# PERSONAL FAMILY LAWYER® CORE MEMBERSHIP
## Enrollment Agreement

Welcome to the New Law Business Model Personal Family Lawyer ("PFL®") Core Membership! We are excited to support you in creating a law practice that you love with Life & Legacy Planning® and to build that practice into a business you love as a Personal Family Lawyer firm.

Over the next 12 months and beyond, New Law Business Model ("NewLaw" or "we") will help you ("Member") establish and achieve your business goals year after year. This Enrollment Agreement ("Agreement"), outlines our commitment to you, your commitment to us, your commitment to your community, and most importantly, your commitment to yourself. We look forward to this continued journey together!

**Your New Law Business Model Personal Family Lawyer ("PFL") Core Membership**

- **Term.** The commitment term of your membership is one year and rolls over into a month-to-month agreement thereafter. During your first year, you will focus on learning to deliver a Life & Legacy Plan, how to counsel clients, and how to get hired and paid by clients using the Life & Legacy counseling process. Until you take the PFL Assessment, you are a PFL-in-Training and may hold yourself out to the community as such. At any time during your first year, you may take the PFL Assessment, become a full Personal Family Lawyer, get a listing on the PFL directory website, become part of the full PFL member community, and unlock access to your 1:1 business coach and licensed done-for-you marketing resources. After the initial one-year commitment, your Membership becomes a month-to-month membership, which you may cancel with 45 days notice. We intend that you'll receive so much value from your membership, that you will choose to remain a PFL for Life. But after the first year, you can leave at any time.

- **Program Materials**. The Membership Program materials shall be freely available for your reference and use by you and will continue to be available during the term of the agreement for so long as you are in good standing with NewLaw. Program materials will be updated from time to time, and you will have access to all updated materials as they become available. Access to Membership materials will end when your Membership terminates, or if you do not make your agreed-upon payments on a timely basis. All Program materials are provided in a digital format. Select Program materials may be provided in printed format at NewLaw's discretion.

**Upon enrollment, you will be considered a PFL-In-Training and have access to the following resources: At the PFL-In-Training Level:**

◆ A landing page style "Starter" website that you can use immediately to share with the world that you are open for business and ready to serve as a Personal Family Lawyer in Training;

◆ CLE-accredited Life & Legacy Planning Program Bootcamp (to learn Life & Legacy Planning PLUS how to engage clients as quickly as possible at fees of $2k-$10k – average is $4-$6k per plan -- right off the bat);

◆ Our PFLiT Pipeline Tracker + email nurture sequence + the Fill Your Client Pipeline course and Getting Your First 2 Practice Clients resources;

◆ New Member 4-week Cohort (to get you started on the right track and establish your goals); ◆ Group Coaching Calls (to support you to master engaging clients first and foremost);

◆ Legal Mentorship Group Calls (to support you to learn Life & Legacy Planning®, whether you are brand new to estate planning or up-leveling your existing estate planning practice);

◆ Time & Money Training for Lawyers + weekly Plan Your Week Community calls (schedule these, they are priceless!);

◆ LIFT Foundations Course- Legal, Insurance, Finance, and Tax® training for Lawyers (regularly $5,555);

◆ Access to our Private Member's only Podcast (hundreds of episodes you can listen to on the go with our very best coaching on intake, engagement, building your business, and more);

◆ Access to NewLaw's Facebook groups and Community Educational Forum;

◆ Personalized Support - Real humans (not robots) supporting you and available to get on the phone to help you when you need it.

**Once you pass the PFL Assessment, you become a licensed Personal Family Lawyer®, and will unlock the following additional resources:**

◆ Opportunity to upgrade your website to our full lead generation website to turn your website visitors into a pipeline of potential clients (your audience) who you'll stay top of mind with so they hire you when they are ready to hire a lawyer for

their family's estate matters;

◆ Use of lead generation magnets such as the *Wear Clean Underwear* best-selling book + 10 additional "free reports" to use to build your audience consistently, including all follow-up email sequences;



◆ Weekly content for your website, social media, and email newsletter + a backlog of hundreds of articles to access any time so you stay top of mind with your audience;

◆ Monthly marketing campaigns to inspire your audience to book a Life and Legacy Planning Session with you each month so you keep your calendar full with just the right number of prospective clients,

◆ Presentations that are tested and proven to convert into paying clients, to use live in your community or online – live or pre-recorded + all necessary pre and post-event email sequences to inspire attendance at your events and action afterward.

◆ The option to install our automation systems for managing your website, your weekly email newsletter, and your events, as well as consistent marketing and regular communication with your audience;

◆ The PFL FamilyCare Program™ for ongoing recurring revenue and to support your clients to ensure their plans stay up to date throughout life and you're the firm their family turns to when they are gone;

◆ A 1:1 Coach to create your Cash Flow Forecast;

◆ Ongoing Monthly 1:1 Coaching to support you in clarifying, setting, and reaching your firm's strategic goals (13 calls annually);

◆ More than 15 PFL Member's Only Group Coaching calls per month to support you to hit your goals;

◆ 24/7 Access to the Private PFL Member's Only Group for support from your PFL lawyer network + cross-referrals from the network;

◆ Opportunity to add on PFL-Only Programmatic Additions for lawyers specializing in serving business owners as a LIFTed Advisor® or serving families with Special Needs or Elder Law services;

◆ A listing for one office location on NewLaw's High Ranking on Search Engines PFL Website Directory;

◆ Training for your team when you are ready to hire support; and

◆ Opportunity to add associate attorney support and training to your membership. 3
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Additional levels of service or modules may be added to this Agreement at any time. Modules may also be changed or modified at any time by NewLaw.

**Please read and initial:**

____ Member understands that they will have access to Members-only benefits only while enrolled as a Member and only while Member is current in their obligations to NewLaw.

____ Member has read and understands the Master Membership Agreement ("MMA"), Member acknowledges that the MMA is incorporated herein, that they can review it anytime in the NewLaw online Membership portal, and that Member agrees to be bound by the MMA.

____ Member understands that this is an initial 12-month commitment that rolls over into a month-to-month commitment, and they authorize NewLaw to charge $1,750/month to their credit card on file (unless paid in full for the 12 months upon enrollment). After the 12 months, Member will continue to be charged $1,750/month (or $18,000 per year if paid in full) until such time as they change their Membership or cancel, per the MMA. This card will be used for all NewLaw services unless Member provides a new card on file.

**Date:** _____

**Member Name:** _____

**Signature:** _____

**Email:** _____
**NewLaw CEO:_____Ali Katz___**

**Signature:**_____Ali Katz___

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# PERSONAL FAMILY LAWYER®
# MASTER MEMBERSHIP AGREEMENT

**(Recurring Subscription)**

I have enrolled as a Member ("Member") of New Law Business Model's Personal Family

Lawyer® Membership (“Membership”) with It’s All Happening, LLC, d/b/a New Law Business Model (“NewLaw” or “we/us”). I (“Member”) agree to the following Terms and Conditions for the non-exclusive use and license of materials, resources, and systems as part of Membership and to engage NewLaw to provide the recurring subscription program referenced in the MEMBERSHIP ENROLLMENT AGREEMENT (collectively, the "Programs").

I agree that the NewLaw MEMBERSHIP ENROLLMENT AGREEMENT that I have signed is specifically and exclusively governed by, and made a part of, this Master Membership Agreement ("MMA" or "Agreement"). For purposes of this MMA, the terms "Agreement" and "MMA", shall mean the MEMBERSHIP ENROLLMENT AGREEMENT and this MMA. All references to "I", "me", "mine”, "my", "you", "your", “Member”, “they”, and/or “their” shall mean myself under this MMA.

By signing this document, I agree that I have read this Agreement in its entirety, that I understand and agree with what I’ve read, and that I am committed to doing the work to create a law practice I love.

**STANDARD TERMS AND CONDITIONS**

**1. Personal Family Lawyer® License to Use Intellectual Property.** Upon such time as you pass the PFL Assessment, you will be granted a non-exclusive license to use the designation Personal Family Lawyer® (and PFL®) and associated terms, for so long as you are in good standing with NewLaw. Passing the PFL Assessment changes your membership level from PFL-in-Training to PFL® and unlocks additional support plus resources, as listed above.

You may take the PFL Assessment at any time. The NewLaw team will be supporting you every step of the way to pass your PFL Assessment the first time by providing you with your initial cohort training, personalized
support, group coaching, and abundant resources. There is no fee to take the PFL Assessment.

Prior to passing the PFL Assessment, you will be considered a PFL-in-Training and our primary focus will be supporting you in learning Life & Legacy Planning®, including our Life & Legacy Planning Session Intake & Engagement Process, and our NewLaw 3-Meeting Client Service System delivery process, so you are able to intake, engage, and serve clients while delivering on the PFL Promise. These terms comprise a non-exhaustive list of content covered by the non-exclusive license.

The PFL Promise is to “provide planning and ongoing counsel that works to keep your clients and their families out of court and out of conflict, at a fee your clients can afford.”

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Once you are able to deliver on the PFL Promise, as evidenced by passing the PFL Assessment, we will give you access to use additional trademarked terms to use in your marketing, including but not limited to, Kids Protection Plan®, Kids Protection Planning™, Life & Legacy Planning®, Your Lawyer for Life™, A Lawyer You Love…For Life™, Planning That Works to Keep Your Family Out of Court and Out of Conflict™, Estate Planning to Keep Your

Family out of Court and Conflict—With a Lawyer You Love, Flat Fees You Choose, and Peace of Mind Guaranteed™, and other terms specifically identified by NewLaw as part of the License.

If you choose to become a LIFTed Advisor™ when such designation is available, you will also have a license to use the terms and programs associated with the Money Map to Freedom®, LIFT Foundation System™, the LIFT 20-Point Assessment™, the LIFT Business Breakthrough Session™, and LIFT - Legal, Insurance, Financial, and Tax®.

In addition, once you pass the PFL Assessment, we will unlock all of the marketing content available to you as a licensed PFL, including weekly articles, social media posts, presentations, and monthly marketing offers. All of this content is licensed to you to use for so long as you are a PFL in good standing, under the terms of this Agreement.

**2. <u>Membership License.</u>** NewLaw hereby grants Member an individual, non-exclusive, non-transferable, non-sublicensable, worldwide license (the "License") to use NewLaw's trademarked and copyrighted Membership materials, resources, processes, and systems for use in Member's own law practice, and only for one lawyer in Member's own law practice. This License is limited by the Member's Membership level and will be revoked when their membership is terminated or suspended.

Your investment includes a single-seat Membership License, meaning it is not a multiple lawyer/ multi-seat license. You will receive one login for one Member plus one address listing for your firm on NewLaw's PFL member directory website. You are authorized to share your login with others on your team who are assisting you with implementing the principles, but only the Member may actively engage with any live support, although they may have a team member join them on a call. Each lawyer who is representing themselves as a Personal Family Lawyer firm leader under any designation of the PFL brand or trademark, or as someone who wishes to use any of the PFL copyrighted or provided resources, must purchase a separate License.

Should you decide to share your login credentials with any of your team members, you assume full responsibility for ensuring that your team members comply with all terms and conditions of this Agreement. Any actions or violations of this Agreement by your team members using your account shall be deemed actions of the account holder, and as such you will be held fully liable for any resulting consequences.

Upon passing the PFL Assessment, you have the option to enroll an attorney at your firm in an Associate Membership (at a significantly lower investment). This will grant them PFL status under your firm's PFL designation without having to join a cohort or take and pass the PFL Assessment. In this case, the associate

 _____ Member Initials

attorney can actively engage with the live group support available to them (they do not get their own one-on-one coach). This is ideal for an associate who will mostly just be meeting with clients but not actively helping to build the business. Alternatively, you can also enroll an attorney at your firm in the full PFL program (at a modest discount), which gives them a full PFL designation and directory listing. In this case, the attorney can actively engage with the live

group support available to them, plus they will have their own one-on-one coach. This is ideal for an associate who will be actively engaged in educating the community and helping to build the business. Please email support@newlawbusinessmodel.com for additional information, pricing details, and discounts.

Upon termination or suspension of Member's Membership, Member will lose access to all Membership assets and will no longer retain any licensing rights to use copyrighted materials, trademarked terms, or marketing materials generated by or provided by NewLaw. Nothing in this Agreement provides or implies an ongoing License to NewLaw trademarked and copyrighted terms and materials and should not be construed as providing any continued License to or use of the NewLaw Intellectual Property covered under this Agreement past the termination or suspension of Member's Membership.

Licensed Materials include, but are not limited to, intellectual property created by NewLaw: trademark terms, phrases, and logos, whether under state or federal statutory right or common law right, copyrighted materials whether under federal registration or common law right, marketing materials, articles, blog posts, slides, scripts, presentations, patents, trade secrets, forms, podcasts, videos, bootcamps, trainings, digital versions of workbooks, event flyers, social media posts, images, graphics, graphs, charts, software, pdfs, and website copy. Licensed Materials include materials created by NewLaw before the signature date of this Agreement and materials created by NewLaw hereafter.

What this means is that if you used NewLaw Intellectual Property protected under this License in your law practice and your Membership is terminated or suspended, you will be required to remove or re-name and re-write in your own words all materials and content licensed from NewLaw on your website, online platforms, social media, hard-copy materials, signage, in training materials, and elsewhere in your practice. Blog posts uploaded prior to 30 days before your termination date may stay up on your website and do not have to be rewritten.

We encourage you to use all the concepts and new innovative methods of practicing estate planning that you have learned from NewLaw even if your license expires, but you will need to rewrite the materials and rename the processes to not create any confusion that could lead someone to think that you are a PFL firm. The knowledge that you have obtained as a Member will allow you to continue providing a high-quality service at premium fees, even when you are no longer a Member.

If you are still using any of the Membership Licensed Materials after the date this Agreement terminates, you hereby agree to shift your Agreement into a Licensed Materials Only Agreement and will continue to pay

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$697/month as a licensing fee until such time as you remove or rewrite all Licensed Materials as per the terms of this Agreement.

I acknowledge that I understand I will pay $697/month as a base-level licensing fee as long

as I am using any of the NewLaw licensed content on my website after the termination of my membership with NewLaw.

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**3. <u>Term of Agreement and Termination.</u>** This is a 12-month Agreement that will automatically convert to a month-to-month agreement upon completion of the 12-month initial term at my existing membership rate, unless I have provided more than 45 days' notice that I desire to cancel this Agreement.

**A. How to Submit Cancellation Requests**. If you wish to terminate your Membership at the end of your one-year Agreement, you must provide us written notice at **least 45 days prior to your one-year anniversary date** so we have time to support you to offboard and discontinue the use of any licensed materials. If you provide less than 45 days notice to cancel, you will be charged for one final payment (for the 13th month) under this Agreement. On an ongoing basis, after your first year, you can cancel at any time, with 45 days' notice for offboarding and discontinuation of your payments.

Example: If you cancel on May 18th and are normally billed on the 1st day of each month, you will be billed for the final time on July 1st (only 43 days' notice to end in June). Because you are billed in advance, you will still have continued use of the Program materials through the end of July. If you had given notice on May 13th (48 days' notice), you will be billed for the final time on June 1st and have continued use of the Program materials through the end of June.

**B. Our Right to Cancel Your Membership.** NewLaw reserves the right, in its sole discretion, to limit, suspend, or terminate your Membership and License without refund or forgiveness of monthly payments at any time in the event of a material breach of the agreement.

**4. <u>Payment of Fees.</u>** NewLaw will process your monthly payments every 30 days. If you terminate your
Membership during the initial term, all remaining payments remain due each month until the balance is paid in full. **Even if you do not fully utilize the Membership materials, pass the PFL Assessment, or participate in Membership for the duration of the initial term, you owe the fees for the entire year of the initial term. This is not a payment plan, but a one-year Agreement to pay for your Membership, and in the event you do not pay each payment on time, you will be in default of the Agreement.** Once Member receives access to NewLaw's Membership, your payment is considered due and owed to NewLaw as of the date of investment with no refunds, in part or full.

If Member believes that NewLaw has billed Member incorrectly, Member must contact NewLaw in order to receive an adjustment or credit. Inquiries should be directed to NewLaw's customer support department at:

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support@newlawbusinessmodel.com. All payments are non-refundable once made. Member

agrees to keep a valid credit card on file with NewLaw at all times for this purpose and expressly hereby authorize NewLaw to charge said credit card for such payment obligations.

**A. Chargebacks.** Member agrees to the following regarding 'chargebacks,' late and declined payments: 1) If I file a chargeback, and its resolution is in NewLaw's favor by either the credit card issuing bank, the credit card processor, or by AMERICAN EXPRESS, VISA, or MASTERCARD, I agree to reimburse NewLaw for any costs incurred in researching and responding to such chargeback, including NewLaw's actual costs paid to the credit card processor or its banks, other third parties, to resolve the Chargeback dispute in NewLaw's favor;

2) I further agree that these amounts will be added to the original amount of the relevant order to which the chargeback was applied; and

3) That this total amount will then be immediately due and payable.

**5. Family Leave.** Because our business is built upon the premise of "family first," should you suspend your business activities as a result of a documented severe illness or in the event of life-changing event like a birth, death or adoption, you may request a freeze of your membership for up to three (3) months. Requests must be submitted in writing to support@newlawbusinessmodel.com.

No payments will be due during the approved freeze; however, payments will resume at the conclusion of the freeze period automatically, at the membership fee agreed upon herein. If you choose not to return after the freeze, you will continue to be billed through the agreement period as of the date the freeze took place.

If you are still under the terms of this annual agreement, the contract period will be extended to account for the frozen period. For example, should you have six months remaining of your initial 12-month commitment of Membership as of January when you decide to begin a three-month freeze, then starting in April, monthly payments shall resume and there shall still be six months remaining on your annual agreement.

**6. Registration and Opt-in.** Once you have electronically signed this agreement and submitted payment for the Program, NewLaw will provide information on how to log in to the online portal for the Program. As part of the registration process, you will identify your username and password for your NewLaw account. NewLaw reserves the right to refuse registration of or cancel passwords that it deems inappropriate.

Member's enrollment in the Program gives NewLaw permission to communicate with you via email, phone, text, Facebook, and the Community Forum. If you are receiving too many texts or emails and need support with filtering, please let us know and we can help you. Do not opt out of receiving emails and texts without asking for support because then you will no longer receive call reminders and other important communications from us.

**7. Licensure Requirements.** Member expressly warrants and represents that they are licensed (or will be licensed prior to beginning practice as a PFL) in any state where they

are serving or intend to be serving

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clients as a lawyer as defined by the rules of the state bar or other licensing authority in such state(s), and that they are actively engaged in the practice of law.

At any time that a Member is no longer a licensed member of their state bar, their Membership License shall be automatically terminated. Member agrees to notify NewLaw in the event of such forfeiture, suspension, or termination of license. No refund of any fee will be made in this instance.

Furthermore, NewLaw does not claim to know or be compliant with every state bar's specific requirements for legal practice. Therefore, implementation of a practice utilizing the Membership materials may vary and it is up to Member to verify that their own use of the Membership materials is in compliance with their own state laws. Modification of any materials or teachings to comply with their own state law requirements is permitted. NewLaw does not claim to know or be compliant with every state bar's CLE requirements. It is up to Member to be familiar with their state's CLE requirements and submissions.

Member therefore represents, covenants, and warrants that they will comply with all licensing regulations, state bar regulations, or other state and federal regulations, when and if implementing services or business practices learned from NewLaw materials.

**8. <u>Commitment to Community.</u>** Member understands that by joining the Program they are joining a powerful and supportive community. They will have access to community forums, group coaching calls, and other community experiences. Member agrees to show up in this community as helpful, friendly, and supportive of other community Members and the Program.

**9. <u>Restrictions.</u>** Member hereby acknowledges that NewLaw Intellectual Property, whether under statutory or common law rights, or licensed to NewLaw by Family Wealth Planning Institute, L.L.C., is the property of NewLaw, its successors or assigns, and at no time do the copyrights, trademarks, or other Intellectual Property transfer to Member. By investing in a NewLaw Membership License, Member has a temporary License to use the shared resources and materials for Member's personal law practice use, and not for teaching, training, coaching, consulting, or distributing to lawyers or business owners outside of Member's personal law practice. If NewLaw determines that the Member has violated this provision, NewLaw will terminate the License and seek injunctive relief and damages. Member is invited to contact NewLaw regarding collaborative opportunities that would further the work of NewLaw and Personal Family Lawyer.

**Member agrees:**

A. Not to rent, loan, resell, distribute to non-clients, or otherwise assign or transfer any of the Intellectual Property, copyright, patent, trademark, or trade secrets of NewLaw (or its affiliates, Family Wealth Planning Institute, Personal Family Lawyer or Eyes Wide Open);

B. Not to directly or indirectly, misuse, distribute to non-clients, or otherwise attempt to repackage or resell trademarked, copyrighted, or licensed materials of any kind from NewLaw (or its affiliates, Family Wealth Planning Institute, Personal Family Lawyer, or Eyes Wide Open) ;

C. That all NewLaw Intellectual Property is confidential and proprietary information of NewLaw belongs solely and exclusively to NewLaw, and may only be used by Member as authorized by NewLaw;

D. The reproduction, distribution to non-clients, and sale of NewLaw Intellectual Property by anyone but NewLaw is strictly prohibited;

E. Not to knowingly enter, or cause to be entered, any NewLaw Intellectual Property protected under this Agreement into either a commercial or free artificial intelligence (AI) algorithm large language models (LLM); and

F. Not to give permission to any third party to scrape, or otherwise cause to be digitally copied or recreated, the Member's law firm's website for NewLaw-generated content, or NewLaw Intellectual Property modified by Member, to train artificial intelligence (AI) algorithms, or to have that permission binding onNewLaw.

Member agrees that if Member violates, or displays any likelihood of violating, any of the provisions contained in section 9(A)-(F), NewLaw will be entitled to injunctive relief to prohibit any such violations and to prevent the irreparable damage of such violations.

**10. <u>Confidentiality.</u>** Member acknowledges that in accessing any resources included with Membership, Member will be exposed to NewLaw confidential information as well as confidential information shared by other NewLaw Members.

**Member agrees:**

A. That any personal information shared by NewLaw Members, or by any Representative of NewLaw, is confidential and proprietary and belongs solely and exclusively to the Member or Representative of NewLaw who discloses it, unless otherwise explicitly noted;

B. Not to disclose such information to any other person or to use such information in any manner other than in discussion with other NewLaw Members during Membership sessions; and

C. Not to use or disclose NewLaw Confidential Information at any time, to compete with NewLaw, or to otherwise assist any third party to compete with NewLaw.

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Member agrees that if Member violates, or displays any likelihood of violating, any of the provisions contained in Section 10, NewLaw will be entitled to injunctive relief to prohibit any such violations to prevent irreparable damage caused by such violations.

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**EachofthePartiesacknowledgesandagrees:**

1) That all non-public documents and information that each may provide to the other hereunder, in written, electronic, or voice form/format, including, without limitation, all commercially sensitive non-public information such as techniques, drawings, inventions, know-how, show-how, software, or information relating to current, future and/or proposed products and services, specifically including the pricing of NewLaw Programs and other goods and services offered by NewLaw, financial information, customer and/or member lists, marketing methods, financial and accounting information, compensation methods and structures, business practices, strategies, processes, policies and procedures, forms, checklists, templates, tools, pricing and costs (collectively, the "Confidential Information") constitute the valuable trade secrets of the disclosing Party, disclosure of which, to unauthorized third parties, will cause damage to the disclosing party and its business.

2) Information does not, however, include any information:
   a) that can be seen by the public on a disclosing Party's public-facing website;
   b) that at the time of disclosure is within the public domain;
   c) that becomes a part of the public domain after disclosure through no fault, act or failure to act, error, effort, or breach of this MMA by a receiving Party;
   d) is discovered by a receiving Party independently of any disclosure by the disclosing Party; or e) is obtained from a third party who has a legal right to possess and lawfully disclose such information.

3) Each Party agrees to keep the disclosing Party's Confidential Information in confidence and shall not, at any time during or after the termination of this MMA, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information or use the Confidential Information of the disclosing Party for any purpose other than to exercise its rights or fulfill its obligations under this MMA.

4) These limitations on disclosure of a disclosing Party's confidential information shall not apply, however, to any confidential information that a receiving party is required by order, statute or regulation, of any government authority to be disclosed to any federal or state agency, court, or other body to disclose. This Section survives termination of this MMA for any reason.

Member further agrees that the information and content that Member posts to areas of NewLaw's online program and technology platforms that are viewable by others are not proprietary, private, or confidential. NewLaw has no obligation to monitor posts to the private Members' online program and technology platforms nor to exercise any editorial control over

such posts; however, NewLaw reserves the right to review such posts and to remove any material that, in NewLaw's sole judgment, is not appropriate.

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Member agrees that NewLaw can and, from time to time, at NewLaw's sole discretion, will monitor Member's access and use of the online program and technology platforms, without notification to Member. NewLaw may record or log Member's use in a manner as set out in NewLaw's Privacy Policy, a copy of which is accessible through the Privacy Policy link on NewLaw's public-facing website.

**11. Non-Solicitation.** During the term of this agreement, and for a period of twelve (12) months after expiration or termination of this Agreement, Member agrees not to solicit, recruit, engage, or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire, or any other kind of basis, any NewLaw employee, contractor, or agent, whether or not said person has been assigned to perform tasks under this Agreement. In the event that such employment, consultation, or work-for-hire event occurs, Member agrees that NewLaw shall be entitled to an agency commission to be the greater of, either (a) 300% of said person's starting annual salary with Member, or (b) 300% of fees paid to said person in the first year, if engaged by Member as an independent contractor. In the event of (a) above, payment of the commission will be due within ten (10) days of the employment starting date. NewLaw, in the event of nonpayment, and in connection with this section, shall be entitled to seek all remedies under law and equity.

Member further agrees that NewLaw customer and/or member lists and NewLaw marketing methods are all NewLaw's Confidential Information. Accordingly, Member will not solicit other NewLaw Members for any services and/or promotions that are not related to NewLaw-sponsored Programs, and then only upon NewLaw's prior written approval. Member will not use the NewLaw forums and/or any NewLaw Events to solicit other NewLaw Members for any services and/or promotions that are not related to NewLaw-sponsored Programs, and then only upon NewLaw's prior written approval.

**12. Consent to Recording and Testimonial Usage**

A. **Consent to Call Recording**. By enrolling in the Program and in consideration of the use of the Program and participation in calls related thereto, Member expressly consents to call recording by NewLaw and/or its authorized vendors of Member's communications with NewLaw, including Member's coaching, support, and training calls for training, marketing, and quality assurance purposes.

B. **Use of Member Testimonials.** To the extent that Member provides any testimonial(s) to NewLaw, Member hereby grants to NewLaw permission to use the testimonial along with Member's name, image, and/or likeness for NewLaw's marketing and related purposes. Member waives any right to bring a claim under right of publicity, invasion of privacy, intellectual property infringement, or any other related cause of action regarding NewLaw's usage of the same.

C. **Use of Logo and Case Study.** Member may grant NewLaw permission to use Member's name, logo, and case study in its marketing materials. If NewLaw would like to use Member's information in its marketing materials, Member's case study information will be submitted to the Member with a request to approve the use of their information in writing within thirty (30) days.

**13. Scope of Service & Guarantees.** Member understands that they assume 100% of the responsibility for taking action to help themselves. NewLaw provides educational, coaching, and advisory services only. Member represents that Member is a responsible adult and as such, it is Member's sole responsibility to ensure that any actions Member takes, based on advice Member receives from NewLaw, its employees, contractors, and representatives, or from any fellow NewLaw Members, in any of NewLaw programs, is in compliance with all applicable laws, bar rules, ethical rules, and common sense.

**NewLaw is not a law firm and does not provide legal, tax, financial, investment, accounting, or insurance advice. Member understands that NewLaw makes no guarantees or representations as to any outcomes Member can expect, even when Member implements counsel, advice, or teachings from NewLaw, employees, contractors, or representatives.**

NewLaw has made every effort to accurately represent the Program and its potential. Claims of actual earnings can be verified and examples of actual results can be provided upon request. The testimonials and examples used are not intended to represent or guarantee that anyone will achieve the same or similar results. Typical results are described in our literature and websites where testimonials or examples are provided.
Each individual's success depends on many factors, including background, dedication, desire, and motivation. Member acknowledges that as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that Member will earn any money as a result of their participation in the Program.

That being said, NewLaw does offer a "Growth Guarantee" for Members who meet the criteria. The Growth Guarantee is detailed at the end of this Agreement.

**14. Certain Prohibited Actions.** Member understands that NewLaw will provide Member with authorized login information in order to access the NewLaw private Member online portal and other online resources that NewLaw may provide, from time to time, including any online Programs and technology platforms ("Member Online Resources"). Member agrees not to access any of NewLaw's Member Online Resources by any means other than through the interface provided to Member by NewLaw. I further agree not to access or attempt to access the Member Online Resources through any automated means (e.g., scripts, bots, and web crawlers). I also understand that I am not authorized to resell, sublicense, transfer, assign, or distribute the Member Online Resources, or to modify or make derivative works therefrom, or to 'frame' or mirror any part thereof, or to reverse engineer or disassemble any of its enabling software.

Member agrees that Member is solely responsible for maintaining the confidentiality of Member's Login Credentials, including User ID, password, and any additional information that NewLaw may provide to Member regarding accessing Member's NewLaw account and NewLaw Programs. If Member knowingly shares any of Member's NewLaw login credentials with another person who is not authorized to use the programs, this Agreement is subject to termination for cause. Member agrees to immediately notify NewLaw of any unauthorized use of Member's NewLaw Login Credentials or account, or any other breach of security.

**15. Communications Decency Act Notice.** NewLaw is a provider of "interactive computer services" under the Communications Decency Act, 47 U.S.C. Section 230, and as such, its liability for defamation and other claims arising out of any postings to its website(s) or private discussion forum(s) by third parties is limited as described therein. NewLaw is not responsible for content or any other information posted to its site by third parties. NewLaw does not warrant the accuracy of such postings nor does NewLaw assume any legal obligation for editorial control of content posted by third parties or liability in connection with such postings, including any responsibility or liability for investigating or verifying the accuracy of any content or any other information contained in such postings.

**16. Security.** Member agrees that Member is solely responsible for acquiring and maintaining technology and procedures to assure the security of Member's Internet connection. NewLaw shall implement reasonable and appropriate security procedures consistent with prevailing industry standards to protect data from unauthorized access by physical and electronic intrusion; Member agrees that NewLaw shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to NewLaw at the time.

**17. Adverse Actions.** If the Member is: (i) served with a lawsuit relating to the delivery, advertising, and/or promotion of legal services; or (ii) the subject of a federal, state, or local investigation or enforcement action, to include, material tax delinquencies, tax fraud, and/or tax evasion; and/or (iii) the subject of a Bar Investigation, Member must notify NewLaw of the event, in writing, within five business days of the Member being served with a lawsuit, notice of investigation, enforcement action, or a subpoena issued by a Bar Association, government entity, or regulatory body.

**18. Limitation of Liability.** MEMBER UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL NEWLAW'S LIABILITY TO MEMBER, IN CONTRACT AND/OR IN TORT, CONNECTED TO, BASED ON, OR ARISING UNDER, THIS AGREEMENT, OR FOR ANY CAUSE OF ACTION OR INDEMNIFICATION WHATSOEVER, EXCEED THE FEES THAT MEMBER HAS PAID TO NEWLAW UNDER THIS AGREEMENT, CALCULATED AT THE TIME OF THE OCCURRENCE GIVING RISE TO SUCH CAUSE OF ACTION CLAIM, AND/OR INDEMNIFICATION. NEWLAW SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL,

INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUES, OR LOST SALES, WHETHER SUCH LIABILITY ARISES IN BREACH OF CONTRACT OR WARRANTY, TORT, INCLUDING

 _____ Member Initials

NEGLIGENCE, OR ANY OTHER CAUSE OF ACTION ARISING DURING THE DURATION OF THE AGREEMENT, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NO CLAIM MAY BE BROUGHT BY MEMBER AGAINST NEWLAW ON ANY GROUNDS IF THE EVENTS GIVING RISE TO SUCH CLAIM OCCURRED AND WERE KNOWN, OR SHOULD HAVE REASONABLY BEEN KNOWN BY MEMBER, MORE THAN ONE YEAR PRIOR TO THE DATE SUCH CLAIM IS FILED. THIS SECTION SURVIVES TERMINATION OF THIS MMA FOR ANY REASON.

**19. Notices.** Both Member and NewLaw agree to give notice, in writing, to one another by means of electronic mail (e-mail). Notice is deemed given at the time of electronic delivery.

a. Member shall give notice to NewLaw by email to support@newlawbusinessmodel.com. b. NewLaw shall give notice to Member by email to the email address Member provided to NewLaw upon enrollment in the Program and has kept current as per this Agreement.

**20. Dispute Resolution.**

A. If a dispute, controversy, or claim arises out of or relating to this Agreement or the alleged breach thereof, and if the dispute cannot be settled through negotiations within 30 days, the Parties agree to endeavor first to settle the dispute by mediation before resorting to arbitration. The Parties will select a mediator by mutual agreement within 30 days. The mediator must have a place of business within Boulder County, Colorado. If there can be no such agreement, each Party will submit a list of five mediator choices to the other, rank-ordered by preference, and each having a place of business within Boulder County, Colorado. Unless an individual is on both lists, the mediator will then be selected based on further discussion. If this process does not result in the selection of the mediator, then the Parties agree to let NewLaw select the mediator.

B. If the mediation does not resolve the dispute within 60 days of the first mediation session, or when the Mediator declares an impasse, the Parties agree that the dispute shall be resolved by final and binding arbitration in accordance with the Commercial Rules of the American Arbitration Association (AAA) before a single Arbitrator. The Arbitrator will be neutral. The arbitration will be held in Boulder County, Colorado. The Arbitrator may award the prevailing Party costs and/or attorneys' fees for the Arbitration. The Arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute; however, the Parties waive any right to recover such damages. Any State's law invalidating Section 24(B) shall not affect the validity of Section 24(A) herein.

C. The Parties understand that arbitration is final and binding and that the Parties are waiving their rights to other resolution processes, such as court action or administrative proceedings.

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**21. Mutual Indemnification**. Each of the Parties to this Agreement shall indemnify the other against any cost or expense, or similar items, incurred by the other Party as a result of any claim by a third party that the execution of this Agreement, or the terms thereof, violate any other agreements to which the indemnifying Party is subject.

**22. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado without reference to its conflict of laws principles.

**23. Attorneys' Fees**. In the event of any dispute between the Parties concerning the terms and provisions of this Agreement, the Party prevailing in such dispute shall be entitled to collect from the other Party all costs incurred in such dispute, including reasonable attorney's fees.

**24. Complete Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any other understandings.

**25. Severability**. Should any provision of this Agreement be or become invalid, void, illegal, or unenforceable, such provision shall be considered separate and severable from the Agreement, and the remaining provisions shall remain in full force and be binding upon the parties as though such invalid, void, illegal, and unenforceable provision had not been included.

**26. Survival.** All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

**27. Modification.** NewLaw reserves the right to change the terms of this Agreement with email notice to Member, and an opportunity for Member to opt-out of the amended agreement, if desired. NewLaw shall provide written notice, email being sufficient, when material changes are made. It is Member's obligation to keep an updated email address on file with NewLaw.

**28. Assignment.** Member may not assign this Agreement to any third party without the prior written consent of NewLaw. NewLaw may assign its rights to enforce this Agreement, which includes the collection of monies owed under this Agreement, to a third party upon written notice to Member.

**I have read, understand, and agree to the terms of this Agreement:**

**Date:** _____

**Member Name:** _____

**Signature:** _____

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# Personal Family Lawyer Membership
# Growth Guarantee Details & Requirements

The PFL program is effective for every lawyer who diligently and fully engages with its methodologies. NewLaw commits to exerting all reasonable efforts to ensure your success as a PFL Firm, and guarantees your success as follows if you meet the eligibility criteria:

1. **Growth Guarantee for Existing Firms.** NewLaw guarantees a revenue increase for existing estate planning firms of $150,000 within the first 12 months following the Member's completion of the PFL assessment. $150,000 of revenue is achieved with a minimum of three new clients per month at an average fee of $4,500.

2. **Growth Guarantee for New Firms.** NewLaw guarantees that brand new estate planning firms that have not yet earned revenue providing estate planning will double their investment and earn a minimum of $42,000 within the first 12 months following the Member's completion of the PFL assessment (assuming an initial yearly investment of $21,000).

If Member meets all of the eligibility criteria for their category of the Growth Guarantee and still does not achieve the guaranteed revenue growth, NewLaw will extend Member's PFL membership at no charge until such time as the applicable Growth Guarantee measure has been met.

## Growth Guarantee Eligibility and Terms

1. **Growth Guarantee Eligibility.** To qualify for the additional support as promised under the PFL Growth Guarantee, Member must adhere to the following:

   a) Submission of Monthly Surveys. Member is required to submit a Monthly Survey for each month during the 12-month period following the passing of the PFL Assessment. This is to enable NewLaw to track the Member's success and identify support needs.

   b) Participation in Scheduled Coaching Calls. Member must attend all scheduled calls with their assigned one-on-one coach as part of the program's support structure.

   c) Complete the Business Success Planner. Member must report their metrics and action items on a quarterly basis prior to scheduled coaching calls to facilitate an accurate assessment of their progress and adherence to the program's objectives.

d) Attendance and Participation in Recommended Group Coaching Calls or Laser Sessions. Member is required to attend and actively participate in all group coaching calls or Laser Sessions officially recommended by their coach within 30 days of receiving the recommendation. In cases where attending live is not feasible, Member may alternatively watch the call recording. However, Member must submit a summary of notes taken from the call and relevant questions to their coach as a demonstration of their engagement and to address any queries Member might have. This active engagement is essential for the full realization of the program's benefits and the achievement of the growth objectives outlined in the program.

e) Successfully pass the PFL assessment.

f) Provide accurate and complete financial records related to estate planning services to NewLaw for the purpose of calculating the growth in revenue as detailed below. It is the Member's responsibility to ensure the reliability and integrity of the financial information provided.

2. **Calculation of Growth for Existing Firms.** For the purposes of this Growth Guarantee, the calculation of revenue growth shall be as follows:

a) The baseline revenue figure shall be established by calculating the average monthly revenue of the Member from estate planning services for the three (3) months immediately preceding the date of purchase
of the PFL program. This figure will then be annualized to project a full year's revenue.

b) The comparison revenue figure shall be determined by calculating the average monthly revenue of the Member from estate planning services for the tenth (10th) to twelfth (12th) months inclusive, following their successful passing of the PFL assessment. This figure will then be annualized to project a full year's revenue.

c) The growth in revenue shall be assessed by comparing the annualized comparison revenue figure with the baseline revenue figure. The Guarantee shall be deemed fulfilled if this growth meets or exceeds a $150,000 annualized increase.

d) For the purpose of this Guarantee, only the revenue generated from estate planning services shall be considered. Revenue from other legal services offered by the Member's firm will not be included in the calculation for the Growth Guarantee.

**3. Calculation of Growth for New Firms.** For the purposes of this Growth Guarantee, the calculation of revenue growth shall be as follows:



a) The comparison revenue figure shall be determined by calculating the average monthly revenue of the Member from estate planning services for the tenth (10th) to twelfth (12th) months inclusive, following their successful passing of the PFL assessment. This figure will

then be annualized to project a full year's revenue.

b) The Guarantee is deemed fulfilled if this annualized revenue figure is at least double the Member's investment in the program for the initial term. For example, if a Member's investment is $21,000, the guaranteed minimum annualized revenue would be $42,000.

4. **Fulfillment of Growth Guarantee Terms.** Should Member fulfill all eligibility criteria and program requirements but not achieve the minimum guaranteed revenue for their applicable Growth Guarantee, NewLaw shall extend the Member's membership in the PFL program at no charge until the applicable Growth Guarantee revenue goals have been achieved, at which point Member will begin payment to NewLaw again for a regular PFL Membership until such time as Member submits a notice of cancellation.

***I have read and understand the terms of the PFL Growth Guarantee as detailed in this agreement. Should I choose to, I will formally request to activate the PFL Growth Guarantee, thereby agreeing to adhere to all conditions and requirements specified herein.***

**Member Name: _____**

**Member Signature: _____**
**Date:_____**

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