

THIS REPRESENTATION AGREEMENT (THIS “AGREEMENT”) IS A BINDING AGREEMENT BETWEEN YOU, AS THE CLIENT, AND THE LAW FIRM ACCEPTING YOUR REQUEST FOR REPRESENTATION (the “FIRM”). IF YOU CLICK “I AGREE” AT THE BOTTOM OF THIS AGREEMENT, YOU AND YOUR HEIRS WILL BE BOUND BY THESE TERMS. YOU ARE NOT REQUIRED TO AGREE TO THESE TERMS BUT, IF YOU REJECT THEM, YOU WILL NOT RECEIVE THE LEGAL SERVICES YOU OTHERWISE ARE ENTITLED TO RECEIVE IN CONNECTION WITH THE EZLAW SERVICES.

#### 1. Purpose.

1.1. General. The purpose of this Agreement is to confirm the scope of the engagement and the nature of the services the Firm will render in connection with the EZLaw Service you have purchased through EZLaw, Inc.

1.2. Attorney-Client Relationship. No attorney-client relationship is created by virtue of your acceptance of this Agreement, your use of the EZLaw Service or Web Site, your entry or storage of information or documents using the EZLaw Service or your request that a particular law firm or attorney represent you. Such a relationship will be formed only after a law firm you have selected accepts your request for representation, and you have granted that law firm access to your Document and related information through the EZLaw Service.

#### 2. Scope of Engagement.

2.1. The Firm’s engagement under this Agreement is to perform the following services (collectively the “Legal Services”):

2.1.1. Review a single draft document you create through the EZLaw Service (the “Document”) and the information you supply through EZLaw in the course of creating it,

2.1.2. Consult with you by telephone regarding the Document, the appropriateness of the Document for your needs and to answer your questions about the Document,

2.1.3. Revise the Document in light of the consultation and the Firm’s analysis of the facts and law, and

2.1.4. Provide you with a final version of the Document with instructions for signing it.

The Firm may also (i) provide advice regarding the need or advisability of obtaining additional legal documents, or (ii) provide alerts concerning reasonably observable legal problems falling inside or outside of the scope of the Legal Services.

2.2. Nothing will preclude you from engaging the Firm to perform additional or different services, including in connection with the Document. Additional services you may wish to procure from the Firm or another law firm include (i) rewriting or substantially revising the Document, or drafting a different instrument to replace the Document, (ii) providing tax advice or tax planning services, and (iii) executing a Document either on your behalf or as a witness.

Those services are not covered by this Agreement, but may be the subject of a separate agreement and an additional fee as the parties mutually agree.

3. Attorney Providing Services. The attorney from the Firm selected through EZLaw (the “Participating Attorney”) will be the attorney responsible for performing the Legal Services. If for any reason the Participating Attorney is unavailable to perform the Legal Services in a timely manner, the Firm will offer you the services of a different attorney. You, in your sole discretion, may accept the substitute attorney or ask EZLaw to arrange for you to be served by a different law firm provider.

4. Reliance on the Information and Data You Provide. In the course of providing Legal Services, the Firm will rely on the information and data you provided through EZLaw and during the telephone conversation. You are solely responsible for, and the Firm has no obligation to confirm independently, the accuracy and completeness of that information.

5. Fees and Costs.

5.1. Fees and costs for EZLaw Service. The Firm’s fee for the Legal Services will be the amount you agreed to pay in the course of purchasing the EZLaw Service, and the Firm will collect the applicable amount from EZLaw. There may be additional costs and expenses relating to your legal matter, for example, document preparation fees, notarization fees, postage, photocopying, and other similar expenses, that you are solely responsible for paying.

5.2. Fees and costs for additional legal work. The Firm may assess additional fees and related charges if you agree to purchase from the Firm services other than the Legal Services, or if the Firm incurs additional expenses at your request.

6. Your Obligations. In order to help ensure that the Legal Services meet your needs to the greatest practicable extent, you agree to:

6.1. Make yourself available for the telephone consultation with the Participating Attorney at the scheduled time;

6.2. Carefully review and consider any information or advice provided by the Participating Attorney before making any major decisions;

6.3. Inform the Participating Attorney about any new developments in or information about the matter (e.g., new facts or circumstances, etc.) changing the information you previously provided through EZLaw or directly to the Participating Attorney;

6.4. Respond to the Participating Attorney's communications, through EZLaw and otherwise, as soon as reasonably possible; and

6.5. Otherwise cooperate with and assist the Participating Attorney to provide the Legal Services and effectively represent you.

7. No Guarantee of Outcome.

7.1. Neither the Firm nor the Participating Attorney has made any representations, promises,

warranties, guarantees, or predictions to you, express or implied, regarding any results that will or will not occur as a result of Legal Services, and nothing in this Agreement shall be construed as such a representation, promise, warranty, guarantee, or prediction.

7.2. You acknowledge that the time limitation for the Legal Services could mean that a thorough review of your Document cannot be completed. For example, the Participating Attorney cannot and does not make any representation that all of your questions can be fully explored and discussed in that time frame. Therefore, important aspects of your situation may not be addressed. If important aspects are not covered, these limitations may negatively affect the scope and/or accuracy of the Legal Services.

## 8. EZLaw Release

8.1. General. You acknowledge that, irrespective of any role EZLaw may have played to facilitate your obtaining the services of the Firm and Participating Attorney, the Firm and Participating Attorney are solely responsible for the delivery of Legal Services to you. You acknowledge that EZLaw has not given and will not give you any legal advice, opinions, or recommendations about your legal rights, remedies, defenses, options, selection of forms, or strategies.

8.2. Release. You agree that under no circumstances will EZLaw be responsible for, and you agree to release and hold EZLaw harmless from, any claims relating to (i) the quality of the Legal Services or any other service performed by the Firm or Participating Attorney, (ii) your satisfaction, or any other person's satisfaction, with the Firm or Participating Attorney, (iii) the results of any advice given by or representation from the Firm or Participating Attorney; (iv) the failure or refusal of the Firm or Participating Attorney to respond to or consult with you or any other person.

8.3. Limitation of Liability. In the event that EZLaw is found liable for any matter relating to the Legal services, EZLaw's liability will be limited to the amount you paid for the Legal Services in question. **UNDER NO CIRCUMSTANCES WILL EZLAW BE LIABLE TO YOU OR ANY OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES.**

## 9. Expiration; Termination.

9.1. Expiration. This Agreement will expire with respect to a particular Legal Service and the relevant Firm and Participating Attorney on the date the Firm completes the Legal Services and provides you with notice through EZLaw ending the representation. You will provide the Firm with such consents, approvals or acknowledgement as the Firm may reasonably request to confirm the end of its representation of you.

9.2. Termination by You. You may terminate this Agreement for any or no reason by providing written notice to the Firm, to the attention of the Participating Attorney, which notice shall be effective when received by the Participating Attorney. Unless mutually agreed between you and the Participating Attorney, neither the Firm nor Participating Attorney will provide further service under this Agreement after the notice is received.

9.3. Termination by the Firm. The Firm may terminate this Agreement if, in the Firm's sole

judgment, you have failed to fulfill one of your material obligations under this Agreement, for other good cause, or for any other reason authorized by law (including the ethical rules governing lawyers in the Participating Attorney's jurisdiction). If the Firm determines it formerly represented or currently represents another client whose interests' conflict, or are likely to conflict, with your interests, the Participating Attorney reserves the right to terminate this Agreement.

9.4. Obligations upon Termination. In any event of termination, the Firm and the Participating Attorney will take steps to the extent reasonably practicable to protect your interests, such as surrendering papers and property to which you may be entitled. The Firm and the Participating Attorney may retain papers relating to the engagement to the extent permitted by law.

9.5. Survival. Sections 4, 6, 7, 8 and 11 will survive the expiration or termination of this Agreement.

10. Document Retention. Once this engagement is complete, the Firm will arrange to return any records you have provided relating to the engagement if you so request. In that situation, the Firm may make copies, at its expense, of any of those records.

## 11. General.

11.1. Law. This Agreement is governed by the laws of the state in which you reside on the date you accept the terms of this Agreement, without regard to that state's conflict of law provisions.

11.2. Force Majeure. The Firm will not be liable for any damage, delay, or failure of performance resulting directly or indirectly from a Force Majeure. Force majeure includes but is not limited to any cessation, interruption, or delay in the performance of its obligations hereunder by reason of earthquake, flood, fire, storm, lightning, drought, landslide, hurricane, cyclone, typhoon, tornado, natural disaster, act of God or the public enemy, epidemic, famine or plague, action of a court or public authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or similar event beyond our reasonable control, whether foreseen or unforeseen. If a Force Majeure continues for more than sixty days in the aggregate, the Firm may immediately terminate these Terms of Service and shall have no liability to you for or as a result of any such termination. If a Force Majeure occurs, the affected party will notify the other parties and make commercially reasonable efforts to mitigate the adverse effects of the Force Majeure on the performance of the Agreement.

11.3. Waiver. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

11.4. Severability. If any non-material term of this Agreement is held invalid or unenforceable for any reason, the invalidity will not affect the validity of the remaining provisions of this Agreement, and the parties will substitute with a valid provision which most closely approximates the intent and economic effect of the invalid provision.