

Member Name: _____ (“Member”)

I agree to subscribe to membership in one or more programs offered by How to Manage a Small Law Firm II, Incorporated (“HTM”). I understand that as part of my membership, I expect HTM to deliver the programs to which I subscribe, and in turn, I agree to do the following (please Initial next to each one):

- ___1. I will be an active participant in the program(s) in which I enroll because I understand life is a “do-it-yourself” project, and there is no such thing as “magic beans.”
- ___2. I will take responsibility to manage my schedule and show-up for my private and group advisory calls because my business and my family are worth it.
- ___3. I will come to, and participate in most if not all of the live quarterly meetings because I want to soar with eagles, instead of pecking around with chickens.
- ___4. I will do my homework & honor the commitments I make to myself and to my advisors.
- ___5. I will respect my fellow participants and be honest with my colleagues, my advisors, and especially myself, because self-honesty is the most important honesty of all.
- ___6. I will keep the confidences of my colleagues, as I will expect them to maintain mine.
- ___7. I commit to the program for a minimum of 18 months from today’s date, because I understand this is a process, with causes that lead to effects, and not a magic act.
- ___8. I will honor my financial commitments to HTM because honoring my financial commitments to others is the first step in earning the right to expect others to honor their financial commitments to me.
- ___9. I will comply with HTM’s Statement of Values and HTM’s Policies located at www.howtomanageasmalllawfirm.com/membersite/policies.
- ___10. I will not hide out. I will not quit on myself. I will not wake up and make a bunch of lame excuses to run away from my commitment to myself. I will see this through, “No Matter What.”
See Curb Your Enthusiasm, Season 8, Episode 3.

Assignment To Advisors: I understand that HTM will assign me to different advisor(s) based upon the program(s) in which I am enrolled, and based upon the distinct challenges and opportunities I am then having with the development of my business.

Payment & Cancellation: I am making an 18-month commitment from today's ("Commitment Period") to myself, and to HTM. I agree to keep a valid credit card on file with HTM to honor my obligations. I understand that my credit card will be charged monthly, on or about the same date each month, based on the subscription program in which I am then enrolled. I also understand the card may be charged for any additional program(s) in which I enroll and for any additional products or services I choose to purchase.

- For any declined payment, which I do not cure within seven (7) days of notice to me, a 10% late fee may be applied. HTM may, at HTM's sole discretion, waive late fees when I communicate and work with HTM on any payment issue.
- If I default on my obligations, I agree the full amount remaining due under this contract shall become due and payable and may be charged to my credit card.
- After my Commitment Period, I will continue to participate in the program(s) to which I am then enrolled, and HTM will continue to charge my credit card monthly.
- Prices on all products and services are subject to change at HTM's sole discretion at any time outside my Commitment Period.
- I may change programs and/or enroll in additional programs with HTM.
- I may choose to discontinue my enrollment at any time after the Commitment Period upon 60 days written notice to HTM. HTM may reduce this notice period to 30 days if I comply with HTM's "Exit Interview" policy. I understand there are no refunds for unused services.

Scope of Service & No Guarantees: I understand that I have 100% responsibility for taking action to help myself. HTM provides educational and business advisory services only. HTM does not provide legal, tax, investment or insurance advice. I understand the Firm makes no guarantees or representations as to outcomes I can expect if I follow any advice or implement any lessons. I will ensure anything I do based on any advice I get from HTM, its employees and contractors, or from any of my fellow participants, is in compliance with all laws, bar rules and common sense.

Events: As part of my participation in HTM's program(s), I expect to attend various events organized by HTM and its affiliates. ("Events")

I promise to keep strictly confidential everything I learn about the lives, businesses, hopes, dreams, fears, financial performance or goals of my fellow participants and organizers at Events, or in any part of any HTM program, meeting or conference. I understand that failing to do so may result in my termination from any program in which I am enrolled, without refund, without release from my financial obligations, and that I will earn the general scorn and disdain of my fellow participants who are each depending on my discretion, as I am in theirs.

I understand that Events may contain activities in which my participation would include verbal, emotional and physical acts, including moving on and off a stage and to various positions, rooms, spaces or other locations where parts of the Events will be held. I understand that there is no part of any of the Events in which participation is required, and that I am under no obligation to participate in any part of any of the Events. I will only participate in portions of the Events for which I am physically fit and emotionally capable.

I understand agree that nothing said in the Events by HTM or others with whom I may interact should be considered by me to be individualized legal, financial, tax, medical or any other kind of professional advice. I understand that HTM makes no representations, promises, assurances or warranties as to the results I may achieve by implementing any advice, information, tools or techniques I learn while participating in the Events (or any other learning experience provided by hem.) I will exercise my own good judgment and/or seek independent professional legal, tax and financial advice before relying on or acting upon any information from the Events or HTM.

I release, indemnify and hold HTM, its owners, members, directors, officers, past and present employees, agents, affiliated companies, assigns, and successors (the “Released Parties”) harmless from any injuries, whether physical, emotional, financial, or otherwise, I may sustain at the Events, or as a result of attending Events, whether caused by the Released Parties or others, and even if such injuries result from the negligence of the Released Parties.

I consent to the recording and use of my image, likeness, voice and writings during the course of the Events, in any medium, (the “Recordings.”) I permanently and irrevocably assign any and all rights I may have to the Recordings to HTM. I further assign all rights, title, and interest to HTMSLF, in any photographs, motion pictures, audio recordings, or other records of the Events that I capture (“Participant’s Recordings.”) I understand that HTM has granted me no right or license to Participant’s Recordings, but that HTM will consider my request to grant rights or a license.

I understand that HTM may use the Recordings and Participant’s Recordings for any purpose, including but not limited to advertising, marketing, promotions, publishing on websites and social media.

I release and indemnify the Released Parties from any claims and demands arising out of the Recordings and/or Participant’s Recordings, without limitation, including claims for invasion of privacy, infringement of my right to publicity, defamation, and any other personal and/or property rights.

I explicitly agree that I am not entitled to any compensation or fees for any written content or media that I may share with HTM about the Event or my experiences with HTM, and that my sole consideration is my ability to participate in the Events.

I understand that HTM relies upon each of my statements above in agreeing to allow me admission into the Events.

Intellectual Property: I understand and agree that HTM does not, directly or by implication, by estoppel or otherwise, grant me any rights or licenses in any of HTM’s intellectual or tangible property. HTM shall retain title to and all rights in the all of HTM’s content and related services (the “HTM Offerings.”) including without limitation all intellectual property, know how or rights therein, including, without limitation any patent, copyright, trade secret, trademark and other proprietary rights, within the HTM Offerings.

GENERAL DISCLAIMER OF WARRANTIES: I UNDERSTAND AND AGREE THAT THE HTM PROGRAMS AND OFFERINGS ARE PROVIDED “AS IS” AND HTM MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE HTM PROGRAMS AND OFFERINGS OR ANY RESULTS TO BE ACHIEVED THROUGH USE OF THEM. I UNDERSTAND AND AGREE THAT HTM DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, AND THAT THE PROGRAMS OR CONTENT WILL MEET MY REQUIREMENTS.

LIMITATION OF LIABILITY: I UNDERSTAND AND AGREE THAT IN NO EVENT SHALL HTM’S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR INDEMNIFICATION WHATSOEVER EXCEED THE FEES PAID BY ME TO HTM. FURTHERMORE, I UNDERSTAND AND AGREE THAT HTM SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT OR OTHERWISE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Dispute Resolution: If disagreements cannot be resolved between me and HTM senior management, we shall submit such disagreement to mediation before a mediator agreed upon between the parties. The parties agree that they will participate

meaningfully in the mediation. The parties further agree that during this dispute resolution process, they shall each keep the dispute confidential.

If the parties cannot resolve their differences in mediation, they will submit the dispute to binding arbitration. The rules of the arbitration shall be agreed upon by the parties prior to the arbitration and based upon the nature of the disagreement. To the extent that the parties cannot agree on the rules of the arbitration, then the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect on the Effective Date of this Agreement and except as the applicable rules are modified by this Agreement, shall apply. The proceedings shall be held in Miami-Dade County, Florida, U.S.A. Any mediation and/or arbitration proceeding hereunder shall be conducted on a confidential basis. Judgment of the arbitrator shall be final and may be entered in any court of competent jurisdiction.

Any claim which is beyond the scope of the arbitration provision, may be submitted by any affected party to a court of competent jurisdiction located in Miami-Dade County, Florida, U.S.A., and each party hereby agrees, and irrevocably consents to exclusive and sole jurisdiction and venue in such courts for all such disputes and litigation arising under or relating to this Agreement.

Mutual Non-Disparagement: I agree that neither HTM nor I will make or induce others to make any negative, critical, or adverse remarks, whether written or oral, concerning one another, or any of HTM's affiliated entities, officers, directors, employees, publications, products, or services (hereafter "Disparaging Remarks"), except if testifying truthfully under oath pursuant to a lawful court order or subpoena.

Governing Law: This Agreement shall be governed by, enforced, and construed in accordance with the laws of the State of Florida, U.S.A., without regard to or application of conflict of law rules or principles. The parties agree that the terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply to this Agreement.

Costs and Attorneys' Fees: In the event of any dispute or arbitration hereunder, the prevailing party shall be entitled to recover its costs and disbursements incurred, together with reasonable attorneys' fees to be fixed by the arbitrator or court at arbitration, trial or on appeal.

Cumulative Remedies. Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

I HAVE READ AND I AGREE TO THIS ENTIRE AGREEMENT.

Printed Name

Cell phone Number

Signature

Date



MASTER MEMBER AGREEMENT

Amendment To Master Member Agreement To Be Used For Current Members Only

Member Name: _____ (“Member”)

As a current member your commitment period currently ends on _____ and this shall be the Commitment Period which applies to the Master Member Agreement.

Printed Name

Cell phone Number

Signature

Date