



ACRE LAW FIRM

YOU **AGREE** TO THESE TERMS WHEN YOU WORK WITH ACRE LAW:

First and foremost, thanks for choosing our firm. Our goal is to provide the highest quality legal services in the most innovative, efficient, and cost effective manner. We think it's always a good idea to outline some of the important details early in our relationship. The following information describes our services and the terms that apply to our relationship.

1. PARTIES

In this and other agreements, "you" or "your" refers to you the client, or clients if we are representing more than one person. "We", "us" "our," and "Acre Law" refers to Acre Law Firm, LLC or Candace Murphy, depending on who is being retained.

2. SERVICES

You agree that all services provided by our firm must be specifically set out in our Legal Services Agreement. You agree that the services do not go beyond what is written in the legal services agreement and that our representation of you is limited to those specific things that are detailed in the written legal services agreement. Limiting the agreement allows us to focus, be more efficient and more importantly, more cost effective. If you require additional services and we are unable to assist you, we will hopefully be able to assist in locating someone who can help you.

When we refer to "Services" in this agreement, we are referring to those Services that we have agreed to provide to you.

3. JOINT REPRESENTATION

If you have asked us to represent more than one person (including corporate "persons") in respect of the Services, this is called "joint representation." We are only able to provide joint representation in matters which do not have a conflict of interest. Specific details involving joint representation will be discussed prior to signing any legal services agreement. However, overall, please be mindful that we owe each party a duty of loyalty. We are responsible for acting in each party's best interest at all times. If we are unable to fulfill this duty of loyalty, we must withdraw.

4. TAX PLANNING

Tax planning may be central in some transactions in which we act, and taxation issues may be of consequence in most transactions in which we advise. Although on one or more occasions we may advise of certain general tax principles from a legal perspective, and may warn as to certain potential tax consequences, you have not requested, and we do not expect to provide, any specific tax advice in your matters. Good taxation advice should always be obtained from a qualified tax professional.

5. TECHNOLOGY AND DOCUMENT POLICY

Our firm is working hard to further our clients' interest through technology and an almost paperless law firm. This means that, where possible, we provide legal services, complete transactions, sign documents, and store digital documents and communications using secure local and cloud based technologies. You specifically consent to our privacy policy, including the use of third-party cloud-based services, which may be located outside of the United States for the storage, management and transmission of your information, including confidential information relating to the Services.

6. RECORDS RETENTION

Where possible, Acre Law uses digital copies of documents and records. This limits our paper usage. When an original copy of a record is no longer needed, or not requested, we will keep a digital copy for your file and dispose of the original document. If you request paper copies of all records related to your file, please inform us of this requirement when we open your file. Also, do note that there may be additional fees and disbursements associated with maintaining paper records for your file.

7. FEES

Our fees in general matters, drafting, consultation, and attendances (if required) are based upon our normal hourly rates, unless otherwise agreed in writing between you and us. We may also engage lawyers and/or paraprofessionals who may provide work on your file and who have hourly rates ranging from \$75.00 per hour to \$150.00 per hour. You authorize Acre Law to have these

individuals provide services in support of the Services, and in the event that the hourly rate of these individuals is greater than the hourly rate you have been quoted in supporting documents, we will seek your authorization in advance. Unless we have quoted you a flat fee for one or more of the Services, we bill our time in six minute increments and will keep records of all time spent on your behalf.

You should note, in cases of urgent/emergency situations, the normal hourly rate is subject to increase due to the urgency of the matter.

You authorize Acre Law to pay on your behalf any reasonable third party bills associated with the Services (e.g. courier charges, postage, government filing fees). That being said, any outside costs (e.g. accountant) remain your responsibility and we are not required to pay any third-party costs or fees on your behalf. Basically, if you tend to pay our invoices slowly, we will likely not advance costs or fees on your behalf. If you provide prompt payment, we will generally advance reasonable costs for you. Whether those third-party expenses are paid by our firm or not, you will remain liable for the same until they are paid in full.

You will also be responsible for any “out-of-pocket” office charges allocated to your file. These can include charges for in-house photocopying, scanning and faxing, paralegal time, and other charges not attributable to a third party. We don’t nickel and dime you for this. We don’t charge you for long distance phone calls, nor do we add any weird “overhead” amounts to our invoices. If we must send something by courier, we will add that cost to your invoice.

All relevant taxes applicable on legal fees, third party expenses, and office charges will also be charged to you.

8. PAYMENT

8.1 PAYMENT BY CREDIT CARD

For ease in handling the payment of all legal costs and to ensure that time is not spent unnecessarily on administrative matters such as account collection efforts—which take away from our primary job of providing legal services to our clients—our law firm may offer you the option to pre-authorize the payment of your account by credit card, which we will retain on file. This option may be offered to you if you are engaging us to assist with a smaller ongoing matter or one where the total fees, disbursements and taxes are known in advance.

Where you authorize payment by credit card, or another person provides such authorization on your behalf, you specifically authorize and direct Acre Law to process an authorization for the anticipated invoice amount prior to rendering our account, and we may capture the authorized charge upon sending our invoice to you by email.

If you notify us to discontinue the use of the pre-authorized credit card payment, you authorize and direct us to render a final account using that plan and to pay the same immediately, and then we will discuss alternative arrangements for the payment of future account if any.

8.2 PAYMENT BY CHECK

Depending on the nature of the transaction, we may require that deposits into trust be paid by a certified check or regular check.

Where you pay an invoice, retainer or amount into trust by check, and this payment is returned/reversed due to insufficient funds, a service fee of \$45.00 will be added to your account to cover administrative and other fees and costs incurred by us.

8.3 RETAINER

You are responsible for submitting the original retainer deposit for work to start on your file. For future payments, you may provide us with credit card pre-authorization to cover the cost of your invoices. Any retainer deposits will be deposited into the firm’s trust account to serve as a source of payment for legal fees and costs associated with your representation. You are responsible for replenishing all retainer amounts requested as a condition of us providing, or continuing to provide, Services. If a retainer is not paid or replenished on request, or if the credit card authorization is declined or withdrawn, we may not continue your representation unless other payment arrangements are made. Additionally, client’s failure to pay may be good cause to terminate the legal services agreement.

9. INVOICING

We generally send invoices monthly, but sometimes that doesn’t make sense. If we have finished providing the Services, we usually invoice you soon afterwards. Other times, we may choose to invoice you more frequently than monthly or less frequently if we haven’t done much work for you in a while.

If we are holding funds in trust, we will apply those amounts against the invoices and you will be responsible for paying outstanding amounts, if any. Otherwise, if you have pre-authorized payment of our invoices, we will pay our invoices immediately. Payment for invoices is due upon receipt, and where payment is not made within 30 days, interest will be charged on the outstanding balance at a rate of 1% per month from the date of the invoice until paid.

10. IDENTIFICATION AND VERIFICATION

We are required to confirm your identity. You agree to provide sufficient identification of a government issues identification card and/or passport. You acknowledge that your failure to provide this information will be grounds for suspending legal services and/or terminating the legal services contract.

11. TERMINATION

You may terminate our services at any time on written notice to us. Subject to our obligations to maintain proper standards of professional conduct, we may terminate our services for good reasons, which may include (without necessarily being limited to):

- If you or any of your designated representatives fail to cooperate with us in any reasonable request;
- If there is a serious loss of confidence between us and you;
- If you revoke the personal guarantee set out below;
- If you fail to provide us with satisfactory identification materials as required above;
- If our continuing to act would be unethical or impractical; or
- If our accounts or retainers are not paid when rendered or requested.

If you terminate our services or we withdraw, you would only have to pay our fees, disbursements, other charges, and the applicable taxes incurred up until the time we stopped acting on your behalf.

12. AMENDMENT AND MODIFICATION

This agreement is subject to any additional or supplemental agreements that we may set out in writing. We may also change the terms of this agreement on one or more occasions by providing written notice to you.

Upon delivery of notice from us of any change to this agreement's terms, you will be deemed to agree with such change unless you notify us in writing within 10 business days after receiving notice and, in any event, before we provide further services in reliance on such change. Our ability to change the terms of our engagement, however, will always remain subject to your right to terminate our services in accordance with this letter, which rights we will never change.

13. PRIVACY AND RELATED LEGISLATION

As a client of Acre Law, you are protected under the attorney-client privilege. However, in some cases, the law may require certain disclosures. As the nature and scope of the Services may change on one or more occasions, you hereby acknowledge and agree that the purposes for which the information is collected, used, and disclosed may change. You hereby agree that there is no need to obtain your consent with each such change. You acknowledge that there is no need to contain your consent with each such change. You also authorize us to disclose your personal information to our agents, other professional advisors whom we are dealing with on your behalf, any necessary governmental authorities, and where necessary or authorized by you, counsel for an opposing party.

14. CREDIT CARDS AND CERTIFIED CHECKS

Please note that we prefer credit card payments and/or certified checks.

15. REFERRAL FEES

If you were referred to us by another lawyer because of our expertise and ability to handle your matter, and not because of a conflict of interest, we may provide the referring lawyer with a referral fee which will not increase the total legal fees charged in your matter.

16. GUARANTEE

Where you agree to the Legal Services Agreement and supporting documentation on behalf of a corporate body or entity, you agree to personally guarantee and perform all obligations of that body or entity to our firm under this agreement. This guarantee will be a continuing guarantee for all obligations that are incurred at any time in the future, and may be revoked by you at any time by notice in writing. If you revoke this guarantee, however, we reserve the right to terminate our services.

17. CLOSING

Please let us know if object to any of these terms of service. If so, we will need to set out alternate terms in a separate agreement. To retain us, you will need to enter a Legal Services Agreement that incorporates these Terms of Service and our Technology and Privacy Policy. You will also need to provide the requested retainer or pre-authorized payment as set out by Acre Law.

If you have any questions about these Terms of Service, please do not hesitate to contact us. You may wish to seek out independent legal advice, and if you are engaging us in joint representation, we strongly advise that each of you obtain independent legal advice before proceeding together.

We look forward to working with you.

Sincerely,

ACRE LAW FIRM