



STANDARD TERMS OF REPRESENTATION

If you select the law firm of Saunders, Walsh & Beard, we look forward to helping you resolve your legal issues as expeditiously as possible. The following are Standard Terms of Representation on which Saunders, Walsh & Beard (the “Firm”) will undertake to represent you and/or your company (“Client”) and apply to all representation.

1. Scope of Representation

The scope of representation is as agreed in writing between Firm and Client.

2. Fee Arrangements

Client agrees to pay the Firm for professional services pursuant to this engagement and to reimburse the Firm for the costs and expenses we incur or pay on Client’s behalf and charge to your account. The Firm will provide you with an itemized bill on a monthly basis. Monthly invoices will be sent via email to the email address you provide as agreed in writing.

Partner, Associate, and Paralegal billing rates will be as agreed in writing. These rates are subject to annual adjustment, and you will be given notice of any rate changes. Balance is due upon receipt and any balance not paid within thirty (30) days of the date of the statement will accrue interest at the rate of 1.5% monthly. In the event you have any questions or concerns regarding any of our statements, please do not hesitate to contact your lawyer or office administrator. At the conclusion of the Firm’s representation, any unused retainer balance will be returned to you upon request.

Should your Representation Agreement require payment of a Retainer, the fees and expenses incurred in the matter will be billed against the Retainer monthly. Each month, you will receive an invoice describing the fees and expenses billed against the Retainer. The invoice will show the remaining balance of the Retainer, if any. You will have fourteen (14) days from the date of the invoice to replenish the retainer to the amount agreed to in writing. In the event the Retainer is not replenished within thirty (30) days from the date of our invoice, you authorize the Firm to charge your credit card for the amount necessary to bring the retainer balance back to the amount as agreed to in your Representation Agreement. By completing and returning the Credit Card Payment Authorization Form provided with your Representation Agreement, you authorize the Firm to replenish the Retainer each month by charging the credit card listed on the Form unless payment in another form is received within thirty (30) days of the Firm’s invoice.

3. Reimbursement of Costs

Our invoices may include charges for services and expenses customarily invoiced by law firms in addition to fees for legal services performed in connection with our scope of representation. These may include travel expenses, messenger and delivery services, filing fees and similar expenses for services rendered by third parties. Further, our invoices may include charges for costs and services such as photocopying, long distance telephone, telecopying, postage and computerized legal research. Specific or large expenses such as expert fees may be required to be paid direct, or in advance of the expense being incurred

4. Consent to Conflicts Respecting Unrelated Matters

Client is aware that the nature of the Firm's practice is such that the Firm may, from time to time, concurrently represent one client in a particular case or matter and an adversary of that client in such case or matter in an unrelated case or matter if it is the Firm's professional judgment that the Firm can undertake the concurrent representation impartially and without any adverse effect on the other responsibilities the Firm has to either client. Client acknowledges that you do not consider such concurrent representation, in unrelated matters, to be inappropriate and consent to any such present or future concurrent representations.

Client is aware that the Firm represents the Collin Central Appraisal District in tax valuation disputes in Collin County, Texas. It is understood and agreed that the Firm does not and will not represent Client in connection with any tax valuation dispute against the Collin Central Appraisal District or any of its officers, directors, agents, employees or representatives. Client acknowledges that you do not consider the Firm's representation of Collin Central Appraisal District in such matters to be a conflict of interest or in any way inappropriate and hereby consents to any such present or future concurrent representations. Client agrees that it has not and will not provide information to Firm that would be confidential in any current or future tax valuation dispute with Collin Central Appraisal District.

5. Limitations on Scope of Representation

Client acknowledges that, unless otherwise agreed in writing, we are not your general counsel and that our acceptance of this engagement does not involve our representation of you or your business or other interests with respect to any matter other than the matter listed in the Scope of Representation. Client further acknowledges that the scope of our engagement does not include advising you with respect to such financial disclosures or IRS obligations you may have under law or by agreement.

6. Discharge and Withdrawal

Client will have the right at any time to terminate the Firm's representation by delivering a written notice of termination to the Firm. The Firm will have the right to withdraw from its representation at any time. If you discharge us or we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete the termination of the representation. If a discharge or withdrawal occurs, we will be entitled to be paid or reimbursed for all costs and expenses paid or incurred by us on your behalf, and we also will be entitled to be paid a reasonable fee for the professional services we have rendered to you through the date of termination and for which we previously have not been paid.

7. Dispute Resolution

In the event of a dispute regarding the matters encompassed by this Agreement, including, but not limited to, disputes arising out of the attorney/client relationship and any claim of legal malpractice, it is agreed that the dispute shall be submitted to mandatory binding arbitration. Such arbitration shall be conducted in accordance with the rules of the State Bar of Texas before arbitrator(s) selected in accordance with those rules or the rules of any local bar association within Collin County that is operating under the auspices of the State Bar or, if not available, then the Dallas Bar Association. Should arbitration become necessary, the decision of the arbitrator(s) shall be final and binding upon the parties. The prevailing party at the arbitration shall be awarded the cost of arbitration, including his/her fees, other costs, and reasonable attorneys' fees. Notwithstanding the foregoing, this agreement to arbitrate does not apply to any claims made by the Firm for the recovery of its fees and expenses.

WAIVER OF JURY TRIAL – CLIENT AND THE FIRM HEREBY KNOWINGLY, VOLUNTARILY AND UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Client acknowledges that the Firm is based in Collin County, Texas. Client further acknowledges that most, if not all, work performed by the Firm in fulfilling its obligations to Client under this Agreement will take place in Collin County, Texas. As such, should a dispute arise between Client and the Firm, exclusive jurisdiction and venue for resolution of any such dispute shall be in Collin County, Texas.

The Firm supports and follows the Texas Lawyer’s Creed, which can be viewed at <http://saunderswalsh.com/disclaimer/>. All lawyers in Texas have an obligation to maintain a high standard of ethical conduct toward their clients and others. If you would like to learn more about the State Bar’s disciplinary system, the Bar’s “Attorney Complaint Information” brochure can also be viewed at <http://saunderswalsh.com/disclaimer/>.

8. Representing Corporate Entities

If you are a corporation, we require that the payment for our services be guaranteed by an officer of the corporate entity. In that regard, by signing in the Representation Agreement, the individual signing on behalf of a corporate entity is agreeing that, should the corporate entity fail to pay its account or otherwise become unable to pay its account in connection with this or future matters, the individual will be personally liable for any unpaid balance on said accounts.

This statement, along with specific written terms as to scope of representation and rates, constitutes the entire agreement between Client and the Firm regarding your engagement of the Firm to represent you and is subject to no oral agreements or understandings and can be modified or changed only by a further written agreement signed by you and the Firm.

We are pleased to have this opportunity to represent you. We can begin representation of you upon receipt of the signed copy of the Representation Agreement and payment of the retainer, if any is required. Until both items are received, the Firm does not represent you. Further, please note that any offer of representation expires fourteen (14) days from the date of the offer if the requested documents and retainer, if any, are not received by that time. If you have any questions concerning this letter or our representation, please contact us at (214) 919-3555.