

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by Pine Tree Legal Assistance (“Pine Tree”), and LegalMatch.com Corporation (“LegalMatch”). Pine Tree and LegalMatch are sometimes individually referred to herein as a “Party,” or collectively referred to herein as the “Parties”;

WHEREAS, Pine Tree is the owner of the marks PINE TREE LEGAL, PINE TREE LEGAL ASSISTANCE, and PINE TREE LEGAL ASSISTANCE SERVICES (collectively, the “Pine Tree Marks”);

WHEREAS, in March 2006, Pine Tree instituted an action against LegalMatch in the United States District Court for the District of Maine, captioned as Pine Tree Legal Assistance v. LegalMatch.com Corporation, Civil Action No. 2:06-cv-00045 (“the Action”), where Pine Tree alleges that that LegalMatch violated the following laws: Federal Trademark Infringement, Maine Trademark Infringement, Unfair Competition and Deceptive Trade Practices, Common-Law Trademark Infringement, Common Law Unfair Competition, and Unjust Enrichment;

WHEREAS, LegalMatch denies that it infringed any of the above-noted counts, denies all liability, and would assert a number of defenses to any of Pine Tree’s claims;

WHEREAS, LegalMatch acknowledges that persons eligible to utilize legal aid services are not LegalMatch’s target demographic;

WHEREAS, Pine Tree and LegalMatch have negotiated and entered into this Agreement to resolve all claims that Pine Tree may have against LegalMatch relating to LegalMatch’s Advertising surrounding and including the Pine Tree Marks; and

WHEREAS, the Parties desire to compromise and resolve their dispute without additional expense and litigation;

NOW THEREFORE, in consideration of the mutual obligations, undertakings, promises, and covenants set forth herein, and for other good and valuable considerations, the Parties above-named agree as follows:

1. **Definitions:**

- (a) **“Action”** shall mean *Pine Tree Legal Assistance v. LegalMatch.com Corporation*, Civil Action No. 2:06-cv-00045, filed in the United States District Court for the District of Maine.
- (b) **“Pine Tree Marks”** shall mean the terms PINE TREE LEGAL, PINE TREE LEGAL ASSISTANCE, and PINE TREE LEGAL ASSISTANCE SERVICES.
- (c) **“Legal Aid Organization”** shall mean a public, quasi-public, or private organization established especially to serve the legal needs of the poor.
- (d) **“Advertising”** shall mean any online or offline advertisement or promotion of LegalMatch’s goods and/or services, whether it is initiated by LegalMatch or whether it is created on LegalMatch’s behalf, and including without limitation use of key words or search terms to influence or monitor Internet searches, links, or advertisements, and including the generation of “impressions” in response to the use by consumers of certain words in Internet searches to publish advertisements to those consumers.
- (e) **“Effective Date”** shall mean the date of this Agreement’s execution, as demonstrated by the signatures of both Parties.

2. **LegalMatch Shall Not Use the Disputed Marks.** LegalMatch agrees that it shall not use any of the Pine Tree Marks in connection with any Advertising or the sale of any goods or services.

3. **LegalMatch Shall Remove Legal Aid Organizations’ Marks.** If LegalMatch uses the name of a non-profit legal-aid organization—or the name of that organization’s website—in LegalMatch Advertising, and if that organization notifies LegalMatch of such a use, LegalMatch agrees that it shall immediately remove, or cause to be removed, such a term or terms from all Advertising.

4. **LegalMatch Shall Not Use the Term “legal aid” in Advertising.** LegalMatch agrees that it shall not use the term “legal aid” in any Advertising or the sale of any goods or

services, because “legal aid” is a term of art meaning “aid provided by an organization established especially to serve the legal needs of the poor.” If LegalMatch uses the name “legal aid” in LegalMatch Advertising, and if LegalMatch is notified of such a use, LegalMatch agrees that it shall immediately remove, or cause to be removed, such a term or terms from all Advertising.

5. **Release by Pine Tree.** Pine Tree, on behalf of itself, its predecessors, successors, affiliates, officers, agents, attorneys, employees, and privies, releases and forever discharges LegalMatch from any and all claims, demands, and causes of action, whether known or unknown, that have been raised or that may have been raised at any time through and up to the effective date of this Settlement Agreement and Release.

6. **Release by LegalMatch.** LegalMatch, on behalf of itself, its predecessors, successors, affiliates, owners, officers, agents, attorneys, employees, and privies, releases and forever discharges Pine Tree and its affiliates, officers, agents, attorneys, employees, and privies from any and all claims, demands, and causes of action, whether known or unknown, that have been raised or that may have been raised at any time through and up to the effective date of this Settlement Agreement and Release.

7. **Dismissal of Claims and Retention of Jurisdiction.** Within ten business days of the execution of this Settlement Agreement, the Parties, through their counsel, shall execute and file with the United States District Court for the District of Maine a stipulation dismissing the claims asserted in the Action with prejudice, and without an award of costs or fees to either Party. Each Party shall bear its own costs and attorneys’ fees incurred in connection with the Action. The stipulation of dismissal shall further provide that the Court shall retain jurisdiction in the Action solely for purposes of enforcing the terms of this Settlement Agreement.

8. **Dispute Resolution.** As indicated above, the Parties stipulate that the Court may retain jurisdiction to resolve any future disputes arising out of this Agreement. In the event of any breach of this Agreement, the Parties agree that the non-breaching Party shall suffer irreparable injury and shall be entitled to injunctive relief enjoining the breaching Party from any future breach of this Settlement Agreement, together any other relief available at law or in equity. In addition, in the event of any legal proceeding in which a Party asserts a claim for

breach of this Settlement Agreement, the prevailing Party on such a claim shall be entitled to, among other things, an award of its reasonable attorneys' fees and costs associated with such claim, the amount of which shall be determined by the Court. A Party prevailing on a claim for breach of this Settlement Agreement is entitled to an award of attorneys' fees only if that Party, prior to initiating an action for breach of this Settlement Agreement, provides the other Party with a 10-day notice and opportunity to cure the breach and only if the breaching party fails, within the 10-day period, to completely cure said breach.

9. **Joint Press Release.** LegalMatch is permitted to issue a press release upon execution of this agreement. This press release will be drafted by LegalMatch and LegalMatch will bear all costs in its dissemination. Pine Tree Legal will be shown the joint press release and must approve its content before it can be disseminated. The press release will state that no money was exchanged in this settlement and such other statements that the parties may agree to include.

10. **Acknowledgment of Voluntary Agreement.** All Parties hereby affirm and acknowledge that they have read all terms of the Settlement Agreement and Release and that they have consulted with one or more attorneys prior to signing this Agreement. The Parties agree that the provisions set forth herein are written in language understandable to them, and further affirm that they understand the meaning of the terms of this Agreement and their effect. The Parties represent that they have entered into this Agreement freely and voluntarily.

11. **Compromise.** The Parties further recognize and agree that this Settlement Agreement and Release is being made purely on a compromise basis in order to avoid additional litigation and expense and that by entering into this Agreement, no Party makes an admission of liability to the allegations against it.

12. **Governing Law.** This Agreement shall be governed by and interpreted according to the substantive laws of the State of Maine, without regard to its choice-of-law or conflict-of-laws principles.

13. **Entire Agreement and Waiver.** This Settlement Agreement and Release comprises the entire Agreement of Pine Tree and LegalMatch with respect to the subject matter

encompassed herein. It is intended to supersede and replace any and all prior or contemporaneous discussions, negotiations, or agreements—written or oral—with respect to the subject matter hereof. The Parties further agree that the language contained in or not contained in previous drafts of this Agreement shall have no bearing upon the proper interpretation of this Agreement. The provisions of this Agreement may only be waived, modified, or amended by the written agreement of all Parties.

14. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

15. **Authority:** Each of the undersigned represents and warrants that he/she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the associated Party, and that the Agreement is valid, binding, and enforceable against the Party on whose behalf he/she signed.

16. **Construction.** The terms and provisions of this Settlement Agreement and Release shall be deemed to have been drafted and proposed jointly by all Parties and shall be construed neutrally. No term or provision hereof shall be construed adversely to a Party on the ground that such Party drafted or proposed the term of provision.

17. **Headings for Convenience Only.** The section headings and subheadings within this Settlement Agreement and Release are for convenience-of-reference only, and do not define, limit, or describe the scope or intent of any provision of this Agreement.

18. **Severability.** If any provision of this Settlement Agreement and Release is held illegal, invalid, or unenforceable, all other provisions of the Agreement shall remain in full force and effect. Further, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one document. Each Party agrees that facsimile copies of the original signature of any Party shall be sufficient to evidence such Party's execution and delivery of this Agreement. The original of any

facsimile copy signature page shall be promptly forwarded to the other Party.

WHEREFORE, the Parties hereto have signified their assent to the terms of this Settlement Agreement and Release by affixing their signatures below.

Pine Tree Legal Assistance

DATED: _____, 2006

By: _____

Name: _____

Title: _____

LegalMatch.com Corp.

DATED: _____, 2006

By: _____

Name: _____

Title: _____