

## NextChapter Virtual Paralegal Service Agreement

Please read this Service Agreement ("Agreement") carefully before purchasing NextChapter's Virtual Paralegal service (herein after referred to as "NextChapter VPs") operated by NextChapter BK, Inc. ("NextChapter@", "us", "we", or "our"). By purchasing NextChapter VPs, you agree to be bound to these terms.

Upon execution of this Agreement and transmission of the required payment, NextChapter VPs will assign an individual paralegal to your case. The following sets forth the responsibilities of each party for a successful engagement.

### NextChapter VPs Duties:

1. Create a secure and confidential working environment both online and off-line for Attorney's client files.
2. Review client data and, if authorized by Attorney, contact Attorney's client(s) to obtain any missing information. If communicating directly with client(s), NextChapter VPs paralegals will represent themselves as working under the direction of Attorney.
3. Update case status in the "Comments" section in NextChapter so Attorney can check progress of the case.
4. As directed by Attorney, perform any of but not limited to the following duties:
  - Draft pleadings
  - Motion practice
  - Due diligence reporting
  - Case management
  - Docket monitoring
  - Discovery management
  - Proofreading and cite checking
  - Contract drafting
  - Electronic filing
  - Prepare corporate governance documents
  - Trial preparation
5. Alert Attorney when any documents are ready for review in NextChapter.
6. Make necessary changes to any documents per Attorney's instructions.
7. Once approved and as directed by Attorney, file any documents to the Court through electronic filing.
8. Obtain Attorney review and approval for all work products.
9. Maintain in confidence and refrain from: (i) disclosing any confidential client information received from the Attorney other than to employees or agents who have a need to know the confidential information; and (ii) making any copies of confidential information, unless otherwise instructed by Attorney.
10. Upon demand by Attorney, return all tangible materials furnished hereunder, including any notes, memoranda of conversations, or any copies thereof.

### Attorney Responsibilities:

1. Adhere to all professional responsibility obligations, including but not limited to making appropriate disclosures to and getting appropriate authorization from client regarding outsourcing of services to NextChapter VPs.
2. Provide clear and detailed instructions for the work expected from NextChapter VPs.
3. Timely review all work product drafted by NextChapter VPs. If desired, direct NextChapter VPs to file any documents or motions to the Court through electronic filing.

In executing this Agreement, Attorney represents and warrants that Attorney is duly licensed to practice law in the relevant jurisdiction, and that Attorney's representation that is the subject of NextChapter VPs complies with all applicable laws, regulations, rules of professional conduct, and agreements with third parties. Attorney represents and warrants that, in

filing the bankruptcy petition and schedules or directing NextChapter VPs to so file, Attorney has reviewed the information contained therein, confirmed the accuracy of such information with the client as necessary.

### **Fee Schedule for Services**

The fee for service is \$50 per hour. The work completed by NextChapter VPs will be tracked through NextChapter's time tracker and all time entries will include a detailed description of the work completed by the NextChapter VP. Attorney may purchase the service of NextChapter VP in increments of 5 hours. Upon acceptance and review of an assignment NextChapter VP will immediately alert NextChapter and Attorney if it is estimated that more time will be needed to complete the work requested. Attorney can review and decide if they would like to proceed with the time purchased or purchase more time, however if more time is not purchased, the complete scope of the project may not be completed with the amount of time purchase. Time purchased must be used within 60 days of purchase and can be allotted to multiple tasks.

### **Payment Terms**

NextChapter VPs will begin work on a case after the full fee for scheduled services is processed. No refunds or credits will be issued for work completed, even in the event that cases are placed on hold or cancelled by client(s). Any unused time can be distributed to other tasks needed.

### **Term and Termination**

**This Agreement shall commence as of the date of purchase and shall continue until termination by either Party or expiration of the purchased time allotment; provided, however, that any term of this Agreement that, by its terms, is intended to survive termination thereof shall so survive. Either Party may terminate this Agreement at any time for any reason by sending written notice of such termination to the other Party. Upon termination, Attorney shall cease requesting or receiving any Services pursuant to this Agreement and shall refrain from representing in any capacity that he or she is affiliated with NextChapter. Should Attorney terminate this Agreement pursuant to this Section, Attorney understands that no refunds or credits will be issued for any reason. Should NextChapter terminate the Agreement pursuant to this section, NextChapter shall issue a refund for any purchased but unused time as of the termination date.**

### **Confidentiality**

Attorney agrees to treat as confidential any information not generally known to the public, in spoken, printed, electronic, or any other form or medium, relating directly or indirectly to the business, products, or clients of NextChapter VPs or NextChapter. Attorney agrees not to directly or indirectly (i) disclose, publish, communicate, or make available such information to any entity or person, or (ii) use any such information except as required in performing Attorney's obligations set forth in this Agreement.

### **Non-Solicitation**

During the term of this Agreement and for a period of twelve months thereafter, Attorney shall not, directly or indirectly, in any manner solicit as an employee or independent contractor any person who performed any work under this Agreement on behalf of NextChapter VPs, unless Attorney and such individual had a substantial pre-existing relationship.

### **Acknowledgements; Representations; Disclaimers**

Attorneys understands, agrees and acknowledges that NextChapter VPs will gather and incorporate data at the direction of Attorney, and that neither NextChapter VPs nor NextChapter is responsible for the substance of the filed bankruptcy petition and schedules. Review, approval and filing of the petition and schedules is the sole responsibility of Attorney.

NextChapter VPs represents and warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner. NextChapter VPs shall not be liable for a breach of the warranty set forth in the preceding sentence unless Attorney gives written notice of the perceived defect, reasonably described, to NextChapter VPs within fifteen (15) days of the time when Attorney discovers or ought to have discovered the perceived defect, at which time NextChapter shall, in its sole discretion, either: (1) assign a different paralegal to Attorney's case; or (2) credit or refund the payment to Attorney. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, NEXTCHAPTER AND NEXTCHAPTER VPS HEREBY DISCLAIM ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

NextChapter VPs represents and warrants that it will make available materials regarding the unauthorized practice of law ("UPL") to all individual paralegals participating in the NextChapter VPs program. Attorneys understands, agrees and acknowledges that NextChapter VPs does not monitor each individual paralegal's communications with clients, and that NextChapter VPs is not responsible for any individual paralegal's engagement in UPL.

Upon execution of this Agreement, NextChapter VPs will use best efforts to staff an individual paralegal to Attorney's case via NextChapter VPs' cultivated network of paralegals. In the event that NextChapter VPs is unable to properly staff an engagement, NextChapter VPs shall immediately terminate this Agreement, notify Attorney and refund the payment. Such termination shall not constitute a breach of this Agreement and NextChapter shall not be responsible for any damages resulting therefrom.

### **Indemnification and Limitation of Liability**

Attorney shall defend, indemnify, and hold harmless NextChapter and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from any third-party claim, suit, action, or proceeding arising out of, resulting from, or asserting facts that, if true, constitute Attorney's breach of any representation, warranty, or obligation set forth in this Agreement.

IN NO EVENT WILL NEXTCHAPTER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER NEXTCHAPTER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL NEXTCHAPTER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO NEXTCHAPTER UNDER THIS AGREEMENT.

### **NextChapter Terms of Service**

Attorney's use of NextChapter VPs and the NextChapter platform (including MyChapter) is subject at all times to the NextChapter Terms of Service, available at <https://nextchapterbk.com/terms>.