

SPRINTLAW TECH LLC

TERMS AND CONDITIONS

Platform and Membership Terms (United States)

These Platform and Membership Terms, together with any Quote and any Plan or pricing page we make available to you (collectively, these **Terms and Conditions**), are entered into between you (the person or organization accepting these Terms and Conditions, referred to as **you, your, or the Client**) and **Sprintlaw Tech LLC**, a Delaware limited liability company with a registered address at 1111B S Governors Ave #81271, Dover, DE 19904 (referred to as **Sprintlaw Tech, we, us, or our**). These Terms and Conditions take effect on the date you accept them in accordance with clause 2.

Important: Sprintlaw Tech is not a law firm. Sprintlaw Tech is a technology-enabled legal services platform operator. Sprintlaw Tech is not a law firm, is not licensed to practice law in any U.S. jurisdiction, and does not provide legal advice, legal opinions, or legal representation. Sprintlaw Tech provides marketing, technology, intake, scoping, project-management, billing, client-communications, and related non-legal services.

In the United States, all legal services, legal advice, and legal representation are provided by **ElevateNext US, LLC**, an Arizona-licensed Alternative Business Structure law firm, by lawyers licensed in their respective U.S. states. **Your legal relationship for those services is with ElevateNext under a separate ElevateNext engagement letter that you accept directly with ElevateNext.** Nothing in these Terms and Conditions creates an attorney-client relationship between you and Sprintlaw Tech.

Capitalized terms used in these Terms and Conditions have the meanings given in clause 1. For more information about how our model works, please see clause 17 or our FAQs.

BACKGROUND

- (A) Sprintlaw Tech operates an online platform through which clients are sourced, onboarded, quoted, and managed, and through which client communications and project management are conducted.
- (B) Sprintlaw Tech is not a law firm and does not provide legal services. Legal services made available through the platform in the United States are provided by ElevateNext US, LLC, an Arizona-licensed Alternative Business Structure, under a separate engagement between ElevateNext and the Client.
- (C) Sprintlaw Tech offers a membership product comprising software and non-legal business services. These Terms and Conditions govern the relationship between the Client and Sprintlaw Tech in respect of the platform, the membership, and Sprintlaw Tech's non-legal services.
- (D) These Terms and Conditions are structured so that nothing in them authorizes, requires, or results in the unauthorized practice of law, or causes Sprintlaw Tech or any party to act inconsistently with any applicable rules of professional conduct.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following terms have the following meanings:

"Applicable Law" means all laws, statutes, regulations, rules, orders, and judgments of any governmental authority having jurisdiction that apply to a party or to these Terms and Conditions, including the Professional Rules to the extent applicable.

"Business Advice Calls" means has the meaning given in clause 5.2.

"Business Day" means any day other than a Saturday, Sunday, or a day that is a legal public holiday recognized by the U.S. federal government on which banking institutions are authorized or required by Applicable Law to close.

"Claim" means any claim, dispute, or controversy between you and Sprintlaw Tech arising out of or relating to these Terms and Conditions, the Sprintlaw Platform, the Membership, or Sprintlaw Tech's services, whether based in contract, tort, statute, or otherwise.

"Confidential Information" means has the meaning given in clause 19.1.

"Data Protection Laws" means all Applicable Laws relating to the processing of personal data, including the California Consumer Privacy Act and the California Privacy Rights Act, and any other applicable U.S. state or federal data-protection legislation, in each case as amended from time to time.

"Delivery Window" means has the meaning given in clause 11.2.

"ElevateNext" means ElevateNext US, LLC, an Alternative Business Structure licensed by the Arizona Supreme Court and registered with the Arizona Supreme Court Committee on Alternative Business Structures.

"ElevateNext Engagement" means the ElevateNext Client Terms of Engagement and the ElevateNext Terms of Business set out in Schedule 1, together with any engagement letter or supplementary terms entered into between you and ElevateNext, which together govern the Legal Services. The ElevateNext Engagement is a separate agreement between you and ElevateNext, and Sprintlaw Tech is not a party to it.

"Legal Services" means the legal services, legal advice, and legal representation provided by ElevateNext to clients in the United States, including fixed-fee legal services described in a Quote.

"Losses" means all losses, liabilities, damages, costs, charges, and expenses (including reasonable attorneys' fees), claims, demands, proceedings, fines, and penalties of any nature.

"Membership" means the software-and-services subscription offered by Sprintlaw Tech as described in clauses 4 and 5.

"Membership Discount" means has the meaning given in clause 6.1.

"Payment Provider" means has the meaning given in clause 13.

"Plans" means the Paid Plans and the Free Plan collectively; a "Paid Plan" is a paid Membership tier and the "Free Plan" is a free Membership tier with limited functionality.

"Professional Rules" means the rules of professional conduct and related regulatory requirements applicable to the practice of law in any jurisdiction in which ElevateNext provides Legal Services, including the Arizona Rules of Professional Conduct and the conditions of ElevateNext's Alternative Business Structure license.

"Quote" means a quote for fixed-fee Legal Services that we make available to you through the Sprintlaw Platform, setting out the scope of work, the fees, and (where applicable) the expected turnaround time.

"Scope" means has the meaning given in clause 8.3.

"Specified Days" means has the meaning given in clause 8.4.

"Sprintlaw Group" means Sprintlaw Tech and its affiliates, including Sprint Law Pty Ltd (which trades as "Sprintlaw" and operates in Australia) and Sprintlaw Ltd (which operates in the United Kingdom), each of which is a separate entity operating under separate terms.

"Sprintlaw Platform" or "Platform" means the proprietary technology platform owned and operated by Sprintlaw Tech (or other members of the Sprintlaw Group), including the related websites, web and mobile applications, and associated infrastructure.

1.2 In these Terms and Conditions, unless the context otherwise requires:

- (a) a reference to a clause is to a clause of these Terms and Conditions, and headings are for convenience only and do not affect interpretation;
- (b) words in the singular include the plural and vice versa, and a reference to a gender includes every gender;
- (c) "including", "includes", and "in particular" are to be read as if followed by "without limitation";
- (d) a reference to "writing" or "written" includes email and electronic communications through the Platform;
- (e) a reference to a statute or rule is to that statute or rule as amended, re-enacted, or replaced from time to time;
- (f) a reference to "\$" or "dollars" is to United States dollars; and
- (g) a reference to a "person" includes an individual, body corporate, partnership, or other legal entity; and
- (h) a reference to a Schedule is to a schedule to these Terms and Conditions. Schedule 1 (the ElevateNext Engagement) is included in these Terms and Conditions for convenience and for the purposes of acceptance; it constitutes a separate agreement between you and ElevateNext, to which Sprintlaw Tech is not a party, and nothing in Schedule 1 imposes any obligation on, or creates any liability for, Sprintlaw Tech.

2. ACCEPTANCE AND TERM

2.1 You may accept these Terms and Conditions by any of the following, each of which constitutes your agreement to be bound:

- (a) accepting a Quote through the Sprintlaw Platform (electronically or otherwise);
- (b) clicking to accept, checking a box, or otherwise indicating your acceptance through the Platform or by email;
- (c) subscribing to, or paying for, a Membership; or
- (d) continuing to use the Platform, or continuing to instruct us, after receiving these Terms and Conditions.

2.2 These Terms and Conditions take effect from the earlier of the date you first accept them under clause 2.1 and the date you first used the Platform, and continue until terminated in accordance with clause 24. No physical or electronic signature, and no countersignature by Sprintlaw Tech, is required for these Terms and Conditions to be binding.

2.3 We may update these Terms and Conditions in accordance with clause 26.4.

3. OUR U.S. OPERATING MODEL AND THE ELEVATENEXT ENGAGEMENT

- 3.1 **What Sprintlaw Tech does.** Sprintlaw Tech provides marketing, technology, intake, scoping, quoting, project-management, billing, client-communications, and related operational and administrative services in support of the delivery of Legal Services. Sprintlaw Tech does not provide legal advice, does not exercise legal judgment, and does not hold itself out as authorized to practice law.
- 3.2 **Who provides the Legal Services.** All Legal Services made available through the Platform in the United States are provided by ElevateNext, by lawyers licensed in their respective U.S. states.
- 3.3 **Separate ElevateNext Engagement.** The ElevateNext Engagement is set out in Schedule 1. By accepting these Terms and Conditions in accordance with clause 2, you simultaneously accept, and enter into, the ElevateNext Engagement directly with ElevateNext. The ElevateNext Engagement governs the Legal Services, the attorney-client relationship, conflicts, privilege, professional responsibility, and the handling of client funds, and ElevateNext will identify the specific ElevateNext lawyer responsible for your matter and the state in which that lawyer is admitted. **You remain subject to the ElevateNext Engagement at all times in respect of the Legal Services, and, in respect of anything concerning the Legal Services or the attorney-client relationship, the ElevateNext Engagement governs and prevails over these Terms and Conditions.**
- 3.4 **No attorney-client relationship with Sprintlaw Tech.** Nothing in these Terms and Conditions, and nothing Sprintlaw Tech does, creates an attorney-client relationship between you and Sprintlaw Tech or causes Sprintlaw Tech to provide legal advice. Any legal advice you receive is provided solely by ElevateNext under the ElevateNext Engagement.

4. OUR SERVICES

- 4.1 **Membership Services.** Sprintlaw Tech offers the Membership, a software-and-services subscription provided by Sprintlaw Tech directly. The Membership is a non-legal product of Sprintlaw Tech: it does not include, and Sprintlaw Tech does not provide, legal advice or Legal Services. The benefits of the Membership are set out in clauses 5 and 6, and you will pay for the Membership as set out in clause 7.
- 4.2 **Fixed-Fee Legal Services.** We will make available a Quote for fixed-fee Legal Services. The Legal Services described in a Quote are performed by ElevateNext, not by Sprintlaw Tech. If you request legal services beyond the scope and fees set out in a Quote, we may make available an additional Quote, and these Terms and Conditions will continue to apply.
- 4.3 **Expenses and disbursements.** You are responsible for paying expenses and disbursements (such as filing fees and other government or third-party charges) incurred in delivering Legal Services to you, provided we or ElevateNext inform you of them before they are incurred.
- 4.4 **No extra fees for using the Platform.** There is no separate or additional charge for using the Sprintlaw Platform itself. The fees for your Legal Services are those set out in your Quote and are arranged with, and charged by, ElevateNext. The price shown in your Quote is the price you pay for those Legal Services; Sprintlaw Tech does not add any platform fee, mark-up, or surcharge on top of it, and using the Platform is at no extra cost to you beyond the fees stated in your Quote. This is separate from any Membership fees you agree under clauses 6 and 7, and from expenses and disbursements under clause 4.3.

5. MEMBERSHIP SERVICES

- 5.1 **Scope.** The Membership is a software-and-services subscription provided by Sprintlaw Tech directly. It does not include legal advice or Legal Services, and nothing provided as part of the Membership constitutes legal advice or creates an attorney-client relationship. If you require legal advice or Legal Services, those are provided by ElevateNext under a Quote and the ElevateNext Engagement.
- 5.2 **Business Advice Calls.** Your Plan may give you access to a call-booking facility for business advice calls (**Business Advice Calls**). Business Advice Calls are a general business-information service staffed by Sprintlaw Tech's own team. They are **not legal advice, are not provided by lawyers, are not provided by ElevateNext, and must not be relied upon as legal advice or as a substitute for engaging ElevateNext for Legal Services**. To use Business Advice Calls, you must book them through the Platform. Business Advice Calls:
- (a) provide general, high-level business information and help you understand whether and how to engage fixed-fee Legal Services through the Platform;
 - (b) are available (at our discretion) by phone or video;
 - (c) are intended for simple, general questions of a business nature, and do not include reviewing documents or emails, applying law to your specific facts, or advising on your particular circumstances; and
 - (d) are limited to a maximum of 30 minutes.
- 5.3 **Fair Usage Policy.** Where your Plan permits unlimited Business Advice Calls, this is subject to a fair-usage policy. You must not use the Membership in a way that a reasonable person would consider unreasonable, including by: (i) requesting multiple Business Advice Calls on a single topic; (ii) using Business Advice Calls to obtain what is in substance legal advice, or to avoid purchasing Legal Services; (iii) using Sprintlaw Signatures more than 50 times a month; or (iv) requesting or pressuring our team to provide legal advice or answers to complex questions. We may determine whether the fair-usage policy has been breached and cancel your Membership, provided that you may request a refund of the fees for the current payment period if we enforce the policy. The full policy is available on our website.
- 5.4 **No legal or state-specific advice.** Business Advice Calls and the Membership cover general, non-jurisdiction-specific business information only. **We do not provide legal advice, and we do not provide advice that is specific to the law of any U.S. state or other jurisdiction, through the Membership or the business advice line.** Matters that require legal advice, document drafting or review, advice on a specific state or local law, or that involve disputes, litigation, debt collection, criminal law, urgent court action, tax, insurance, regulated industries, or personal legal matters are not part of the Membership and must be addressed (if at all) through fixed-fee Legal Services provided by ElevateNext. Some matters may require a lawyer admitted in a particular state, and ElevateNext will confirm whether the right coverage is available before any Legal Services begin. If we are not the right fit, we will use reasonable endeavors to point you in the right direction.
- 5.5 **Sprintlaw Signatures.** Certain Plans include access to our digital signature tool (**Sprintlaw Signatures**), which is provided by a third-party partner and subject to that partner's terms and privacy policy. Access is currently unlimited but subject to the fair-usage policy. Please contact us in advance if you intend to send a high volume of envelopes; we reserve the right to refuse high-volume sends beyond 50 envelopes per month (provided that you may request a refund of the fees for the current payment period if we enforce this right).

- 5.6 **Free Documents.** Certain Plans include access to automated document builders. These are software-generated templates based on the inputs you provide. They do not constitute legal advice, are not prepared or reviewed by a lawyer, and may not be fit for your intended purpose; using them in the wrong context may do more harm than good. We strongly recommend that you obtain a Quote for fixed-fee Legal Services from ElevateNext to review any document you intend to rely on.
- 5.7 **Key Dates, Key Laws, and Key People.** The Platform may automatically tag key dates, key laws, and key people associated with a document and send you reminders or general updates. These are software-generated, informational features only. They are generated automatically based on the information you provide as at the time of upload, are not legal advice, are not legal monitoring, and are not prepared or reviewed by a lawyer. They may be or become inaccurate, including if your circumstances change. We do not guarantee that every relevant item has been identified or flagged, or that we will notify you of every change, and you must not rely on this functionality as legal advice.
- 5.8 **Uploading documents.** You may upload your own documents to the Platform. Documents you upload are not reviewed by anyone unless you purchase fixed-fee Legal Services from ElevateNext to review them. We will not be liable for any issues arising out of your upload of documents to the Platform.
- 5.9 **File limitations.** In addition to any limitations of your Plan, your use of the Platform may be subject to security limitations, including a maximum document size of 10MB, a maximum of 20 document uploads per month, a maximum of 1GB of stored files, and a maximum of 50 AI threads per month. If you wish to exceed these limits, please contact us in advance; we may, but are not obliged to, accommodate your request.
- 5.10 **Inviting third parties.** Certain Plans allow you to invite third parties to the Platform. If you do, you acknowledge that: (i) you are comfortable with them accessing documentation or advice visible on the Platform; (ii) inviting a third party may waive legal professional privilege as to certain advice, depending on the circumstances; (iii) the third party has consented to the invitation and their access; and (iv) you are responsible for ensuring they comply with any applicable terms of these Terms and Conditions.
- 5.11 **Data retention.** Although the Platform can store and manage files and offers limited AI features, it is not a dedicated file-management service. Except as expressly set out in clause 23 or as required by Applicable Law, we do not guarantee the long-term storage, organization, or backup of files. You are responsible for maintaining your own records and backups, and we recommend that you download and securely store copies of any documents you wish to retain.

6. MEMBERSHIP DISCOUNT ON LEGAL SERVICES

- 6.1 **Discount, not credits.** Sprintlaw Tech does not offer credits, coupons, gift vouchers, or stored monetary value in the United States. Instead, as a benefit of your Membership, you may be entitled to a discount on the professional-fees component of a Quote for fixed-fee Legal Services (the **Membership Discount**).
- 6.2 **How the discount works.** The Membership Discount is a percentage reduction applied to the pre-tax professional-fees component of a Quote. The applicable percentage, the Plans to which it applies, any minimum spend, any caps, and any exclusions are determined by us in our discretion and communicated to you (for example, on the applicable Plan or pricing page or in a Quote). The Membership Discount is funded as part of the commercial arrangement between Sprintlaw Tech

and ElevateNext; it is a reduction in the price you pay and is not an additional charge to you, and it does not affect ElevateNext's professional independence.

- 6.3 **Exclusions.** The Membership Discount applies only to professional fees and does not apply to government fees, filing fees, disbursements, taxes, or other third-party charges. It has no cash value, is not redeemable or exchangeable for cash, cannot be transferred, and (unless we state otherwise) cannot be combined with any other discount or offer.
- 6.4 **Subject to change.** We may introduce, modify, reduce, suspend, or withdraw the Membership Discount (including its percentage, eligibility, and terms) at any time and in our discretion. Where a Membership Discount was expressly applied to a Quote you have already accepted, we will honor that discount for that Quote until it expires. Changes to the Membership Discount do not, by themselves, entitle you to a refund of Membership fees, except as set out in clause 7 or as required by Applicable Law.
- 6.5 **Discretion.** We may decline to apply, or may reverse, a Membership Discount in cases of error or misuse, or where your Membership is not active or in good standing. Our maximum liability in connection with the Membership Discount is limited to a refund of the fees for the current payment period.

7. MEMBERSHIP: BILLING

- 7.1 **Active billing method.** To maintain access to Paid Plan features, you must maintain an active credit card or other billing method in the billing section of the Platform. If you remove your billing method, your Paid Plan may be cancelled and you may lose access to the benefits of the Membership.
- 7.2 **Payments.** The Membership is a subscription that auto-renews at the end of each term unless cancelled. To the maximum extent permitted by Applicable Law, and unless otherwise agreed, you will be charged annually in advance. We will auto-renew your subscription each year on or about the anniversary of your subscription date, unless you notify us at least 7 days before the anniversary that you do not wish to renew.
- 7.3 **Price changes.** We may change Membership prices on reasonable notice. If we increase prices and you do not agree, you may cancel your Plan with immediate effect. If you do not cancel within 30 days after being notified, you will be taken to have accepted the increase, and our normal cancellation terms apply.
- 7.4 **One business.** A Membership is valid for one business (a single legal entity) only and cannot be applied to other entities. We may, in our absolute discretion, extend certain Membership benefits to related entities where the work is occasional and minor and limited to the same business that is a Member, but we may require that you purchase a separate Membership for any related entity.
- 7.5 **Refunds.** Membership fees are non-refundable, to the maximum extent permitted by Applicable Law, except as expressly stated in these Terms and Conditions.

8. FIXED-FEE LEGAL SERVICES

- 8.1 **Provision by ElevateNext.** Fixed-fee Legal Services described in a Quote are performed by ElevateNext under the ElevateNext Engagement. Sprintlaw Tech coordinates and manages the commercial and operational aspects of the engagement through the Platform but does not perform the Legal Services.

- 8.2 **Allocated lawyer.** After you accept a Quote, ElevateNext may specify an allocated lawyer as your key point of contact. ElevateNext may change that contact, or provide different contacts for different services, including for resourcing reasons, different expertise, or where the allocated lawyer ceases to be engaged.
- 8.3 **Scope of work.** Each project will have a fixed-fee scope with line items (the **Scope**). The Scope for a line item is complete when the document, advice, or other deliverable described in that line item has been delivered. Phone consultations, complimentary amendments, and 'optional' items referred to in a Quote do not form part of the Scope.
- 8.4 **Amendments.** A Quote may specify the number of days within which complimentary amendments may be requested (the **Specified Days**). Complimentary amendments must be requested within the Specified Days of the relevant deliverable being provided and include only amendments to documents provided to you. They do not include direct negotiations or correspondence with, or reviewing responses from, other parties.
- 8.5 **AI-generated content.** If you provide AI-generated content (such as draft clauses or contracts), the lawyer will review it only to assess whether it is appropriate to rely on or include in your final documents. This review is outside the standard scope of services and is carried out on a complimentary, discretionary basis. Where additional work is required to verify, correct, or adapt AI-generated content, further fees may apply, and you will be told in advance.
- 8.6 **Legal consultations.** Phone or video legal consultations included in a Quote are with your ElevateNext lawyer and form part of the Legal Services; they are distinct from the Business Advice Calls described in clause 5, which are not legal advice. You must book them through the Platform, and the lawyer may not accept calls that are not booked through it. Consultations included in a Scope cannot be requested more than the Specified Days after the relevant deliverable has been provided.

9. FIXED-FEE LEGAL SERVICES: BILLING

- 9.1 You must pay fees in accordance with a Quote or as otherwise agreed in writing. For any other fees payable under these Terms and Conditions, we or ElevateNext will issue an invoice, payable within 14 days of issue.
- 9.2 Client fees are collected through the payment-processing facilities integrated with the Platform. Where required by the Professional Rules, fees and any retainers are deposited into and handled by ElevateNext, including in ElevateNext's client trust or IOLTA account where applicable. Sprintlaw Tech has no authority to determine whether fees are earned or unearned, whether funds must be held in trust, or whether refunds are required; those determinations are made solely by ElevateNext.
- 9.3 Where sales tax or a similar tax is payable on fees, it will be clearly shown, and you agree to pay an amount equivalent to any applicable tax imposed on those charges.
- 9.4 If you have agreed a different billing process or payment method (for example, under the Membership), you agree to pay in accordance with that method. If you engaged us through a third-party service, you agree to comply with that service's payment process.
- 9.5 You consent to us sending invoices and payment notices electronically to your usual email address or mobile number.

10. CLIENT CONDUCT

- 10.1 We are committed to delivering high-quality, respectful, and professional services, and we ask that all clients engage with us in the same spirit. If, in our reasonable opinion, a client behaves in a way that is abusive or inappropriate, or consistently pushes the agreed scope of our services in a manner that impacts our team or operations, we may end our engagement with you or cancel your Membership by written notice (including by email). In such cases, any unused entitlements may be forfeited, provided that we issue you a refund for any services you have paid for and we have not delivered.

11. TIMING AND DELAYS

- 11.1 **Delivery time.** A Quote may specify a delivery time. Unless expressly stated otherwise, any delivery time is an estimate only and is subject to change depending on your availability for calls, resourcing, the lawyer's workload, and any complexities that arise.
- 11.2 **Delays by you.** Once you have paid a Quote, we will endeavor to contact you to gather the details required to complete the relevant Scope. Unless a Quote states otherwise, each Scope assumes it will be completed within 3 months of your acceptance (the **Delivery Window**), and we require you to be reasonably responsive during that period. If we cannot complete the Scope within the Delivery Window due to delays caused by you, you agree that the Scope may be treated as complete at the end of the Delivery Window in consideration for the time allocated to your matter.

12. CONFLICTS OF INTEREST

- 12.1 ElevateNext conducts conflict-of-interest checks in accordance with the Professional Rules before accepting any matter and has the sole right to decline a matter on the basis of a conflict. Where a conflict prevents the provision of Legal Services, we will use reasonable endeavors to point you in the right direction. Sprintlaw Tech may also decline to onboard or continue a client through the Platform in its reasonable discretion.

13. PAYMENT PROVIDER

- 13.1 Unless we inform you otherwise, if you elect to pay by card, a third-party payment provider (the **Payment Provider**) will collect your card details and charge your card. Payment processing is, in addition to these Terms and Conditions, subject to the Payment Provider's terms and privacy policy, and we are not liable for the security or performance of the Payment Provider. Our current Payment Provider is Stripe (<https://stripe.com/>). We may correct, or instruct the Payment Provider to correct, any errors in collecting your payment.

14. SCAM PRACTICES

- 14.1 We are aware of scam practices involving false billing details. Our bank details will not change. If you receive correspondence announcing a change to our bank details, please contact us and verify the details with us before paying. We are not responsible to you or any third party for any loss incurred in connection with your failure to verify false bank details.

15. DISCLAIMER OF WARRANTIES

- 15.1 EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS OR A QUOTE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SPRINTLAW PLATFORM, THE MEMBERSHIP, THE BUSINESS ADVICE CALLS, AND ALL OTHER SERVICES, SOFTWARE, AND MATERIALS PROVIDED BY SPRINTLAW TECH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, OR NON-INFRINGEMENT, ARE EXCLUDED.
- 15.2 For the avoidance of doubt, this clause 15 applies only to Sprintlaw Tech's non-legal services. It does not limit, and has no application to, any professional obligation, representation, or warranty of ElevateNext in respect of the Legal Services, which are governed by the ElevateNext Engagement and the Professional Rules.

16. CLIENT ACKNOWLEDGEMENTS

- 16.1 You acknowledge and agree that:
- (a) Sprintlaw Tech is not a law firm, does not provide legal advice, and that all legal advice and Legal Services are provided by ElevateNext under the ElevateNext Engagement;
 - (b) the Membership (including the business advice line, document builders, and the Key Dates, Key Laws, and Key People features) is a non-legal product of Sprintlaw Tech, does not constitute legal advice, is not specific to the law of any state or jurisdiction, and is not a substitute for engaging ElevateNext for Legal Services;
 - (c) except as expressly agreed, we will not take steps to verify the accuracy of any information, materials, or documents you provide to us;
 - (d) we and ElevateNext can only service clients who communicate primarily in English, and we will not be responsible for inaccurate instructions or advice resulting from mistranslation;
 - (e) neither we nor ElevateNext are required to inform you of changes to the law relevant to work after that work has been provided;
 - (f) advice or conclusions provided as part of the Legal Services may be subject to facts or assumptions, and you agree to check that those facts and assumptions are correct;
 - (g) any obligation imposed on you by statute, contract, law, or in equity to perform an act or deliver a notice by a particular date remains your obligation, and we will not be liable for any failure to perform it; unless otherwise agreed, we are not responsible for notifying you of the imminent expiry of any such obligation or time period;
 - (h) we are not responsible to you or any third party for any loss in connection with changes made to a document or advice unless those changes have been specifically approved;
 - (i) documents or advice provided in connection with a matter are prepared for your use in relation to that matter only and must not be relied upon or used in relation to any other matter or by any other person;
 - (j) any person you allow to give instructions is your authorized agent, and you waive any conflict of interest that may arise from us acting on those instructions; and
 - (k) we do not provide advice on commercial, tax, financial, accounting, insurance, criminal, or other non-legal aspects of a transaction, and any such comments should not be taken as expert advice to be relied on.

17. REGULATORY STATUS; NOT A LAW FIRM; NO UNAUTHORIZED PRACTICE OF LAW

- 17.1 **Sprintlaw Tech is not a law firm.** Sprintlaw Tech is a technology and services company. It is not a law firm, is not licensed to practice law in any U.S. jurisdiction, and does not provide legal advice. Sprintlaw Tech provides marketing, technology, intake, scoping, project-management, billing, and client-communications services in support of the delivery of Legal Services.
- 17.2 **Legal Services are provided by ElevateNext.** All Legal Services are provided by ElevateNext, an Arizona-licensed Alternative Business Structure, by lawyers licensed in their respective U.S. states. The ElevateNext Engagement is set out in Schedule 1, and before any legal work begins ElevateNext will identify the responsible lawyer and the state in which that lawyer is admitted.
- 17.3 **Privilege and professional duties.** The attorney-client relationship, attorney-client privilege, work-product protection, professional-responsibility obligations, and the handling of client funds attach to your relationship with ElevateNext, not with Sprintlaw Tech. Sprintlaw Tech will keep your information confidential under clause 19, but that is separate from legal professional privilege, which exists only in respect of the ElevateNext attorney-client relationship.
- 17.4 **No unauthorized practice of law.** Nothing in these Terms and Conditions authorizes, requires, or is intended to result in the unauthorized practice of law by Sprintlaw Tech, or to cause Sprintlaw Tech or ElevateNext to act inconsistently with the Professional Rules. If any provision of these Terms and Conditions would, or would be reasonably likely to, have that effect, that provision will be read down or severed under clause 26.6 to the minimum extent necessary, and the Professional Rules and ElevateNext's professional independence prevail.
- 17.5 **Sprintlaw Group.** Sprintlaw Tech is a member of the Sprintlaw Group. Other members of the Sprintlaw Group operate in Australia and the United Kingdom under separate entities and separate terms. If your needs relate to another country, let us know and we will point you in the right direction where we can.

18. THIRD-PARTY SERVICE PROVIDERS

- 18.1 ElevateNext may engage contract lawyers and other suppliers to undertake outsourced or subcontracted legal work, subject to the Professional Rules. Sprintlaw Tech may engage third-party suppliers (such as document-management or administration providers) to support its non-legal services. Our use of such providers does not reduce our obligations to you.
- 18.2 The Platform integrates with various third-party services to provide functionality, including cloud hosting and storage, database and communication tools, customer-communication and CRM tools, payment processing, and identity-verification and compliance tools. Your use of these services may be subject to their respective terms and policies. We are not responsible for the data practices or content of those third-party services and encourage you to review their terms.
- 18.3 We may from time to time provide you with the contact details of third-party service providers. We do not recommend, and make no warranty about, any such provider, and we disclaim all responsibility and liability for any loss you or any third party suffer in connection with their use.

19. CONFIDENTIALITY AND DATA PROTECTION

- 19.1 **Confidentiality. "Confidential Information"** means information we receive from you in connection with the services that is confidential in nature. We will keep your Confidential Information

confidential, except that we may disclose it: (a) to our directors, officers, employees, agents, and contractors; (b) to ElevateNext and to third-party service providers, to support the delivery of the services; (c) where permitted or required by Applicable Law; or (d) where the information is in the public domain other than through our breach. You must keep the terms of these Terms and Conditions and the fees charged to you confidential.

- 19.2 **Data protection.** Each party will comply with applicable Data Protection Laws. We will process personal data in accordance with our Privacy Policy and will implement appropriate technical and organizational measures to protect your information. We may use third-party identity-verification and compliance providers, public registers, and screening tools for verification, fraud-prevention, and compliance purposes.
- 19.3 **Cloud storage and electronic communications.** We use cloud storage to store communications, documents, and materials; storage servers may be located in or outside the United States. Where you ask us to send documents electronically, you acknowledge that transmission is not fully secure and release us from any claim arising from unauthorized interception, delay, non-delivery, or damage, except to the extent caused by our gross negligence or willful misconduct.

20. USE OF AI TOOLS

- 20.1 We may use artificial intelligence (AI) tools, including natural-language models and automated document-drafting systems, in connection with the Platform and the services. You acknowledge and agree that: (a) you should not rely entirely on information or outputs generated by AI tools to make decisions; (b) AI outputs do not constitute legal advice and should not be relied on as such; (c) while we endeavor to ensure outputs are useful, we cannot guarantee their correctness or accuracy; and (d) by using these AI tools you agree to the relevant provider's terms and conditions.

21. LIMITATION OF LIABILITY; INDEMNITY

- 21.1 **Legal Services are ElevateNext's responsibility.** Notwithstanding anything else in these Terms and Conditions, ElevateNext is solely responsible for the Legal Services and solely liable for any Losses arising out of the Legal Services or the conduct of the attorney-client relationship. Sprintlaw Tech has no liability for any Losses arising out of the Legal Services, any legal advice, any act or omission of any lawyer, or any matter within ElevateNext's professional responsibility.
- 21.2 **Exclusion of indirect loss.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPRINTLAW TECH WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY LOSS OR DAMAGE, OR FOR ANY LOSS OF DATA, PROFITS, REVENUE, BUSINESS, BUSINESS OPPORTUNITY, GOODWILL, OR ANTICIPATED SAVINGS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR ANY SERVICES PROVIDED, WHETHER OR NOT SPRINTLAW TECH WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS.
- 21.3 **Cap on liability.** SUBJECT TO CLAUSE 21.4, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPRINTLAW TECH'S TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS WILL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY YOU TO SPRINTLAW TECH UNDER THESE TERMS AND CONDITIONS IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY; AND (B) FIVE HUNDRED UNITED STATES DOLLARS (\$500).

- 21.4 **Exceptions.** Nothing in this clause 21 excludes or limits any liability that cannot be excluded or limited under Applicable Law, including liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.
- 21.5 **Indemnity.** You will indemnify and hold harmless Sprintlaw Tech and its officers, employees, and agents from and against any Losses caused or contributed to by your, or your officers', employees', or agents': (a) breach of these Terms and Conditions; or (b) negligent, fraudulent, or criminal act or omission.

22. PARTNERS AND REFERRALS

- 22.1 **Partner offers.** As part of your Membership, you may have access to offers from our third-party partners. These offers may direct you to third-party links not controlled by us, and you should review and agree to the relevant partner's terms before engaging them.
- 22.2 **Referrals.** We may receive or pay commissions in connection with referrals. We will request your permission before referring you to a referral partner and disclose our referral relationship, and you may refuse any referral. Any referral arrangement will not create bias in, or constrain, the Legal Services or legal advice provided by ElevateNext.

23. RETENTION OF DOCUMENTS

- 23.1 Legal files, legal work product, engagement records, conflict records, and other records required to be created or preserved under the Professional Rules are controlled and retained by ElevateNext in accordance with those rules and ElevateNext's document-retention policies, even where stored on or accessible through the Platform.
- 23.2 For documents you create using the Platform's self-service features or upload independently, you are responsible for retaining your own copies. Such documents are not covered by any retention obligation except where legal advice or management services have expressly been provided in relation to them.
- 23.3 Notwithstanding anything else, we and ElevateNext may retain identity-verification materials, due-diligence records, screening results, and related compliance records for the period required or permitted by Applicable Law.

24. TERM, TERMINATION AND SURVIVAL

- 24.1 **Termination by us.** We may cease to provide services or refuse to perform further work, including: while any invoice remains unpaid; if you do not within 7 days comply with a request to pay disbursements or future costs; if you fail to provide clear and timely instructions; if you indicate, or we form the view, that you have lost confidence in us; if there are ethical grounds requiring us or ElevateNext to cease acting; under clause 10 (Client Conduct); if in our reasonable discretion it is no longer appropriate to act; or if you do not provide information reasonably requested for identity verification, due diligence, sanctions, anti-money-laundering, or related compliance purposes. We will give you reasonable written notice.
- 24.2 **Termination by you.** You may terminate by written notice at any time. You will be required to pay for services fully performed and any costs incurred in accordance with these Terms and Conditions as at the date of termination.

- 24.3 **Effect on Legal Services.** Where Legal Services are in progress, ElevateNext will determine, in accordance with the Professional Rules, whether and how any active matter is completed, transitioned, or closed, and may communicate directly with you as required to comply with its professional obligations.
- 24.4 **Survival.** Clauses 1 (Definitions), 3 (Operating model), 15 (Disclaimer), 16 (Acknowledgements), 17 (Regulatory status), 19 (Confidentiality and data), 21 (Liability and indemnity), 23 (Retention), 24.4, 25 (Dispute resolution), and 26 (General), together with any clause that by its nature is intended to survive, survive termination or expiration of these Terms and Conditions.

25. DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS WAIVER

- 25.1 **PLEASE READ THIS CLAUSE CAREFULLY.** IT REQUIRES YOU AND SPRINTLAW TECH TO RESOLVE CLAIMS THROUGH BINDING INDIVIDUAL ARBITRATION AND WAIVES YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION. YOU MAY OPT OUT OF ARBITRATION AS SET OUT IN CLAUSE 25.9.
- 25.2 **Informal resolution.** Before commencing arbitration, the parties will attempt in good faith to resolve any Claim through negotiation within 30 days of written notice describing the Claim and the relief sought.
- 25.3 **Agreement to arbitrate.** If a Claim is not resolved under clause 25.2, you and Sprintlaw Tech agree that the Claim will be resolved by final and binding arbitration, rather than in court, except as set out in clauses 25.8 and 25.9. This clause 25 is governed by the Federal Arbitration Act and evidences a transaction involving interstate commerce.
- 25.4 **Administrator and rules.** The arbitration will be administered by the American Arbitration Association (AAA) under its rules then in effect (the Consumer Arbitration Rules where you are a consumer, and otherwise the Commercial Arbitration Rules) before a single neutral arbitrator. The seat and any in-person hearing will be in Wilmington, Delaware, although the arbitration may be conducted by telephone, videoconference, or document submission where the arbitrator permits. Judgment on the award may be entered in any court of competent jurisdiction.
- 25.5 **Delegation.** The arbitrator has exclusive authority to resolve any dispute about the interpretation, applicability, enforceability, or formation of this clause 25, including any claim that all or part of it is void or voidable; except that a court (and not the arbitrator) will decide any dispute about the enforceability of the class-action waiver in clause 25.6.
- 25.6 **Class-action waiver.** YOU AND SPRINTLAW TECH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR PRESIDE OVER ANY CLASS OR REPRESENTATIVE PROCEEDING.
- 25.7 **Effect of an invalid waiver.** If the class-action waiver in clause 25.6 is found to be unenforceable as to a particular Claim or request for relief, that Claim or request will be severed and proceed in a court of competent jurisdiction, while all other Claims will continue to be resolved in arbitration. If clause 25.6 is found unenforceable in its entirety, then the entire agreement to arbitrate in this clause 25 will be void.
- 25.8 **Coordinated arbitrations.** If 25 or more similar Claims are asserted against Sprintlaw Tech by or with the assistance of the same or coordinated counsel, the parties will cooperate with the AAA to

implement any applicable mass- or batch-arbitration procedures and a staged, batched approach to the payment of arbitration fees, in the interests of efficiency and the fair and timely resolution of Claims.

- 25.9 **30-day opt-out.** You may opt out of this clause 25 by sending written notice of your decision to opt out to legal@sprintlaw.com within 30 days after first accepting these Terms and Conditions. The notice must include your name, the email associated with your account, and a clear statement that you wish to opt out of arbitration. If you opt out, neither party will be required to arbitrate, and clause 26.7 (jurisdiction) will govern. Opting out has no other effect on these Terms and Conditions.
- 25.10 **Carve-outs.** Notwithstanding the foregoing, either party may (a) bring an individual Claim in small-claims court if it qualifies; and (b) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement or misappropriation of intellectual property or Confidential Information.
- 25.11 **Legal Services disputes.** Any dispute concerning the Legal Services, legal advice, fees handled by ElevateNext, or the attorney-client relationship is governed by the dispute-resolution provisions of the ElevateNext Engagement, not by this clause 25.
- 25.12 **Jury-trial waiver.** TO THE EXTENT ANY CLAIM PROCEEDS IN COURT RATHER THAN ARBITRATION, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY.
- 25.13 **Survival.** This clause 25 survives termination or expiration of these Terms and Conditions and your closure of any account.

26. GENERAL PROVISIONS

- 26.1 **Governing law.** These Terms and Conditions, and any Claim, are governed by the laws of the State of Delaware, without giving effect to any choice-of-law or conflict-of-law rules, and (in respect of clause 25) the Federal Arbitration Act.
- 26.2 **Entire agreement.** These Terms and Conditions constitute the entire agreement between you and Sprintlaw Tech as to their subject matter and supersede all prior negotiations, arrangements, and understandings. The Legal Services are governed by the ElevateNext Engagement set out in Schedule 1.
- 26.3 **Order of precedence.** If there is any inconsistency between the documents comprising these Terms and Conditions, the following order of precedence applies (highest first): (a) a Quote, as to the specific Legal Services it describes; (b) these Platform and Membership Terms; and (c) the applicable Plan or pricing page. For the avoidance of doubt, the ElevateNext Engagement governs and prevails over all of the foregoing in respect of the Legal Services and the attorney-client relationship.
- 26.4 **Amendment.** We may update these Platform and Membership Terms from time to time on reasonable notice (including through the Platform). Your continued use of the Platform after the changes take effect constitutes acceptance of the updated terms. No other amendment is effective unless agreed in writing.
- 26.5 **Waiver.** No failure or delay in exercising a right operates as a waiver of it, and no single or partial exercise prevents any further exercise. A waiver must be in writing.
- 26.6 **Severability.** If any provision is held invalid, illegal, or unenforceable, it will be read down or severed to the minimum extent necessary, and the remaining provisions continue in full force. The

- parties will negotiate in good faith to replace any severed provision with a valid one that achieves, as nearly as possible, the same purpose.
- 26.7 **Jurisdiction.** Subject to clause 25, the state and federal courts located in Delaware have exclusive jurisdiction over any matter not subject to arbitration, and each party submits to the personal jurisdiction of those courts.
- 26.8 **Assignment.** You may not assign or transfer these Terms and Conditions without our prior written consent. We may assign or transfer them to an affiliate or in connection with a merger, acquisition, or sale of assets on written notice.
- 26.9 **Relationship of the parties.** The parties are independent contractors. Nothing in these Terms and Conditions creates any partnership, joint venture, agency, or employment relationship, and neither party may bind the other.
- 26.10 **Force majeure.** Neither party is liable for any failure or delay in performing its obligations (other than a payment obligation) caused by an event beyond its reasonable control, including acts of God, war, terrorism, civil unrest, epidemic or pandemic, government action, labor dispute, power or telecommunications failure, or natural disaster.
- 26.11 **No third-party beneficiaries.** Except that ElevateNext may rely on and enforce the provisions of these Terms and Conditions that allocate responsibility for, or limit Sprintlaw Tech's liability in respect of, the Legal Services (including clauses 3, 15.2, 17, and 21.1), these Terms and Conditions are for the sole benefit of you and Sprintlaw Tech and confer no rights on any other person.
- 26.12 **Notices.** Notices to Sprintlaw Tech must be sent to Sprintlaw Tech LLC, 1111B S Governors Ave #81271, Dover, DE 19904, or to team@sprintlaw.com. Notices to you may be sent to the email address associated with your account. Notices are deemed received when delivered, or, if sent by email, on confirmation of successful transmission.
- 26.13 **Electronic acceptance.** These Terms and Conditions may be accepted electronically, and the parties agree that electronic acceptance and electronic records are valid, enforceable, and admissible to the same extent as a signed writing.

ACCEPTANCE

By accepting a Quote, subscribing to a Membership, clicking to accept, or continuing to use the Sprintlaw Platform, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions, including the binding arbitration provision and class-action waiver in clause 25, and you acknowledge that the Legal Services are provided by ElevateNext under the ElevateNext Engagement set out in Schedule 1, which, by the same acceptance, you simultaneously accept and enter into directly with ElevateNext.

SCHEDULE 1

ELEVATENEXT ENGAGEMENT

ElevateNext Client Terms of Engagement and Terms of Business

This Schedule 1 sets out the ElevateNext Engagement. It is an agreement between you and ElevateNext only: Sprintlaw Tech is not a party to this Schedule and does not provide any of the services described in it. By accepting these Terms and Conditions in accordance with clause 2, you simultaneously accept, and enter into, this Schedule directly with ElevateNext.

In this Schedule, unless the context otherwise requires: (a) references to the "EULA" or the "Platform's Software End-User License Agreement" are references to these Terms and Conditions; (b) references to the "Platform" or the "Manage Requests Platform" are references to the Sprintlaw Platform (as defined in clause 1.1); (c) references to a "quote" or "re-quote" include a Quote; (d) references to an "engagement letter" or "Engagement Letter" are references to the Client Terms of Engagement below (or any supplementary engagement letter ElevateNext issues to you); and (e) other capitalized terms used in this Schedule have the meanings given in the Client Terms of Engagement and Terms of Business below.

CLIENT TERMS OF ENGAGEMENT

ElevateNext US, LLC ("ElevateNext") facilitates the provision of legal advice on the Manage Requests Platform ("**Platform**"), and these are ElevateNext's terms and conditions. ElevateNext is regulated to practice law in the United States.

In certain cases, ElevateNext subcontracts legal work to attorneys in different jurisdictions or specialized legal areas ("**Preferred Legal Advice Providers**"). This work will be completed under ElevateNext's oversight.

These Terms of Engagement should be read in conjunction with the ElevateNext Terms of Business ("**Terms of Business**") and Platform's Software End-User License Agreement ("**EULA**").

BY REMITTING PAYMENT FOR THE SERVICES ENUMERATED IN THE QUOTE, THE CLIENT HEREBY ACKNOWLEDGES AND AGREES TO BE BOUND BY THE TERMS OF ENGAGEMENT, TERMS OF BUSINESS, AND EULA AS SET FORTH HEREIN.

Engagement

We have quoted a fixed fee for the services you have requested, along with a detailed breakdown of those services, via the Manage Requests Platform. The purpose of these Terms of Engagement is to confirm the terms of our representation.

Staffing

ElevateNext will allocate a relationship lawyer with respect to the work outlined here that we will be handling for you. Depending on the nature of the work in question, we may also engage one of our other attorneys or Preferred Legal Advice Providers to assist with the work on this matter under the relationship lawyer's oversight.

Fees

You will be quoted in writing through the Platform for the legal work you have requested before you incur any charges, and such work will not be carried out for you until you have accepted such quote in writing through the site, have passed through the compliance requirements and have paid in full, at which point a contract between us is formed. Once you accept your quote, you will not be charged any further sums over and above what has been quoted unless the scope of work expands. In such a case, we will re-quote you through the site for any extra work and you will need to accept such re-quote for us to proceed with an expanded scope.

Any quote or re-quote will include all third-party expenses that will be incurred on your behalf based on the work at issue. These are typically filing fees or other fees charged by the Secretary of State of states in which we are transacting business on your behalf. We do not mark-up those fees, but ElevateNext charges a 5% expense processing fee. You will need to pay for any itemized expenses in addition to the legal fees, as specified in your quote (or re-quote).

Once you have accepted the quote, you will receive an invoice from us through the Platform for the amount due in accordance with your quote (or re-quote). You must pay such invoice per the payment instructions and in accordance with the timing instructions on the invoice. Work will be undertaken only after you have made full payment.

Compliance

We are required to undertake certain compliance measures including verifying the identity of our clients. Consequently, we or our third-party verification provider may request personal details from you and scanned copies of your ID and proof of address to carry out a data-led verification check before we can start work for you.

We will provide you with instructions about the type of verification documents needed to complete the compliance process and to whom to provide these documents.

If you are acting on behalf of a company, you shall also send us a copy of the company's incorporation documents.

If you are not a director of the company or are instructing us on behalf of someone else, you need to send us written evidence that you have powers to instruct us on their behalf. You will also need to send us scanned copies of the ID and proof of address of the person who gave you the powers to instruct us.

We are required to monitor transactions and maintain records relating to your identity as required per applicable law and we may ask you to provide updated proof of identity from time to time.

Personal data and call recording

All personal information that you provide to us through the Platform will be collected, processed, and held in accordance with any applicable law and the EULA. For complete details of our collection, processing, storage and retention of your personal data provided directly to us, please refer to clause 6 of our Terms of Business attached.

You agree that we may record calls for training, quality and compliance monitoring purposes.

Standard Terms of Business

By engaging us based on these Terms of Engagement, you agree to our attached Terms of Business which form part of these Terms of Engagement and govern this Engagement and the relationship between us.

These Terms of Engagement and those Terms of Business together constitute the entire understanding between you and ElevateNext and supersede any prior understandings, written or oral, relating to its subject matter and will govern the Engagement and any future Engagements we accept from you. Any change must be made or confirmed in writing, which may include a new Engagement Letter for any subsequent matter on which we act for you.

Governing Law

The laws of Arizona shall govern the construction, validity and performance of these Terms of Engagement.

We thank you for the opportunity to provide you with legal support.

ELEVATENEXT TERMS OF BUSINESS

These terms ("**Terms**") apply to all of the work we are handling for you unless we have agreed to modify them in a written document which has been signed by a Partner of ElevateNext US, LLC ("**ElevateNext**"). They are effective from July 1, 2024, but may be changed from time to time.

1. ELEVATENEXT

- 1.1 Your contract is with ElevateNext. We use the title of "lawyer" to describe fully qualified lawyers who are working with ElevateNext or Preferred Legal Advice Providers within our network working under our oversight.
- 1.2 Unless the context otherwise requires, whenever reference is made to "ElevateNext", "we", "our" or "us" it is a reference to ElevateNext, a limited liability company incorporated in Arizona, in the U.S.

2. SCOPE OF OUR ADVICE

- 2.1 Our role is limited to advising on the legal issues raised by your instructions and the information you provide us, based on the scope of the work as outlined in the quotes or re-quotes for the matter. Our advice is for your benefit only and will be given in the context of the particular engagement for which we are retained. You should not rely on it in any other context, and it is not for the benefit of any third party.
- 2.2 Unless we agree otherwise in writing, our advice is for use only in connection with the specific matter on which you instruct us, as outlined in the quote or re-quote.
- 2.3 You agree to supply in writing in a timely manner all information that is relevant to your matter and you promise that all information that you give to us is true, accurate and complete when given and that you will promptly correct and update it as necessary. You agree to respond promptly to our requests for instructions or information and tell ElevateNext promptly if you have any queries or concerns.
- 2.4 We do not advise on tax issues or areas outside of the scope of the quote or re-quote.
- 2.5 Through the Platform or other means of communication should the Platform be unavailable, we will:
 - (a) update you on the progress of your matter;
 - (b) explain the legal work required as your matter progresses; and

- (c) update you as soon as possible whenever there is a material change in circumstances impacting your matter.

2.6 Please note that after completion of an Engagement, we will not be responsible for reminding you about or complying with future deadlines or obligations that relate to it (e.g. an option or liability expiry date or regulatory filing date) unless we have agreed to do so in writing.

3. OTHER PROFESSIONALS

3.1 After consulting with you, we may recommend engaging other advisors or service providers to assist with your matter. Your acceptance of these Terms is taken as approval of such arrangements as we feel appropriate for the conduct of your matter. Any advice given by such outside providers is their responsibility directly to you and not ours (even if incorporated or reflected in documents prepared by us). Where we provide information to them, we do so as your agent. You will be responsible for paying the fees and expenses generated by them on your behalf. Any such fees and expenses will be quoted to you through the Platform in advance so that you can agree to them before you pay them. Work will be undertaken only after you have made full payment.

4. CONFIDENTIALITY AND PRIVILEGE

Our confidentiality obligations

- 4.1 Subject to the remainder of this Clause 4, we will treat all information you provide to us and about matters dealt with by us (other than information which is in the public domain) as confidential. We will not disclose any confidential information to any third party, except with your written consent or if necessary or customary in the normal performance of our services (e.g. passing it to other professionals and consultants assisting us or you with your matter, unless you ask us not to) or if required or permitted by law or any regulatory authority to which we are subject.
- 4.2 We may be required by law to reveal certain information and documents about you to government authorities or valid legal process in relation to matters such as financial conduct, tax, fraud, bribery, money laundering, terrorist financing or civil lawsuits. If we are required to make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may also have to stop working on your matter for a period of time and may not be able to tell you why.
- 4.3 We reserve the right to use external service providers for document reproduction, scanning or software development of the Platform and machine learning tools as long as they are bound by appropriate obligations to maintain the confidentiality of the information they utilize.
- 4.4 External firms or organizations may conduct audit or quality checks on our practice. These external firms or organizations are required to maintain confidentiality in relation to your files.

Informed consent

- 4.5 We may be asked to act for another party on a matter where we hold information for you (in respect of which we owe you a duty of confidentiality) which may be relevant to that other party. You agree that we may act for the other party even though their interests in the proposed matter may be adverse to your own provided that:
 - (a) there is no legal conflict of interest;
 - (b) we agree to put in place and maintain appropriate measures to safeguard the confidentiality of the information we hold for you; and

(c) we consider it reasonable in all the circumstances for us to act.

- 4.6 You accept in these circumstances that we will be under no obligation to disclose to you any information which we obtain for the other client.

Your confidentiality obligations

- 4.7 You will treat all information we give you (other than information which is in the public domain) as confidential including, but not limited to, legal advice given to you and the contents of our engagement letter to you. You will not disclose that confidential information to any other person unless we give our written consent or as required or permitted by law or any regulatory authority to which you are subject.
- 4.8 If you share with a third party any advice or information we have provided to you, we will not have any liability to them and we do not agree that any legal advice provided to you may be relied upon by anyone other than you for any purpose unless we have agreed to this in writing.

Legal professional privilege

- 4.9 Communications between you and us may be protected from disclosure to third parties by a legal professional privilege. However, you should be aware that if you disclose those communications to a third party (whether or not in contravention of your confidentiality obligations to us) applicable legal professional privileges may be lost. You are reminded to seek our advice before doing so.

5. CLIENT IDENTIFICATION AND INSTRUCTIONS

Communications

- 5.1 We will use electronic communication when working on your matters unless you tell us not to. If we use electronic communication, we take reasonable precautions to ensure it is virus free, but this cannot be guaranteed and you accept this and the other risks inherent in this form of communication.
- 5.2 Electronic communication and telephone communications may be monitored in accordance with applicable law and regulations.
- 5.3 We rely on you to tell us in writing if you have any preferred method of communication or if communication is only to be made through one or more designated individuals.

Client identification

- 5.4 When asked, you will provide the necessary information for us to check your identity for the purposes of our statutory compliance and professional obligations.

Instructions

- 5.5 You will tell us the full background of your matter, give us timely and accurate information, tell us promptly of any change in circumstances that may affect your matter, respond promptly to our requests for instructions and information and tell us promptly if you have any queries or concerns.

6. DATA PROTECTION

- 6.1 To enable us to provide the services to you, we may collect personal data from you or about you on your behalf. This includes information provided to us through your use of the Platform, a record of

any correspondence between us (including telephone calls), and details of transactions you carry out with us. Please note that we do not store credit card details and we do not share your details with any third parties without your consent.

- 6.2 Where we do not act directly for the data subject, the parties acknowledge and agree that in relation to the personal data each party acts as an independent data controller, and each party will comply with all requirements and obligations applicable to them under the Data Protection Legislation. The "Data Protection Legislation" means all laws and regulations applicable from time to time to the processing of personal data and electronic communications in connection with these Terms, including (to the extent applicable) U.S. federal and state privacy and data-protection laws such as the California Consumer Privacy Act as amended by the California Privacy Rights Act, in each case as amended, replaced, or updated from time to time. The terms personal data, process, processing, processor, controller, data subject, have the meanings given to them in the Data Protection Legislation.
- 6.3 You must only share personal data with us where you have (i) provided the necessary information to the data subject regarding its use, (ii) a lawful basis to disclose the personal data (which, absent another lawful basis, shall be with the data subject's consent), and (iii) complied with the necessary requirements under the Data Protection Legislation.
- 6.4 Provided it is legally appropriate to do so, we will promptly notify you and you will promptly notify us, as the case may be, if we or you (i) receive a request, complaint, or correspondence from or on behalf of a data subject requesting to exercise their rights under the Data Protection Legislation, (ii) are served with information, enforcement, assessment notice, or a similar notice, or receive any other material communications regarding our processing of personal data by a supervisory or regulatory authority with jurisdiction over the processing of personal data (a "Supervisory Authority"), or (iii) believe that there has been an incident resulting in the accidental or unauthorized access to, or destruction, loss, unauthorized disclosure or alteration of personal data.
- 6.5 Upon reasonable notification to the other, each party shall cooperate and reasonably assist the other and take commercially reasonable steps or provide the information as necessary to enable the other party to comply with the Data Protection Legislation in respect of the services.
- 6.6 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.
- 6.7 In circumstances where you are the data controller and we are a data processor, the following provisions will apply:
 - (a) the details of such processing of personal data are agreed between the parties as the following:
 - (i) subject matter; legal advice purpose; as per Clause 6.8 below;
 - (ii) information types; name, address, email address, financial information, job title, telephone number, postal address;
 - (iii) categories of data subject; customers;

- (b) we shall only process personal data in accordance with your documented instructions (including the instructions set out in these Terms of Business) unless required to process such personal data for other purposes by applicable laws or regulatory authorities. In such circumstances, we shall provide notice to you unless the relevant law or regulatory authority prohibits the giving of notice on important grounds of public interest;
 - (c) we shall ensure our staff who process personal data on your behalf are subject to obligations of confidentiality (either by contract or by statute);
 - (d) we shall take all reasonable, proportionate, and appropriate measures to comply with the security requirements of Data Protection Legislation;
 - (e) you consent to us engaging sub-processors to process personal data on your behalf;
 - (f) where we engage a sub-processor, we shall enter into a written contract on similar terms but no less onerous than these terms;
 - (g) we shall provide you as data controller with reasonable assistance using appropriate and proportionate technological and organizational measures to meet your obligations with regard to data subjects exercising their rights under Data Protection Legislation; or with regard to data protection impact assessments; and/or where required consultations with a Supervisory Authority;
 - (h) we shall notify you without undue delay on becoming aware of a personal data breach;
 - (i) we shall, provided you give us fourteen days written notice, make available to you information demonstrating our compliance with the Data Protection Legislation and/or allow you (or a third party on your behalf) to audit, at your sole expense, the same as may be required by Data Protection Legislation;
 - (j) we shall, subject to legal or regulatory requirements, at termination or the date on which the service provision ends, at your request, either delete or return such personal data processed on your behalf.
- 6.8 We will process the personal (and non-personal) data that you provide to us for the following purposes:
- (a) carrying out work on your instructions;
 - (b) providing appropriate instructions or information to others working for you, including those located outside the US;
 - (c) complying with our legal, professional, and regulatory obligations;
 - (d) maintaining and using databases of current clients/contacts;
 - (e) verifying your identity;
 - (f) updating and enhancing client records;
 - (g) analysis to help us manage our practice; and
 - (h) statutory returns.
- 6.9 ElevateNext may send you marketing information and exclusive offers to help you grow and protect your business if you have provided us with your written consent to do so either prior to or at the time of accepting these Terms of Engagement. You can see the EULA to learn more about how ElevateNext processes your personal data and you can unsubscribe or change your preferences at any time.
- 6.10 We may transfer your collected data outside the United States and will do so by employing appropriate safeguards as required by the Data Protection Legislation. You acknowledge and

agree that it may be processed outside the United States to fulfill your order and deal with payment.

- 6.11 We will not collect more personal data than necessary for the purposes set out in Paragraph 6.8, and we will not retain such personal data for any period longer than necessary to carry out the purposes set out in Paragraph 6.8.
- 6.12 Any payment transactions will be encrypted. If we give you a password, you must keep it confidential. Although we try to provide protection, we cannot guarantee complete security for your data, and you take the risk that any sending of that data turns out to be not secure despite our efforts.
- 6.13 We are allowed to disclose your information in the following cases:
- (a) if we want to sell our business, or our company, we can disclose it to the potential buyer;
 - (b) if we want to sell or buy any business, or assets, we can disclose your personal data to the potential buyer or seller of such business or assets;
 - (c) we can disclose it to other businesses in our group, which means our subsidiaries, our ultimate holding company and its subsidiaries;
 - (d) we can disclose it if we have a legal obligation to do so, or in order to protect other people's property, safety or rights; and
 - (e) we can exchange information with others to protect against fraud or credit risks.
- 6.14 In addition, we use third party service providers to assist us in carrying out certain functions on our behalf. These include companies that assist with payment processing, search engine facilities, advertising and technology services. We only share the appropriate level of personal and non-personal data to enable the supplier to provide their services. Where your personal data is required to be shared we will take all reasonable steps to ensure your data is handled safely and securely and in accordance with our and the suppliers' obligations under Data Protection Legislation.
- 6.15 Should you have any questions about our treatment and handling of personal data, please contact your relationship lawyer or our Data Protection Officer at dpo@elevate.law.

7. FILES, DOCUMENTS AND ELECTRONIC DATA

Files and documents

- 7.1 We may store the files and other documents relating to your matters either electronically or in paper format.
- 7.2 If you ask us to pass you any of your files and documents, we may do so either in paper form or on standard electronic storage media. We reserve the right to keep copies of any of your files and documents for our own records.
- 7.3 We can destroy any papers and records (including electronic records) that we hold relating to your matters as required per applicable law.
- 7.4 We retain copyright and all other rights of ownership in works we prepare and the files, correspondence and documents relating to your matter unless we have specifically agreed otherwise.

Duty of care

- 7.5 Our duty of care under this Engagement and any duty of care we also owe as a matter of law is a duty owed to you alone. We do not owe a duty of care to any third party and assume no responsibility to any third party in respect of the performance of our duties to you.
- 7.6 We are not liable for any failure to fulfill our obligations due to circumstances beyond our reasonable control or due to actions on your part that prevent us from reasonably being able to fulfill our obligations.

8. CONFLICTS OF INTEREST

- 8.1 We are subject to strict legal and professional obligations not to act for you where we have a conflict of interest. If a conflict of interest arises, we will discuss this with you with the aim of resolving the conflict. If we cannot, we may have to cease acting for you on that matter or generally. In the absence of a legal conflict of interest, our relationship with you will not prevent us from acting for other clients. We search our records to ensure at the outset of the engagement that there is no actual or potential conflict of interest so as to protect you from conflicts of interest.

9. COMPLAINTS PROCEDURE

- 9.1 We are committed to providing a high-quality service. If you have any questions or a complaint about our service or your bill, please contact the responsible lawyer referred to in our engagement letter as quickly as possible. Alternatively, you may wish to speak to a lawyer manager who will be glad to discuss any matters you may wish to raise. Please email elevate.compliance@elevate.law so that we may arrange a call to discuss any issues.

10. BINDING ARBITRATION

- 10.1 If we cannot resolve any disputes between us amicably, then any dispute will be resolved through private and confidential arbitration. Specifically, you and we agree that any claim or dispute arising out of or in any way relating to these Terms, the Engagement or any service we provide you will be resolved through binding arbitration before a single neutral arbitrator under the auspices of the Phoenix, AZ office of JAMS and its rules regarding the resolution of commercial disputes then in effect. The arbitrator shall limit discovery to what is reasonably necessary to permit a fair resolution of all claims. Discovery shall be proportionate to the amount in dispute. The arbitration hearing shall be held in Phoenix, AZ. Judgment on any award may be entered in any court having jurisdiction. You consent to personal jurisdiction and venue in the state and federal courts in Arizona and in connection with any arbitration held in Arizona. Each party shall be responsible for its own legal fees and costs associated with such arbitration, and the parties agree that they will evenly split the arbitrator's fees and any associated fees or costs of the arbitration association (JAMS).
- 10.2 We may receive undertakings from another firm of lawyers during the course of a matter or transaction for you. We do not accept any liability in the event that such other firm fails to fulfill such undertakings in whole or in part. This will not prejudice your ability to pursue such other firm for recourse to the extent the terms of your engagement or applicable laws allow.

11. TERMINATION

- 11.1 You may terminate your Engagement with us at any time by written notice to us. We may only stop working for you if the reasons comply with the ethical rules that govern our services.
- 11.2 Termination by you or by us for any of the above reasons will not affect our right to payment for work done before the date of termination.
- 11.3 Where we are ethically able to stop or suspend work on one matter, we have the right to stop or suspend work on any other matter for you. We will tell you before we do this.

12. GENERAL

- 12.1 These Terms and our services are governed by Arizona law without regard to conflicts of laws principles.
- 12.2 References in this document to "you" or to "our client" mean our client as identified in our engagement letter to you. If this document references "Terms" this means, where the context permits, these Terms of Business as supplemented by our engagement letter to you.
- 12.3 If any part of these Terms is held to be invalid or unenforceable, the remaining terms will continue in full force and effect.
- 12.4 If in the future the business of ElevateNext is transferred to a new entity (including, but not limited to, a limited company or a merged entity) you agree to the novation of any Engagement Agreement(s) that we have with you in favor of the new entity provided that we notify you of the transfer. The novation will take effect on the date of the transfer to the new entity. The novation will only affect rights and obligations under the Engagement Agreement(s) with effect from the date of the transfer. From the date of transfer, services will be provided to you by the new entity in place of ElevateNext.