

Offit | Kurman
Attorneys at Law

Terms and Conditions of Representation

1. Although our representation of you may be primarily handled by one attorney, various portions of the representation may be delegated, as appropriate, to other firm attorneys, paralegals and law clerks. A list of the billing rates of each attorney, paralegal and law clerk in our firm is available online via the web address provided in your engagement letter, or in hard copy at your request. In the event that our rates increase in the future, the increased rates will automatically take effect.

2. On occasion, there may be circumstances when billing for our services on an hourly basis is not appropriate. Under such circumstances, we will advise you that standard hourly billing is not appropriate and, with your consent, we will bill you for services on an alternative basis.

3. Any and all activities performed on your behalf by our professional staff will be considered billable time; these activities include, but are not limited to: the making and receipt of telephone calls; drafting and review of correspondence and email; preparation and review of papers, agreements and memorandum; fact investigation; reading and analyzing written materials; travel to and from meetings and court appearances; preparation for meetings and court appearances; and conferences with you, experts, or other attorneys.

4. You will receive invoices describing the services rendered and costs advanced on your behalf on a monthly basis. **Full payment of all amounts invoiced is due within 30 days after the date of the invoice.** Questions or objections to any invoice or portion thereof must be raised within 30 days of receipt, or you will be deemed to have approved the invoice. If you are unable to pay your balance in full on a monthly basis at any point during the representation, Offit Kurman reserves the right to propose alternative billing arrangements for the duration of the representation.

5. If the matter for which we are retained involves litigation where a contractual provision, statute, or rule provides for assessment of attorney's fees and costs, such fees and costs may be awarded by the court both before and at the time of any final order or decree. For example, in some domestic cases, a judge may order a spouse to pay part or all of the other spouse's reasonable fees, costs, and expenses. Because fee and cost awards are totally unpredictable, payment of our fees and costs is not dependent or contingent upon the award and/or receipt of counsel fees or costs decreed by order of court. All fees, expenses, and Costs incurred are your responsibility and obligation.

6. Offit Kurman reserves the right to apply interest at a rate of twelve percent (12%) per year to any and all overdue balances. If you do not pay Offit Kurman for the services rendered or costs advanced on your behalf, we may be forced take legal action to collect our fees and/or any expenses due under this Fee Agreement. Should this ever become necessary, you agree to reimburse us fully for all costs associated with the collection of your outstanding balance, including, but not limited to, reasonable attorneys' fees charged at our standard rates, plus interest applied to the unpaid balance, calculated at the rate of twelve percent (12%) per year.

7. This engagement is governed by the laws of the State of New York of the United States of America (without regard to its rules regarding choice of law) and is provided to you in accordance with Rule 1.5(b) of the Rules of Professional Conduct and Part 1215 of the Joint Rules of the Appellate Division of the Supreme Court of the State of New York. In the event that a dispute arises between us related to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, as administered locally by the Joint Committee on Fee Disputes and Conciliation. A notice prepared by the New York State Board of Governors of the Fee Dispute Resolution Program which describes your rights under New York law, the instructions and procedures of the Program, and the forms for use of the Program are available upon request or online at www.nycourts.gov/admin/feedispute. If for any reason the Fee Dispute Resolution Program will not agree

to arbitrate the dispute, it will be submitted to arbitration by a single arbitrator at JAMS in New York, New York, and in accordance with the JAMS Rules for Commercial Arbitration. This agreement does not foreclose the parties' attempting to resolve a fee dispute at any time through voluntary mediation.

8. During the course of this engagement the firm may advance payment for certain "incidental expenses" on your behalf. You will be responsible for reimbursing the firm for these expenses which include, but are not limited to, courier fees, outside copying charges, parking, and travel expenses. *Offit Kurman does not charge clients for internal costs such as regular postage, internal photocopying, facsimiles, long distance calls, or overnight delivery charges.*

9. Unless you instruct us otherwise, to the extent practicable, we will generally transmit copies of documents to you via e-mail. Document productions made and received will generally be scanned to create searchable, electronic copies of documents. If this task is to be outsourced, to the extent practical, we will provide you with an estimate. If the documents are scanned in-house, you will be charged for the time of a paralegal to scan and electronically organize the documents. We are not required to advance any costs on your behalf and we may require a deposit in addition to your retainer before incurring any such charge.

10. From time to time, you may be required to engage "outside service providers" such as process servers, expert witnesses, deposition services, or transcription services. You will be responsible for direct and timely payment of those vendors' services and associated costs. If we believe that the services of such a vendor are needed, we will discuss them with you when and if the need arises.

11. Depending upon the circumstances of an engagement, it may be beneficial for you to hire an attorney from outside of Offit Kurman to handle certain aspects of the representation due to that attorney's area of expertise, geographic location, or other characteristic that would be advantageous to your legal needs. You will be responsible for the direct and timely payment of those attorneys and associated costs. If we believe that outside counsel is needed, we will discuss it with you when and if the need arises.

12. The scope of our representation under this agreement does not include tax advice, accounting, immigration, or securities law issues. We do not advise or consider the tax aspects of any matter or any agreements reached with the adverse party, nor will we advise or consider any applicable securities law issues. With respect to any tax implications or ramifications or any matters involving immigration or securities law regarding this matter, you should specifically obtain the services of a tax accountant or tax, immigration or securities attorney.

13. BECAUSE OF THE NATURE OF LEGAL MATTERS AND PROCEEDINGS, IT IS DIFFICULT TO FORECAST THE OUTCOME OF NEGOTIATIONS OR PROCEEDINGS OR TO PREDICT WHAT THE TOTAL FEE MIGHT BE. THE ATTORNEYS AND THE FIRM MAKE NO REPRESENTATION OR GUARANTEE CONCERNING THE OUTCOME OF THE NEGOTIATIONS, PROCEEDINGS, OR MATTERS FOR WHICH WE HAVE BEEN ENGAGED, NOR WITH RESPECT TO YOUR TOTAL FEES, COSTS OR EXPENSES ARISING FROM OR RELATED TO THIS MATTER AND OUR REPRESENTATION OF YOU.

SIMILARLY, AT THE COMMENCEMENT OR DURING THE COURSE OF OUR REPRESENTATION, WE MAY EXPRESS OPINIONS OR BELIEFS CONCERNING THE LITIGATION, NEGOTIATIONS, PROCEEDINGS, OR MATTERS, VARIOUS COURSES OF ACTION AND THE RESULTS THAT MIGHT BE ANTICIPATED. ANY SUCH STATEMENT IS INTENDED TO BE AN EXPRESSION OF OPINION, BASED ONLY ON INFORMATION AVAILABLE TO US AT THE TIME, AND SHOULD NOT BE CONSTRUED AS A PROMISE OR GUARANTEE OF RESULTS OR OUTCOME. TO THE EXTENT ANY REPRESENTATION AS TO THE OUTCOME OF YOUR MATTER, OR ESTIMATE OF ATTORNEY'S FEES HAS BEEN MADE TO YOU, SUCH REPRESENTATIONS ARE MERGED HEREIN AND SUBJECT TO THE DISCLOSURE ABOVE.

13. Spoliation is the willful destruction of evidence or the failure to preserve potential evidence for another's use in pending or future litigation. By retaining Offit Kurman, you acknowledge that litigation either has been, or potentially will be, filed. You have an obligation to preserve any potential evidence that may be relevant to issues in your case. Potential evidence includes electronically stored information (ESI) such as email, whether on personal devices or work computers (including deleted emails), text messages, word processing files, spreadsheets, social media content (Facebook, Twitter, LinkedIn, Instagram, etc.), and any other electronic information that may be stored on desktops, laptops, servers, mainframes, smartphones, tablets, employees' home computers, or on a variety of other platforms. You are advised that you must retain, in their current condition, all data and information on any computers, laptops, tablets, smartphones or any other device capable of storing data. You must also retain hard copies of documents including photographs, financial records (whether personal or business), letters, and the like during the pendency of the litigation if they currently exist. Intentional or negligent destruction or failure to preserve potential evidence can result in severe sanctions, such as civil contempt, financial penalties, or dismissal of a claim or defense.

14. It is impossible for us to project the amount of time that will be devoted by the firm to your needs. However, if at any time you decide that you would like us to cease further activity on your behalf you should notify us in writing. Likewise, we may withdraw as counsel, terminate this Agreement, and be relieved of the responsibility of performing further work on your behalf, by notifying you in writing. Reasons for such termination on our part may include, but are not limited to, failure on your part to pay fees or expenses under the terms of this Agreement in a timely manner, failure to cooperate with the firm in preparation and/or execution of your legal needs, reasons mandated by the rules of professional conduct governing lawyers, a significant disagreement arises as to legal strategy, or discovery or analysis of facts and/or law which lead the firm to conclude that your matter should not be pursued. In such an event, you agree to pay any remaining balance owed on your account.

15. After our representation of you has ended and we have received payment for all of the services rendered and costs advanced, we will return all originals and client property to you via FedEx along with our closing letter. We will offer you the "Final Attorney Work" documents, which will be sent electronically via a secure email. Please be advised that we will destroy all paper after the matter is closed, except for original documents or other materials that we determine must be maintained for legal or other reasons, while maintaining an electronic copy of all documents in the file for the required retention period.

16. You agree that your engagement of Offit Kurman, and all agreements, matters, claims, disputes and actions related to, or arising out of that engagement shall be governed by the laws of the State of New York. You agree that by engaging Offit Kurman, you submit to the jurisdiction of the courts of the State of New York, and that the sole venue for all matters, claims, disputes and actions related to, or arising out of your engagement of Offit Kurman are the courts of the State of New York.

17. You agree that by engaging Offit Kurman, you hereby WAIVE ALL RIGHTS TO SEEK A JURY TRIAL for any and all matters, claims, disputes and actions against or involving Offit Kurman that are related to or are arising out of your engagement of Offit Kurman. Waiver of the right to a jury trial may be a valuable and important right. You should consider securing the advice of independent counsel of your own choosing to advise you on this waiver.

18. These Terms and Conditions of Representation will be updated on an annual basis and made available at the web address shown below.

Statement of Client's Rights
 Section 1210.1 of the Joint Rules of the Appellate Division amended April 15, 2013
 (22 YCRR §1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and non-lawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle 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 discharge your attorney and terminate 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 reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses 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 arrangement for fees and expenses 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 promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
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 Client's Responsibilities
(Informational Statement Adopted by the New York State Bar Association)

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 should be one of complete candor and the client should apprise the lawyer 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 to the extent required by law.
4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or her letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving 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, address, email, or other electronic contact information, and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
9. The lawyer may decline to accept a matter if the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.
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 a suitable working relationship with the client is not likely.