

NextGen UBE Candidate Agreement

The NextGen UBE Candidate Agreement (“Agreement”) is a legally binding contract between you and the National Conference of Bar Examiners (NCBE) that sets forth the terms and conditions under which NCBE will permit you to take the NextGen Uniform Bar Examination (UBE). You must read, acknowledge, and accept the terms of this Agreement before you are permitted to take the NextGen UBE. If you do not agree to the terms of this Agreement, you will not be permitted to take the examination.

THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. **By clicking on the ‘I AGREE’ button at the end of the Agreement, you are affirming to NCBE that the below representations and statements to NCBE are true and correct, and you are acknowledging that you have read and understand the requirements, rules and policies incorporated herein, and that you agree to abide by all of them.**

I affirm that I have been authorized by a participating jurisdiction to register for the July 2026 administration of the NextGen UBE and that I am the person whose name appears on my NCBE account. I am taking the UBE on my own behalf and solely for the purpose of seeking admission to the bar of a participating jurisdiction, and for no other purpose. I affirm that I am not taking the NextGen UBE on behalf of any other person, company, or organization. If an individual is acting as a scribe for me because of an approved accommodation, I affirm that the responses provided are solely mine and not the responses of the scribe. I further affirm that all information that I provide to NCBE, or that was provided to NCBE by a participating jurisdiction, is true and correct. I understand that providing false, misleading, or incomplete information to NCBE shall be considered a violation of this Agreement and will subject me to one or more of the consequences provided herein for violations of the Agreement or NCBE policies. If I discover that any information provided to NCBE about me by a participating jurisdiction or another party is inaccurate I agree to notify NCBE immediately and request correction to the inaccurate information.

I understand that the NextGen UBE is the intellectual property of NCBE and is a secure examination protected under U.S. copyright law. I acknowledge that any form of

misconduct, harvesting or disclosure of UBE content is strictly prohibited, as such actions compromise the fairness, validity, security, integrity and value of the UBE.

Copyright Notice and Policies

I will not copy, reproduce, retain, distribute, or otherwise disclose any questions, tasks, materials, responses, or other content from the NextGen Uniform Bar Examination by any means, or disclose such content to any unauthorized individual or entity before, during, or after the examination, whether orally, in writing, electronically, or otherwise. I acknowledge that the NextGen Uniform Bar Examination and its contents are owned by NCBE and protected by U.S. copyright laws, and that any unauthorized disclosure of its contents—in whole or in part—could result in civil liability, criminal penalties, cancellation of my test scores, denial of my bar application on character and fitness grounds, and/or other consequences, including disciplinary action if I have been admitted to practice law.

Data Use and Sharing

I understand that information and data related to my registration for, participation in, and scoring on the NextGen UBE—including personally identifiable information—may be shared between the jurisdiction(s) in which I am seeking admission, NCBE, NCBE's authorized vendors, law schools and other jurisdictions. I understand and agree that the [NCBE Privacy Policy](#) shall govern NCBE's use of my personal information collected and processed in connection with the registration, administration and scoring of the UBE. For additional information concerning the collection, transmission, processing, disclosure, and retention of your personal information, please refer to NCBE's Privacy Policy.

I acknowledge that a record of any attempt to take the NextGen UBE, whether completed or not, will become part of my official UBE transcript and may be requested and transmitted by NCBE to jurisdictions to which I apply for bar admission.

Test Administration Policies

I understand and agree that my acknowledgement to and acceptance of all NCBE policies is material to my ability to take the UBE. I understand that failure to follow these policies may result in consequences including—but not limited to—revocation of my authorization to take the exam by NCBE and/or my jurisdiction, ineligibility for a full or partial refund of fees, and additional penalties as outlined below.

I understand and agree that the location where I take the NextGen UBE is provided by the participating jurisdiction and the jurisdiction has the sole and exclusive responsibility to ensure that I have the required uninterrupted internet connection and

electric power required to take the NextGen UBE and I have the sole and exclusive responsibility to ensure that I have the required computer device, a compatible functioning charger, computer operating system, software, and browser to take the NextGen UBE. NCBE is not responsible for any technical problems with my computer devices, operating system, software, browser, Internet connection or electric power that may interrupt, delay, or interfere with my ability to start, take, or complete the UBE. Where I am using my own computer, I understand and agree that I am responsible for ensuring that the required computer devices, operating systems, browser, Internet connection and electric power are suitable for uninterrupted testing and that I have downloaded and appropriately tested the NCBE-provided software.

Prohibited Conduct

I am committed to upholding the security, integrity and fairness of the examination process. I will not engage in any form of prohibited conduct before, during, or after the exam, and understand and agree that the following conduct or any similar misconduct in NCBE's sole discretion, whether planned, attempted or completed, is strictly prohibited:

- Registering for or attempting to take the NextGen UBE more than once during the same test administration
- Falsifying my identity or impersonating another exam candidate (proxy or surrogate testing)
- Gaining unauthorized advance access to exam content
- Talking to or communicating with anyone about live NextGenUBE exam content, in whole or part
- Giving, receiving or soliciting (even by simple viewing of exam content) unauthorized assistance on the NextGen UBE
- Bringing, accessing or using unauthorized or prohibited items during the exam
- Causing disruptions or disturbances during the exam (e.g., making noise or behaving disruptively)
- Copying, capturing, recording, collecting, reconstructing, memorizing, discussing, disclosing, soliciting, transmitting, broadcasting, streaming, reproducing, or distributing NCBE examination content, in whole or part—including any exam question, fact patterns, answer choices, or answers—, through any method or medium (oral, written, electronic, or otherwise), or facilitating such actions by others.

I understand that engaging in prohibited conduct or violating NCBE's or my jurisdiction's test administration policies shall be considered a violation of this

Agreement and may result in one or more of the following penalties imposed by NCBE and/or the authorizing jurisdiction:

- Denial or cancellation of my authorization to sit for this or future NCBE exams
- Cancellation of my test score (note: any access to test materials will be recorded on my official Bar Exam Transcript and shared with any jurisdiction to which I request a score transfer)
- Civil liability
- Criminal penalties
- Referral to bar admissions authorities, which may result in denial of bar admission on character and fitness grounds or other disciplinary action

Disruptions in Testing and Potential Compromises

I understand and agree that NCBE reserves the right to use statistical and psychometric analyses to evaluate the validity of examination response data and scores. I understand and agree that NCBE may use these reliable scientific methods to determine whether scores should be withheld, invalidated, canceled, or investigated further to determine whether a candidate violated the terms of this Agreement or the NCBE policies. I further understand and agree that, if NCBE has a reasonable basis to question the validity of any Next Gen UBE response data or examination results, whether identified through the use of statistical analysis, psychometric analysis, any other reliable method or source of information, due to my misconduct, or a testing disruption or other compromising event, NCBE reserves the right, in its sole discretion, to withhold, cancel and invalidate examination scores, such as those that:

- Cause testing to be canceled or interrupted
- Involve a mistiming of the test
- Result in a deviation from required testing procedures
- Indicate possible advance access to an exam's content
- Demonstrate unusual similarities in answers among candidates
- Disrupt or compromise the normal testing process or the validity of test scores
- Otherwise indicate that there was an irregularity in the test administration process.

Cancellation of Scores by NCBE

If NCBE determines that a test score should be canceled, the candidate will be notified before final action is taken—except in cases involving testing disruptions or security compromises, where immediate action may be required. The notification will include information about available options and the procedures for appealing the decision.

Any appeal will consider whether NCBE acted reasonably and in good faith in deciding to cancel the score.

Investigation of Candidate Activity

I understand and agree that NCBE reserves the right to, but is not obligated to, investigate any alleged violation of this Agreement, the NCBE policies, or any alleged activity or circumstance that may compromise the validity, integrity, or security of any portion of the NextGen UBE, or the results thereof. Upon receiving notice from NCBE that it is conducting an investigation related to the examination, I understand and agree that I am required to:

- fully cooperate with the investigation;
- disclose to NCBE all knowledge that could potentially relate to the investigation;
- produce all documents, data, and materials requested by NCBE;
- upon request, submit to an in-person or remote interview, in NCBE's sole discretion, conducted by or on behalf of NCBE; and
- truthfully and completely answer all questions asked by or on behalf of NCBE.

I also understand and agree that if I provide false or misleading information to NCBE at any time, violate the terms of this Agreement or the NCBE policies, refuse to comply with any directions given to me by a proctor, engage in any activity that may compromise the validity, integrity, or security of any NextGen UBE content, or fail to fully cooperate in any investigation conducted by NCBE, that NCBE may, in its sole discretion, directly or through its authorized representatives:

- Interrupt, suspend, and/or terminate the administration of my NextGen UBE;
- Withhold, cancel, or invalidate NextGen UBE scores;
- Prohibit or disqualify me from taking the NextGen UBE for a fixed period of time or permanently;
- Impose special conditions for taking future NCBE exams; and
- Pursue a legal action against me based upon my conduct in violation of this Agreement, the NCBE policies and/or applicable laws.

NCBE Limitation of Liability

I understand that the jurisdiction authorizing me to take the NextGen UBE is solely responsible for decisions related to my eligibility to test, evaluation of accommodation requests and determinations related thereto, and the reporting of my exam score.

In the unlikely event of an error, mistake, or claim related to any of these activities, I agree that any remedy will be determined solely at the discretion of the authorizing jurisdiction. I understand and agree that NCBE shall not have any liability for the administration of the NextGen UBE or the use of NextGen UBE exam scores by the jurisdiction to which I apply for admission. I hereby release and hold harmless NCBE

for all liability of any kind arising out of the administration and scoring of the NextGen UBE, the use of NextGen UBE scores, and the furnishing of information by NCBE about or relating to me in accordance with the NCBE Privacy Policy.

Dispute Resolution

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM NCBE. For any dispute with NCBE, you agree to first contact us through the Contact NCBE link in your NCBE Account and attempt to resolve the dispute with us informally. In the unlikely event that you and NCBE are not able to resolve a dispute after 90 days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by JAMS, Inc. ("**JAMS**"), under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Madison, Wisconsin unless you and NCBE agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS and the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this section shall be deemed as preventing NCBE from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of confidentiality, data security, intellectual property rights or other proprietary rights of NCBE in the examination content or other NCBE-owned content or materials.

WITH RESPECT TO ALL PERSONS AND ENTITIES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND NCBE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY

OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND, EXCEPT AS OUTLINED ABOVE.

Except for actions for non-payment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one year after the cause of action has accrued, except where this limitation cannot be imposed by law.

Candidate Acknowledgment

I understand that if I do not agree to the terms outlined above, I am not permitted to complete registration for the NextGen UBE.

By clicking "I Agree" below, I confirm that I have read, understood, and agree to abide by the terms of this Candidate Agreement and that the statements and affirmations I have provided or acknowledged herein are true and correct.