be without prejudice to any other rights such Party may have.
- 17.5. **Approvals.** Whenever this Agreement requires our approval, you must make a timely written request for approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we shall be deemed to have disapproved your request.
- 17.6. **Force Majeure.** Neither we nor you shall be liable for loss or damage or deemed to be in breach of

this Agreement if our or your failure to perform our or your obligations results from any event of Force Majeure. Any delay resulting from an event of Force Majeure will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances. Notwithstanding the foregoing neither Party shall be relieved of any financial obligations to the other Party under this agreement as a result of an event of Force Majeure.

- 17.7. **Binding Effect.** This Agreement is binding upon the Parties and their respective executors, administrators, heirs, assigns and successors. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any Person not a Party to this Agreement.
- 17.8. **Integration.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT, EXCEPT AS PERMITTED BY §17.3, BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. Any e-mail correspondence or other form of informal electronic communication shall not be deemed to modify this Agreement unless such communication is signed by both Parties and specifically states that it is intended to modify this Agreement. Any representations made before entering into this Agreement but not contained in this Agreement do not survive the signing of this Agreement.
- 17.9. **Covenant of Good Faith.** If applicable Law implies a covenant of good faith and fair dealing in this Agreement, the Parties agree that the covenant shall not imply any rights or obligations that are inconsistent with the express terms of this Agreement.
- 17.10. **Rights of Parties are Cumulative.** The rights of the Parties under this Agreement are cumulative and no exercise or enforcement by either Party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by Law.
- 17.11. **Survival.** All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement (or the Transfer of an ownership interest in the Association membership) shall continue in full force and effect subsequent to and notwithstanding its termination, expiration or Transfer and until they are satisfied in full or by their nature expire.
- 17.12. **Construction.** The headings are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to days refer to calendar days unless otherwise specified. The term “you” as used in this Agreement is applicable to one or more Persons, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine and the possessive. Time is of the essence in this Agreement and every term thereof.
- 17.13. **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.
- 17.14. **Notice.** All notices given under this Agreement must be in writing, delivered by hand, or first-class mail, to the following addresses (which may be changed upon 10 business days’ prior written notice):

YOU:	As set forth in Part A of <u>Attachment A</u>
US:	Law Leaders Management LLC 7882 E Gray Rd., Ste 3 Scottsdale, Arizona 85260 Attention: Director of Member Relations

Notice shall be considered given at the time delivered by hand, or one (1) business day after sending by computer system or comparable electronic, or five (5) business days after placed in the mail, postage prepaid, by certified mail with a return receipt requested.

* * *

The Parties to this Agreement have executed this Agreement effective as of the Effective Date first written above.

Law Leaders Management, LLC an affiliate of **MEMBER LAW FIRM**
Law Leaders LLC, an Arizona Alternative Business
Structure (ABS) Law Firm (License #70157)

By: _____
Name: _____

By: _____
Name: _____
Its: _____

ATTACHMENT A

MEMBERSHIP TERMS

A. Member Details

Member Name: _____

Member (Desired) Sub-Practice Area/s (check at least 1):

☐ Criminal Defense (General)	☐ Violent Crimes	☐ Drug Crimes	☐ DUI/DWI	☐ White Collar Crimes	☐ Theft & Property Crimes
☐ Sex Crimes	☐ Juvenile Crimes	☐ Cyber Crimes	☐ Federal Crimes	☐ Weapons Offenses	☐ Public Order Crimes
☐ Traffic Violations	☐ Parole & Probation Violations	☐ Homicide & Manslaughter	☐ Fraud & Financial Crimes	☐ Expungement & Record Sealing	☐ Hate Crimes
☐ Domestic & Family Violence	☐ Immigration Related Crimes	☐ Mental Health & Insanity Defense	☐ Appeals & Post-Conviction Relief	☐ Sex Offender Registration Issues	

MEMBER TARGETED PERFORMANCE METRICS	
Targeted Annual Gross Fee Value From Cases Generated:	\$
Targeted Monthly Average Lead Volume:	

NAME of Entity MEMBER and Jurisdiction of Formation (if applicable): _____

Notice Address for Member:

Name: _____

Law Firm Name: _____

Address: _____

Email: _____

Cell/Phone: _____

B. Managing Partner

The following person shall serve as the Managing Partner: _____

C. Fees

1. **Membership Fee** for Initial Term: \$_____, payable in twelve (12) equal monthly installments at \$_____ per month in accordance with §4.1. The annual Membership Fee is paid in monthly installments with each installment due by the First (1st) day of the preceding month.
2. **Marketing Management Services Fee:** _____% of all gross fees from member cases generated, payable in accordance with §4.2 payable within 10 days of resolution of the case and fees received.
3. **Call Connect Fee:** \$_____ payable in twelve (12) equal monthly installments at \$_____ per month for up to 125 base minutes per month in accordance with §4.3. Any minutes used during the

month above the base monthly limit will be charged at \$2.25 per minute and added to the following month's bill. We reserve the right to increase the call routing fee during the Term to cover additional call center costs that we may incur. The annual Membership Fee is paid in monthly installments with each installment due by the First (1st) day of the preceding month.

4. **Renewal Fee:** \$ [REDACTED] for first Renewal Term, payable in accordance with §4.4. The annual Membership Fee is paid in monthly installments with each installment due by the First (1st) day of the preceding month.

D. Designated Membership Marketing Area

THE MEMBERSHIP AREA IS [REDACTED] (COUNTY/S & STATE/S). THE Maximum Number of Estimated Monthly Personal Injury Leads within this Membership Area for the initial term of this agreement is: [REDACTED]. Current members shall have the right of first refusal to purchase any additional leads up to this total. Any remaining leads not purchased will be made available for additional members sharing the Membership Area. We reserve the right to increase the maximum number of leads provided to existing or additional members to adjust for any additional lead volumes for the Membership Area.

LAW FIRM NAME

By: _____

ATTACHMENT B

PAYMENT INFORMATION

Select Payment Type:

- ☐ Credit Card
☐ ACH Transfer

Credit Card Information (if selected)

Name on Card: _____

Card Number: _____

Expiration Date (MM/YY): _____

CVV: _____

ACH Transfer Information (if selected)

Bank Name: _____

Routing Number: _____

Account Number: _____

Account Type:

- ☐ Checking ☐ Savings

Authorization Agreement

By signing below, I authorize Law Leaders to debit my account or charge my credit card for the agreed upon services or products. I understand that this authorization will remain in effect until the end of the agreement or until I provide written notice of cancellation.

Electronic Signature (Type your full name):

Date:
