

Legalicious Participation Agreement

Version 3.2 — 8 October 2026. Applies when expressly accepted. Earlier accepted versions and their acceptance evidence remain unchanged.

Between Bitesize Ventures, Inc., a Delaware corporation, which operates the Legalicious program ("**Legalicious**"), and the person identified in the Acceptance Record ("**Participant**"). Participant agrees to the following in consideration of the opportunity to appear in Legalicious content, the license granted in Section 10, and, for purchased Services, the Services stated in the applicable Order Form.

This agreement has four Parts. Part A establishes the legal relationship. Part B governs Guest appearances. Part C governs purchased Services under an accepted Order Form. Part D governs a Firm's purchase and the individuals participating through it. More than one Part may apply to different activities or purchases. Section 2 explains how the Parts apply.

PART A — CORE TERMS

1. The Program

1.1 Program; nature of relationship. Legalicious is an educational media program in which lawyers and other contributors explain legal topics to founders and general audiences. Legalicious is not a law firm, does not practice law, and does not provide legal services or legal advice. Nothing Legalicious publishes is legal advice, and no attorney–client relationship arises between any viewer and Legalicious or, by reason of viewing, between any viewer and Participant.

1.2 Not a referral service. Legalicious does not refer, recommend, or match viewers to lawyers, and does not select the lawyer a viewer contacts. Any communication a viewer sends to Participant, through the platform or otherwise, is sent at the viewer's own initiative.

1.3 No fee tied to any contact. No fee under this agreement or any Order Form depends on, varies with, or is calculated by reference to any contact, enquiry, engagement, client relationship, or legal fee. Legalicious takes no share of any fee Participant earns and will not introduce any per-lead, per-contact, per-matter, or percentage element into this agreement, any Order Form, or any renewal.

1.4 Independence. Participant participates independently and is not an employee, agent, partner, or joint venturer of Legalicious. Any title Legalicious attaches to participation, including Guest Contributor, Faculty Counsel or Faculty Firm, is a title within the Legalicious program. It does not denote employment, an academic appointment, certification, specialization, or any indication of skill, experience or quality.

1.5 Eligibility. Participation is subject to Legalicious's acceptance and editorial selection. Legalicious may establish eligibility criteria, limit places in any offering and decline applications, subject to applicable law. These rights do not diminish Services already committed under an accepted Order Form.

2. Agreement Structure and Acceptance

2.1 Application. This agreement applies to Participants of any profession or occupation, including lawyers, investors, accountants, founders and other invited contributors. Provisions expressly applicable to lawyers apply only to Participants who are lawyers; other professional obligations apply only to the extent applicable to the Participant and the activity. Part A applies to every Participant. Part B applies to Guest appearances not covered by purchased Services. Part C applies to Services purchased by an individual under an Order Form, and Part D applies to an Order Form accepted by a Firm. The applicable Order Form identifies any participation title, Services and entitlements. Legalicious may offer different tiers, packages and combinations of Services; a title alone does not confer any Service entitlement. An individual may have a Guest appearance and one or more separate purchases under this agreement.

2.2 Electronic acceptance. Participant accepts this agreement by an affirmative electronic action designated for acceptance after being given the agreement and identifying Participant. That action constitutes Participant's electronic signature and agreement to be bound. No countersignature by Legalicious is required. Legalicious will create and retain an electronic **Acceptance Record** identifying Participant, the supplied contributor details, the exact agreement version and acceptance text, and the date and time of acceptance. Legalicious will make the accepted agreement available electronically following acceptance. Merely recording, submitting content or paying without the designated assent does not constitute acceptance of new legal terms.

2.3 Order Forms. An **"Order Form"** (also called an **"Enrollment"**) is a commercial or unpaid-appearance enrollment record issued by Legalicious and expressly accepted by Participant or a Firm. It identifies the governing agreement version and any purchased Services (the **"Services"**) and forms part of this agreement on acceptance, without separate countersignature. The Order Form states the commercial terms applicable to those Services, including fees and payment stages, participation and service periods, minimum commitments, renewal, cancellation, refunds, discounts and rate protection. It states the scope, quantities, cadence, access, reservations, launch conditions, delivery commitments and additional permitted uses that apply. Services may be purchased separately or in combination. An unpaid Guest Enrollment records appearance arrangements under Part B and creates no purchased Services or payment obligation. No profile, video, report, Seat, launch, recurring Service or particular delivery format is included merely by accepting this agreement.

2.4 Precedence. The accepted Order Form controls its commercial terms, including commercial defaults, without identifying individual Sections it varies. This agreement controls ownership, the licenses granted under Sections 4 and 10, publication approval, content integrity, branding and compliance, correction and removal, confidentiality, professional responsibility, indemnification, liability, dispute resolution and other substantive legal protections, including the minimum performance remedy in Section 22.4. An Order Form may expressly grant additional uses or specific delivery rights consistent with those protections, but may not restrict the universal display license in Section 10. A change to substantive legal rights requires a separately identified written amendment (a **"Legal Amendment"**) specifying the provision and change and expressly accepted by both parties; a general commercial-precedence or special-terms statement is insufficient. Subject to this rule, Part D controls over Part C for a Firm. Mandatory law prevails.

2.5 Further purchases and earlier Work. Participant or a Firm may accept further Order Forms under the same accepted agreement version without accepting that version again. Each Order Form identifies the activities and Services it covers; unless expressly linked in the affected Order Forms, expiry or termination of one does not terminate another or a separate Guest appearance. Including earlier Work in later Services does not change the rights governing that Work. A different master version requires express acceptance under Section 2.6. An Order Form cannot supply another person's appearance consent or publication approval.

2.6 Revisions and the accepted bargain. Legalicious may propose a new agreement or Enrollment, but posting it, updating prices or an account screen, continued participation, payment, or an automatic renewal does not by itself constitute acceptance of changed terms. Changes require express agreement under Section 16.4. An accepted Enrollment may itself specify future rates or an objectively defined pricing adjustment and its conditions; applying that agreed schedule is not permission to impose other changes. A new master version applies only after express acceptance, prospectively to the sessions and participation identified in that acceptance. It does not replace the versions governing previously recorded content or existing Enrollments. Any separately agreed change affecting prior rights must identify its scope under Sections 2.4 and 16.4. Legalicious retains the prior texts and acceptance evidence.

2.7 Features and methods. Subject to expressly committed Services and this agreement's legal protections, Legalicious determines and may change the design, features, operation, technology and methods used to produce, deliver, display and distribute Work and Services. Benefits not expressly included in an Order Form may be added, changed or withdrawn. Such changes may not increase agreed charges or materially diminish an expressly committed Service or specific deliverable during its agreed period without agreement. No particular feature, format, platform, placement or future benefit is promised except as expressly agreed.

3. Recordings

3.1 Recordings and Contributions. Participant may supply self-recorded material or record through an online studio or other method Legalicious makes available or accepts, with or without an agreed interviewer or producer.

"Recording" means video or audio of Participant made or supplied for the program. **"Contribution"** means everything Participant says in a Recording and any written material, biographical information or other content Participant supplies. A particular recording method or assisted session is included only where agreed; recording in real time is not authorization for live publication.

3.2 Raw Recordings and working material. Participant is responsible for retaining originals and backups of material Participant supplies. Legalicious uses uploaded Recordings and Recordings made through the online studio for production and does not provide a raw-recording storage, archive or return service. Except as expressly agreed or required by law, Legalicious has no obligation to retain, retrieve or supply raw Recordings, unused takes, working copies or project files, and may delete them when no longer needed for production. This does not limit agreed deliverables, published-version archiving and filing, or retention needed to complete purchased Services or an agreed resumption. Finished Work is supplied under Section 10 and the applicable Order Form. Recording or uploading is not approval to publish.

3.3 Legalicious's discretion. Legalicious selects from recorded material for technical quality, relevance, editorial fit, and the content standards in Section 7. Legalicious may request a further session, use a portion of a Recording, or decline to use any of it. These decisions remain subject to the Services and remedies in an accepted Enrollment and Parts C and D. Recording or uploading alone carries no guarantee that material can be used.

4. Ownership and License

4.1 The Work. Legalicious owns all right, title, and interest in the Work. **"Work"** means everything Legalicious creates from the Recordings and Contributions, including finished videos, written profiles and profile pages, edits, captions, graphics, transcripts, summaries, excerpts, compilations, and any other derivative. Music, stock assets, and other third-party materials incorporated in the Work remain the property of their respective owners and are used under license.

4.2 Recordings and Contributions. Participant retains all rights Participant holds in Participant's own ideas, concepts, know-how, self-recorded or other supplied material and underlying Contributions, including when recorded through the online studio or incorporated in the Work. Participant remains free to use, develop, publish and license Participant's own ideas and material elsewhere. Legalicious acquires no ownership of those ideas or underlying material under this agreement. Appearing in an online studio Recording does not itself confer ownership of that Recording; retained rights do not create a right to receive raw files under Section 3.2. Participant grants Legalicious a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, sublicensable license to reproduce, edit, excerpt, adapt, caption, transcribe, translate, combine with other material, and otherwise use Recordings and Contributions to produce, distribute and promote the Work. Legalicious's ownership of the Work does not transfer ownership of Participant's underlying material. Publication and distribution remain subject to Sections 5–8 and applicable law; these limitations regulate use of the license and do not confer a general right to revoke it. Participant warrants that uploaded material is Participant's own or supplied with the necessary permissions, that other persons appearing have consented to the contemplated use, and that Participant has the right to include any third-party material.

4.3 Distribution. Legalicious may distribute approved Work in its library, series, excerpts and compilations, and on Legalicious and authorized partner channels, subject to Sections 5–8 and express Order Form commitments. Legalicious may decline, suspend, restrict, relocate or discontinue publication or distribution of any Work at any time in its editorial or business discretion, including for programming, commercial, technical, reputational or compliance reasons, without requiring Participant's consent. A ground under Section 6.1 is not required for Legalicious to exercise that discretion. Express purchased-Service commitments and the remedies in Section 22.4 remain enforceable; withdrawal alone does not revoke Participant's Section 10 license for authorized independent copies. A series or compilation may carry disclosed sponsorship; except in a Firm Series under Section 25.4, Participant's segment is not itself used to promote a sponsor. No continued publication or hosting is promised except as expressly agreed.

4.4 Name and likeness. Participant grants Legalicious an irrevocable, worldwide, royalty-free license, for as long as any of the Work is published or served under this agreement, to use Participant's name, likeness, image, voice, biographical information, credentials, and the name of Participant's firm or organization in the Work, in promotion of the Work and Legalicious, and in transcripts and text derived from the Work including search and AI-discoverability structuring. Legalicious may identify Participant by an applicable participation title, accurately distinguishing current from historical participation. Legalicious credits Participant in the form it determines, subject to the Compliance Standard. For a lawyer, jurisdictions of admission are included where a rule of a jurisdiction in which Participant is admitted requires it; Participant identifies such requirements. Temporary restriction or withdrawal does not terminate this license for otherwise authorized use, including compliant republication under Section 6.7. This license is subject to Sections 5, 6 and 10 and the express name/logo permissions under Sections 7.7, 11 and 29.

4.5 Use of AI. Legalicious uses artificial-intelligence tools in producing, captioning, transcribing, structuring, translating, and distributing the Work. Legalicious will not license or supply the Work or the Recordings, or Participant's name, likeness, or voice, to any third party as training data, and will not use them to generate a synthetic likeness or voice of Participant. Structuring content for search and AI discoverability is part of production, not training.

4.6 Legalicious materials. Prompts, the question library, series concepts, scripts, production guides, the Style Spectrum methodology and any score, and all site copy are Legalicious's. Participant receives no rights in them beyond what is needed to participate.

4.7 Other Participants' content. Nothing in this agreement gives Participant any right in any other Participant's content or in anything else Legalicious publishes.

4.8 Style Spectrum. A Style Spectrum score or characterization is Legalicious's editorial opinion about communication style, not a statement of fact about ability. Participant has no contractual right to a particular score or

its revision. Section 6 applies to material factual inaccuracies, misleading presentation and other grounds specified there; disagreement with an editorial opinion alone is not such a ground.

5. Review and Approval

5.1 Review. Legalicious makes each produced segment, video or profile featuring Participant (an "**Item**") available to Participant for review by a reasonable electronic method and notifies Participant through the designated contact or review channel. Where the Item forms part of an episode, Participant reviews the Item only, not other Participants' Contributions or the episode as a whole.

5.2 Approval. Participant approves by the means Legalicious provides for that purpose, including email. Nothing featuring Participant is published without affirmative approval. Approval is of the edited Item itself. Captions, music, graphics, credits, labels, descriptions and formatting may vary by platform, series and use; Legalicious may add or change them without further approval provided the material content Participant approved is not altered and the Compliance Standard is met.

5.3 Corrections and optional editing. Legalicious will correct its own errors and address material accuracy, attribution, content-integrity and compliance concerns before publication, subject to Sections 5, 6 and 8 and the remedies for purchased Services. Legalicious determines an adequate correction or other remedy and obtains approval of changed material as required by this agreement. Required corrections and remedies carry no additional editing fee. Other editing requests are considered case by case and may be declined; any included allowance or fee is stated in the applicable Order Form or separately agreed before work begins. Publication approval does not give Participant editorial or production control. Section 5.4 governs re-recording; Section 6 governs corrections and removal after publication.

5.4 Re-recording. Participant may ask to record again to change something Participant said. Except where required to correct Legalicious's errors or provide a remedy under this agreement, re-recording is at Legalicious's discretion and is not automatically included. The scope and any additional production or recording-assistance fee must be agreed before the work begins. A re-recorded take replaces the original for that Item and is produced and delivered for review under this Section 5. For purchased Services, Section 21.5's required replacement-production remedy remains available.

5.5 No response. The consequences of no response are stated in Section 17.6 for a Guest appearance and Section 21 for purchased Services. Silence is never approval; in no case is an Item published without approval.

5.6 Declining. An Item or proposed material revision that Participant has not approved will not be published. Any production or financial consequence follows Part B or the applicable Order Form and Part C. Declining a proposed revision does not withdraw approval of an earlier version, but that version may be used only if it continues to satisfy Sections 6–8.

5.7 After approval. Legalicious may re-cut, trim, excerpt, caption and format an approved Item for other platforms, series, compilations and promotional uses, and quote it in text, without further approval if the approved material content and meaning are preserved. A change to that content or meaning requires Participant's affirmative approval of the proposed revision before publication. Sections 6 and 8 continue to apply.

5.8 Editorial discretion. Legalicious may decline, suspend, restrict or discontinue publication under Section 4.3, including for editorial, business, content-standard, compliance or professional-responsibility reasons. Participant's approval does not compel publication. This discretion does not discharge an express paid-Service commitment or the applicable remedies under Sections 21.5 and 22.4.

6. Corrections and Removal

6.1 *Grounds.* Legalicious will address an affected Item under this Section where its continued publication:

- (a) contains a material factual or legal inaccuracy or is materially misleading, including because of a change in law, a subsequent judicial decision or an authoritative interpretation relevant to the Item's subject and jurisdiction;
 - (b) inaccurately identifies Participant's name, affiliation, professional title, credentials, admissions or bar status, or misleadingly presents historical information as current; or
 - (c) violates applicable law, a binding court or regulatory direction, an applicable professional rule, a confidentiality obligation or a third party's rights, or exceeds the publication approval or permissions granted under this agreement.
- A difference of legal or editorial opinion alone does not require correction or removal. A change in law or circumstances is assessed in the context in which the Item is presented; accurately identified historical material need not be removed unless its continued presentation is unlawful or materially misleading.

6.2 *Notice and assessment.* Participant will promptly notify Legalicious of a concern under Section 6.1 by email to team@legalicious.com or another designated method, identifying the affected content, the concern and reasonably available supporting information. Legalicious will assess the concern promptly, reasonably and in good faith, and may request information needed to resolve it. Legalicious will also act on a qualifying concern of which it otherwise becomes aware. This Section does not require continuous monitoring of legal developments, but does not excuse continued distribution after awareness of a qualifying concern.

6.3 *Remedy and timing.* Legalicious will, at its election, correct, update, replace, restrict access to or remove the affected material to resolve the concern, at no charge to Participant for that remedial action. On channels it controls, Legalicious will take the applicable remedial action within thirty calendar days after receiving a reasonably specific notice credibly identifying a Section 6.1 ground or otherwise becoming aware of that ground. If assessment or correction cannot be completed within that period, Legalicious will restrict the affected distribution pending resolution. Where continued distribution presents a credible risk of material harm requiring urgent action, Legalicious will use commercially reasonable efforts to expedite an appropriate remedy, including interim restriction or removal where appropriate. Legalicious will comply with any shorter period required by applicable law or a binding court or regulatory direction. If Legalicious reasonably concludes that no Section 6.1 ground is established, it will explain its determination within thirty calendar days of the notice. A request for further information does not automatically restart these periods.

The remedy must address the affected content and its presentation wherever distributed under Legalicious's control. A separate page notice or description is insufficient where the video or other independently circulated version would remain materially inaccurate or misleading. Legalicious may use a correction incorporated in the Item, accurate historical attribution or a clearly identified publisher's notice where that adequately resolves the concern. A change to Participant's approved material content or meaning requires affirmative approval under Section 5.7; absent approval, Legalicious will restrict or remove the affected material rather than attribute an unapproved statement or position to Participant.

6.4 *Syndication and copies.* Legalicious will promptly notify authorized distribution partners of the affected versions and require correction, replacement or removal within thirty calendar days of that notice, using commercially reasonable efforts to secure compliance and to expedite partner action where continued distribution presents a credible risk of material harm requiring urgent action. Any shorter period required by applicable law or a binding court or regulatory direction remains applicable. Section 10.5 governs copies displayed by Participant or a Firm. Legalicious will apply the remedy to affected excerpts, compilations and promotional versions, and cease supplying a superseded or withdrawn version for further distribution. Legalicious cannot guarantee removal of copies held by

unauthorized third parties or outside its control, but will use reasonable efforts to address identified unauthorized reposts.

6.5 Scope and editorial control. Legalicious determines the appropriate remedy, provided it adequately resolves the Section 6.1 ground. It may remove an affected portion, re-cut an episode or withdraw the whole Item; unrelated content need not be withdrawn where a narrower remedy is adequate. A change of preference, departure from a firm, cancellation of Services or withdrawal from future appearances does not by itself entitle Participant or a Firm to require removal of approved Work. Express name and logo permissions under Sections 7.7, 11 and 29 remain applicable, but do not confer control over unaffected material.

6.6 Participation and financial effect. Action under this Section does not by itself cancel an Order Form, revoke a license, create a refund or extinguish an accrued payment. Cancellation and financial consequences follow the accepted Order Form and Sections 22 and 23, including the minimum performance protection. Participant may separately give a cancellation notice. Legalicious need not provide new production instead of an adequate removal remedy unless the Order Form or a paid-Service remedy requires it.

6.7 Records and republication. Legalicious may retain nonpublic archival, evidentiary and legally required copies. A restricted or removed Item may be republished only after the relevant ground has been resolved and applicable permissions and compliance requirements are satisfied. The original approval remains effective for unchanged material; revisions to Participant's material content or meaning require approval under Section 5.7. Ending a restriction does not permit publication of a prohibited version.

6.8 Mandatory rights. Nothing in this agreement limits a right or remedy that cannot lawfully be waived, an applicable statutory right to terminate a copyright grant, or compliance with a binding legal order. Subject to those rights and the express protections in this agreement, Participant and a Firm have no general contractual right to withdraw approved Work from circulation or revoke the licenses granted to Legalicious.

7. Conduct and Compliance

7.1 Content standards. Participant will comply with all applicable laws and ethical guidelines in every Contribution, and in particular will not:

- (a) disclose client confidences or privileged information;
- (b) provide specific legal advice to an identifiable person;
- (c) make comparative claims regarding other lawyers, firms, or businesses;
- (d) guarantee or predict results;
- (e) claim a certification, specialization, or credential Participant does not hold, or, if a lawyer, use the terms "specialist" or "expert" in describing Participant's practice unless permitted in every jurisdiction in which Participant is admitted;
- (f) use superlatives regarding Participant or Participant's firm or organization;
- (g) state or imply a right to practice law, or a right to practice in a jurisdiction in which Participant is not admitted;
- (h) include material that is sealed, subject to a protective order, or otherwise prohibited from public disclosure;
- (i) solicit business or invite viewers to engage Participant or Participant's firm or organization in a video — a profile page, where Participant has one, is where Participant is presented to viewers, and the videos are educational; or
- (j) make any false or misleading statement.

7.2 Lawyers. A Participant who is a lawyer warrants that Participant is licensed and in good standing in each jurisdiction stated in the Acceptance Record, and is solely responsible for determining the legality of each Contribution, and of any profile page, under the rules of professional conduct and lawyer advertising rules that apply

to Participant.

7.3 Labeling. Legalicious applies the labels, notices and disclosures in the Compliance Standard in Schedule 1 and any further labeling, disclosure or placement requirement of a jurisdiction in which Participant is admitted that Participant identifies. Legalicious may update the Standard as provided in Schedule 1; Section 2.7 does not waive these obligations.

7.4 Filing. Some jurisdictions require a lawyer to file a copy of an advertisement with a bar authority before or upon first dissemination, with a transcript where the advertisement is video. Because that filing requires a copy of the Item rather than viewing access alone, where Participant is a lawyer and identifies such a requirement, Legalicious will supply on request the final file and a transcript of any Item in which Participant appears, and will not publish the Item until Participant confirms the filing is made or the review period has run.

7.5 Standing and changes. Participant warrants that Participant's credentials, affiliation, biographical information and, if a lawyer, admissions are accurate, and will promptly notify Legalicious of any relevant change, including a change of name or firm, disciplinary proceeding, suspension or loss of license. Legalicious will address resulting inaccuracies or compliance concerns under Section 6 and may suspend publication pending assessment. Continued availability must not misleadingly imply current affiliation, active admission or good standing.

7.6 Non-lawyers. A Participant who is not a lawyer acknowledges that what Participant says on camera about Participant's own company, transactions, disputes, or legal matters may waive privilege or breach confidentiality obligations Participant owes to others, and that this is Participant's responsibility.

7.7 Organization approval. Participant warrants that Participant has any approval Participant's firm or organization requires for participation and for the use of its name in credits and on any profile page, including its remaining in published videos if Participant leaves. Where the firm or organization has given its consent on an Order Form or otherwise in writing, the elections in that consent govern its name and logo. A logo is used only where the firm or organization has licensed it in writing.

8. Participant's Controls

8.1 Material content. Legalicious will not alter Participant's approved material content or present an excerpt out of context so as to change its meaning without Participant's affirmative approval of the proposed revision. Section 6 does not authorize an unapproved substantive statement or endorsement on Participant's behalf.

8.2 Accuracy and compliance. Requests concerning material errors, changed law, professional status or other compliance matters are governed by Section 6. Participant may identify the concern and proposed correction; Legalicious chooses an adequate remedy in accordance with that Section.

8.3 Suppression. Legalicious will accommodate reasonable, specific requests by a Participant who is a lawyer to suppress or alter display of an element, such as engagement counts, where required by a rule of a jurisdiction in which Participant is admitted.

8.4 Change of control. If Legalicious transfers the Legalicious program, or the Work, to a third party that will operate it under a different brand, Legalicious will obtain Participant's consent before Participant's name, likeness, or Work is used under that brand. Consent is not required for a transfer under which the Legalicious program continues under its own name.

9. Information and Audience

9.1 Participant's information and account. Legalicious uses the information Participant provides under this agreement to administer it, to produce, label, and distribute the Work, and to communicate with Participant, and does not sell it. Where Legalicious provides Participant with an account, Participant will keep its credentials secure and is responsible for activity under it. Any terms that apply to use of the Legalicious website apply to Participant as they do to any other user; where they conflict with this agreement, this agreement prevails.

9.2 Audience information. Legalicious may provide aggregate audience information and any further information it lawfully makes available from time to time. Any purchased reporting is governed by the applicable Order Form and Section 19.6. No reporting frequency, dashboard, named audience information or contact details are promised by this Section. Legalicious does not supply members' contact details.

9.3 Viewers and contact. Participant is solely responsible for Participant's handling of any communication a viewer sends to Participant and for Participant's own use of any audience information, including compliance with the rules of professional conduct that apply to Participant.

10. Use of the Work by Participant

10.1 Universal display license. Legalicious grants every Participant, including a Guest Contributor, a perpetual, non-exclusive, non-transferable license to display each approved video or segment featuring Participant and any approved written profile on Participant's or Participant's firm's or organization's channels, including websites, Participant's social media, newsletters and presentations. The license is independent of payment, tier, renewal and continued paid participation, subject to this Section's approved-version, branding, permitted-use and correction/removal conditions. It does not itself require any particular deliverable or hosting Service.

10.2 Access and delivery. For each Item approved by Participant and cleared by Legalicious for distribution under Sections 5–8, Legalicious will provide a usable means of display without a further purchase. Legalicious determines suitable methods, including hosted pages, players, links, downloads or other methods, and may change technologies or providers. Except as expressly agreed or required by Sections 7.4 and 19.5, no particular file, format, platform, download, hosting period or support is promised. Participant may use supplied or otherwise authorized access or copies, without circumventing access controls. Payment conditions for a purchased deliverable do not restrict the license for otherwise available authorized access or copies.

10.3 Conditions. Participant will display approved Work as supplied or expressly authorized, with Legalicious branding, advertising labels, credits and required notices intact, and will not re-edit, extract from, sublicense or use it in paid promotion without Legalicious's prior written consent. Participant's added descriptions must include required labels and notices. Additional uses do not waive core protections except by amendment under Section 2.4. Participant must have the firm's or organization's permission to post on its channels and is responsible for displays Participant arranges there and compliance with Section 10.5. An independently supplied copy for a firm's separate use requires that firm's agreement to the applicable use, correction and removal conditions; ordinary sharing through an authorized player or link requires no separate undertaking. No transferable firm license is implied.

Legalicious will clear the third-party materials it adds for the authorized display uses, or substitute suitable materials before clearing the Item for distribution. A restriction affecting a proposed method of use must be disclosed before Item approval and, for a purchased entitlement, before Order Form acceptance. Disclosure does not excuse failure to secure rights needed for an authorized or promised use.

10.4 *Continuing rights.* The license continues after participation or hosting ends, including for items completed later under an accrued production or delivery obligation. Authorized copies may continue to be displayed, subject to Sections 6, 10.3 and 10.5 and applicable name/logo permissions. Removal from Legalicious's library for editorial reasons or cessation of hosting alone does not require removal of an authorized independent copy. Express post-participation delivery or access promises remain binding; the license alone does not require continued hosting or support.

10.5 *Correction of independent copies.* On notice identifying affected versions and a ground under Section 6.1 or an applicable name, logo or use-permission restriction, Participant and any displaying Firm will cease public use of the affected version, remove it from channels they control and use an approved replacement if supplied. They will comply within thirty calendar days of notice, subject to any longer express withdrawal period for the particular permission, and use commercially reasonable efforts to expedite action where continued distribution presents a credible risk of material harm requiring urgent action. Any shorter period required by applicable law or a binding court or regulatory direction remains applicable. Legalicious will reasonably cooperate in replacement or removal. Each party will notify recipients it authorized and use reasonable efforts to obtain equivalent correction or removal. Private compliance or evidentiary copies may be retained. Delivery of a file does not exempt it from this Section; editorial withdrawal alone does not revoke an otherwise compliant display license.

11. Change of Firm or Organization

11.1 *Notice and attribution.* Participant will promptly notify Legalicious of a change of firm or organization. Inaccurate attribution is addressed under Section 6. Updates to an active profile and additional production follow the Order Form; no duty to maintain a discontinued profile arises.

11.2 *Published Work.* A change of firm does not itself require withdrawal of previously approved Work. Legalicious may use accurate historical attribution where permitted and not misleading. Written name-use permissions govern; if the former name may not remain, Legalicious will remove or revise the affected credit or withdraw the affected material, at its election. A requested re-cut of credits or other new production beyond an adequate Section 6 remedy is subject to a reasonable fee agreed before that work begins. Section 10.5 applies to independent copies, and Section 28.3 applies to Firm Participants.

11.3 *New firm or organization.* The new firm's or organization's name is used in credits and on any profile page subject to Section 7.7.

12. Representations and Warranties

Participant represents and warrants that:

- (a) Participant has the right to appear and to grant the rights in this agreement, including any permission required by Participant's firm or organization, and will notify Legalicious if that permission is withdrawn;
- (b) Participant's statements are Participant's own and are not made on behalf of Participant's firm or organization;
- (c) Participant has not disclosed, and will not disclose, confidential or privileged information belonging to any person;
- (d) no material supplied by Participant infringes the rights of any third party;
- (e) Participant's credentials, biographical details, and, if a lawyer, jurisdictions of admission are as stated in the Acceptance Record, and Participant will notify Legalicious promptly of any change; and
- (f) Participant has not supplied and will not supply material whose public disclosure is prohibited by law, court order, or a binding confidentiality obligation.

13. No Performance Guarantees

13.1 Legalicious makes no representation, warranty, or promise as to contacts, enquiries, clients, matters, revenue, views, watch time, followers, engagement, shares, search or AI ranking, or the reach or algorithmic behaviour of a third-party platform. A specific distribution, Service, delivery or placement commitment expressly stated in an Enrollment remains enforceable as a commitment to perform that activity, not a guarantee of audience or business results. No other placement, prominence, duration or minimum distribution is promised.

13.2 Audience and reach figures in Legalicious materials describe Legalicious and partner channels in aggregate. They are estimates and not a contractual commitment.

13.3 Placement in a series is subject to editorial fit and scheduling, except for the specific Services or placement expressly promised in an Enrollment. Publication always remains subject to approval and compliance under Sections 5–8.

13.4 *Editorial independence.* A fee buys the Services and entitlements expressly stated in an Order Form, including, where applicable, a Firm Series. Except for an entitlement expressly stated in an Order Form, a fee does not buy editorial treatment or placement. Topic selection, placement outside those express entitlements, the Style Spectrum, and the editorial treatment of what Participant says remain editorial decisions made without regard to any fee.

14. Confidentiality

14.1 *Confidential information.* Each party will keep the other's confidential information confidential and use it only for the purposes of this agreement. Confidential information includes non-public pricing or commercial terms specific to Participant or a Firm, unpublished content, the platform roadmap, and, before public launch, the identities of other Participants.

14.2 *Permitted disclosure.* A party may disclose confidential information to its employees, contractors, and professional advisers who need to know it for the purposes of this agreement and who are bound by confidentiality obligations at least as protective as this Section, and remains responsible for their compliance.

14.3 *Public statements.* Following publication of approved content, Participant may state that Participant has appeared on Legalicious and may accurately describe the topic. A participation title may be used when conferred by Legalicious on the conditions stated in the applicable Order Form or written confirmation. Statements must accurately distinguish current from past participation and must not imply employment, certification or endorsement.

14.4 *Exclusions.* Information that is public otherwise than by breach, independently known or developed, or required to be disclosed by law or by a regulator or bar authority is not confidential information.

15. Indemnification; Limitation of Liability

15.1 *Indemnification.* Participant will defend, indemnify, and hold harmless Legalicious, its affiliates, and their respective officers, directors, employees, and contractors from any third-party claim, loss, liability, or reasonable cost, including reasonable attorneys' fees, to the extent arising from or alleging:

- (a) Participant's breach of this agreement;
- (b) any Recording, Contribution, or other material supplied by Participant that infringes or violates a third party's intellectual-property, privacy, publicity, or other rights; or
- (c) Participant's violation of applicable law, professional rule, or court order.

The indemnity does not apply to the extent a claim results from Legalicious's alteration of approved material in violation of Section 8.1 or Legalicious's breach of this agreement. Legalicious will notify Participant promptly of a claim and cooperate reasonably in its defence.

15.2 *Limitation.* LEGALICIOUS IS NOT LIABLE TO Participant OR A FIRM FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFIT, REVENUE, BUSINESS OR GOODWILL. LEGALICIOUS'S TOTAL LIABILITY FOR A CLAIM OR SERIES OF RELATED CLAIMS, IN AGGREGATE TO Participant, A FIRM OR BOTH, INCLUDING A FIRM PURCHASING SERVICES WITHOUT INDIVIDUAL SEATS, IS LIMITED TO THE GREATER OF US\$1,000 AND THE SUM OF (A) FEES PAID FOR THE AFFECTED RECURRING SERVICES DURING THE TWELVE MONTHS BEFORE THE FIRST EVENT GIVING RISE TO THE CLAIMS AND (B) FEES PAID BEFORE THAT EVENT FOR THE AFFECTED ONE-TIME SERVICES. THE CALCULATION INCLUDES ALL AFFECTED Order Forms WITHOUT COUNTING ANY FEE MORE THAN ONCE; INSTALLMENTS FOR A ONE-TIME PURCHASE ARE ONE-TIME-SERVICE FEES. UNRELATED SERVICES DO NOT INCREASE THE CAP. EXPRESSLY OWED REFUNDS ARE PAYMENT OBLIGATIONS AND ARE NOT LIMITED BY THIS SECTION. THIS SECTION DOES NOT LIMIT Participant'S OR A FIRM'S INDEMNITY OBLIGATIONS, LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUD, OR LIABILITY THAT CANNOT LAWFULLY BE LIMITED.

15.3 *Insurance.* Participant is not required to maintain insurance as a condition of participation.

16. General

16.1 *Governing law.* This agreement is governed by the laws of the State of Delaware, without regard to its conflict-of-laws rules.

16.2 *Disputes.* Any dispute arising under this agreement will be resolved by binding arbitration administered by JAMS under its Streamlined Arbitration Rules, before a single arbitrator seated in Wilmington, Delaware, conducted by videoconference unless the parties agree otherwise. Either party may instead bring an eligible claim in a court of small-claims jurisdiction, and either party may seek injunctive relief in a court of competent jurisdiction to protect intellectual property or confidential information.

16.3 *Entire agreement.* This agreement, its Schedule, each Enrollment accepted under it, and any expressly accepted Legal Amendment are the entire agreement between the parties on their subject matter and supersede prior discussions, proposals, and marketing materials, including any Legalicious invitation and any summary of this agreement in it. This integration does not replace a prior accepted agreement, Enrollment or accrued right outside the scope expressly agreed under Sections 2.6 and 16.4. Neither party relies on any statement not set out in them; nothing excludes liability for fraudulent misrepresentation.

16.4 Amendment. Amendments are in writing expressly accepted by both parties, including by electronic acceptance or an exchange of emails that clearly identifies the change and agreement to it. Enrollment amendments identify the affected Enrollment, changed commercial terms, effective date, and treatment of Services, payments and rights already accrued. Changes to substantive legal rights follow Section 2.4. Silence, failure to cancel, a prechecked box, or an administrative update is not acceptance of a proposed amendment. An agreed renewal or scheduled price adjustment operates only on its already accepted terms.

16.5 Notices. Notices are given by email to Participant or a Firm at the address in the Acceptance Record or Enrollment, and to Legalicious at team@legalicious.com, and ordinarily are deemed received on the next business day. A cancellation submitted through an offered cancellation method or to that email is effective for notice-timing purposes when submitted, subject to the Enrollment's disclosed cutoff and applicable law, without waiting for an acknowledgment. An Enrollment may provide additional notice methods. Any legally required method or timing also applies.

16.6 Assignment. Legalicious may assign this agreement to an affiliate or a successor to the Legalicious program, subject to Section 8.4. Participant may not assign it.

16.7 Severability; waiver. If any provision is held unenforceable it is severed and the remainder continues. No failure or delay in exercising a right is a waiver of it.

16.8 Electronic acceptance; counterparts. This agreement and any Order Form are accepted electronically under Sections 2.2 and 2.3. Where Legalicious agrees to a signed version, it may be signed electronically and in counterparts.

16.9 Third parties. No third party has rights under this agreement, except that Participant's firm or organization may enforce Sections 7.7 and 11 as to its name.

16.10 Survival. Sections 1, 4, 6, 8, 9.3, 10, 11, 12, 13, 14, 15, and 16 survive the end of Participant's participation, as to content already produced and Work produced, approved or supplied later in fulfillment of an accrued production or delivery obligation. The applicable approval, content-integrity and compliance requirements continue for that Work. Any Part B, C, or D provision stated to survive also does so.

PART B — GUEST CONTRIBUTOR TERMS

17. Guest Participation

17.1 *Application.* This Part applies to Guest appearances not included in Services purchased under an Order Form. A separate purchase does not, by itself, convert a Guest appearance into a paid Service.

17.2 *Participation process.* An accepted Guest Enrollment may record the unpaid appearance arrangements, with a later Series Confirmation identifying a particular invitation, topic or recording plan. Legalicious may invite Participant to appear and arrange recording under Section 3. Any topic preferences express willingness, not an appearance commitment or reservation. Legalicious decides where recorded material is used, subject to Section 5. Acceptance of this agreement does not commit Participant to an appearance or Legalicious to invite one, use recorded material or place it in any particular series.

17.3 *Guest rights.* Participant receives the opportunity to appear, credit under Section 4.4 and the universal display license under Section 10. Any additional discretionary benefits may change under Section 2.7. No appearance, timing, placement or audience result is assured.

17.4 *No appearance fee.* No fee is payable by either party for a Guest appearance under this Part. Any separate purchased Services are governed by their Order Form and do not make payment a condition of the Guest's display license.

17.5 *Later sessions.* Legalicious may invite further appearances. Participant accepts an invitation by voluntarily taking part, and the already accepted agreement governs the session without renewed acceptance of that same version, subject to Section 2.6.

17.6 *No response; declining.* If Participant has not responded within thirty days after an Item is made available and notified for review, Legalicious may proceed with the episode or series without that Item. A later response is honored where practicable before finalization; approved material may otherwise be used later at Legalicious's discretion. Declining approval has no financial consequence for a Guest appearance. Silence never approves an Item.

17.7 *Withdrawal.* Participant may end future Guest participation by email to team@legalicious.com and will receive no further invitations. Withdrawal does not revoke licenses for approved Work or require its removal. Legalicious may retain approved Work in circulation, subject to Sections 5–8, without promising continued hosting. Purchased Services are cancelled separately under their Order Forms.

17.8 *Survival.* Sections 4, 6, 10, 14, and 15 survive withdrawal as to content already produced.

PART C — PAID PARTICIPATION TERMS

18. Services and Service Periods

18.1 *Application*. This Part applies to Services under any Order Form accepted by an individual and, as Part D provides, by a Firm. Provisions concerning particular Services apply only where those Services are included. Neither an Order Form nor a participation title implies inclusion of any other Service.

18.2 *Services and access*. Legalicious provides the Services for their agreed periods. Individual Services may not be transferred or shared except as expressly agreed; a change of firm alone does not transfer a purchase. Any Seat, Faculty-topic access or reservation has only the scope, duration and conditions stated in the Order Form. Payment confirms those stated entitlements. Access permits viewing or expressing preferences; an exclusive reservation must be expressly granted. Legalicious assigns actual questions under Section 20.6.

18.3 *Service periods*. "**Term**" means the period or continuing arrangement specified in the applicable Order Form for the affected Services. Different Services may have different start conditions, periods and billing schedules. The Order Form specifies any minimum commitment, expiry or renewal; recurring billing alone does not determine any of them. Where an Order Form uses "**Go-Live**", it means first public availability of the specified Services on the conditions stated there. It is not merely payment, submission or a private review. No profile, fixed duration or universal payment-before-launch condition is implied.

18.4 *Launch commitments*. Where the Order Form includes launch, it identifies any estimated target or binding latest date and the required items and conditions. An estimate is not a guaranteed date. No particular launch date or platform-wide launch dependency is implied.

18.5 *Earlier distribution*. Legalicious may distribute approved Work before an included profile or other Services go live, subject to Sections 5–8 and any express Order Form condition. Earlier distribution starts a service period or billing only if the Order Form expressly provides for that trigger.

18.6 *Launch delay*. This Section applies only where the Order Form states a binding latest launch date; an estimated target does not trigger it. An express launch-delay process in the Order Form governs. If the Order Form states a binding latest date but no delay process, and that date is missed for reasons attributable to Legalicious after Participant fulfills the applicable launch prerequisites, Participant may give notice requiring launch within thirty calendar days. If Legalicious does not cure within that period, Participant may terminate the affected Services and recover prepaid fees for Services not provided under Section 22.4. Payment due only at or after launch is not a prerequisite to this remedy. Participant-caused delay extends the binding date only to the extent it caused the delay. A different express commercial timetable or remedy may be agreed without displacing Section 22.4's minimum protection.

19. Included Services

19.1 *Included Services*. The Order Form states the Services purchased, separately or together, including any profiles, production, distribution, reporting or other Services. "**Profile Videos**" are included videos from an agreed introductory or profile session; "**Recurring Videos**" are included videos responding to periodic questions or topics ("**Prompts**"). Quantities, cadence and specific deliverables are as agreed. Video production follows Legalicious's house standard and the Compliance Standard.

19.2 *Performance and outcomes.* An express Service commitment is a commitment to perform the stated activity. It does not guarantee audience, engagement or business results. Section 13 applies.

19.3 *Hosted Services.* Where hosting or a published profile is included, Legalicious provides it for the agreed service period through suitable methods under Sections 2.7 and 10.2. No particular domain, platform, player, design, feature, uptime or third-party availability is promised except as expressly agreed. An express availability commitment remains binding.

19.4 *Compliance Standard.* Legalicious produces items to Schedule 1 and applies additional applicable jurisdictional requirements Participant identifies. Operational updates to that Standard do not amend the accepted legal bargain or reduce its substantive protections. The Standard is not a warranty of compliance with every jurisdiction's rules.

19.5 *Archive and filing.* Legalicious will retain a copy of each published version of each item for three years from its last publication and will supply copies to Participant on request. Section 7.4 applies to bar filing.

19.6 *Reporting.* Where reporting is included, its scope and cadence are those stated in the Order Form. Otherwise it is discretionary. Information is limited to what Legalicious may lawfully disclose under the Privacy Policy and member choices. No named audience information or contact details arise merely from a reporting entitlement; no dashboard is implied. Section 13 applies.

20. Participant Obligations

20.1 *Inputs.* Participant supplies Recordings, information and approvals reasonably needed for the included Services. A profile session is required only if the Order Form includes one; a profile may be produced from agreed written inputs without a video session. The Order Form states any applicable input schedule.

20.2 *Recurring production.* Where Recurring Videos are included, Legalicious supplies Prompts at the agreed cadence. Unless the Order Form states otherwise, Participant submits a response within twenty-one days after the Prompt is made available and notified. A "**Production Period**" is the interval between Prompts stated in the Order Form; billing frequency alone does not set that interval. Where no interval is specified, this recurring-production workflow does not apply and a schedule must be agreed before the response clock starts. Section 5.4 governs re-recording.

20.3 *Catch-up.* Where Section 20.2 applies, unless the Order Form states otherwise, Participant may submit a missed response up to two Production Periods after its window closes, subject to the end of the applicable service period and production scheduling. An unused slot then lapses without extending Services or creating a refund or credit. Legalicious's delay does not cause forfeiture. The Order Form may provide different catch-up, carryover and cancellation treatment.

20.4 *Accrued production.* Timely submissions under an applicable production or catch-up schedule remain due for production, review and promised delivery even if the related paid participation ends before completion. Ending paid participation does not by itself cancel outstanding purchased production; cancellation of that production follows its Order Form and applicable remedies. Approval remains required. Legalicious's delay does not forfeit an earned deliverable.

20.5 *Missed recurring production.* Where recurring production is included, unless the Order Form states otherwise, three consecutive forfeited Prompt slots permit Legalicious to notify Participant of a production pause. Participant may resume with an eligible later Prompt during the service period. The pause does not extend Services or imply any right to profile hosting. Billing and cancellation continue only as the Order Form provides.

20.6 *Topics and assignment.* Participant may propose topics and exercise any Faculty-topic access or reservation entitlement expressly included in the Enrollment. Access, selection or payment does not assign an actual question. Legalicious confirms editorial assignments, sequencing and treatment; it will honor an express reservation's stated scope without promising favorable coverage, publication without approval, or audience results.

21. Review — Paid Participation

21.1 *Editing requests.* Section 5.3 applies. Purchased production does not include an automatic allowance of editing rounds for videos or written profiles unless the Order Form expressly provides one. Optional changes require Legalicious's agreement, with the scope and any fee or waiver confirmed before work begins. This does not limit correction of Legalicious's errors, required compliance or performance remedies, or Participant's approval and content-integrity protections. Required corrections and remedies carry no additional editing fee.

21.2 *No response — initial production.* Where included initial production awaits approval, it remains unpublished. Unless the Order Form states another process, Legalicious may send a reminder after thirty days without response and, after a further thirty days without response, a final notice allowing ten business days before suspending the affected Services under Section 22.5. Approval, a correction request or a substantive question is a response. Silence does not trigger an approval payment.

21.3 *No response — Recurring Video.* A Recurring Video awaiting Participant's response is held unpublished. It is not forfeited, and Participant may approve it at any time during or after the Term.

21.4 *Declining.* If Participant declines an Item, it is not published. Replacement, re-recording, used-slot treatment and any financial consequence follow the Enrollment and Section 5.4, without relieving Legalicious of a production-failure remedy or treating rejection as approval. Declining an initial Item does not trigger an unstated forfeiture or balance charge.

21.5 *Editorial refusal and paid Services.* Legalicious may decline publication under Section 5.8. This does not discharge an express paid Service commitment or permit retention of fees for Services it will not provide. Unless the Order Form expressly states a different replacement-production arrangement, Legalicious will offer a reasonable compliant re-recording opportunity at no additional charge. Any specific remedy follows the Order Form; where the affected Service cannot be provided and Participant is not in breach, Participant may terminate it and receive the applicable refund under Section 22.4. Legalicious is not required to publish noncompliant material.

22. Fees and Payment

22.1 *Accepted payment terms.* Only fees, stages, triggers and charges disclosed in the accepted Enrollment or a later agreed amendment are payable. The Enrollment distinguishes production charges from participation fees and identifies their amounts, currency, due dates, approval or delivery milestones, billing frequency and start conditions, allocation, proration and refund treatment. A recurring monthly fee does not, by itself, create an annual commitment, and installment billing does not by itself imply a right to cancel a fixed commitment.

22.2 *Initial payments.* An initial payment is due only at the event stated in the Order Form. Its label does not imply acceptance-time payment, a Seat reservation, production commencement or non-refundability. The Order Form states what it purchases and its withdrawal/refund treatment. If it expressly funds initial production but omits a commencement condition, production commences when Legalicious first supplies the agreed kick-off materials or begins substantive work, whichever occurs first. If that production payment's withdrawal terms are omitted, voluntary

withdrawal before commencement refunds it; after commencement it is non-refundable for voluntary withdrawal alone, subject to Section 22.4 and mandatory law. These are commercial defaults, not terms for a hosting or other nonproduction purchase.

22.3 *Further and recurring payments.* Installments, recurring charges and any balance become due only on the conditions stated in the Order Form. Approval-based amounts require affirmative approval of the specified items. No universal balance or pre-launch payment requirement applies. Recurring charges require express authorization to the disclosed amount or schedule, frequency and start condition, with renewal, minimum commitment and cancellation as agreed. A payment condition may govern delivery of a purchased file or commencement of a Service; it does not restrict the universal display license under Section 10.

22.4 *Failure to perform.* The Order Form states any agreed delivery deadlines and remedies. Where it includes a written profile produced from a profile session but omits a review deadline, the default is sixty days after that session and receipt of the necessary agreed inputs, extended only by attributable Participant delay. If that deadline is missed for reasons attributable to Legalicious, Participant may terminate the affected production and recover prepaid fees for the unprovided Services. Other kinds of production remain subject to their agreed schedule and the general protection below.

Minimum performance protection. If Legalicious materially fails to provide purchased Services and does not cure under Section 23.1, or terminates Services it will not perform without Participant's breach, Legalicious refunds prepaid fees attributable to Services not provided. Where an undelivered component defeats the essential purpose of an inseparable prepaid package, the package's prepaid fee is refundable. Separately completed Services remain governed by the accepted allocation and terms. This protection is not displaced by a commercial default, non-refundable label or compulsory credit; a more favorable express remedy applies without double recovery.

22.5 *Non-start, pauses and credits.* The Order Form states any non-start, inactivity, release, credit and resumption terms. If it is silent, where Participant fails to complete an included required production session within ninety days of acceptance, or fails to respond within Section 21.2's final period despite reasonable access to the review material, Legalicious may suspend affected production after ten business days' written notice. A Section 21.2 final notice stating that consequence suffices. Legalicious-caused delay cannot trigger this process. Suspension does not cancel unrelated Services, forfeit funds or trigger approval or a new charge; payments remain applied to the original purchase. Credit expiry, forfeiture, Seat release, guaranteed resumption and price protection require express agreement. Legalicious retains completed materials for an agreed credit/resumption period and honors any unconditional resumption right irrespective of Seat availability. Resuming existing work does not entitle Participant to a second production package.

22.6 *Late payment.* An Enrollment may state lawful late charges and the notice and cure process for overdue amounts. Legalicious may suspend affected Services after notice and a reasonable opportunity to cure an undisputed overdue amount. The notice identifies the amount, applicable suspension and any continuing charges already authorized by the Enrollment. Suspension does not accelerate untriggered installments or silently change rate protection, future billing or cancellation rights.

22.7 *Renewal and rate protection.* Renewal and continuing service operate only as stated in the Order Form. No automatic renewal, fixed renewal interval or remaining-term obligation is implied. Where automatic renewal or continuous service is agreed, charges follow the expressly accepted terms and legally required notices and cancellation rights. Where renewal requires a further accepted offer, Legalicious may offer renewal but is not obliged to do so; unless the Order Form provides otherwise, an offer Legalicious elects to make is sent at least thirty days before expiry. Agreed protected rates and their scope, interruption and reinstatement conditions control. A price-change notice alone does not authorize a new price: changes require agreement unless they implement a pricing schedule or adjustment mechanism already expressly accepted. Section 2.6 applies.

22.8 Cancellation, interruption and reinstatement. The Enrollment states when and how cancellation may be requested, notice and effective dates, any minimum commitment, effects on future charges and unused prepaid Services, and what happens to discounts and protected rates after cancellation, interruption or reinstatement. It distinguishes voluntary interruption, payment delinquency and a Legalicious-caused interruption. It states any reinstatement price or availability condition. Nothing here establishes either a universal cancel-anytime arrangement or a universal remaining-term payment obligation.

22.9 Method and taxes. Legalicious invoices or charges by the method stated in the Order Form. The Order Form states currency and whether applicable taxes are included or additional. Consent to a payment method does not authorize fees or a recurring schedule absent from the accepted Order Form. Legally required payment disclosures apply.

23. Termination and Expiry

23.1 Breach. Either party may terminate an affected Order Form by written notice if the other commits a material breach and does not cure within thirty days of notice. The affected Order Form may specify a different reasonable commercial cure period, without eliminating the minimum protection in Section 22.4. A material breach of the core legal obligations may justify termination of the participation relationship, subject to surviving rights and Section 23.2.

23.2 Cause. Legalicious may terminate affected participation immediately if Participant becomes subject to disciplinary action, suspension, or loss of license in any jurisdiction, or continued participation presents a material reputational or regulatory risk to Legalicious. Financial consequences follow the Enrollment, Section 22.4 and applicable law. This provision does not create an undisclosed forfeiture, acceleration or future paid participation charge.

23.3 Financial effect of ending participation. Cancellation, non-renewal and expiry operate on the Enrollment's accepted conditions. Termination for breach is under this Section. Amounts properly accrued remain due; untriggered milestones, future charges, minimum commitments, prorations and refunds are determined under the Enrollment and Section 22.4. Ending participation does not automatically accelerate future charges or cancel an outstanding paid production or delivery obligation. Legalicious will identify the effective date and resulting charges or refunds in its confirmation; failure to acknowledge does not invalidate a timely cancellation.

23.4 Services and existing Work. At the end of the affected service period, those Services end and included profiles may be removed, subject to express continuing commitments. Unrelated purchases and Guest appearances remain separate. Legalicious may continue or discontinue circulation of existing Work under Sections 4–8; cancellation does not revoke its licenses or create a general removal right. The universal display license survives under Section 10. Outstanding production and promised delivery under Section 20.4 remain due, with the applicable approval, content-integrity and correction/removal protections.

23.5 Survival. Accrued payments, applicable refunds and credits, outstanding production and delivery, and continuing usage conditions survive to the extent stated in the Enrollment and Sections 18.6, 20.4, 22 and 23. No indefinite recurring-payment obligation is created by this survival clause. Sections 16.10 and 10 continue to apply.

PART D — FIRM TERMS

24. Application and Parties

24.1 *Application.* This Part applies when a law firm or other organization (the "**Firm**") accepts an Order Form. The Firm is bound by Part A as applicable to a Firm, Part C for its purchased Services, and this Part. Every appearing individual (a "**Firm Participant**") accepts this agreement personally before recording. Parts A and the applicable Guest or purchased-Service provisions apply to each individual. A Firm may purchase Firm-level Services without purchasing individual Seats.

24.2 *What the Firm cannot grant.* The rights in a Firm Participant's name, likeness, voice, and Contributions are personal and are granted by the Firm Participant under Part A, not by the Firm. The Firm does not warrant on a Firm Participant's behalf. The same individual may accept as the Firm's authorized representative and as a Participant, provided each capacity and its applicable assent are separately identified and recorded.

24.3 *Who approves.* The Firm, through its authorized contact named in the Order Form, approves the Firm Profile, Firm Series title, presenter credit, Firm-level descriptions, and use of the Firm's name and logo, and gives notices for the Firm. Each Participant exclusively approves the material content of that Participant's own Items under Section 5. Legalicious retains editorial and production control over the Firm Series as provided in Section 25.4.

24.4 *No fee from Firm Participants.* No fee is payable by a Firm Participant. The Firm pays. Sections 18.6, 21.5, 22, and 23.3, so far as they concern payment and refunds, apply to the Firm rather than to a Firm Participant.

25. Entitlement

25.1 *Services.* Firm Services are only those stated in the Order Form, which may include Seats, a Firm Profile, a presented-by series, production or other expressly described Services. "**Seat**" means a place under a Firm Order Form carrying the Services expressly allocated to it. No minimum Seat count or standard package is implied.

25.2 *Seats.* Where included, Seats belong to the Firm and are occupied by individuals it designates, subject to acceptance and consent requirements. Each Seat holder designated after the Firm accepts its Order Form is subject to Legalicious's acceptance under Section 1.5. A Seat cannot be transferred or shared outside the Firm unless expressly agreed. Substitution is under Section 28. A Seat does not imply a profile, production quantity, topic reservation or additional Service.

25.3 *Firm Profile.* Where included, Legalicious produces the Firm Profile or other agreed Firm-level items from the inputs and in the scope stated in the Order Form. The Firm approves Firm-level text, its name/logo and descriptions; each appearing individual approves their own content. Specific page features, video, links and hosting are included only as stated in the Order Form. For its approved Firm-level items, the Firm receives the display license on the conditions in Section 10, without a payment or continued-paid participation condition; that grant does not supply another person's personal rights.

25.4 *Firm Series.* Where the Order Form includes a named series (a "**Firm Series**"), Legalicious will produce a series presented by the Firm, with the title, number of episodes, and production scope stated in the Order Form. The Order Form identifies the eligible contributors or categories of contributors for a Firm Series, including any professional or affiliation requirements; any additional contributors require the Firm's and Legalicious's express agreement. This agreement does not itself restrict appearances to lawyers or expand the scope of an accepted Firm Series. A contributor need not occupy a Seat to appear in the Firm Series, but every individual appearing in it must

personally accept this agreement before recording. Unless the applicable Order Form provides otherwise, a contributor who does not occupy a Seat participates in the Firm Series as a Guest Contributor and does not receive the profile, recurring-production, or other benefits attached to a Seat. The Firm Series will identify the Firm as presenter or sponsor in the manner stated in the Order Form. Legalicious retains editorial control over format, production, episode titles, sequencing, and compliance. The Firm approves the Firm Series title, presenter credit, and use of its name and logo. Each Participant approves their own Item under Section 5. The Firm's presenter credit is disclosed sponsorship for the purposes of Section 4.3.

25.5 Recognition. Legalicious provides only the Firm identification, sponsorship or other recognition expressly included in the Order Form, with applicable disclosures. Other recognition is discretionary. No placement, frequency, prominence, event or exclusivity is implied. Section 13 preserves express Service commitments without guaranteeing audience or business results.

26. Term and Launch

26.1 Common Firm dates. The Firm Order Form specifies its service periods and one common start and billing cycle for included Seats, unless it expressly identifies separately timed Services. If it uses "**Firm Go-Live**", the Order Form identifies the items and launch group that must be publicly available and any payment or approval prerequisites. No Firm Profile, individual profile or universal pre-launch balance is implied.

26.2 Later Seats. A later-starting or substituted Seat shares the Firm's agreed common dates and cycle unless the Order Form expressly provides otherwise; its arrival does not automatically restart or renew them. The Order Form states the Seat's remaining production and Services, additional fees if any and delay consequences. Another person's delay never approves their content.

26.3 Launch remedies. Section 18.6 applies to the Firm, using the Firm's agreed launch conditions and remedies. Delay on one Seat does not automatically delay all Seats, trigger a whole-Firm refund, or forfeit promised initial production; the accepted allocation and Service terms determine the consequence, subject to Section 22.4.

27. Fees

27.1 Firm payment terms. The Firm Enrollment states all Firm-level production and participation charges, deposits, installments, recurring billing, minimum commitment, cancellation, refunds, rate protection, renewal, substitution charges and reinstatement conditions. Sections 22 and 23 apply to the Firm. No particular split, price, payment-before-launch requirement or renewal model is implied.

27.2 Initial payment. Section 22.2 applies to Firm initial payments. The Order Form identifies any payment that confirms Seats or topic access and any separate commencement event. Payment does not confirm another person's appearance consent or an unstated reservation.

27.3 Approval milestones. Where a payment is approval-based, the Firm Order Form identifies the required items, approvers and launch group. The Firm approves only Firm-level material; every individual retains exclusive approval of their own content. No silent approval or automatic whole-Firm balance is implied.

27.4 Production failure. Sections 21.5 and 22.4 protect the Firm's paid Services. The Enrollment allocates initial and recurring fees among the Firm-level and Seat-level Services where partial performance or cancellation can occur and defines any additional delay remedy. No Party may invent an allocation after a failure to defeat an applicable refund.

27.5 Unstarted or delayed Services. The Order Form distinguishes whole-Firm non-start from delay by one individual and states any deadlines, substitutions, release, credits and charges. Section 22.5's default non-start process applies to a whole-Firm production purchase only if no required Firm or individual production session has been completed; an individual's delay affects only that individual's allocated production. Silence never approves content or satisfies a payment milestone.

27.6 Renewal and cancellation. Section 22.7 applies. For a Firm renewal requiring a further accepted offer, the default notice period for an offer Legalicious elects to make is sixty days instead of thirty, unless the Order Form states otherwise. A Seat's paid participation ends on the agreed common effective date when its underlying Firm Services end, without ending unrelated Services or surviving production and display rights. Later Seat activation does not create a new renewal date.

27.7 Late payment and taxes. Sections 22.6 and 22.9 apply to the Firm.

28. Substitution and Departure

28.1 Substitution. Where Seats are included, the Firm may request substitution on the terms stated in the Order Form, including allowance, measuring period, replacement production and fees. In the absence of stated terms, substitution requires agreement on any necessary production and charges before work begins; no free replacement-production package is implied. Each proposed substitute is subject to Legalicious's acceptance under Section 1.5 and must individually accept the applicable master before recording.

28.2 Remaining Services. A substitute takes the Seat's remaining Services within the applicable Firm dates. Any replacement profile or introductory production is included only to the extent agreed. Substitution does not restart a service period, billing cycle or quota, or alter other Seats or Firm Services.

28.3 Departure. A departing Firm Participant's Seat stays with the Firm and may be filled by an agreed substitution; that person's active Firm-linked profile is removed or updated so it does not imply continued affiliation. Departure alone does not require withdrawal of approved videos. Either the Firm or individual may raise a Section 6.1 concern, and Legalicious determines an adequate remedy under Section 6, subject to express name/logo permissions. Their applicable display licenses continue under Section 10; neither may use the Work to misrepresent current affiliation. Departure grants no rights in another person's Contributions. Sections 11 and 29 govern attribution and permissions, including the reasonable-fee provision in Section 11.2 for additional requested work.

28.4 Missed production. Sections 20.3–20.5 apply to each Seat with the Enrollment's stated deadlines, quotas and consequences. A production pause permits substitution only on the agreed terms and does not implicitly cancel Firm billing.

28.5 Seat non-start. Unless the Order Form states otherwise, after ninety days without completion of a required initial session following the Seat holder's acceptance, the Firm may propose a substitute under Section 28.1. No unused-month forfeiture, new production package, refund or extension arises unless stated in the Order Form. Paid production and failure remedies remain governed by Sections 20.4 and 22.4.

29. Firm Name and Logo

29.1 Name. By accepting the Order Form, the Firm consents to use of its name in the included Firm and individual Services and related approved Work, and elects in the Order Form whether its name may remain in already-published videos after a Firm Participant's departure.

29.2 *Logo*. Where the Order Form so states, the Firm licenses its logo to Legalicious for use on the Firm Profile, on each Firm Participant's profile page, and in Firm-tier content, in accordance with the brand guidelines the Firm supplies. The Firm retains all rights in the logo and no other use is licensed.

29.3 *Withdrawal of the logo*. The Firm may withdraw the logo license on thirty days' written notice. Legalicious will remove the logo, revise the affected material or withdraw it, at its election, within that period. Withdrawal concerns the logo permission only and does not revoke rights in unaffected Work or an individual's Contributions. Section 10.5 applies to independent copies.

29.4 *No endorsement claims*. Legalicious will not use the Firm's name or logo in any superlative, comparative, or results-related claim, or describe the Firm as endorsing Legalicious.

30. Firm Responsibilities

30.1 *Authority*. The Firm warrants that the person accepting the Order Form is authorised to bind it, that each Firm Participant has the Firm's approval to take part, and that the Firm has the right to license its name and any logo as this Part provides.

30.2 *Firm Participants*. The Firm will ensure that each Firm Participant accepts this agreement before recording. Each Firm Participant remains individually responsible for that Participant's Contributions, representations, and professional obligations. The Firm is responsible for materials, instructions, and representations supplied by the Firm and for its obligations under this Part D.

30.3 *Indemnification*. Section 15.1 applies to the Firm as to its own Contributions, Firm Profile, and materials, and to any breach of this Part.

30.4 *Termination*. Section 23 applies to affected Firm Services. Their end does not terminate unrelated purchases or surviving production, delivery, refund or license rights. Firm cancellation neither supplies an individual's approval nor revokes rights that individual has granted.

30.5 *Survival*. Sections 24.2, 28.3, 29, and 30 survive, in addition to the Sections in 16.10 and 23.5.

SCHEDULE 1 — Compliance Standard

Every item is produced with:

1. An "Attorney Advertising" label where applicable to the content and its use under the relevant professional rules, including on the relevant profile page and on screen and in the description of affected videos, excerpts and promotional versions. The same applicability assessment applies to paid and Guest appearances; payment status alone neither requires nor excuses a label. Non-lawyer appearances are not automatically attorney advertising. Attribution must accurately identify professional roles and affiliations. Required sponsorship and material-connection disclosures are separate and are applied where appropriate.
2. The notice "General information only, not legal advice. Laws vary by jurisdiction." in the outro and description of every educational video.
3. Where Participant is a lawyer, any further disclosure required by a jurisdiction in which Participant is admitted and identified by Participant, using that jurisdiction's prescribed wording where one exists.
4. Where Participant is a lawyer, Participant's name, principal office address, and telephone number on the profile page where a jurisdiction in which Participant is admitted requires them on an advertisement.
5. No superlatives, comparative claims, or statements about past results; no claim of certification or specialization unless held and permitted; practice described as "practice focus."
6. The name of Participant's firm or organization in credits.
7. An archived copy of each published version, retained for three years.
8. Copies of published versions, and final files and transcripts for bar filing, supplied on request.
9. An included Firm Profile and any included Firm Series landing page will carry the attorney-advertising and other disclosures Legalicious determines are applicable to that Firm and the participating lawyers.

The **Compliance Standard** is Legalicious's production standard. Legalicious may update its operational details and add or adapt requirements to comply with applicable law, without dispensing with applicable advertising disclosures, general-information notices, approval or other substantive protections promised here. An operational update does not amend the accepted legal bargain under Section 2.4. It is not a warranty of compliance with every rule of every jurisdiction.

ACCEPTANCE

Presented on screen with this agreement. The details entered form part of the Acceptance Record.

Name	
Firm or organization	
Title	
Name as credited	
Firm or organization as credited	
Lawyer	Yes / No
If a lawyer: jurisdictions admitted	
If a lawyer: jurisdiction-specific labeling, disclosure, or filing requirements (Sections 7.3, 7.4)	
Email	
Participation	Guest appearance and/or Services identified in the applicable Order Form(s)

☐ I have read and agree to the Legalicious Participation Agreement.

By accepting, you agree to the Legalicious Participation Agreement.

[Accept and Continue]

Legalicious Participation Agreement — Version 3.2 — 8 October 2026