THESE TERMS AND CONDITIONS ("Agreement"), are made by and between PARAMOUNT LEGAL OUTSOURCING, LLC (PARAMOUNT), and "Customer" and provides as follows.

1. <u>Definition of Customer.</u> A Customer, for purposes of this Agreement, shall be any person or entity that submits to PARAMOUNT, any assignment for paralegal services, either through the PARAMOUNT website through Customer's own website, or via email to PARAMOUNT. A person or entity becomes a Customer of PARAMOUNT upon submission of the assignment and is bound by this Agreement from that time forward.

2. <u>Services</u>. PARAMOUNT will provide paralegal support services to Customer, its agents or its employees that have actual or apparent authority to bind the Customer. At all material times, Customer will exercise its own professional judgment as to the scope and content of such services. The scope of such services will be reflected in an Invoice that will accompany work performed by PARAMOUNT. PARAMOUNT will not undertake any services not expressly requested by the Customer.

3. <u>Rates & Charges</u>. Customer agrees to pay the amount identified on the Invoice within thirty days of receipt. Payments not made within 30 days of the date of the invoice shall bear an interest rate of 1.5% per month. Any contest to the charges on the Invoice must be filed in writing with PARAMOUNT within 90 days of the date of the Invoice, or they shall forever be barred. The customary charges for work at the time of this Agreement are set forth in the Assignment Cover Sheet signed by Customer, which may be amended at any time with notice to and consent of the Customer.

4. <u>Term and Termination</u>. The term of this agreement shall commence when the Assignment Cover Sheet is executed or when an assignment is submitted through our website or through electronic mail and shall continue until terminated by either party upon thirty (30) days written notice to the other.

5. <u>Notices</u>. Any and all notices to PARAMOUNT required by this Agreement shall be in writing and delivered by email, hand delivery or Certified Mail to the address identified below.

Paramount Legal Outsourcing, LLC 94 W. Buttonwood Drive Churchville, PA 18966

6. <u>Applicable Law</u>. The rights, duties and obligations of the parties shall be construed and governed by the laws of the state wherein Customer has their principal place of business.

7. <u>Modification</u>. All of the essential terms or representations made prior to, or contemporaneously made herewith, are included within this Agreement. This Agreement can only be modified by a written instrument duly authorized and executed by both parties, which includes electronic mail so long as there is sufficient proof that the message was received and assented to.

8. <u>Severability.</u> If any term or provisions of this Agreement or any application thereof shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

9. <u>Attorney Fees and Expenses</u>. In the event an action is initiated to collect monies owed under this Agreement, the prevailing party's reasonable attorney's fees, taxable costs, and expenses shall be paid by the non-prevailing party. This includes the costs and expenses of collections and appeals.

Professional Duty of Customer. Customer is a lawyer or law firm. 10. PARAMOUNT is not a lawyer or law firm. It is solely the obligation and duty of Customer to read, review, research, know and understand all relevant areas of law with respect to assignments issued to PARAMOUNT. PARAMOUNT provides drafting services at the request of *licensed attorneys and law firms only*. Requests submitted by anyone other than lawyers or law firms will be returned immediately, and no work will be performed. PARAMOUNT does **not** offer drafting services to the general public. PARAMOUNT does not give legal advice, offer opinions or strategies, or impart its own judgment as to the content, merits or legality of any document it prepares. PARAMOUNT will prepare documents for lawyers when requested, in the format requested. It is ultimately the obligation of the lawyer or law firm to sign off on all documents, and in so doing to attest to their legal merit, accuracy, purpose, and content. PARAMOUNT has no liability whatsoever for inaccurate or incomplete documents. Customer has the final say as to the nature, merit and content of all documents.

11. <u>Submission of Assignments</u>. All assignments submit to PARAMOUNT are subject to these terms and conditions. By submitting an assignment, Customer agrees to be bound by the terms and conditions herein.

12. <u>No Guarantee</u>. While we strive to complete every assignment on time and completely, we cannot guarantee that pleadings, motions, etc., will be filed with the court by a certain date or time. It is ultimately the responsibility of the Customer to confirm that documents will be completed, reviewed, signed and filed on time. We take no responsibility for items filed late, out of time, or improperly.

13. <u>Confidentiality</u>. All assignments and documents submitted to PARAMOUNT are held in the strictest of confidence. We run conflicts checks on all new assignments to ensure that we are not involved in the same matter for multiple parties or law firms. We take the confidentiality of your client's matters very seriously, and will never, unless required by court order, reveal or share any details of your assignments. For purposes of any confidentiality agreements or orders in place between Customer and any party, entity or court, PARAMOUNT shall be considered to be an agent of Customer and shall be fully bound by the terms of such agreement. Upon request by Customer, PARAMOUNT shall sign off on confidentiality agreements as required.