

This Virtual Concierge Agreement is by and between **Estate System LLC d/b/a Legacy System (“Legacy System” or “Provider” or “we” or “us” or similar), and the customer using the Services as defined below (“Recipient” or “you” or “your” or similar)**. This agreement is effective on the date that the Customer first makes any payment for or toward the Services as defined below (the “Effective Date”).

As of the Effective Date, you agree that you are legally bound by these terms, and you represent and warrant that:

- (i) you have read and understand this agreement;
- (ii) you are at least eighteen (18) years old; and
- (iii) you have the right, power, and authority to enter into this agreement on behalf of Customer and to bind Customer to these terms.

WHEREAS, Legacy System offers services to communicate with specific prospects and clients on behalf of estate planning attorneys, and Customer intends to utilize such services.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Legacy System and Customer agree as follows:

1. Description of Services

During the term of this agreement, the Provider will provide to the Recipient the services described in Exhibit “A” (collectively, the “Services”). The Recipient acknowledges that the Provider is able to deliver the highest quality service only if the Recipient follows the Provider’s prescribed process, and as such, the Provider reserves the right to refuse service if the Recipient does not comply with the prescribed process.

2. Recipient’s Representation as to Licensure Status, Access to Software, and Indemnification as to Unauthorized Practice of Law.

The Recipient guarantees that at the time this agreement is entered into and at all times while this agreement is in effect, the Recipient or its principal is an attorney licensed in good standing in any state in which they hold themselves out as available for legal services.

The Recipient acknowledges that he/she/it is the sole and exclusive party responsible for providing any and all legal advice to their own prospective clients and clients, and that the Provider is not in any way providing legal advice to the Recipient or any of the Recipient’s prospective clients or clients. The Provider is further not representing in any way that she/he/it has reviewed for consistency or alignment with any applicable state or federal law any legal documents prepared for the Recipient. The Recipient acknowledges his/her/its ultimate responsibility for any and all content in any and all legal or related documents prepared for or provided to the Recipient’s prospective clients or clients.

The Recipient agrees to indemnify and hold the Provider harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Provider that result from the acts or omissions of the Recipient, and/or the Recipient’s employees, agents, or representatives, under this provision.

3. Client Confidentiality

The Provider acknowledges that as part of the provision of the Services to the Recipient, the Recipient will be sharing confidential client information with the Provider. The Provider will maintain the confidentiality of such information except as required by law.

4. File Storage

The Provider will maintain files generated or prepared on the Recipient’s behalf for a period of 12 months from creation. The Recipient may request copies of specific files prepared by the Provider, which the Provider will deliver to the Recipient within 14 days of any written request.

5. Payment

Payment shall be made by the Recipient to the Provider according to the published fee schedule.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 15 percent per year, or the maximum percentage allowed under applicable Nevada laws, whichever is less.

In addition to any other right or remedy provided by law, if the Recipient fails to pay for the Services when due, the Provider has the option to treat such failure to pay as a material breach of this agreement, and may cancel this agreement and/or seek legal remedies.

6. Term

This agreement may be terminated by either party at any time. The Recipient forfeits any credits remaining as of the time of notice.

7. Work Product Ownership

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the “Work Product”) developed in whole or in part by the Provider in connection with the Services will be the exclusive property of the Provider. Upon request, the Recipient will execute all documents necessary to confirm or perfect the exclusive ownership of the Provider to the Work Product.

8. Confidentiality

The Recipient, and its employees, agents, or representatives, will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Recipient, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Provider. The Recipient and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this agreement. Any oral or written waiver by the Provider of these confidentiality obligations which allows the Recipient to disclose the Provider’s confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences. Except as to estate planning documents prepared for the Recipient under this agreement, upon termination of this agreement, the Recipient will return to the Provider any records, notes, documentation and other items that were used, created, or controlled by Provider during the term of this agreement.

9. Warranty

The Provider shall provide its services and meet its obligations under this agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to the Provider on similar projects.

10. Default

The occurrence of any of the following shall constitute a material default under this agreement:

The failure to make a required payment when due.

The insolvency or bankruptcy of either party.

The subjecting of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

11. Attorneys' Fees and Collection Costs

If there is dispute relating to any provisions in this agreement, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

12. Remedies

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 14 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

13. Force Majeure

If performance of this agreement or any obligation under this agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed

within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

14. Dispute Resolution

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

15. Entire Agreement

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this agreement. This agreement supersedes any prior written or oral agreements between the parties.

16. Severability

If any provision of this agreement will be held to be unenforceable or invalid for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

17. Modification

This Agreement may be modified from time to time, and all modifications are effective as of the publish date of such, with or without advance notice to you.

18. Governing Law

This agreement shall be construed in accordance with the laws of the State of Nevada.

19. Notice

Any notice or communication required or permitted under this agreement shall be sufficiently given if delivered by electronic mail to support@legacysystem.com and only once opened by us. It is the Recipient's responsibility to ensure the email has arrived successfully.

20. Waiver of Contractual Right

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

21. Construction and Interpretation

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

22. Assignment

Neither party may assign or transfer this agreement without the prior written consent of the non-assigning party, which approval may be withheld for any reason by either party.

EXHIBIT "A": DESCRIPTION OF SERVICES

- All tasks outlined in the Virtual Concierge Checklist here:
https://docs.google.com/spreadsheets/d/1dq_g5vaok21VuqYCb6VK6K6AoYCLpSpvGsbmqGhDr4/edit?usp=sharing
- Pricing: \$495 for 10 hours
- Exclusions: Anything not expressly included in the document linked above is intentionally excluded from the Lawmatics Starter Pack.

Contact Us

Please direct any questions and concerns regarding this agreement to us at:

Estate System LLC d/b/a Legacy System
Address: 304 S. Jones Blvd #1784, Las Vegas, NV 89107
Telephone: (720) 248-7707
Email Address: support@legacysystem.com