



MEYER UNKOVIC SCOTT
ATTORNEYS AT LAW

STANDARD ENGAGEMENT TERMS AND CONDITIONS

Along with any accompanying retention letter, these Standard Engagement Terms and Conditions set forth the terms and conditions upon which Meyer, Unkovic & Scott LLP will provide legal services to you and bill you for those services:

1. **PROFESSIONAL UNDERTAKING:** Our goal is to provide you with quality legal services at a reasonable cost. Using our professional judgment, we will endeavor to assign work to those attorneys, paralegals, legal assistants and other personnel that we deem appropriate under the circumstances. We always are willing to discuss staffing and assignments with you if you have questions or concerns. We will do our best to serve you effectively but we cannot and do not promise or guarantee success, or that we will achieve a particular result or outcome in any given matter. Either at the beginning of or during the representation, we may express our opinions or beliefs about a matter, various potential courses of action you may take, and the results that may be anticipated. Any such statement(s) expresses opinion only, is based upon information and documentation available to us at that time and must not be construed as a promise or guarantee of any particular result or outcome. Our entitlement to the payment of fees and costs incurred is not contingent upon the result or outcome of any particular matter.
2. **COMMUNICATIONS/COOPERATION:** We will keep you reasonably informed of our progress and all significant developments about our representation, consult with you in advance on any significant decisions necessary to those developments, and respond to your inquiries promptly. To enable us to effectively render our services, you agree to cooperate fully with us in all matters relating to this engagement, fully and accurately disclose to us all information and documentation that may relate to this matter or that we otherwise request, keep us apprised of all developments relating to this matter and provide all other assistance we reasonably request. Your failure to provide such cooperation and assistance will impair our ability to provide you with legal services and may result in our termination of this engagement. Any questions or concerns that you may have with regard to our services should be directed to us at once.
3. **INSURANCE COVERAGE:** Unless you specifically have engaged our firm to investigate the possibility of insurance coverage for your matter, we will not do so. Any agreement to investigate the possibility of insurance coverage for your matter will be expressly set forth in writing in the "Scope of Representation" section of the accompanying retention letter.
4. **HOURLY FEES:** Unless we agree otherwise in writing, our fees are calculated based upon the applicable hourly rates for the attorneys, paralegals, and other personnel who do the work and are billed in minimum increments of tenths of an hour. Our schedule of hourly rates for our personnel is based upon education, experience, training, and level of professional attainment. Our rate schedule is reconsidered annually with changes effective January 1st of each year.
5. **OTHER FEE ARRANGEMENTS:** On occasion, and only by specific written agreement, we may agree to a fee arrangement other than an hourly fee, such as a fixed fee for a specifically defined project or a contingent fee for a litigation matter. In such a case, the fee and payment schedule will be set forth in our retention letter to you or in a separate written agreement or addendum, but all other terms and conditions of these Standard Engagement Terms and Conditions will apply.
6. **COSTS:** In the course of rendering services to you, it may be necessary for us to incur certain costs for items such as filing and recording fees, deposition transcripts, computerized legal research, electronic document management and storage, notary services, overnight or special delivery services, postage, photocopying, facsimile transmissions, telephone and data charges, travel, lodging, meals, and overtime for firm staff services. The actual costs incurred will vary depending on the services that we provide to you. Certain costs may include an adjustment, above cost, to cover our expenses in providing the billed service. However, costs paid entirely to third parties (such as travel and lodging expenses) will be billed to you at our "out-of-pocket" cost.

Costs incurred on your behalf will be itemized separately and billed on our statements as "disbursements." Cost disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

Third-party costs may be forwarded directly to you for payment. Regardless of whether costs are billed to you on our statements or are forwarded directly to you for payment, you are responsible for all costs incurred in connection with the services provided.

7. **BILLING STATEMENTS:** Generally, our statements are prepared and mailed on a monthly basis. Each statement is reviewed in advance by the responsible attorney and then processed through our accounting department. Our statements are payable upon presentation and are overdue if not paid by the date set forth on the statements.

You agree to review each statement upon receipt. If you receive a statement from us and question, in whole or in part, the accuracy or propriety of the fees, costs or services listed, you are required to communicate to us in writing within fifteen (15) days of receipt of the statement stating your position and the amount in dispute. The time for payment of the undisputed part of the statement will continue to run, but we will suspend the time for payment on the disputed portion until we review the statement and respond to you. We will promptly correct any errors on our statements. Unless Meyer, Unkovic & Scott LLP is sent written notification of any error or disputed amount within fifteen (15) days of your receipt of a statement, the fees, costs and services set forth in that statement will be understood and agreed to be accurate, proper, due, and payable.

8. **LATE PAYMENT:** Time is of the essence regarding the payment of all statements. If you fail to pay our statements in full on or before the date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees and disbursements which are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than permitted by any applicable law.



In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses, and attorneys' fees incurred for our efforts in collecting such amounts. If we use our own attorneys, paralegals, legal assistants and/or other personnel to pursue such an action or proceeding, the fees for which you will be responsible to pay shall be calculated on an hourly basis using the applicable hourly rates for the attorneys, paralegals, legal assistants and other personnel who do such work.

We will have a lien on all files in our possession and their content until we have received payment in full of all amounts due. Also, in litigation matters in which a monetary judgment or award is rendered in your favor, or where a settlement is reached entitling you to monetary compensation, we have a lien on all proceeds thereof to the extent of any unpaid fees or costs.

We reserve the right to decline to continue to provide you with services and cease representation of you if you fail to fully and timely pay our statements without making mutually acceptable arrangements for delayed payments. In the event that our appearance is entered of record in any court, administrative, or other proceeding, your failure to pay in full on a timely basis shall constitute your express consent to our withdrawal of our appearance as your counsel in such proceeding.

9. **RETAINER:** Frequently, we require payment of a retainer before we render services. Our retention letter to you specifies the amount of any such retainer required by us. Your retainer check should be made payable to "Meyer, Unkovic & Scott LLP" and mailed to our office. Payment of the retainer (or any billing statements) also may be made online via credit card by visiting the firm's website at www.muslaw.com. If you are unable to make a payment through our secure payment website, please e-mail payments@muslaw.com or call 412.456.2800 for assistance in processing your payment.

Under the Pennsylvania Rules of Professional Conduct, we are obligated to segregate any retainer in an "escrow" or "trust" account on your behalf separate from our funds until the retainer is "earned" for services rendered or expended for designated disbursements. We reserve the right either to pay any such disbursements directly from the escrow/trust account or to transfer from such escrow/trust account to our account the amount of such disbursements at any time after the cost is incurred. We also reserve the right to apply any such retainer to our legal fees when such services are rendered.

Unless otherwise agreed, any retainer will be held as security for the payment of any costs and/or legal fees when due. You grant to us a lien on and security interest in such retainer, together with all replacements, enhancements, and proceeds thereof. If we access the retainer, we will apply the retainer first to the payment of costs advanced by us on your account and then to legal fees. In the event of any such application, a billing statement will be generated and provided to you. At that time, you may be requested either to replenish or to increase the retainer.

Additionally, we will review your account for this engagement on a periodic basis. If unpaid work is likely to become significant, or if Meyer, Unkovic & Scott LLP's role will change, then an additional retainer(s) may be required. Any required additional retainer(s) will be communicated to you in writing.

At the conclusion of our legal representation, the retainer, or the unapplied portion thereof, will be returned to you as you direct.

10. **FILE RETENTION AND DESTRUCTION:** Generally, at the conclusion of each matter, we will retain your legal file for a period of seven (7) years after we close the file. At the expiration of the seven (7) year period, your legal file may be destroyed unless we are notified by you in writing to the contrary.
11. **TERMINATION:** You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice in order to arrange for alternative legal representation. In either event, all fees and costs incurred on or before the date of termination must be paid as described herein.
12. **SPECIAL ARRANGEMENTS:** Special arrangements, if any, governing the basis on which we will provide and bill legal services to you and varying from or expanding upon the general arrangements set forth in these Standard Engagement Terms and Conditions are described in the accompanying retention letter to you or in a separate written agreement or addendum hereto.
13. **OTHER MATTERS:** Unless we otherwise agree, these Standard Engagement Terms and Conditions will apply to all matters for which you engage us as counsel.
14. **MERITAS:** Our firm is a member of Meritas, a network of over 200 independent commercial law firms, located in major cities throughout the world. Meritas member firms practice independently and are not in a relationship for the joint practice of law. Through our alliance with the over 5,000 attorneys practicing in other Meritas firms, we are able to offer you access to sophisticated legal advice, not only throughout the United States, but also around the world. Each independent member firm is held to the highest service standards and must demonstrate a continuing record of consistent client satisfaction.
15. **ELECTRONIC COMMUNICATIONS:** We will communicate with you via e-mail or other electronic means at your request, but you must be sure to observe reasonable safeguards to assure the confidentiality of any electronic correspondence between us. Electronic correspondence may be viewed by third parties without your knowledge or consent. This may result in a waiver of the privilege of confidentiality that ordinarily attaches to certain communications between us. Among other things, we strongly discourage you from communicating with us through e-mail accounts provided by an employer, which the employer may have the right to monitor, or the use of "public" computers (such as at a library or hotel business center) that may allow others to view our confidential communications. We further discourage the use of SMS or text messaging, which is difficult to preserve, as well as any automatically deleting or "ephemeral" messaging applications.
16. **COMPLETE AGREEMENT:** These Standard Engagement Terms and Conditions and any accompanying retention letter contain the complete and entire agreement regarding the services that we will provide, supersede and replace any previous agreement(s), whether written or oral, between us with respect to the scope of this representation and shall be binding upon our respective heirs, executors, legal representatives, successors and assigns.