

**Offit | Kurman®**  
Attorneys At Law

Terms and Conditions of Representation

1. 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 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, discovery or analysis of facts and/or law which leads the firm to conclude that your matter should not be pursued, or any other reason.

2. 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.*

3. 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 before incurring any such charge.

4. 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 the 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.

5. BECAUSE OF THE NATURE OF LEGAL MATTERS AND PROCEEDINGS, IT IS DIFFICULT TO FORECAST THE OUTCOME OF LITIGATION, NEGOTIATIONS, PROCEEDINGS, OR MATTERS. THE ATTORNEYS AND THE FIRM MAKE NO REPRESENTATION OR GUARANTEE CONCERNING THE OUTCOME OF THE LITIGATION, NEGOTIATIONS, PROCEEDINGS, OR MATTERS FOR WHICH WE HAVE BEEN ENGAGED, NOR WITH RESPECT TO YOUR TOTAL 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 HAS BEEN MADE TO YOU, SUCH REPRESENTATIONS ARE MERGED HEREIN AND SUBJECT TO THE DISCLOSURE ABOVE.

6. 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.

7. 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.

8. 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.

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