

# Tennessee Limited Scope Representation Agreement with Talent Shield

This Limited Scope Representation Agreement (“Agreement”) is between Dirickson Law d/b/a Talent Shield (“Talent Shield”), a subsidiary, and you (the “Primary Member,” “Client,” “you,” or “your”) (together, the “Parties”) for the Subscription Plan services described below, including Gold, Platinum and Diamond Select Subscription Plans (referred to as the “Subscription Plan (s)” or collectively as “Plans”) offered through [www.talentshieldlegal.com](http://www.talentshieldlegal.com). This Agreement is with Talent Shield; Dirickson Law, PLLC (“Dirickson Law” or the “Firm”) is not a party to this Agreement. You agree Dirickson Law is not liable for services performed pursuant to this Agreement. A limited scope representation means that the amount of work the attorney performs for you is limited to certain tasks. Limited scope representation is a means to provide access to legal services while making legal help affordable. The remainder of tasks required outside the scope of this Agreement, if any, will be your sole responsibility. You may choose to hire your attorney or another attorney to perform the additional tasks for additional fees, or alternatively, you may elect (subject to the written agreement of the Firm) to enter into an agreement with the Firm directly for the tasks outside the scope of this Agreement.

This Agreement is effective as of the date accepted by You.

## 1. Incorporation of Additional Terms

Your use of the Talent Shield website is subject to Talent Shield’s [Terms of Use](#), Subscription Agreement, and [Privacy Policy](#).

## 2. Firm Services and Use of Third Parties

Talent Shield may use certain service providers to complete the services under the Subscription Agreement and/or this Agreement. Any funds required for those covered services are included in your original payment and require no additional payment by you. Any services not covered under the Subscription Agreement or this Agreement are your sole responsibility and will require additional payment from you.

**Firm.** Talent Shield has the right to subcontract services under this Agreement to attorneys located in the United States. Services performed by attorneys in the United States are governed by the ethical rules in the state of the licensed attorney. The law firm (“Firm”) performing services on your order is:

Dirickson Law, PLLC  
818 18th Ave South  
Nashville, TN 37203

Talent Shield is a subsidiary under Dirickson Law, PLLC. The Firm employs attorneys who are licensed by the Tennessee Supreme Court.

**Third party services.** Talent Shield utilizes marketing, technology, and staffing services of Dirickson Law. Talent Shield may offer these services via the Talent Shield website and may provide these services as part of a package of other offerings from Talent Shield.

### **3. Included Limited Legal Services with Subscription Plans**

Client and Talent Shield agree that Talent Shield is not engaged to represent Client generally in any matter, but rather, that Talent Shield will limit the scope of representation to only provide certain specific legal services in connection with the matter for a particular purpose (“Limited Services”), as such Limited Services are set forth in the Subscription Agreement.

Subject to the Subscription Agreement, Talent Shield will use reasonable efforts to act in your best interest and give you competent information and/or help. Because Client and Talent Shield have agreed that Talent Shield will provide limited help:

- Neither Dirickson Law, nor Talent Shield has to give more help than agreed in this contract or in the Subscription Agreement;
- Any services provided will be at Talent Shield’s sole and absolute discretion; and
- Neither Dirickson Law, nor Talent Shield has to help Client with any other part of the matter.

While performing the Limited Services, Talent Shield and Dirickson Law:

- Do not promise any particular outcome;
- Rely entirely on Client’s disclosure of facts and will not make any independent investigation; and
- May advise you that limited representation is not reasonable, and may advise you that you need more services or professional legal services.

Talent Shield and Client agree that the legal services provided by Talent Shield are identified below and are limited to the specific Limited Services identified and do not include any other services.

#### **Subscription Plan Services**

The Subscription Plans provide the following benefits respectively.

- a. Membership in the Gold Package (Tier 1) provides the following benefits:**

- i. Unlimited questions sent via email regarding entertainment law matters (answered one time per week by a staff member); and
- ii. One 30-minute phone call or Zoom session with an attorney per month.

**b. Membership in the Platinum Package (Tier 2) provides the following benefits:**

- i. Unlimited questions sent via email regarding entertainment law matters (answered one time per week by a staff member);
- ii. Two 30-minute phone calls or Zoom sessions with an attorney per month; and
- iii. One 1-hour group education seminar via Zoom led by a staff member on a topic of Talent Shield's choice (approximately 45-minute presentation with a 15-minute Q&A) per month.

**c. Membership in the Diamond Select Package (Tier 3) provides the following benefits:**

- i. Unlimited questions sent via email regarding entertainment law matters (answered one time per week by a staff member);
- ii. Two 30-minute phone calls or Zoom sessions with an attorney per month;
- iii. One 15-minute phone call or Zoom with a Senior Attorney per 6-month period;
- iv. Two documents per month of up to 4 pages each reviewed by an attorney; and one 30-minute consultation per document with an attorney;
- v. One 1-hour group education seminar via Zoom led by a staff member on a topic of Talent Shield's choice (approximately 45-minute presentation with a 15-minute Q&A) per month; and
- vi. Possible introductions to key industry professionals, subject to our discretion.

**d. Al La Carte Additional Plan Benefits provides the following benefits individually:**

- i. Additional 15-minute phone call with a staff member
- ii. 15-minute phone call per 6-month period with Senior Attorney
- iii. 4-page or less document review with an attorney; and one 30-minute consultation per document with an attorney
- iv. Individualized contract negotiation

**Exclusions to Subscription Plan Benefits.** The following matters are specifically excluded from the Subscription Plan benefits if applicable:

- i. All un-used phone calls or Zoom sessions do not roll over to the next month;
- ii. All un-used document reviews by an attorney do not roll over to the next month;
- iii. All un-used consultations with attorneys do not roll over to the next month;
- iv. All document reviews and/or consultations with attorneys do not include individualized contract negotiation.

**4. Excluded Legal Services**

This Agreement specifically excludes the following services:

- a.** Neither Dirickson Law, nor Talent Shield will represent, speak for, appear for or sign papers on Client's behalf in any litigation related matter;
- b.** Neither Dirickson Law, nor Talent Shield will represent Client in disputes with employees, contractors or third-parties of any kind, including governmental bodies;
- c.** Talent Shield will not provide litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings;
- d.** Any action that directly or indirectly involves Dirickson Law, PLLC or any of its affiliates, directors, agents, employees, or clients;
- e.** For employer-sponsored Subscription Plans, any action by a Plan Member of such program that directly or indirectly involves his or her employer sponsor;
- f.** Any action based on acts or occurrences that are alleged to have occurred or conditions that were reasonably anticipated or foreseeable before the Plan Member's enrollment that did or may give rise to a lawsuit by or against such Plan Member; provided, however, that the Firm may, in its sole discretion and at its own risk, disregard this exclusion;
- g.** Any action that resulted in the prior recruitment or retention by the Plan Member of another attorney; provided, however, that the Firm may, in its sole discretion and at its sole risk, disregard this exclusion;
- h.** Any matter involving the laws of jurisdictions outside of the United States or its subdivisions;
- i.** Any appeal to an appellate court (i.e., not a trial court);
- j.** Any matter that, in Talent Shield's or the Firm's opinion, is frivolous in nature or objective; or
- k.** Any case matter or requested service that is determined by the Firm to lack sufficient merit to warrant pursuit, or that the Firm decides has been raised an inordinate or unreasonable number of times without a change in circumstances;
- l.** Neither Dirickson Law, nor Talent Shield will register your intellectual property, such as copyrights, trademarks, trade names or patents; and
- m.** Neither Dirickson Law, nor Talent Shield will provide any other service not included as a Limited Service under this Agreement.

## 5. Electronic Communication

You agree to receive communication by email and by telephone for respective Subscription Plan benefits. Talent Shield is not obligated to send correspondence by U.S. or international postal mail. Talent Shield is not liable for damages caused by your failure to update and/or check your email address of record.

## 6. Sharing Documents

You agree that, to the extent allowable, Talent Shield may share your information (e.g., any documents you may electronically send to Talent Shield and any information stored within your Talent Shield account) with Dirickson Law, PLLC, parent company of Talent Shield, and Dirickson Law may share your information (e.g., any documents you may electronically send to Dirickson Law) with Talent Shield.

## 7. Disclaimers and Limitation of Liability

Attorneys performing Limited Services for Subscription Plan Primary Members under the terms of this Agreement are employees or agents of Dirickson Law, PLLC. All Limited Services offered by the Firm's attorneys shall not constitute professional legal advice or legal representation. You should not act upon information provided by the Firm's attorneys without seeking professional counsel from an attorney admitted or authorized to practice in your jurisdiction. Nothing in the Subscription Plans or this Agreement shall be construed to limit the right of a Plan Member to retain, at his or her own expense, an unaffiliated attorney for, or to separately retain the services of Dirickson Law, subject to Dirickson Law's prior written agreement, at Dirickson Law's sole discretion. Neither Dirickson Law, PLLC nor Talent Shield shall be obligated to pay for any such services.

**The Subscription Plan services, including but not limited to, telephone conversations and email correspondences with Talent Shield staff members and/or Talent Shield's attorneys do not create nor intends to create an attorney-client relationship or privilege between you and Talent Shield.** In order to preserve your attorney-client privilege in any litigation or possible litigation, you should NOT discuss any of those details with anyone (including Talent Shield), except for the licensed attorney representing you in any such dispute. From time to time, the Firm's attorneys may introduce Primary Members to attorneys through various methods. At no time is an attorney-client relationship fostered or created with Dirickson Law, PLLC or Talent Shield through the performance of any such services. Moreover, the Firm and its attorneys shall have no duty to provide a notice of any conflicts of interests between you and any third-party.

Talent Shield cannot guarantee that the information provided by the Firm's attorneys is accurate, complete, or up-to-date. While Talent Shield intends to make every attempt to keep the information provided through the Subscription Plans accurate, the owners of and contributors to the Subscription Plans make no claims, promises or guarantees about the accuracy, completeness or adequacy of the information contained in or linked to the

Subscription Plans. The Firm and its attorneys assume no responsibility to any person who relies on information received through the Subscription Plans and disclaims all liability in respect to such information.

## **8. Fees & Billing**

- a. You agree that Talent Shield may utilize the services of Dirickson Law, PLLC to collect payment for these Limited Services and remit such payment to Talent Shield.
- b. Any fees are earned-on-receipt and will not be billed against you on an hourly basis. It will not be deposited into Dirickson Law, PLLC's client trust account, but will be deposited into Dirickson Law PLLC's general operating account. Even though the fees are earned-on-receipt, you may nevertheless be entitled to a refund of all or part of the fees paid based the termination provisions set forth in your Subscription Agreement.
- c. You shall not have the right to any chargebacks or to cause any third-party payment processor to chargeback any Subscription fees or A La Carte fees.

## **9. Termination**

### **a. By Client**

- i. All cancelations of a Subscription Plan will terminate its Limited Services that may be provided by Talent Shield or Dirickson Law, PLLC.
- ii. You may terminate your Subscription Plan based on the Termination terms in your Subscription Agreement with Talent Shield.

### **b. By Talent Shield**

- i. Talent Shield may terminate your services for any reason and at any time which would also terminate all Limited Services provided by Dirickson Law, PLLC. As your sole remedy, we will refund to you any fees (if not stated otherwise in your Subscription Agreement), minus the amount of any fees for work already performed, or time elapsed under your subscription plan under the Subscription Agreement.

## **10. Right to Refuse**

Dirickson Law, PLLC and Talent Shield reserves the right to refuse service to anyone.

## **11. Dispute Resolution; Choice of Law; Venue**

Any dispute, which arises under this Agreement shall be submitted for binding arbitration in accordance with the procedures of the Tennessee State Bar Association, or, if that organization declines to arbitrate the dispute, before the American Bar Association in Nashville, Tennessee, in accordance with its procedures; provided that the Tennessee Rules of Evidence and the Tennessee Rules of Civil Procedure shall govern any such arbitration. Any dispute arising from this Agreement will be governed by and construed and enforced in accordance with the laws of Tennessee, without regard to conflict of law rules or principles (whether of Tennessee or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration will be resolved in the state courts sitting in Davidson County, Tennessee, or the federal courts of the United States sitting in the Middle District of Tennessee, Nashville Division. You consent to personal and exclusive jurisdiction of these courts. Each party to this Agreement irrevocably consents to service of process by any method allowed under Tennessee law including by certified mail to last known address.

## **12. Entire Agreement**

This Agreement contains the entire agreement of the Parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the Parties.

Updated: February 2024