

**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. 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.*

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 may request that you or an authorized representative pick up your files or documents that have been produced during the course of the representation. Absent extenuating circumstances or cases in which our firm specifically agrees to hold certain documents for you, you agree to retrieve the documents within 90 days of our request. If we do not hear from you within the 90-day time period, or if you do not want us to return these to you, please be advised that we may destroy all paper copies other than those original copies that we determine must be maintained for statutory or other reasons.

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 Commonwealth of Virginia. You agree that by engaging Offit Kurman, you submit to the jurisdiction of the courts of the Commonwealth of Virginia, 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 Commonwealth of Virginia located in Fairfax County, Virginia.

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.

19. 4863-1895-0667, v. 1