



## ATTORNEY PARTICIPATION AND ADVISORY SERVICES AGREEMENT

ResolvTalk, LLC · a wholly owned subsidiary of Cognitive Resolution Solutions Corporation

---

**DRAFT FOR REVIEW — September 16, 2026 — Not for signature until reviewed by counsel**

---

This Attorney Participation and Advisory Services Agreement (the “Agreement”) is entered into as of the date of the last signature below (the “Effective Date”) between **ResolvTalk, LLC**, a Florida limited liability company with its principal office at 245 Northeast 14th Street, #3407, Miami, Florida 33132 (“ResolvTalk,” “we,” or “us”), and the attorney identified in the signature block below (“Attorney,” “you”). ResolvTalk is a wholly owned subsidiary of Cognitive Resolution Solutions Corporation (“CRSC”) and operates the ResolvTalk™ attorney advisory network. The Just-Us.ai™ dispute-resolution platform and the Avoid-Court.com™ consumer service are operated by CRSC, ResolvTalk’s parent, and are made available to ResolvTalk and its attorneys under license (the ResolvTalk™ network and those services together, the “Platform”).

### Recitals

A. CRSC, ResolvTalk’s parent company, operates an AI-driven, human-supervised civil dispute-resolution process, described in the published work JUST-US: Justice for the Rest of Us (TeDR™ Version 5), in which parties resolve disputes through structured eNegotiation rather than litigation. The process is facilitation, not law practice: neither ResolvTalk, CRSC, nor the Case Managers give legal advice.

B. Most civil disputes carry legal considerations. Parties using the Platform often need, or would benefit from, advice about the legal aspects of their conflict, but the traditional ways attorneys are engaged (retainer, contingency, flat fee, or discounted hourly blocks) are poorly suited to a bounded, affordable advisory conversation in the middle of a negotiation.

C. ResolvTalk™ fills that gap. It pairs Alternative Dispute Resolution with limited-scope legal advisory services, so that either party to a dispute can retain an attorney, from a phone, at published fixed hourly rates, solely to understand their legal rights and options while they resolve the dispute through the Platform. For the attorney, ResolvTalk™ is a low-cost source of new clients and new revenue, and the beginning of a client relationship that may last well beyond the dispute (“Client for Life”).

D. Attorney wishes to participate in ResolvTalk™ on the terms below, and ResolvTalk wishes to list Attorney on the Platform and on partner and licensee websites that offer ResolvTalk™.

The parties therefore agree as follows:

### 1. Definitions

**1.1** “Advisory Services” means limited-scope legal advice provided by Attorney to a Client, at the Client’s request, to help the Client understand the legal rights, obligations, risks, and options relevant to a dispute the Client is resolving through the Platform. Advisory Services are further defined and limited in Section 4.

- 1.2 “Client” means a person or business who is a party to a dispute on the Platform and who requests Advisory Services from Attorney through ResolvTalk™.
- 1.3 “Engagement” means each discrete Advisory Services session or set of sessions booked and paid through the Platform for a single Client and dispute.
- 1.4 “Partner Site” means Just-Us.ai, Avoid-Court.com, their foreign-language editions, and any third-party website or application that ResolvTalk or CRSC has licensed or authorized to offer ResolvTalk™, including white-label deployments under a partner’s own brand.
- 1.5 “Rate Schedule” means the fixed hourly rates in Exhibit A, as amended under Section 14.3. “Platform Fees” means the fees payable by Attorney to ResolvTalk in Exhibit B.
- 1.6 “Rules of Professional Conduct” means the rules governing lawyers in each jurisdiction in which Attorney is licensed, including, for Florida attorneys, the Rules Regulating The Florida Bar.

## 2. Nature of the Relationship

- 2.1 **ResolvTalk is not a law firm.** Neither ResolvTalk nor CRSC practices law, supervises or directs Attorney’s legal advice, or is a party to any attorney-client relationship. The attorney-client relationship for every Engagement exists solely between Attorney and the Client.
- 2.2 **Independent professional judgment.** Nothing in this Agreement limits Attorney’s independent professional judgment or Attorney’s duties to a Client under the Rules of Professional Conduct. If any provision of this Agreement conflicts with those duties, the duties control and Attorney shall promptly notify ResolvTalk in writing.
- 2.3 **Independent contractor.** Attorney is an independent professional, not an employee, partner, agent, or joint venturer of ResolvTalk. Attorney is responsible for Attorney’s own taxes, insurance, licenses, and bar obligations.
- 2.4 **Platform Fees are technology and administrative fees, not legal fees.** Platform Fees are flat charges for listing, matching, scheduling, payment processing, and administration. They are not calculated as a share of, and do not vary with, the legal fees Attorney earns. Neither party intends any division of legal fees with a non-lawyer, and this Agreement shall be interpreted accordingly.
- 2.5 **Non-exclusive.** Attorney may practice law and market Attorney’s services anywhere, and ResolvTalk may list any number of attorneys. Clients choose their attorney; ResolvTalk does not guarantee any volume of Engagements.

## 3. Eligibility, Registration, and Profile

- 3.1 Attorney represents and warrants, on the Effective Date and throughout the Term, that Attorney: (a) is licensed and in good standing to practice law in each jurisdiction listed in Attorney’s profile; (b) is not suspended, disbarred, or subject to pending disciplinary proceedings that Attorney has not disclosed to ResolvTalk; (c) maintains professional liability (malpractice) insurance of at least \$250,000 per claim, or such other amount as ResolvTalk may reasonably require on 30 days’ notice; and (d) has authority to enter into this Agreement.
- 3.2 Attorney will complete the ResolvTalk™ registration (name, firm, contact information, type of law, up to five promotional links, and an optional 500-character description) truthfully and keep it current. Attorney will notify ResolvTalk at info@resolvtalk.com within ten (10) days of any change in license status, discipline, insurance, contact information, or practice area.

- 3.3 ResolvTalk may verify Attorney's bar status at any time and may decline, suspend, or remove a profile in its reasonable discretion. Listing is not an endorsement, and Attorney shall not describe it as one.
- 3.4 Attorney is solely responsible for ensuring that Attorney's profile, promotional links, and description comply with the lawyer-advertising rules of Attorney's jurisdiction, including the rules of The Florida Bar governing lawyer advertising and participation in lawyer referral, matching, and qualifying-provider services (Rule 4-7.22 for Florida attorneys). Attorney will not claim specialization or certification Attorney does not hold.

Attorney initials: \_\_\_\_\_

#### 4. Scope of Advisory Services

- 4.1 **Advisory only.** Advisory Services are limited-scope legal services within the meaning of Rule 4-1.2(c) of the Rules Regulating The Florida Bar and the equivalent rule in Attorney's jurisdiction. Their purpose is to help a Client understand the legal aspects of the Client's dispute so that the Client can make informed decisions within the Platform's resolution process. Attorney is an advisor, not an advocate.
- 4.2 **Included.** Advisory Services may include: explaining the law that applies to the dispute; identifying the Client's legal rights, obligations, defenses, and exposure; discussing the likely range of outcomes if the matter were litigated; reviewing documents the Client provides; commenting on the legal effect of proposed settlement terms; and answering the Client's legal questions.
- 4.3 **Excluded.** Unless separately engaged by the Client outside the Platform under Section 8, Attorney will not, as part of an Engagement: (a) appear for or represent the Client in the Platform's eNegotiation or with the Case Manager; (b) communicate with the opposing party or the opposing party's counsel; (c) draft pleadings, demand letters, or court filings; (d) file any action; or (e) accept a retainer or open-ended representation. Each Engagement is bounded in scope, duration, and cost.
- 4.4 **Written limited-scope consent.** Before the first session of each Engagement, Attorney will confirm the limited scope with the Client in writing. The Platform provides the Limited-Scope Engagement Notice in Exhibit C for this purpose; Attorney may use Attorney's own form if it is at least as clear.
- 4.5 **Conflicts.** Attorney will run a conflict check before accepting any Engagement and will decline any Engagement that would create a conflict of interest. Attorney will not accept Engagements from both parties to the same dispute.

Attorney initials: \_\_\_\_\_

#### 5. Recommending Litigation or Another Path — Prior Notice to ResolvTalk

- 5.1 ResolvTalk™ exists to help Clients resolve disputes through the Platform. If, in Attorney's professional judgment, a Client would be better served by litigation, arbitration, or another course outside the Platform, Attorney will, before making that recommendation to the Client, email ResolvTalk at info@resolvtalk.com with the case number and a short explanation of why Attorney believes that course serves the Client better than continuing on the Platform. ResolvTalk will respond within two (2) business days; ResolvTalk may ask Attorney questions, may offer additional Platform resources (for example, a Case Manager conference, online mediation, or review by another professional), and will not unreasonably withhold acknowledgment.
- 5.2 **Ethics override.** Nothing in this Section requires Attorney to withhold or delay advice that Attorney reasonably believes is necessary to protect a Client's legal rights — for example, where a statute of

limitations, a court deadline, a risk of irreparable harm, or a safety concern is imminent. In that case Attorney may advise the Client immediately and will notify ResolvTalk as soon as practicable afterward.

- 5.3 Attorney will not use an Engagement to solicit the Client to abandon the Platform process for the pending dispute in order to retain Attorney for litigation of that same dispute, except in accordance with Sections 5.1 and 5.2.

Attorney initials: \_\_\_\_\_

## 6. Rates, Payment, and Payout

- 6.1 **Fixed rates.** Attorney will charge Clients for Advisory Services only at the rates in Exhibit A. The rates are the same for every ResolvTalk™ attorney, are published to Clients in advance, and may not be increased, discounted, or supplemented by Attorney. Attorney will not bill a Client separately, or collect any payment for Advisory Services outside the Platform.
- 6.2 **Billing increments.** Each Engagement has a minimum of one (1) hour. Time beyond the first hour is billed in fifteen (15) minute increments. Time must be recorded on the Platform within two (2) business days of the session.
- 6.3 **Collection and remittance.** Clients pay ResolvTalk through the Platform. ResolvTalk acts solely as Attorney's limited payment-collection agent for Advisory Services fees. ResolvTalk will remit to Attorney all Advisory Services fees collected in a calendar month, less any Platform Fees then due under Exhibit B and any refunds under Section 6.5, by ACH direct deposit on the last business day of the following month, with an itemized statement. Attorney will provide accurate ACH information and a Form W-9.
- 6.4 **Client for Life.** Fees for any legal services Attorney provides a Client outside the Platform under Section 8 are set and collected by Attorney directly; ResolvTalk has no interest in them.
- 6.5 **Refunds and disputes.** If a Client disputes a charge, ResolvTalk will notify Attorney and the parties will cooperate in good faith to resolve it. ResolvTalk may issue a refund where Attorney failed to provide the booked session, and will deduct it from the next remittance. Client fee disputes that cannot be resolved informally are subject to Section 12.

Attorney initials: \_\_\_\_\_

## 7. Platform Fees

- 7.1 Attorney will pay ResolvTalk the Platform Fees in Exhibit B. During the BETA period (registration through December 31, 2026) no fees of any kind are charged. The first one thousand (1,000) attorneys to register ("Founding Attorneys") also have the registration fee and the per-Engagement fee waived for the entire first year, January 1 through December 31, 2027.
- 7.2 Per-Engagement fees, where applicable, are deducted from the monthly remittance under Section 6.3. Registration and renewal fees, where applicable, are payable by card on the Platform and are non-refundable once the profile is listed.
- 7.3 ResolvTalk may change Exhibit B on sixty (60) days' written notice. Fee changes do not apply retroactively, and the Founding Attorney benefits in Exhibit B are locked for the life of the Founding Attorney's continuous participation.

## 8. Client for Life

- 8.1** ResolvTalk™ is designed to begin lasting client relationships. After an Engagement, a Client who is satisfied with Attorney may retain Attorney directly, on whatever terms Attorney and the Client agree, for (a) any future dispute or legal matter of any kind, and (b) after the pending dispute has concluded on the Platform, any continuing work related to it.
- 8.2** ResolvTalk claims no fee, commission, or interest in any such direct engagement, and Attorney has no obligation to route it through the Platform. Attorney may tell Clients that they are welcome to contact Attorney directly in the future.
- 8.3** ResolvTalk may, with Attorney's consent, feature Attorney's ResolvTalk™ ratings and completed-Engagement count on Attorney's profile. Attorney may reference participation in ResolvTalk™ in Attorney's own marketing, subject to Section 10.3.

## 9. Standards of Service

Attorney will provide Advisory Services in accordance with this Agreement and the Rules of Professional Conduct, and specifically will:

- Respond to a new Engagement request within one (1) business day and offer an available session time within three (3) business days.
- Keep scheduled sessions, join on time, and give at least twenty-four (24) hours' notice of any change.
- Confirm the limited scope in writing (Section 4.4) and stay within it.
- Treat Clients, Case Managers, and ResolvTalk staff with courtesy; not disparage the Platform, the other party, or the resolution process to a Client.
- Keep Client information confidential and use it only for the Engagement; comply with Section 10.
- Maintain the license, good standing, and insurance in Section 3.1.
- Not use the Platform to advertise services other than Advisory Services, to collect Client contact lists, or to contact other parties on the Platform.
- Cooperate with ResolvTalk's reasonable quality reviews, and respond to Client complaints within two (2) business days.

ResolvTalk may publish Client satisfaction ratings and may give greater visibility in matching to attorneys with stronger ratings, faster response times, and more completed Engagements.

*Attorney initials:* \_\_\_\_\_

## 10. Confidentiality, Data, and Intellectual Property

- 10.1** Each party will keep the other's non-public information confidential. Attorney will use Client information solely to perform the Engagement, will safeguard it with at least the care required by the Rules of Professional Conduct, and will not sell, share, or use it for marketing. Attorney's duties of confidentiality to Clients are governed by the Rules of Professional Conduct and survive this Agreement.
- 10.2** ResolvTalk and CRSC process personal data under the Platform Privacy Policy. Attorney will comply with applicable privacy laws and will report any suspected unauthorized access to Client data within seventy-two (72) hours.

- 10.3** The Platform, its software, methodology (TeDR™), content, data, and the marks Just-Us.ai™, Avoid-Court.com™, ResolvTalk™, Justine™, and TeDR™ are the property of ResolvTalk, CRSC, or their affiliates. ResolvTalk grants Attorney a limited, revocable, non-exclusive license during the Term to use the ResolvTalk™ name and badge to identify Attorney's participation, in the form ResolvTalk provides. All other use requires ResolvTalk's written consent.
- 10.4** Attorney will not reverse-engineer, scrape, copy, or build a competing attorney-matching or advisory service using Confidential Information obtained through the Platform.

## **11. Term, Suspension, and Termination**

- 11.1** This Agreement begins on the Effective Date and continues for one (1) year, renewing automatically for successive one-year terms unless either party gives thirty (30) days' written notice of non-renewal.
- 11.2** Either party may terminate this Agreement for convenience on thirty (30) days' written notice.
- 11.3 Termination by ResolvTalk for cause.** ResolvTalk reserves the full right to suspend or terminate Attorney's participation immediately, on written notice, if Attorney: breaches Section 4 (scope), 5 (prior notice), 6.1 (rates), 9 (standards), or 10 (confidentiality); loses good standing, is disciplined, or loses insurance; receives repeated substantiated Client complaints; or engages in conduct that, in ResolvTalk's reasonable judgment, harms Clients, the Platform, or its reputation. ResolvTalk will state the reason in the notice.
- 11.4 Effect.** On termination, Attorney's profile is removed. Attorney will complete any Engagement already in progress unless ResolvTalk directs otherwise or the Rules of Professional Conduct require withdrawal, and ResolvTalk will remit all fees earned through the completion of those Engagements. Sections 2, 6.3–6.5, 8, 10, 12, 13, and 14 survive termination. Termination does not affect a Client's right to retain Attorney directly under Section 8.

*Attorney initials:* \_\_\_\_\_

## **12. Dispute Resolution and Mediation**

- 12.1** The parties will first try in good faith to resolve any dispute arising out of or relating to this Agreement by direct discussion between Attorney and a ResolvTalk officer within fifteen (15) days of written notice.
- 12.2 Mediation.** If the dispute is not resolved, either party may require mediation before any other proceeding. Mediation will be conducted online, by a Florida Supreme Court certified mediator (or, if the parties agree, through the Just-Us.ai™ online mediation service), within forty-five (45) days of the request. Each party bears its own costs and half of the mediator's fee. Statements made in mediation are confidential and inadmissible except as permitted by the Florida Mediation Confidentiality and Privilege Act.
- 12.3** If mediation does not resolve the dispute within thirty (30) days after the first session, either party may bring an action in the state or federal courts located in Miami-Dade County, Florida, which the parties agree have exclusive jurisdiction and venue. Nothing in this Section prevents either party from seeking injunctive relief to protect confidential information or intellectual property.
- 12.4** The prevailing party in any action is entitled to recover its reasonable attorneys' fees and costs. EACH PARTY WAIVES TRIAL BY JURY.

- 12.5** This Section governs disputes between Attorney and ResolvTalk only. Disputes between Attorney and a Client are governed by Attorney's engagement terms with the Client and the Rules of Professional Conduct.

### **13. Indemnification, Disclaimers, and Limitation of Liability**

- 13.1** Attorney will indemnify and hold harmless ResolvTalk, CRSC, and their members, officers, directors, employees, partners, and licensees from any claim, loss, or expense (including reasonable attorneys' fees) arising from Attorney's legal advice, Attorney's breach of this Agreement, or Attorney's violation of the Rules of Professional Conduct or applicable law.
- 13.2** ResolvTalk will indemnify Attorney from any third-party claim that the Platform software, as provided by ResolvTalk, infringes a United States patent, copyright, or trademark.
- 13.3** THE PLATFORM IS PROVIDED "AS IS." ResolvTalk DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF ENGAGEMENT VOLUME, REVENUE, OR FITNESS FOR A PARTICULAR PURPOSE.
- 13.4** EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND BREACHES OF SECTION 10, NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, AND ResolvTalk'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE PLATFORM FEES PAID BY ATTORNEY IN THE TWELVE (12) MONTHS BEFORE THE CLAIM AROSE OR ONE THOUSAND DOLLARS (\$1,000), WHICHEVER IS GREATER.

### **14. General**

- 14.1 Governing law.** This Agreement is governed by the laws of the State of Florida without regard to its conflict-of-laws rules.
- 14.2 Partner Sites and licensees.** Attorney agrees that Attorney's profile may be displayed, and Engagements may originate, on any Partner Site. ResolvTalk remains Attorney's sole counterparty under this Agreement regardless of the Partner Site through which an Engagement originates.
- 14.3 Amendments.** ResolvTalk may amend the Rate Schedule (Exhibit A), the Platform Fees (Exhibit B), and the Platform terms of use on sixty (60) days' written notice by email; Attorney's continued participation after the effective date constitutes acceptance. Other amendments require a writing signed by both parties.
- 14.4 Notices.** Notices to ResolvTalk: info@resolvtalk.com, with a copy to 245 Northeast 14th Street, #3407, Miami, Florida 33132. Notices to Attorney: the email in Attorney's profile. Email notice is effective on the next business day.
- 14.5 Assignment.** Attorney may not assign this Agreement. ResolvTalk may assign it to an affiliate or successor, including Cognitive Resolution Solutions Corporation or Justine-AI Corporation, on notice.
- 14.6 Entire agreement; severability; waiver.** This Agreement, with its Exhibits and the Platform terms of use, is the entire agreement on its subject and supersedes prior discussions. If any provision is unenforceable, the remainder stays in effect and the provision is enforced to the maximum extent permitted. A waiver must be in writing.
- 14.7 Electronic signature; counterparts.** This Agreement may be signed electronically and in counterparts. An electronic signature, a click-through acceptance on the Platform, or a scanned signature is as effective as an original.

## Signatures

By signing, Attorney confirms that Attorney has read this Agreement, has initialed Sections 3, 4, 5, 6, 9, and 11, and agrees to provide Advisory Services only as defined here and only at the rates in Exhibit A.

### ATTORNEY

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

Printed name: \_\_\_\_\_

Firm: \_\_\_\_\_

Bar number(s) and state(s): \_\_\_\_\_

Email: \_\_\_\_\_

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

### RESOLVTALK, LLC

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

By: David W. Puckett, MS, Managing Member · info@resolvtalk.com · 855-U2Solve (855.827.6583)

ResolvTalk, LLC is a wholly owned subsidiary of Cognitive Resolution Solutions Corporation, Miami, Florida.

## Exhibit A — ResolvTalk™ Advisory Services Rate Schedule

The following fixed rates apply to every ResolvTalk™ attorney and are published to Clients before they book. Minimum one hour per Engagement; fifteen-minute increments thereafter. All amounts in U.S. dollars.

| Service                                             | Rate         | When                                                                                |
|-----------------------------------------------------|--------------|-------------------------------------------------------------------------------------|
| In-office visit                                     | \$250 / hour | 9:00 AM – 5:00 PM local time, at Attorney's office; confirmed availability required |
| After-hours video consultation (Zoom or equivalent) | \$200 / hour | 5:00 PM – 9:00 PM local time; pre-scheduled                                         |
| After-hours phone consultation                      | \$175 / hour | 5:00 PM – 9:00 PM local time; pre-scheduled                                         |

*BETA launch: no fees for any attorney through December 31, 2026; the first 1,000 attorneys are also fee-free for all of 2027 (Exhibit B). Client for Life: work a Client engages Attorney for outside the Platform is billed on Attorney's own terms and is not subject to this schedule.*

*[Team note: the previous draft also listed a \$350 top-tier designation, a \$200 daytime Zoom rate and a \$150 email Q&A session. They are omitted here per the September 16 instruction. If daytime video and phone consultations are to be offered, add them to this table before publication; see cover note.]*

## Exhibit B — Platform Fees

|                                                      | Founding Attorneys (first 1,000 to register)                                | All attorneys thereafter                               |
|------------------------------------------------------|-----------------------------------------------------------------------------|--------------------------------------------------------|
| BETA period (registration through December 31, 2026) | No fees of any kind                                                         | No fees of any kind                                    |
| Registration fee                                     | \$295.00 — waived for the entire first year, January 1 – December 31, 2027  | \$295.00 one-time, payable on or after January 1, 2027 |
| Per-Engagement technology fee                        | \$9.95 — waived January 1 – December 31, 2027; applies from January 1, 2028 | \$9.95 per Engagement from January 1, 2027             |
| Annual participation fee                             | [\$95.00] per year from January 1, 2028                                     | [\$95.00] per year from January 1, 2028                |
| Payout                                               | Monthly ACH, last business day of the following month                       | Monthly ACH, last business day of the following month  |

*Per-Engagement fees are flat administrative charges for matching, scheduling, and payment processing and do not vary with the amount of legal fees earned (Section 2.4). Bracketed amounts are proposals for the team's decision.*

## Exhibit C — Limited-Scope Engagement Notice (Client-facing)

### ResolvTalk™ Advisory Engagement — Please read before your session

You are hiring [Attorney name], [Firm], for limited-scope legal advice only, at the ResolvTalk™ published rate of \$[rate] per hour (one-hour minimum, then 15-minute increments), paid through the Platform.

What this includes: explaining the law that applies to your dispute; your rights, obligations, and options; reviewing documents you provide; commenting on the legal effect of settlement terms; answering your questions.

What this does not include: representing you in the Just-Us.ai negotiation or with your Case Manager; contacting the other party; drafting or filing court documents; filing a lawsuit; ongoing representation. If you would like any of those services, you may hire this attorney (or any attorney) separately, on terms you agree directly.

Your attorney gives independent advice. ResolvTalk, LLC (a wholly owned subsidiary of Cognitive Resolution Solutions Corporation) and Cognitive Resolution Solutions Corporation are not law firms, do not give legal advice, and are not your attorney.

Client signature or electronic acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Attorney: \_\_\_\_\_