

GiftAttorney Pro Agreement

GiftLegacy and Crescendo Interactive, Inc.

This Agreement ("Agreement") is a legal agreement between Crescendo Interactive, Inc., a California corporation and developer of GiftLegacy websites and the Wills Planner system ("Crescendo"), the GiftLegacy nonprofit user ("GiftLegacy User") and you as a GiftAttorney Pro user ("GiftAttorney"). By clicking "Yes" below, you agree to be bound by the terms of this Agreement.

AGREEMENT:

- 1. Client Account Access for a GiftAttorney.** Each person who visits a GiftLegacy User's GiftLegacy website and creates a Wills Planner account (a "Client" or "Donor") will receive a password-protected account. The Client may enter family and estate information in the Wills Planner, review estate planning information and videos and communicate with a GiftAttorney or a gift-planning specialist employed by GiftLegacy User ("Gift Planner"). Crescendo engineers will maintain high standards of security, privacy and confidentiality of Client information. Crescendo system engineers, the Client and those GiftAttorneys or Gift Planners who the Client specifically grants permission to review their Wills Planner private information will be permitted to view Client data. Access by Crescendo engineers shall be solely for the purpose of website and database maintenance.
- 2. Permission to Grant Access to GiftAttorney Pro.** The GiftAttorney Pro network allows a GiftLegacy User to establish a list of GiftAttorneys from which Clients will be able to choose an attorney to complete their estate plan. A Client may, at any time, grant or revoke access to any GiftAttorney that they may choose. As long as the Client does not change the access permission settings, a GiftAttorney selected by Client will be able to review the Client's Wills Planner family and estate information.
- 3. GiftAttorney Pro Requirements.** A GiftAttorney must be an active member, in good standing of the state bar association in the state where the attorney's primary office is located in order to receive and maintain status as a GiftAttorney. You must also have a working email account to receive notices from Clients who contact you to retain your services and Internet access to access your GiftAttorney account and review Client information. GiftAttorney Pro is offered without cost to the GiftAttorney. After completing the application form on www.giftattorney.com, the prospective GiftAttorney must download the **Letter of Agreement** and fax a signed copy, printed on your firm's letterhead, to Crescendo Interactive, Inc. Attention: Debbie at (805) 388-2483. After Crescendo verifies that a GiftAttorney applicant is an attorney in good standing with a state bar association, Crescendo will send a confirmation e-mail to the GiftAttorney that includes a temporary password for the GiftAttorney's online account. Access to your GiftAttorney account will be available on www.giftattorney.com.
- 4. GiftAttorney as Independent Counsel.** GiftAttorneys may receive requests from a Client to complete wills, trusts, powers of attorney for healthcare, living wills and other estate planning documents. GiftAttorneys may charge the Client an appropriate fee for services rendered. All GiftAttorneys shall provide independent counsel to any Client (and any GiftLegacy User that is also a client) in accordance with their respective state rules of professional responsibility. To emphasize and disclose that GiftAttorneys are fulfilling the traditional role of independent counsel to each Client, all GiftAttorneys shall have each Client sign a **Disclosure and Waiver** letter that is substantially similar to a copy of the document located in the GiftAttorney's online account website.
- 5. GiftAttorney and Gift Planner Relationships.** Upon registering as a GiftAttorney, you will have the option to "friend" one or more Gift Planners to create an online relationship. The Gift Planner can then contact the GiftAttorney, refer Clients to the GiftAttorney, give the GiftAttorney *Provide & Protect* books for sharing with clients and can also arrange to conduct *Provide & Protect* seminars with the GiftAttorney. Because it is expected that a GiftAttorney and GiftLegacy User will work closely together, a GiftAttorney is limited to a maximum of

five “friend” relationships with GiftLegacy charities. This number may be increased in the future in the sole discretion of Crescendo Interactive, Inc.

6. **GiftAttorney Pro Account.** The GiftAttorney will have account access to a Client’s Wills Planner PDF reports, once each Client has individually given the GiftAttorney the right to access the Client’s personal information. A GiftAttorney will also have opportunities for periodic contact with Client. As a service to the GiftAttorney, each GiftAttorney will be given a subscription to Crescendo Lite estate planning software and ten GiftCollege credits. GiftCollege is an online series of educational videos to educate charities, donors and professional advisors about important concepts of planned giving.
7. **Limitations on Use.** The GiftLegacy website and Wills Planner are to be used solely for educational purposes. Crescendo does not warrant any specific tax or estate planning results indicated by GiftLegacy or Crescendo software. All persons must have qualified professional tax, legal or investment counsel. Except as specifically provided herein, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This agreement constitutes the entire agreement between the parties with respect to any equipment or services provided. This license agreement supersedes all prior statements, whether written or oral or written proposals.
8. **Other Limitations.** NEITHER PARTY SHALL BE LIABLE: (A) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY SORT WHATSOEVER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GIFTS, LOSS OF BUSINESS PROFITS, REVENUES, OR INFORMATION, OR FOR BUSINESS INTERRUPTION) RESULTING FROM CLIENT’S USE OF THE PRODUCT, EVEN IF CRESCENDO HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY CLAIM BY ANY PARTY OTHER THAN CLIENT. IN THE EVENT OF A DEFECT IN SOFTWARE, THE CLIENT OR GIFTLEGACY USER’S SOLE AND EXCLUSIVE REMEDY IS LIMITED TO REPLACEMENT VALUE OF ONE YEAR OF GIFTLEGACY SERVICE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO LICENSEE.

“Crescendo Interactive” “Crescendo” “GiftLegacy” “GiftLaw” “GiftAttorney” “Wills Planner” “GiftCollege” and “Crescendo Lite” are registered trademarks, and all logo and graphic designs are trademarks of Crescendo Interactive, Inc.

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GiftAttorney Client Disclosure and Waiver

<< Insert Date >>

RE: Your Estate Plan

Dear Prospective Client:

This letter is drafted to formalize our understanding with respect to our proposed professional relationship with you and to set forth the terms and conditions upon which we will represent you and provide legal services to you. The estate planning services we may provide include a review of your assets and liabilities, meeting with you to determine your financial and estate planning objectives, and the preparation of Wills, Trusts, and other estate planning documents.

Before discussing the parameters of the professional services that our firm expects to provide to you, we must disclose certain information to you. In accordance with the rules of professional responsibility governing our conduct as attorneys, we are disclosing any potential conflicts of interest that may arise during the course of providing legal services to you.

This firm has been involved in assisting nonprofit organizations with their philanthropic and development planning efforts. One or more attorneys with this firm are registered with GiftAttorney, an online client referral system that interacts with various charities' gift-planning websites. We may also conduct seminars jointly with nonprofits, may serve as an informal advisor to or as a member of a nonprofit board of directors of various charities and may also support charitable nonprofits directly as donors. You have contacted our firm to represent you through a charity's gift-planning website and have given me permission to access the estate planning information you submitted through that website in order to prepare documents to complete your estate plan.

Despite any prior or current relationship any attorney with this firm may have with one or more nonprofits as described above, any member of this firm's participation in the GiftAttorney network or any client contact that comes about through a charity's website, we do not believe that any prior or continued relationship with any charity would, in any way, be adverse to your estate planning interests as our client.

If we proceed to represent you as our client, we will endeavor to point out all of the various aspects and consequences of any proposed transaction between you and a charity. In connection with any legal and estate planning services we render on your behalf, you will be deemed to be our client and we will be mindful at all times of our obligation to serve as your attorney, to advocate on your behalf, and to solely represent your interests in matters involving your estate plan. Consistent with the rules of professional responsibility, any information you provide to us will be subject to the protections of attorney-client privilege and we will not disclose this information to any party without your permission.

After we complete our analysis of your information, we will provide you with our recommendations regarding the available estate-planning options to achieve your objectives. You should feel free to have our recommendations reviewed by another professional advisor (i.e., your tax accountant or other legal counsel). If you would like, you may invite these advisors to attend any meetings with our firm that involves you or your estate plan. If our recommendations include income tax planning and estate planning that involves any charitable giving techniques, you may utilize our firm or an outside attorney of your choosing to implement these planning suggestions, including drafting the necessary legal documents to put those plans into effect.

In connection with making any planning recommendations, we are also advising you about the fees which we will charge if you use our firm to implement our recommendations. Our fees may be based on either a fixed cost per

billable hour; on a fixed fee based on the projected professional and staff time which your matter should require, (as determined by our experience on similar matters); or a combination of the two.

We expect that you will make payment for the services actually performed by our firm on your behalf. We understand that you may change your objectives or the design of any particular aspect of your estate plan but we want you to understand that the payment of any fees for our services is not contingent upon your signing each of the documents necessary to implement the estate plan that has been designed for you.

Finally, you may be billed or asked to pay in advance for any out-of-pocket costs incurred, or which we expect to incur, on your behalf (such as recording fees, public records searches, etc.). In the event our firm is required to enforce collection of any fees or costs incurred in connection with this engagement, you will be expected to pay such additional costs, including attorney's fees, as may be awarded by any court or arbitration board.

Having disclosed any potential conflicts of interest and having described the arrangement for fees and costs associated with our services, I look forward to assisting you with the analysis and implementation of your estate plan. In order to initiate our work on your behalf, I would appreciate it if you would sign a copy of this letter, indicating your understanding of its contents and return a copy of that letter to me.

If you have any questions regarding anything contained in this letter, please feel free to call me directly at (_____) _____ or to seek the assistance of an outside attorney to advise you about the contents of this letter.

Sincerely,

<< Insert Attorney's Name >>, Attorney at Law

Agreed to and Accepted by:

The undersigned expressly understands that the above-named attorney will perform to the best of his or her ability the role of independent counsel and, after full and complete explanation of the role of independent counsel, expressly waives any existing or apparent conflict of interest resulting from the above relationships.

<< Insert Client's Name >> Dated: _____

Optional Paragraph for Spouses: As a married couple, you share a common interest in developing an integrated estate plan. We are disclosing potential differences for you with our estate planning recommendations. Any agreement materially affecting the classification of your property under state law may have disproportionate consequences to each of you. Although we will attempt not to act as advocate for one of you in connection with your estate planning to the detriment of the other, one or the other of you may receive relatively greater benefits under these estate plans. It will not be possible for us to maintain the confidentiality of information relating to your estate planning as between the two of you. Accordingly, our representation of both of you may create a conflict of interest. However, dual representation may be more economical and facilitate better coordination than for you each to retain separate counsel. We will endeavor to represent both of you without adversely affecting our attorney-client relationship with either of you. Nevertheless, you each should feel free to seek independent counsel if you prefer.