# 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. Input all data into NextChapter, either through a client questionnaire provided by Attorney or by importing the completed case information from MyChapter.
- 3. Review debtor data and, if authorized by Attorney, contact the debtor(s) to obtain any missing information. If communicating directly with debtor(s), NextChapter VPs paralegals will represent themselves as working under the direction of Attorney.
- 4. Perform NADA or Kelly Blue Book valuation search and provide Attorney with a PDF copy to place in debtor(s) efile for 341 Meeting of Creditors.
- 5. Perform Zillow or RealtyTrac property valuation search if client does not have Appraisal of Property within one (1) year.
- 6. Conduct a Court site internet search for all criminal records in debtor(s)' name within county of residence, with the goal of discovering any withheld criminal record information.
- 7. Conduct a real property search and provide Attorney with a PDF copy of all recorded deeds and mortgages if LANDACCESS or Recorder's Office documents are accessible in county of residence.
- 8. Update case status in the "Comments" section in NextChapter so Attorney can check progress of the case.
- 9. Communicate to Attorney (or designated employee) any identified issues such as unexempt equity or potential fraud, with the goal of protecting Attorney from court fines and/or embarrassment at the 341 Meeting of Creditors.
- 10. As directed by Attorney, prepare a draft of the bankruptcy petition and all schedules, including the Means Test.
- 11. Alert Attorney when the forms are ready for review in NextChapter.
- 12. Make necessary changes to draft of bankruptcy petition per Attorney's instructions.
- 13. If directed by Attorney, email a copy of the petition to the debtor for review prior to signing appointment.
- 14. Once approved and as directed by Attorney, file the case to the Court through electronic filing.
- 15. Prepare and file additional motions and documents as requested by Attorney on an hourly basis.
- 16. Maintain in confidence and refrain from: (i) disclosing any confidential debtor 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.
- 17. 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 debtor regarding outsourcing of services to NextChapter VPs.
- 2. Provide all necessary information to NextChapter VPs, including debtor questionnaires and/or completed case information from MyChapter. Scan and save any documents or information about the case to the "Client Document Storage Folder."

- 3. Timely and thoroughly review debtor information in MyChapter and, if desired, authorize NextChapter VPs to obtain additional information from debtor.
- 4. Once debtor information is complete, if desired, direct NextChapter VPs to prepare a draft of the bankruptcy petition and all schedules, including the Means Test.
- 5. Send bankruptcy petition and schedules to debtor for review or direct NextChapter VPs to do so.
- 6. Timely approve bankruptcy petition and all schedules. If desired, direct NextChapter VPs to file case 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 debtor, and supplemented the petition and schedules as necessary.

### Fee Schedule for Services

Chapter 7 (Personal)	\$300
Chapter 7 (Business)	\$350
Emergency Chapter 7	\$500
Chapter 13 (without Plan)	\$300
Chapter 13 (with Plan)	\$600
Emergency Chapter 13 (without Plan)	\$500
Emergency Chapter 13 (with Plan)	\$800
Chapter 11 Individual	\$650
Chapter 11 Business	\$850
Update Expired Means Test	\$100
Additional Paralegal Services (per hour)	\$50

NOTE: An additional cost will be applied for cases over 50 creditors and other unique circumstances.

### **Additional Fees for Expiration of Means Test**

When NextChapter VPs submits a final bankruptcy petition to Attorney, Attorney has thirty (30) days to review the petition and make any changes before filing. However, if the Attorney does not review the finished petition within thirty (30) days, the Means Test will expire and the petition cannot be filed.

In order to file the petition, NextChapter VPs must contact the debtor, obtain the updated figures of for income, expenses and other assets and make changes to most of the Schedules and Forms of the bankruptcy petition. To compensate

NextChapter VPs for additional time it takes to prepare the updated Schedules and Forms, there will be an additional \$100.00 charge to the Attorney.

### **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, even in the event that cases are placed on hold or cancelled by debtor(s).

To the extent Attorney requests additional work outside the scope of contemplated services, any such work shall be billed to Attorney at NextChapter VPs' hourly rate. Attorney shall transmit such payments within thirty days.

### 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 debtors, 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.

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### 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.

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