



FLAGLER LAW GROUP LLC

Re: Terms of Engagement

Dear ECPA Member:

The purpose of this letter is to confirm your engagement of FLAGLER LAW GROUP LLC (“FLG” or “we”) by your organization (the “Organization” or “you”) to represent the Organization with respect to your subscription to the ECPA Publishers Legal Hotline (the “Service”).

Please review these terms carefully as this letter, when signed by the Organization and FLG, represents our agreement regarding FLG’s legal representation and the Service. If you have questions about this agreement, please contact me promptly to discuss.

Subscription

The enrollment period for the Service will run May through December 2009.

When you subscribe to the Service, the Organization will select a subscription option from the ECPA website, which includes a specified number of credits to use during the year as questions arise. Each credit entitles the Organization to an answer to a question requiring up to one half hour of time to address and resolve. An Organization may pose a question requiring up to one hour of time to address, and will be charged two credits for such a question.

The Service will receive questions via email or a dedicated voice mail line. Questions will receive a response the same business day if possible or latest the following business day, with the exception of limited office closures communicated in advance via email to subscribers. Matters that require research will receive an acknowledgment and an estimated response time.

Topics within the scope of the Service:

- Publishing rights
- Questions regarding publishing agreements with authors
- Copyright law
- Trademark law
- Copyright and Trademark registration, clearance, and infringement
- Text and image permissions
- Libel/defamation
- Antitrust, including Robinson-Patman Act (price discrimination)
- Marketing and advertising questions, including contests and sweepstakes
- Subsidiary rights licensing
- Foreign translation licensing
- Contract interpretation

Eligible questions in these topic areas should be capable of resolution within one hour, including any brief research required. Questions requiring more than one hour of time will be outside the scope of the hotline, but may be addressed as noted below.

If a subscribing Organization poses a question to the hotline which is outside the scope of the service, FLG will indicate that the question is outside the scope and no credit will be charged for the question. For such matters, FLG will offer to provide representation for the matter pursuant to separate engagement or refer the Organization to a recommended attorney in the network of specialized attorneys. As a benefit to subscribers to the service, the attorney will provide an initial consultation (up to 30 minutes) at no charge for matters that come through the Service. If the Organization chooses to engage FLG or another recommended attorney for the matter, the engagement will be billed at the firm's then-current rates pursuant to separate engagement.

FLG looks forward to providing the Service and representing your Organization, and we are pleased that you have subscribed to the Service. You acknowledge that FLG may terminate the Service and/or representation of the Organization at any time if deemed necessary by FLG. In such event, FLG will provide written notice and promptly refund the full value of any unused credits held by the Organization.

Representation of Publishing Clients

FLG was formed with the core mission to serve Christian publishers, designers, producers, distributors, ministries and other companies that create, design, publish, print, license and distribute Christian publications, curriculum, and media (collectively, "Publishing Organizations"). As such, FLG actively represents multiple publishers, ministries, and other Publishing Organizations that publish or are involved in the publication of Christian works. We at FLG believe that the firm's experience in handling matters for Publishing Organizations *from the publishing perspective* significantly contributes to the value that the firm can provide in representing you in this matter. We also recognize that representing multiple organizations in the Christian publishing marketplace requires that FLG steadfastly and carefully maintain the integrity of confidential information the Organization shares with FLG in the course of the representation.

In undertaking this representation, our objective is to represent the Organization to the best of our ability without forfeiting the continuing representation of our other Publishing Organization clients. In light of the firm's focus in representing clients in the Christian publishing industry, there are certain conditions to our engagement that we would like to explain and to which we would like to secure your approval and consent. It is possible that during the time we are representing your interests in this matter, you may become involved in a transaction and/or dispute in which your interests are adverse to those of one of the firm's present or future Publishing Organization clients. As a specific condition to FLG undertaking this representation, you understand and agree that if such a conflict were to arise between your interests and those of another current client of the firm, you hereby prospectively waive any objection to FLG continuing ongoing representation of both clients in matters other than the specific dispute or transaction between the clients.

Additionally, you acknowledge that the Evangelical Christian Publishers Association ("ECPA") has not and will not provide any legal services or representation to the Organization through the Service and ECPA will not, under any circumstances, be liable in any way to the Organization based on the legal services or representation provided to the Organization. FLG hereby indemnifies ECPA against any liability, claim, or cost arising from FLG's representation of the Organization under the terms of this letter agreement.

I am pleased that you have subscribed to the Service and I give you my pledge to provide you with prompt, high-quality legal counsel.

Sincerely yours,

FLAGLER LAW GROUP LLC

Brian D. Flagler

AGREED:

The Organization agrees to the terms set forth above this _____ day of _____, 200__.

Signature: _____

Name: _____

Title: _____

Organization: _____

Address: _____

Phone: _____