

THE TIM BARKLEY LAW OFFICES

TERMS AND CONDITIONS OF REPRESENTATION

Thank you for allowing us to serve you! Law firms, including this one, do not sell documents, nor do we sell successful resolution of cases. Law firms are remunerated based only on their legal knowledge and services. We do employ our legal knowledge on your behalf, but without being able to guarantee every aspect of the outcome. It is the intention of this document to set forth in detail Terms and Conditions of the services that we intend to provide, including the method by which the fees charged for those services will be billed to you, and a forum for resolution of any disputes that may subsequently come to exist. This is a general document; some of the terms might not apply to your case. By retaining us, you agree to these Terms and Conditions.

This document is supplemented by any service agreement or Contract for Legal Services, our Schedule of Representative Minimum Fees and Schedule of Representative Expenses as in effect from time to time (hereinafter collectively sometimes, "Fee Schedule") if this matter is other than a pre-agreed flat fee, and any other agreement or written memorandum of services to be rendered and fee arrangements. Collectively in this document, these agreements and instruments are sometimes called "this Contract."

FEE CALCULATION AND ESTIMATES. The firm's fees are earned and payable as set forth in your Contract for Legal Services or any engagement letter or flat fee agreement. In an attempt to provide you with a more ready means of anticipating and quantifying the cost of services to be received, and to simplify billing and accounting functions, we may have quoted you a flat fee or provided you with our Fee Schedule. Because it is impossible, in more complex, contested, and novel matters, to quantify the amount of time, energy, and knowledge to be expended on a given matter or task, and because the time required by you, the client, cannot be calculated with precision, some items cannot be reduced to a simple flat fee, and you will be billed for hourly fees in addition to the flat fee or instead of a flat fee. Hourly fees are billed in tenth-hour increments with a minimum increment of two-tenths of an hour, and are billed "portal-to-portal" (i.e., from the time we leave our office until the time we return) for work outside our office such as court hearings.

Some "flat fees" are quoted for the entirety of the engagement; for example, the drafting, revision and execution of estate planning documents are usually billed as a flat fee for all services. Some "flat fees" are actually task-based fees for some aspect of the engagement, and may be combined with other flat fees or hourly fees; for example, the drafting and filing of a pleading in a litigation matter might be billed as a flat fee, with consultation or court appearances billed hourly. In addition, most "flat fees" include a certain allocation of consultation, revision or review time, with time over and above that allocation billed hourly; for example, the fee for a simple estate plan might include two hours of consultation and revision, with additional time billed hourly.

In general, the more time expended by a law firm on any matter, and the more technical the matter, requiring the deployment of more highly refined training and knowledge, the higher the bill for services. It is difficult to estimate with any accuracy the time that will be spent on your case; it is impossible to determine in advance the precise total of your fees in this matter. While a flat fee is binding on us except as discussed with you, any **estimate** of fees given to you is based on information you supply to us, and it is our best guess for your benefit and is not to be considered binding. A number of factors affect any estimate of fees including, but not limited to:

1. The number, quantity and extent of telephone calls originated or requested by you, as we bill for the time we spend on all aspects of your case, including speaking to you;
2. The number of parties and the nature of opposing counsel and the opposing party. Some attorneys are congenial and easy to work with by nature. Others are far more adversarial and tend to cause the incurring of additional time and expenses; and
3. Whether novel, unusual or difficult issues of law are involved such as may require extensive review of the law and application of highly developed abilities, and therefore more time and knowledge dedicated to your case.

COSTS AND EXPENSES. In addition to paying attorney's fees, and unless otherwise agreed, you agree to advance or reimburse us for *all costs and expenses* including, but not limited to, the expenses associated with the retention of independent contractors, such as outside counsel, paralegals, court reporters, and private investigators; the cost of computerized legal research, long-distance telephone calls, facsimile transmissions, postage, photocopies, mileage, service of process, court costs, assessed fees, and fines and penalties levied against you that we agree to pay. It is our policy to bill, and you agree to pay, costs and expenses at 125% of the actual amount of any expense, to defray our administrative costs associated with those expenses. All costs and expenses shall be your obligation and shall be itemized on periodic bills and paid on or before the due date of the respective bills.

In some instances our fees include the known costs and expenses; for example, our fee for creation of a corporation or LLC usually includes the filing fees due the Department of Assessments and Taxation. Be sure you inquire as to your responsibility for expenses – unless our Contract for Legal services or engagement letter specifies that fees and expenses are included in a flat fee, they are additional and will be billed to you separately.

You understand that any **estimate** of fees, costs and expenses made by us is not binding, and is only an approximation – you remain responsible for actual fees, costs and expenses as incurred.

You authorize us to make advances, disbursements, and expenditures on your behalf as we deem advisable. We will make reasonable efforts to consult you with regard to substantial unanticipated expenditures, but reserve the right to make payments on your behalf as we deem appropriate to advance your interest. You agree to pay us as and when billed. We may deduct any costs and expenses made on your behalf from any recovery or settlement. Should costs and expenses exceed the amount of recovery or settlement, you will promptly reimburse us. Any retainer paid to us shall, at our sole discretion, be deemed available for payment of these costs. Upon request, you will pay us such sums as are needed to cover necessary anticipated costs and expenses.

Should you not promptly pay such sums, you acknowledge that we retain the option not to advance these costs and expenses for you, that even if you have a retainer account, these sums are held for attorney's fees and not for costs of representation absent agreement to the contrary, that your case might be jeopardized, and that we may withdraw from representation.

You understand that even if the resolution of this matter is ultimately unsuccessful, you remain responsible for payment of all costs and expenses related to your case.

BILLING. If our fee is other than a flat fee, we will provide you with periodic itemized statement for services rendered detailing time expended on your matter and/or flat fees earned, as well as costs and expenses incurred or advanced, fees due, and the balance of the retainer or engagement fee, if any. If we do not hear from you within ten (10) days of the date that the bill is sent to you, the bill shall be deemed final, conclusive and accurate as to the amount due us from you. Bills will be sent by first-class mail or e-mail, as agreed.

DUE DATE OF BILLS. Any amounts billed to you and payable by you under the terms of your contract with us must be received in our office by the later of (a) the last day of the month in which the bill is dated, or (b) fifteen days after the date of the bill. *If payment is not received timely, you agree to pay finance charges in the amount of one-and-one-half percent per month, compounded monthly.*

In the case of an estate plan flat fee matter, the usual arrangement is that one-half of the fee is due at the signing of the contract, and one-half is due at the delivery of draft documents. Within this arrangement, the second half of the fee is payable at the delivery of draft documents, or it will be subject to finance charges as set forth above, which you agree to pay. Any other arrangements must be made in advance.

Fees for estate administration are generally paid when consented to by the Personal Representative and/or Beneficiaries. We might ask for consent to the full fee; to hourly fees as earned; or to task-based flat fees as described above (e.g., a certain amount earned at the filing of estate opening documents, at the filing of the Inventory and at the filing of the Account). Unless otherwise agreed, fees are payable as set forth on the consent, and might be payable incrementally as consented to or as earned in the case of task-based flat fees. If no consent is received, fees are payable upon Court order.

CREDIT CARD PAYMENT: If you have given us a credit card number for payment purposes, you agree that we may bill your card for charges incurred pursuant to our fee agreement. If your fee is a flat fee, we will bill your card as fees are earned. If your fee is an hourly fee, we will bill your card ten (10) days after sending the bill to you, if we have not heard from you to the contrary. We will absorb the merchant charges for payment of earned legal fees; we usually pass on to you any merchant charges for trust account deposits made by credit card.

ATTORNEY LIEN. You grant us a lien for attorney fees and expenses upon any recovery or settlement made, and authorize us to record any such lien if necessary to protect our interest, without further authorization from you, such as by confessed judgment note. You agree that any recovery or settlement shall be made payable to us, for deposit in our Client Trust Account, and hereby authorize any adverse party, insurer, court, or other entity or party to make any disbursements or payments to you payable to our Client Trust Account. You agree that we may withdraw earned fees, costs, and expenses from our Client Trust Account without further authorization from you and before making disbursement to you. You further agree that all documents, whether delivered by you or prepared by us, shall remain in our possession until you have made full payment of your financial obligation. In the event of nonpayment, we will surrender your documents to another attorney or to you only to avoid jeopardizing your legal interests, and retain a lien

on those documents and any future recovery until our fees are fully paid. We retain a copy of all documents created for you or submitted by you or as part of our engagement, and you agree that we may do so regardless of the outcome of representation or the cancellation of our representation.

CANCELLATION OF CONTRACT. You have the absolute right to cancel this contract at any time by providing written notification to us of your intention to do so. We shall be deemed to have received this written notice only if delivery is made by Certified Mail to us or by hand delivery to any member or employee of The Law Firm.

If you engaged us on a flat fee basis, you agree that upon cancellation of this Contract we have earned any flat fees for documents substantially created in full prior to the cancellation. In the case of a task-based flat fee, we shall be deemed to have earned the flat fee for the tasks substantially completed prior to the cancellation. In any other flat fee matter, you agree that upon cancellation we have earned the greater of (a) our hourly fee multiplied by the number of hours and fractions of hours devoted to providing services to you, or (b) such portion of the flat fee as the services actually provided to you bears to the full services to be provided under our agreement with you.

In the event that you discharge us and our fee was not a flat fee, contingent fee or otherwise agreed upon, you agree that the value of our services shall be the total number of hours, and/or fractions thereof, which have been devoted to your case, multiplied by (a) any agreed-upon hourly fee or (b) our then customary hourly fee, as set forth on the Fee Schedule then in effect, which is the normal, customary and usual billing rate in matters such as yours that we elect to handle on an hourly fee basis, plus or in the alternative any flat fees earned for services provided as set forth on the Fee Schedule. You agree, in addition, to pay expenses incurred. In the event of cancellation of an hourly fee engagement, you agree to pay a minimum fee of one (1) hour of consultation. In addition, the fee due us shall include fees for any completed flat-fee items or items whose fees have been otherwise agreed upon.

If you engaged us on a contingent fee and a if settlement, which you ultimately accept in its material terms, has not been communicated to you or to us by the opposing party, you agree to pay fees and expenses as set forth immediately above. If you engaged us on a contingent fee and if a settlement, which you ultimately accept in its material terms, has been communicated to you or to us by the opposing party, you agree that we shall receive our full contingent fee based on that settlement offer.

Upon cancellation and payment of all fees, costs and expenses, we shall promptly refund to you all funds held by us not earned or due us for costs and expenses. You agree that we may hold your funds for a reasonable period until it is certain that all costs and expenses we have paid or agreed to pay on your behalf have been reimbursed us, with the administrative cost set forth above, and that all services we will be required to perform, such as copying of files, Court appearances, pleadings and consultations are finalized and complete.

You understand and agree that if fees already paid or funds held by us at the time of cancellation of our agreement for services are less than the amount earned, plus expenses and costs incurred on your behalf and the administrative cost set forth above, you will receive a bill for the balance of the amount owed. You agree to promptly pay this amount, subject to the terms of your Contract for Legal Services or other memorandum of agreement, these Terms and Conditions of Representation, and the then current Fee Schedule.

TIME AND BILLING. In order to avoid any dispute or disagreement concerning the value of our services, if the fee is an hourly fee, we will keep accurate record of the time we have spent in this matter, recorded to the next highest tenth (0.1) of an hour, e.g. an eight (8) minute telephone call will be billed for two-tenths (0.2) hours. The minimum billable increment is two-tenths of an hour.

Time allocated shall include time for travel, as well as time spent waiting within the court system. You must understand that trials and other court proceedings do not necessarily begin at the time scheduled. When we must sit in a courtroom and wait for your case to be called, we are unable to perform work or render services for others; accordingly, that time shall be billed to you, the client, on whose behalf we are appearing in court.

In addition, if this matter should go to trial, you should understand that the rendering of legal services does not end simply upon the entry of a judgment. Time will continue to be allocated until the judgment is properly docketed and all matters required to be achieved have been accomplished. You should also understand that there may be periods of intense activity concerning your case, such as negotiations, argument of motions, discovery, trial preparation and trial, during which there may be a sudden and substantial increase in time expended on the matter, and thus in your legal fees.

RETAINER AND ADVANCES. You acknowledge that any retainer and all other moneys paid to us as an advance for future billing or expenses will be held in our Client Trust Account, and that interest thereon will be paid to the State Bar Association "Interest On Lawyers' Trust Accounts" fund for its purposes, and not paid to you during the course of our representation of you or in the event of a refund.

INTEREST ON OVERDUE BALANCES. Interest at a rate of one-and-one-half per cent (1.5%) per month, compounded monthly, will accrue on all sums billed to you and payable by you, and not paid by the due date of each bill.

RETURNED CHECKS. You agree that there will be a thirty-five dollar (\$35.00) charge payable to us on any returned checks. You additionally agree to reimburse us for any charges paid or penalties incurred as a proximate result of the dishonor of your check(s). This provision is meant specifically to guarantee reimbursement for all returned check charges which might be incurred by us or by any of our employees as a result of writing a check in reliance on your check. You agree that if any check is returned, we have the right to suspend representation until all funds due us are paid in full and that all future payments will be made by cash, certified check, or money order, as we direct.

COLLECTION. Should we be required to seek legal redress, either by litigation or arbitration, in the collection of attorney's fees, costs, or expenses, you agree to pay the legal fees, costs, and expenses of such action, even if we represent ourselves in such action, and notwithstanding the provisions below regarding responsibility for costs in the paragraph entitled "Dispute Resolution." You agree that the legal fees payable shall be the greater of the number of hours applied to that action multiplied by our highest then hourly rate for such actions undertaken for its clients, or twenty percent (20%) of the amount of the outstanding balance. We reserve the right to reduce the legal fees if efforts at negotiation and settlement are successful, in our own, sole discretion.

DISPUTE RESOLUTION. You agree that if there is a dispute concerning any claim for payment, either amount or propriety, of any amount of our bill or expense incurred on your behalf, or any other matter related to our services, including any claims of malpractice, the dispute shall be resolved by arbitration. ***It should be noted and recognized that the use of arbitration eliminates a valuable right that otherwise would be available to you and to us, namely the right to trial by a jury. Before you agree to our representation, you should carefully consider whether you desire to surrender your right to trial by jury, and access to the court system with regard to these issues.*** If you have any questions as to whether this is in your best interests, we suggest that you seek independent counsel from an attorney outside this Law Firm to consider your rights and privileges in this regard. We have not advised you as to whether this waiver is in your interest, and your agreement to this term of our agreement is of your own volition.

The party seeking arbitration shall notify the other party within a reasonable time after the dispute arises that a demand for arbitration has been made. Within fifteen (15) days after receipt of the written notice of intention to arbitrate, the parties shall agree on the forum for and the rules to be followed in arbitration. If one party does not respond to the demand for arbitration within fifteen days after receipt of the written notice of intention to arbitrate, the other party may select the arbitrator, forum, and rules to be followed, and may proceed without the participation of the other party. If the parties enter into negotiations with regard to these issues and cannot reach an agreement as to an appropriate arbitrator, forum, and rules to be followed, then, in that event, the arbitration shall be conducted by an arbitrator selected by the American Arbitration Association under its rules for commercial arbitration using expedited procedures, and arbitration shall occur in Carroll County, Maryland using a single arbitrator who has a principal place of business in Carroll County, Maryland.

The arbitrator shall have complete authority to determine facts and apply the applicable law as well as to award any damages that are appropriate. The arbitration award shall be made within thirty (30) days of the close of the arbitration hearing. The party which does not prevail shall pay all fees billed and expenses incurred by the arbitrator, unless otherwise ordered by the arbitrator. The party demanding arbitration may receive an award of fees and costs, including attorney's fees, in seeking to enforce the terms of this provision or an award under this provision. Any party not responding to a demand for arbitration or not participating in good faith as determined by the arbitrator shall pay the fees and costs of the other party unless otherwise awarded by the arbitrator. The parties shall be responsible for their own costs incurred with the arbitration, including, but not limited to, their own attorney's fees, expert witness fees, and all costs and expenses related to the arbitration, unless otherwise awarded by the arbitrator. The arbitrator shall be authorized to proceed to make, and the Courts to enforce an award in the amount demanded by the moving party in the absence of the other party if it appears, to the satisfaction of the arbitrator, that the other party failed to respond or to participate in good faith.

Unless otherwise set forth explicitly herein and unless set forth differently in the rules of the arbitration entity, conduct and enforcement of any arbitration commenced under this Contract shall be governed by the provisions of the Annotated Code of Maryland, Courts and Judicial Proceedings Article, Title 3, Subtitle 2, as amended from time to time. Any petition, motion, or other court action with regard to the arbitration or award shall be filed in the Circuit Court for Carroll County, Maryland.

DISCLOSURE OF INFORMATION. You understand that the prosecution of this matter requires disclosure to us of confidential information, and you hereby waive any privilege not to reveal such information. You give us permission to inquire about personal affairs as deemed reasonably necessary in our sole discretion, and you give specific permission to all persons and entities to answer questions by and reveal and provide information to us or any of our agents regarding your situation. Information provided to us shall remain confidential except as we deem necessary to uphold your interests. You agree that the originals of any documents prepared by or provided to us, and our notes and memoranda, shall remain in our files and not delivered to you at the conclusion of representation, with copies of documents (but not internal Law Firm notes and memoranda) provided to you upon request. Our firm Privacy Policy is available on our website.

DISPOSITION OF CASE. We will use our best efforts as a counsellor and advocate for you. However, you acknowledge that we make no representations or promises concerning the outcome of your case.

BASIS OF COUNSEL: Our counsel to you and the documents and other services and information we provide can only be based on what you have revealed to us. By accepting our services, you agree that we are only responsible for information you have provided to us, and have no duty to investigate or audit any statements you have made or documents supplied. We can only represent you effectively if you are completely honest with us. You agree that all information provided to us shall be complete, truthful and accurate, to the best of your knowledge, information and belief, and that you will not attempt to utilize our services to perpetrate a fraud on any party or the Court.

WAIVER OF NOTIFICATION. By accepting our services, you waive any right that you might have to be notified of matters brought to us by any individual or party related to you, should that matter be implicated by any action that we undertake on your behalf. This is not a waiver of any conflict of interest, but a waiver of any obligation that we might have to disclose to you personal matters that are or have been brought to us by someone whom your matter might implicate that we believe need not be disclosed to you for our representation of you to be effective.

USE OF ELECTRONIC COMMUNICATION METHODS. By accepting our services, you authorize the use of electronic communication methods, including fax and **unencrypted** e-mail and text messaging. While we will use all measures to insure that your confidential matters are not disclosed to anyone, you understand that these methods are not as confidential as the U.S. mail. There is the possibility of inadvertent interception or misdelivery, as is possible with any delivery system, including the U.S. mail. You agree to accept the risk of unintended miscommunication, provided we have used due diligence in our transmission. Because of the ease of use and the rapidity of communication, our clients generally believe it to be in their best interest to communicate in that fashion and we are therefore authorized to communicate with you, even with confidential communications, by email.

While we will make every effort to be sure our website, documents and other email transmissions are free of viruses and other potentially damaging objects and code, by accepting our services you accept the risk of unintentional infection or other problems, and agree that the sole responsibility for virus protection and related matters on the processor and other parts of your computer rests with you, alone.

Further, it is our policy to use only fully licensed software. It is your responsibility to be sure that your software is fully licensed. Although we might send documents in a variety of formats, including text or Microsoft® Word™, we generally send documents and bills as Adobe® Acrobat™ documents, which require Acrobat® Reader to open the file; you may download the Reader for free from get.adobe.com/reader.

You agree not to “text” us substantial communications of a legal nature. You agree not to email or “text” us time-sensitive information without also calling us to notify us that you have done so and, if necessary, leaving a voicemail message. You understand that, while we make every reasonable effort to remain in contact with you, there will be times that we are not able to access electronic communications on a consistent basis, through no fault of ours.

SOCIAL MEDIA. Many of our clients are active in the realm of social media, such as Facebook, LinkedIn and Twitter, and many of our clients have “blogs.” If you reveal facts about the matter for which you have retained us, or about our representation of you, you have waived the attorney-client privilege, and those social media posts can be introduced in Court by anyone seeking to contest the matter for which you have retained us. While we enjoy recommendations and referrals from our clients, we counsel you to be very careful in your social media posts concerning our representation of you, and not to reveal confidential matters or other things you would not want made entirely public.

OUTSIDE COUNSEL. Outside Counsel may be employed at our discretion. You agree to pay the fees and expenses of Outside Counsel as an expense incurred on your behalf or as a portion of the legal fees, as agreed elsewhere in writing.

ATTORNEY RIGHT OF WITHDRAWAL. You acknowledge that we have the right to withdraw for just cause, as stated in The Maryland Lawyers' Rules of Professional Conduct and The Virginia Code of Professional Responsibility, or either of them, which provisions are made a part of and incorporated herein by reference, or for no cause if such withdrawal can be accomplished without prejudicing your cause. You agree to sign and agree to a "Substitution of Attorney" or "Motion to Strike" in the event of such withdrawal. You acknowledge that we might not appear in court or perform further services for you if we have withdrawn from representing you. In such event, you agree to make payment as set forth in the paragraph entitled "Cancellation of Contract."

LIMITATION OF ENGAGEMENT. This contract applies only to the matter that is specifically contained in your Contract for Legal Services or other agreement for services. We are not responsible to handle any other case or matter, and if you desire that it do so, the terms and conditions of our retention must be separately agreed upon, and in writing. This provision is meant to include, but is not limited to, seeking an appeal and enforcing a judgment. Absent such agreement, you understand we are under no obligation to note or perfect an appeal, enforce judgment, or perform any other service on your behalf.

CONSTRUCTION: Paragraph headings in this document, your Contract for Legal Services or other agreement for services, and the Fee Schedule are for convenience only, and are not to be relied upon in interpretation of its terms. Unless the context clearly requires otherwise, the masculine includes all other genders, and the singular the plural, and vice versa. This Contract or any part thereof might consist of duplicated forms or might be executed in duplicate originals, but it is specifically agreed that no court of competent jurisdiction, arbitrator, or any other entity shall inquire as to the existence, terms, or location of any original or duplicate original, nor shall any original or duplicate original be required to be presented for any court or other entity to determine the rights and obligations of the parties, or fashion a remedy pursuant to this Contract.

These Terms and Conditions of Representation, the Fee Schedule (if provided), and any written retainer letter or Contract for Legal Services or other agreement for services, with any addenda or amendments thereto, together contain the entire agreement between you and us, and shall be construed as a single Contract. This Contract shall not be modified or amended except by a writing signed by all of the parties. This Contract shall be binding upon the parties and their respective heirs, executors, representatives, assigns, and successors. This Contract shall be construed under the laws of the State of Maryland. The courts of the State of Maryland for Carroll County, Maryland shall be the forum for any dispute hereunder, and you agree to the jurisdiction of those courts. If any part of this Contract shall be considered by a court of appropriate jurisdiction or an arbitrator to be invalid, null or void, the Contract shall be construed as if the offensive provision had never been included within it and shall nonetheless be binding in all other respects.
