

TERMS OF ENGAGEMENT

The terms set forth below apply to all work for which any client engages this firm, except as expressly otherwise set forth in a separate engagement agreement.

1. OFFER AND ACCEPTANCE. Our delivery of this letter to you, in paper or electronic form, and whether or not signed by us, constitutes an offer of the terms set forth herein. Your signing and delivery of the letter, or your payment of an initial sum, or both, will constitute acceptance of the terms set forth herein. No changes may be made unilaterally.
2. SCOPE. This Agreement expresses the terms of engagement with respect to the work described as the "Project" above. Work exceeding such scope, if any, may be subject to separate arrangements.
3. RETAINERS. Any retainer delivered to us will be held in escrow until charges incurred hereunder are billed or earned. Billed amounts will be debited from the escrow account. Any excess retainer remaining upon the closing of the Project will be returned to you promptly. Escrow funds are held in a non-interest-bearing IOLA account. We reserve the right to require replenishment of retainers.
4. BILLING. Bills will be rendered to you periodically during the course of the Project, and/or upon its conclusion, or as otherwise set forth above. Payment is due upon receipt. We reserve the right to suspend work, or terminate this engagement, if payment is not forthcoming within a reasonable period following any billing. If either you or we terminate the engagement for any reason prior to the completion of the Project, fees for all work performed, and all expenses incurred, prior to the termination will be payable in full promptly upon your receipt of a statement for such fees and expenses.
5. EXPENSES. Routine office expenses (e.g., standard postage and telephone calls) are included in the Project fee arrangement; other costs incurred or disbursed due to the particular nature or requirements of this project will be billed at cost. We may require prepayment for such services and delay work until such prepayment is provided. Notwithstanding any contrary provision herein, you authorize us to use express mail and messenger services as we deem appropriate and to charge the expenses thereof at cost. No other third-party services will be engaged without your prior approval. When possible, such services will be engaged in your name directly for direct payment by you to the service provider. We may apply your escrow funds to the payment of approved third-party services. PLEASE NOTE that expenses are payable monthly, EVEN IF fees are deferred in accordance with this Agreement. The Firm is not able to pay out of pocket for expenses.
6. FEE SCHEDULE. We revise our fee schedule modestly from time to time, usually about once per year. The fee schedule stated in this letter reflects our current fee schedule, but is subject to these periodic increases. In all instances, our applicable fees are stated clearly in our invoices. Note as well that we have occasional changes in personnel, and that each staff member's regular fee rate will be applied to your project, whether or not such individual is identified expressly in this letter.
7. FINAL PAYMENTS AND COLLECTIONS. While most of our clients are very reliable, it is our standard practice to ensure full payment of our invoices by withholding the final deliverable items until the final fee is paid. In real estate transactions, we require that our final invoice be paid at closing, and from the final proceeds of the transaction or escrow balance, as applicable. In matters involving receipt of funds from third parties, we will expect you – and you hereby agree – to instruct the payor to make payment of our final invoice directly from the amount to be delivered, or to direct the final payment to our escrow account, from which we may take payment. In the event that final payment is not forthcoming, you will be responsible to cover any costs of collection that we incur, including our own time at the project rates set forth herein, and to pay the full amount of any outstanding invoice, notwithstanding any compromised fee to which we may have agreed in expectation of prompt payment, and regardless of the outcome of, or your satisfaction with, our work.
8. PRIVACY. We understand that your privacy is a paramount concern. The information we collect from you will be used only to provide the legal services for which you have engaged us. We will hold all of your information in strict confidence and release it to other parties only as and to the extent that you expressly authorize, as required under any applicable law, or as required to provide the agreed services. If you authorize our office to speak with other parties, please be aware that any information shared with them is not considered privileged.
9. MATERIALS PROVIDED. It is assumed that all materials you share with us are reproductions and that any original documents will be clearly identified as such. Original documents so identified will be returned to you or stored in our files according to your request, subject to our policies and judgments as to such document storage. All other materials will be retained or discarded according to our policies and judgments as to document storage.
10. INFORMATION PROVIDED. All analyses that we perform and all advice that we render are based upon the facts that you disclose to us or cause to be disclosed to us by third parties. We perform no independent investigation or verification of the facts or circumstances surrounding such materials or their contents. We act in reliance upon the veracity of all information provided to us regarding the Project, and upon the assumption, without investigation or inquiry, that all such information is substantially accurate, complete and current. We disclaim, and you release us from, all responsibility with respect to any material that we request from you that is not provided to us, and with respect to any information contained in such materials.
11. COMMUNICATION. Email is the best method of communication for day-to-day progress of our work together. If we are not immediately available by telephone, we will do our best to respond within 24 hours. Please understand that we may be unable to respond

immediately due to urgent demands of other matters. This does not mean that your matter is not receiving our careful attention. It is generally not helpful to make repeated calls in a short period of time; we monitor the progress of all matters at all times and will contact you with relevant information promptly as it arises. Text messaging is not an appropriate or reliable means of communication for legal matters, and it is specifically discouraged. Even if we exchange text messages with you on certain occasions, we specifically do not accept responsibility to receive or respond to text messages as a general matter.

12. **LEGAL RESPONSIBILITY.** It is important for you to appreciate that you will be legally responsible for all provisions of any legal agreement to which you are a party. We will provide as much guidance and explanation as is reasonably possible, and respond to all your questions. But it is important for you to review all documents to your own satisfaction, and become comfortable with their requirements, and make your own decisions, prior to signing.

13. **DISCLOSURE OF INFORMATION.** We are able to help you only with matters that you make known to us. As such, your communication with us is as important as our communication with you. We cannot accept, and specifically disclaim, responsibility for any undesired results arising in any way from your failure to apprise us of all relevant information at the outset of the engagement and on an ongoing basis.

14. **RUSH / OVERTIME WORK.** For work required on a rush basis or required by client to be performed on weekends, holidays or attorney's vacations, a premium of 10 – 20% may be added at our discretion. Work performed at such times due to attorney's own time management is excluded from this provision.

15. **NO ILLEGAL ACTIVITIES.** In executing this Agreement, you represent that you have disclosed and shall continue to disclose to us your intentions and goals relating to the Project in full candor, that the services for which you have engaged us are not intended to advance or contribute to any illegal or fraudulent activity, and that you are not now and have never been a party with whom transactions are prohibited under the USA PATRIOT Act or Executive Order 13224. For the purposes of this paragraph, the term "you" shall refer to the party identified as "Client" above, and all affiliates, partners, officers, and employees thereof.

16. **EXCLUSIVE ENGAGEMENT.** You have no other attorney engaged for the Project or any part thereof at this time, unless expressly documented herein or elsewhere.

17. **ARBITRATION.** Pursuant to Rule 137 of the Chief Administrator of Courts of New York, a client has the right in many cases to elect arbitration rather than litigation as a method of resolving a fee dispute with his or her attorney. The client may exercise this right within thirty (30) days from the date of the attorney's notice to client thereof. For the purposes of the engagement contemplated by this letter, notice shall be deemed to be given simultaneously with the delivery of the first bill for services rendered pursuant hereto.

18. **LICENSING.** Attorneys are licensed by the individual states and practice under the professional responsibility to perform work only within areas of their competence. The attorneys of this firm are licensed in New York.

19. **TERMINATION OF ENGAGEMENT.** This agreement may be terminated by either party at any time, upon written notice to the other party, which may be made by any means of communication customarily used between the parties, but in no event by text message or social media. The termination of representation shall be effective as of the date of such notice and all amounts then payable to the Firm shall be paid promptly thereafter. Each party shall fully cooperate with the other in the completion, execution and filing of any materials that may be necessary for the termination of the representation or the transfer of the Client's matter to new counsel. The Firm will deliver the Client's file in its entirety to the Client or new counsel as directed by the Client, upon the full payment of amounts due to the Firm. Notwithstanding the foregoing, the Firm will continue its representation of the Client pursuant to all terms of this Agreement until new counsel is engaged, if and as required by any court or by the applicable rules of professional responsibility.

20. **ESTATE MATTERS.**

a. **SUSTAINED ENGAGEMENT.** Work on trust and estates involves a series of procedures that typically last at least seven months, and that involve many technical issues. Your ongoing communication with us as to all estate matters is as important as our communication with you. We cannot accept, and specifically disclaim, any responsibility for any failure in the management of estate matters or completion of procedures resulting in any way from your failure to inform us of all relevant information.

b. **FIDUCIARY CAPACITY.** If you are serving in the role of executor or trustee, this firm represents you in your capacity as fiduciary. Most legal fees and related expenses of a fiduciary may be paid directly with funds from the relevant estate or trust. In certain circumstances, however, the court may restrict the amount of legal fees and related expenses that may be paid by the estate. In such cases, you agree in your personal capacity to pay any balance of legal fees and expenses actually earned or incurred by this firm that are not payable by the estate. In addition, if the Project terminates before estate assets become available for payment, you will be personally responsible for all payments hereunder.

c. **ESTATE ISSUES OUTSIDE NEW YORK.** Whenever the deceased person owned property, especially real estate, in states other than New York, it may be necessary to conduct ancillary probate proceedings in the other states where the property is located. Probate proceedings and real estate transactions outside the State of New York are not part of our project and cannot be handled by this firm. We will be happy to assist you in coordinating local counsel for such work, as best we can.

d. CO-COUNSEL. In estate matters that are or become contentious (those that involve litigation or significant adversarial activity), we may engage the firm of Morris & McVeigh LLP as co-counsel on fee terms similar to those set forth in this letter, and bill their charges through on our invoices. We will notify you if this appears necessary or desirable. We work with Morris & McVeigh routinely, and would do so on your matter in order to staff your work with adequate resources. This is intended to improve efficiency, and not to duplicate efforts. Any other or different co-counsel arrangements will be undertaken only with your advance approval.

21. ESTATE PLANNING MATTERS.

a. CONCURRENT REPRESENTATION. There are always potential conflicts of interest between spouses or domestic partners, and sometimes real conflicts. If you choose to engage us to represent both you and your spouse/partner, we will proceed on the understanding that you are comfortable with our representing both of you together and that you waive any objection to such conflicts. If either party shares information with us on the understanding that it not be shared with the other party, we will honor this understanding. However, certain information could indicate a significant conflict, in which case we may find it necessary to withdraw from representing one or both parties. In all events, we will maintain the secrecy of the information, and we do ask you to err on the side of sharing, rather than withholding, information.

b. FIXED FEES. The first half of the fee is earned upon the completion of the initial consultation; the second half is earned upon your signing of documents. If the project is not completed within six months of its initiation, we may deem it closed, and further work would be done under a new fee arrangement.

22. REAL ESTATE MATTERS – TITLE INSURANCE. This firm strongly advises all purchasers of real property (including condominium units) to obtain title insurance. The choice is yours, but this firm specifically disclaims all liability for any loss, expense or harm that would have been covered by title insurance.

STATEMENT OF CLIENTS' RIGHTS

Section 1210.1 of the Joint Rules of the Appellate Division
(22NYCRR §1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

STATEMENT OF CLIENTS' RESPONSIBILITIES

This is an informational statement adopted by
the New York State Bar Association

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.
4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.
5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional Responsibility.
9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.