

LegalSolutionsInternational LLC

Statement of Policy – Referral Fees

LegalSolutionsInternational LLC (“LSI”) will pay referral fees, on the terms and in the amounts set forth below, to any person (a “Finder”) who introduces LSI to a prospective client if and to the extent LSI provides services to such client and collects fee income in respect of the provision of such services.

Definitions

As used in this Statement of Policy, the following terms shall have the meanings ascribed to them below:

“Client” shall mean any person for whom LSI provides outsourced support services.

“Fee income” means all net revenues received by LSI from any client in respect of any project undertaken by LSI for such client, other than net revenues attributable to (i) prepayments or reimbursements of expenses and (ii) retainer amounts until such time as such retainer amounts are applied to the payment of invoiced fees.

“Finder” shall have the meaning ascribed to such term in the introductory paragraph of this Statement of Policy.

“LSI” shall have the meaning ascribed to such term in the introductory paragraph of this Statement of Policy.

“Net revenues” means all revenues received by LSI from any client less rebates or other refunds required to be paid by LSI to such client.

“Person” shall mean any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization or any other form of domestic or foreign organization, and such person’s heirs, executors, administrators, legal representatives, successors and assigns.

Statement of Policy

LSI shall pay to any Finder a referral fee equal to 3% of all fee income received by LSI from any client introduced to LSI by such Finder in any month during the period commencing on the date when such client first assigns a project to LSI and ending on the last day of the 24th full calendar month thereafter; provided, however, that the period during which LSI shall be required to pay referral fees to a Finder shall be extended for an additional 12 calendar months if, during any period of 12 consecutive calendar months

(or any rolling 12 calendar month period commencing after the last day of the preceding period of 12 consecutive calendar months), the total fee income received by LSI from such client and any other client(s) introduced to LSI by the Finder exceeds \$1,000,000 and, provided, further, that the referral fees payable by LSI to any Finder in respect of fee income received by LSI from all clients introduced to LSI by such Finder shall be equal to the following percentages of fee income received by LSI during any period of 12 consecutive calendar months (or any rolling 12 calendar month period commencing after the last day of the preceding period of 12 consecutive calendar months):

<u>Fee Income</u>	<u>Percentage</u>
Greater than \$500,000, not exceeding \$1,000,000	3.5%
Greater than \$1,000,000, not exceeding \$1,500,000	4.0%
Greater than \$1,500,000, not exceeding \$2,000,000	5.0%
Greater than \$2,000,000	8.0%

Referral fees in respect of fee income received by LSI in any calendar month shall be paid by LSI to any Finder entitled thereto on or before the 15th day of the following month. Any increased referral fees payable by LSI to any Finder shall be paid to such Finder within 30 days following the date when such increased amount has been determined.

The calculation of referral fees payable by LSI to Finders shall be performed by or under the direction of LSI's chief accounting officer. In the absence of manifest error, any such calculation shall be conclusively binding on each Finder to whom a referral fee is payable.

LSI's obligation to pay referral fees shall be a general unsecured obligation of LSI, and the right of any Finder to receive a referral fee shall be conditioned upon the execution by such Finder of an acknowledgement and agreement to the effect that LSI's obligation to pay referral fees is a general unsecured obligation as aforesaid and such Finder will not assert any lien against LSI or any of its assets to secure such obligation.

LSI reserves the right to modify or rescind this Statement of Policy at any time. Any such modification or rescission shall be effective upon its publication on LSI's website. Notwithstanding the foregoing, no such modification or rescission shall affect the rights of any Finder who is then entitled to receive referral fees from LSI.

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