

STANDARD TERMS OF ENGAGEMENT

The terms of engagement provided below (the “Standard Terms”) govern the legal services provided to you (the “Client”) by Crary Huff Law Firm, P.C. (the “Firm”). The Standard Terms, as updated from time to time, are incorporated by reference and supplement the terms agreed upon in our engagement letter (the “Engagement Letter”). It is important that you read and understand the Standard Terms because they explain the obligations and expectations for the Firm and for you regarding scope of representation, communication, billing and payments, and the general administration of the attorney-client relationship.

Acknowledgement:

The Client acknowledges that the Client has read the Engagement Letter and the Standard Terms herein.

Who is the Client:

The Firm represents the Client identified in the Engagement Letter and no other party. If the Client is an individual, we do not represent any extension of the Client such as that individual’s family members, employer, businesses, or insurer. If the Client is a private, public, or governmental entity, we do not represent other associated parties including, but not limited to, individual employees, parent or subsidiary entities, owners, officers, directors, elected officials, taxpayers or other stakeholders.

Who Represents the Client:

Typically, one attorney will be the primary contact for the Client. However, because Crary Huff is a collaborative firm, work will regularly be delegated to other attorneys or legal support professionals to ensure that work is being performed in the most specialized, efficient, and cost-effective way possible.

Scope of Representation:

The Engagement Letter specifies the subject matter involved in the Firm’s representation of the Client. The Firm’s services shall relate only to that subject matter. If the Client desires the Firm’s representation for other matters, those matters may, at the Firm’s discretion, require a supplemental or new engagement letter reflecting any change from the current representation.

The attorney-client relationship shall terminate upon the conclusion of the representation related to the subject matter in the Engagement Letter unless otherwise agreed to in writing. The Firm has no obligation to advise or consult with the Client after the conclusion of the representation regarding changes to laws or other legal developments that may affect the Client relating to the subject matter of the representation.

The Client may terminate the Firm’s representation at any time, for any reason, by notifying the Firm in writing. The Firm will return any Client property held by the Firm. The Firm will provide the Client’s file to the Client upon request, subject to the Firm’s right to exclude any information owned by the Firm and not considered property of the Client by applicable statutes and rules of

professional conduct. The Firm reserves the right to keep a copy of the Client's file. The Firm may terminate its representation of the Client in accordance with the applicable rules of professional conduct.

If the Client later hires or retains the Firm to perform legal services, then the Firm's Standard Terms shall apply to those legal services. The termination of representation by the Client or the Firm does not extinguish the Client's responsibility to pay for incurred legal fees and related expenses.

The Client agrees that the Firm may contact the Client by mail or electronic means with legal updates or other publications, invitations to events, or for other permissible reasons. The Client may contact the Firm at any time to request that these communications stop.

Conflicts of Interest:

State rules of professional conduct govern the Firm's practices and prohibit certain conflicts of interest. A conflict of interest may arise when the Firm's representation of one client will be directly adverse to another client or when there is significant risk that the Firm's representation to a client will be materially limited by the Firm's responsibility to another client, a former client, or another third party.

In certain cases where a conflict of interest exists, the Firm will be prohibited from representing one or either party. In other cases, the Firm may determine that it will be able to provide competent and diligent representation to each affected client, and the conflict of interest may be waived if each affected client gives informed, written consent. Waiving a conflict of interest does not waive the Client's right to effective representation. It simply means that the Client has been informed of the conflict of interest and, with that knowledge, still wishes to accept representation by the Firm. In the case of a waiver of a conflict of interest, the Firm will comply with all ethical requirements and the rules of professional conduct as they relate to Client confidentiality.

Communication:

Candid communication is necessary for the Firm to understand the Client's goals. It is important that the Client understands the benefits and risks associated with their legal matter. For the Firm to effectively represent the Client, it is critical that the Client provides factual and accurate information during the course of representation. The Client agrees to provide any and all facts and updates that are material to the representation or that are specifically requested by the Firm. The Client agrees to timely respond to communications and to attend all scheduled meetings, conferences, or court hearings, whether in-person or via electronic means.

Confidentiality is imperative for the Firm to effectively represent the Client. Client communications are protected by attorney-client privilege and the rules of professional conduct. The Client acknowledges that communication with any third-party could inadvertently waive attorney-client privilege and adversely affect the representation.

The Client consents to the transmission of communications by electronic means. It is the Client's responsibility to keep the Firm updated on any pertinent changes to the Client's contact information, including the Client's address, phone number, and email address. The Client is advised that providing safe and secure contact information is necessary to avoid third-party access to sensitive information regarding representation. The Firm may utilize certain software or encryption services when appropriate to transmit confidential information.

If the Client's legal matter involves litigation or the potential for litigation, the Client may be required to preserve and maintain certain physical or electronically held records. The Client agrees to save and preserve any communications, documentation, or other materials relevant to the legal matter and provide the Firm with the same upon request.

Fees for Legal Services:

The fees for the Firm's legal services are outlined in the Engagement Letter. The Firm's fees are generally set on an hourly, flat fee, or contingency basis.

The Firm reviews the hourly rates for its attorneys and legal support professionals on an annual basis and adjusts rates as necessary. Unless expressly agreed upon in the Engagement Letter, any annual changes to hourly rates will be effective January 1 of each year.

Upon request, the Firm can estimate the fees and charges associated with its representation. Any estimate provided to the Client is not a minimum, maximum, or promise, unless expressly agreed upon in the Engagement Letter.

Costs and Other Expenses:

The Firm may pay certain costs and expenses on the Client's behalf. Any such costs and expenses will be billed to the Client as part of the Client's invoice from the Firm. These costs and expenses may include, but are not limited to, court filing fees, recording fees, court reporter fees, service of process fees, expert witness fees, travel and mileage reimbursement, lodging, meals, publication costs, document production fees, electronic legal research fees, state sales taxes (if applicable), postage and shipping fees, and photocopy charges. For larger costs and expenses, the Firm may ask the Client to pay third-party invoices directly to a vendor rather than through the Firm's billing, and any such requirement may be discussed with the Client by the attorney handling the matter.

Billing and Payment:

The Client will be billed monthly unless otherwise agreed upon in the Engagement Letter or by the Client and the billing attorney. If the Client's account becomes overdue or delinquent, then the Firm reserves the right to take any action allowable by the applicable rules of professional conduct, including, but not limited to, requiring the Client to keep a credit card on file for autodraft payments, charging interest, refusing to perform additional work until the account is current, or withdrawing from representation.

For some matters, the Firm may require the Client to deposit with the Firm a sum of funds that will be held in the Firm's trust account and used to pay for legal services as billed. The Firm will discuss such an arrangement with the Client upon the commencement of a matter. Additionally, the Firm may require the Client to replenish such funds if the balance is depleted and additional work will be required.

Hourly fees and expenses, as well as flat fees and expenses, are not contingent on the outcome of our representation. Any fees or costs that are contingent on the outcome of a matter shall be expressly agreed upon in the Engagement Letter.

Retention of Records:

Upon the termination of the Firm's representation, whether voluntary by the Firm or the Client or due to the conclusion of a matter, the Client may request the Client's file or records. The Firm shall reserve the right to destroy Client files or records within a reasonable amount of time as the Firm deems appropriate, subject to the rules of professional conduct or any applicable laws.

As a general rule, the Firm will not retain or store original documents. Original documents will be returned to the Client or destroyed as the Firm deems appropriate under the circumstances unless otherwise agreed to in writing by the Client.

No Promise or Guaranteed Outcome:

Every legal matter involves variables and factors that can affect the outcome of the matter, many of which are beyond the control of the Firm or the Client. The Firm makes no promises or guarantees about the outcome or result of the case or of the Firm's representation of the Client. The Firm may express opinions, beliefs, or predictions about certain aspects of its representation, but those shall not be construed to the Client as a promise or guarantee. Rather, they are expressions based on the professional judgement of the attorneys or other professionals who make them.

Modification of Agreement:

Any modifications to the provisions in the Engagement Letter and any deviations from the Standard Terms as stated herein may only be made pursuant to written agreement by the Firm and the Client.

Updated: March 2023