



## Membership Agreement

**THIS MEMBERSHIP AGREEMENT** (“Agreement”) is made and entered into on \_\_\_\_\_, 20\_\_ (the “Effective Date”) between WealthCounsel, LLC (“WealthCounsel”) and \_\_\_\_\_ (the “Member”).

**I. MEMBERSHIP FEES**

Member agrees to pay WealthCounsel the Membership Fees calculated as follows:

\_\_\_\_\_ **Option One: WealthDocx Complete Edition**

Nonrefundable Initial Fee of \$4,500 paid in full, plus 12 consecutive monthly installments of \$450 (the “Initial Monthly Membership Term”) commencing on the first business day of the month following the Effective Date. After the Initial Monthly Membership Term the continuing Monthly Membership Fee will be equal to the then-current regular membership rate.

\_\_\_\_\_ **Option Two: WealthDocx \_\_\_\_\_ Core Edition OR \_\_\_\_\_ Advanced Edition ONLY (check option)**

Nonrefundable Initial Fee of \$2,750 paid in full, plus 12 consecutive monthly installments of \$350 (the “Initial Monthly Membership Term”) commencing on the first business day of the month following the Effective Date. After the Initial Monthly Membership Term the continuing Monthly Membership Fee will be equal to the then-current regular membership rate.

**Sales Tax Notice:** If you reside in any of the following states, sales tax will be assessed on the full amount of Initial Fee and on the first \$25 of each Monthly Membership Fee: CO, FL, ID, NV, TX, UT, WA, WI.

**II. AUTOMATIC CREDIT/DEBIT CARD BILLING AUTHORIZATION**

WealthCounsel will charge Member’s credit/debit card for the amount indicated above. WealthCounsel will automatically charge Member’s Monthly Membership Fee each month according to the membership rate indicated above.

**Total Amount to charge Member’s card today** ..... \$ \_\_\_\_\_

**Card type:**  MasterCard  VISA  AMEX  Discover

\_\_\_\_\_  
Credit Card Number Expires 3-4 digit code

\_\_\_\_\_  
Cardholder’s Name (as shown on credit card)

\_\_\_\_\_  
Cardholder’s Full Billing Address (from credit card statement) City, State and Zip

\_\_\_\_\_  
Cardholder’s Signature Date



SHIRT SIZE: MEN S M L XL 2XL 3XL -or- WOMEN S M L

**III. MEMBER'S PRIMARY CONTACT INFORMATION**

Member Name: \_\_\_\_\_

Firm/Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email (primary): \_\_\_\_\_

Email for listservs (if different): \_\_\_\_\_

Alternative contact person & phone number: \_\_\_\_\_

Licensed to practice law in: \_\_\_\_\_

State bar number: \_\_\_\_\_

**THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE INCORPORATED HEREIN BY REFERENCE. BY SIGNING BELOW, MEMBER IS APPROVING AND ACCEPTING THE TERMS AND CONDITIONS.**

Approval and acceptance signed by WealthCounsel, LLC:

Approval and acceptance signed by Member:

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Terms and Conditions

1. **Services.** WealthCounsel grants to Member a non-exclusive, non-transferable limited license to use the WealthDocx software (as indicated above), any other software applications provided by WealthCounsel as a part of Member's WealthCounsel membership, and any other resources WealthCounsel delivers to Member as part of Member's WealthCounsel membership (collectively the "Software") provided that: (a) Member shall not license, lease, sell, or offer for sale the Software; or (b) grant to any third party the right to use the Software or sublicense, lease, sell, or offer for resale the Software. This license will cease immediately upon termination of this Agreement. All Software is licensed, not sold, to Member by WealthCounsel for use only as provided under the terms of this Agreement, and only for the duration of Member's membership in WealthCounsel. WealthCounsel reserves all rights not expressly granted to Member.

SITE LICENSING: In consideration of the Membership Fees as set forth in this Agreement, the Software is licensed to Member for Member's use as a site license for one law firm at one office location with all attorneys covered under the same malpractice insurance policy. Member agrees to provide a copy of the firm's malpractice policy page listing firm members to WealthCounsel upon request. Each attorney must be listed as a firm partner, associate, or employee in the Member profile at the one office location of record. Of-counsel relationships are not considered to be the same law firm even if located in the same office. Additional office locations must be approved in advance by WealthCounsel and Member shall be liable for additional Monthly Membership Fees as determined by WealthCounsel.

ADDITIONAL MEMBER BENEFITS: Payment of the Membership Fees ensures Member's access to member-only listservs, unlimited software support (via email or telephone), the WealthCounsel Knowledge Base, an online file storage area containing numerous and helpful resources for alternative language, PowerPoint presentations, legal research links as well as Software updates. Each Software update will also be governed by the terms of this Agreement, unless the Software update is accompanied by a separate license, in which case the terms of that license will govern.

2. **Criteria for WealthCounsel Membership.** Member represents and warrants that it is licensed or authorized to practice law as defined by the disciplinary rules of the state bar association or other licensing authority of the Member's state and is actively engaged in the practice of law. Member agrees that it will use the Software to draft legal documents in the course of the practice of law, and will not use the Software if no longer duly licensed or authorized to practice law or to engage in or assist any other individual or entity to engage in the unauthorized practice of law. Member assumes sole responsibility for the installation, use and results obtained from use of the Software.

3. **Restrictions and Transfer.** The Software contains trade secrets. Member may not decompile, reverse engineer, disassemble or otherwise reduce the Software to any other form. **MEMBER MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LOAN, RESELL, DISTRIBUTE OR OTHERWISE ASSIGN OR TRANSFER THE SOFTWARE, OR CREATE DERIVATIVE WORKS BASED UPON ANY PART OF THE SOFTWARE.**

4. **Protection and Security.** Member will use its best efforts and take all reasonable steps to safeguard the Software to ensure that no unauthorized person has access to the Software. Member will not allow any unauthorized copying, publication, disclosure, or distribution of the Software in whole or in part in any form. Member acknowledges that the Software contains valuable confidential information and trade secrets and that unauthorized use or copying is harmful to WealthCounsel.

5. **Termination.** Member may not terminate this Agreement until after Member has completed payment of the Initial Monthly Membership Term. Following completion of the Initial Monthly Membership Term, either party may terminate this Agreement upon fourteen (14) days advance written notice. Member's rights under this Agreement will terminate automatically without notice if Member fails to comply with any of the terms of this Agreement. Upon the termination of this Agreement, Member's license to use the Software will terminate and Member will no longer be entitled to use the Software, any customized document templates, component files, or interview files, and will no longer be entitled to receive Software updates, any software or member support, or any other WealthCounsel member benefit. Termination will not end Member's obligation to pay for all charges incurred as of the effective date of the termination.

6. **Limited Warranty and Maintenance.** WealthCounsel provides a 30 day refund policy (the “Warranty Period”). If Member returns the Software within thirty (30) days, WealthCounsel will give a full refund of Member’s Initial Membership Fee and any Monthly Membership Fees paid before returning the Software, and any obligation for future monthly payments will be cancelled. This is conditioned on a return of the Software and the acknowledgment of the WealthDocx™ and WealthCounsel® copyrights. This warranty (the maintenance and refund policy) does not cover any Software that has been altered or changed in any way by anyone other than WealthCounsel. WealthCounsel is not responsible for problems associated with or caused by incompatible operating systems or equipment, or for problems in the interaction of the Software with software not furnished by WealthCounsel. No oral or written information or advice given by WealthCounsel or its dealers, distributors, employees or agents shall in any way extend, modify or add to the foregoing warranty.

OTHERWISE, WEALTHCOUNSEL MAKES NO WARRANTIES OF ANY KIND. THE LIMITED WARRANTIES SET FORTH IN THIS SECTION CONSTITUTE THE ONLY WARRANTIES MADE BY WEALTHCOUNSEL WITH RESPECT TO THIS AGREEMENT AND ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUALITY, ACCURACY, PERFORMANCE, OR FREEDOM FROM ERROR ARE DISCLAIMED AND EXCLUDED.

\_\_\_\_\_  Member’s Initials

7. **Limitation of Liability.** MEMBER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL WEALTHCOUNSEL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR INCREASED COST OF OPERATIONS RESULTING FROM THE SERVICES PROVIDED HEREUNDER. MEMBER AGREES THAT WEALTHCOUNSEL’S TOTAL LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF MEMBERSHIP FEES ACTUALLY PAID BY MEMBER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WEALTHCOUNSEL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

\_\_\_\_\_  Member’s Initials

8. **Governing Law and Severability.** This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin without reference to its conflict of law principles.

9. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any other understandings.

10. **Acknowledgment.** Member has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Member further acknowledges that Member:

- a) is an active member of the bar in good standing engaged in the practice of law, as defined by the disciplinary rules of Member’s state;
- b) understands the Initial Monthly Membership Fee commitment;
- c) will only use the Software at one office location for one law firm;
- d) will only use the Software to draft documents in the ordinary course of the practice of law for the benefit of the Member's clients;
- e) will not use the Software to engage in or assist anyone else to engage in the unauthorized practice of law;
- f) will not transfer the Software to any other individual or entity; and

- g) will not use the Software to create or assist in the creation of any documents for any other individual or entity that is not also a WealthCounsel member.

Member further acknowledges that WealthCounsel maintains an office in the State of Wisconsin and that a substantial amount of the services provided by WealthCounsel are performed in the State of Wisconsin.

11. **Enforcement of Rights.** WealthCounsel shall be the exclusive owner of all right, title, interest in and to the Software. WealthCounsel shall have the sole discretion to take such action as it deems appropriate to enforce its ownership rights.

12. **Costs of Enforcement.** Member agrees to pay WealthCounsel all reasonable collection and attorney fees incurred by WealthCounsel whether incurred prior to or after the commencement of formal legal action. Member agrees to pay a return check fee of \$25 and interest will be charged at the rate of one and one-half percent (1.5%) per month on amounts aged beyond fifteen (15) days. The obligation of Member to pay WealthCounsel is hereby declared to be an independent covenant and shall be payable free from any expense, charge, deduction, offset, or counter-claim by reason of any obligation of WealthCounsel or any other reason and all of the provisions of this Agreement shall be construed and interpreted to such end.

13. **Time is of the Essence.** Time is of the essence with respect to the performance of all covenants and conditions in this Agreement for which time is a factor.

14. **Notices.** All notices or notifications which may or are required to be given by either party to the other hereunder shall be in writing and delivered in person or sent by United States mail, facsimile, or e-mail as follows:

If to WealthCounsel, at the ordinary business address listed on the WealthCounsel's website: [www.wealthcounsel.com](http://www.wealthcounsel.com), or at the official corporate address as indicated on the website of the Nevada Secretary of State at <http://www.nvsos.gov/>;

If to Member, at the address indicated on the Membership Application, or at the address indicated by the bar association or other professional licensing association in which Member is licensed or registered to practice.

15. **Severability.** Should any provision of this Agreement be or become invalid, void, illegal or unenforceable, such provision shall be considered separate and severable from the Agreement and the remaining provisions shall remain in full force and be binding upon the parties as though such invalid, void, illegal, and unenforceable provision had not been included.

16. **Authority to Execute Agreement.** The person signing on the Member's behalf represents that he/she has the authority to execute this Agreement on behalf of the Member.

17. **Amendment of Agreement.** No amendment to or modification of this Agreement will be binding unless in writing and signed by Member and WealthCounsel. Notwithstanding the foregoing, upon completion of payment of the Initial Monthly Membership Fees, Member may elect to select a different level of service under Section I above. Member's right to select a different level of service shall be exercised no more frequently than one time every twelve months unless agreed upon by WealthCounsel. Member and WealthCounsel shall execute an Amendment to this Agreement to document Member's selection of a different level of service.

**Personal Guaranty**

The undersigned jointly and severally guarantee the prompt payment of all amounts due under the Agreement. Each Guarantor waives all rights guarantor may have under the Agreement or otherwise to require that WealthCounsel exhaust any particular right and remedy that WealthCounsel has or may have against the Guarantor. The exercise by WealthCounsel of any right or remedy hereunder shall not preclude the concurrent or subsequent exercise of any other right or remedy. This guaranty is for the benefit of WealthCounsel and its successors and assigns and in the event of an assignment by WealthCounsel, the rights and benefits hereunder, to the extent applicable to the Agreement, may be transferred.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_