

Terms of Engagement for all Matters

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TERMS OF ENGAGEMENT

This memorandum sets forth this law firm's standard terms of engagement for providing legal services. These terms constitute an integral part of our agreement with you.

It is important to us that you are fully satisfied with our services. Experience has shown that an essential ingredient of client satisfaction is a clear understanding of the terms of our arrangement. Please review this memorandum carefully and retain it for your files. This document supplements any engagement letter relating to your matter. In the event of a conflict between this memorandum and the engagement letter, the engagement letter will govern. If you have any questions after reviewing this memorandum, please contact us promptly.

Who Will Provide the Legal Services?

In most cases, one attorney will serve as your principal contact, and it is our hope that you have complete confidence in that attorney. Occasionally, your principal attorney may delegate certain tasks to other attorneys, staff members, or legal assistants within the firm. This delegation may occur to leverage special knowledge or experience, or to provide efficient and timely service.

Communications with Attorneys & Reasonable Expectations

Clients must clearly understand that attorneys are **not immediately available on demand**. Attorneys will not respond instantaneously to unscheduled calls, emails, or communications. Due to demanding schedules, extensive caseloads, court commitments, and the inherent demands of legal practice, our attorneys will not be able to consistently provide same-day responses or attend to matters without proper notice.

To effectively communicate with our attorneys, **clients are required to schedule appointments in advance**. Only in circumstances of genuine urgency should clients email the attorney directly **and** clearly inform our receptionist or a staff member that immediate assistance is required. In such urgent situations, the firm may assist by promptly assigning another available attorney.

Repeated disregard of these communication expectations or insistence upon immediate attorney availability will result in termination of representation. We appreciate your cooperation and compliance in adhering strictly to these boundaries.

ZERO TOLERANCE FOR HIGH MAINTENANCE CLIENTS

If you anticipate requiring constant attention or frequent repetitive communications, please **do not** execute any engagement letter until you have thoroughly discussed your needs with your attorney. We strive to meet reasonable expectations, but our attorneys and staff cannot dedicate unreasonable amounts of time to any single matter to the detriment of other clients. Unless otherwise agreed upon in writing, you will be billed for each interaction, communication, and activity by the firm.

Our firm maintains a steadfast commitment to professionalism and excellence in client service. While we prioritize our clients' needs with utmost dedication, we have zero tolerance for expectations or behavior that disregards the need to maintain reasonable boundaries that protect our attorneys' and staff members' work-life balance. Our attorneys frequently manage numerous client and third-party interactions, each

involving unique needs and demands. We firmly believe in upholding the highest standards of legal practice, including respecting necessary boundaries for our team's well-being. Our staff are dedicated to providing exemplary service, but not at the expense of their personal and professional equilibrium. We appreciate your understanding and cooperation in fostering a mutually respectful partnership.

After Hours Surcharges

Any activities or communications (including text messages, phone calls, emails, or other engagements) conducted outside of regular business hours (Monday through Friday, 8:30 AM – 5:00 PM) will incur an additional surcharge equal to 50% (fifty percent) of the attorney's or staff member's standard hourly rate. For fixed-fee engagements, this surcharge is supplementary to the agreed-upon fixed fee.

Illustrative Example:

If your attorney's normal hourly rate is \$460 per hour, after-hours engagements will be billed at the attorney's normal rate (\$460) plus a 50% surcharge (\$230), resulting in a total after-hours hourly rate of \$690.

For the most current hourly rates, please visit our website (<https://bolandlawgroup.com/rates/>) or contact our office directly.

After-hours surcharges are implemented to account for the additional demands placed on our attorneys and staff outside of regular business hours. It's important to understand that such activities encroach upon their personal time, affecting their ability to spend time with family and impacting their overall quality of life. We believe in maintaining a healthy work-life balance for our team members and strive to minimize after-hours work whenever possible. Your understanding and cooperation in respecting our team's personal time are greatly appreciated.

Expedited Requests Surcharges

Our law firm prioritizes private client service, which demands extraordinary customer care, advanced knowledge, and extensive connections within the community to provide a superior client experience. Given our commitment to exceptional service, it is common for our firm and attorneys to encounter emergencies, last-minute real estate closings, urgent business deals, client incapacity, or even the unfortunate event of a client's death. These high-stakes situations often involve influential families, leading to heightened complexity and urgency.

While we recognize the necessity of promptly addressing such urgent matters, it's important to understand that unscheduled requests significantly impact our firm. These demands create additional stress on our team and may negatively affect other clients, as we may be required to reallocate resources from their matters to address urgent needs. To accommodate these expedited requests, additional surcharges and fees will absolutely apply, reflecting the increased resources required. We appreciate your understanding and cooperation as we navigate these challenges together.

Start Time	Hourly Matters	Minimum
Within 1 Day	Normal hourly rate plus 200% surcharge	\$20,000 minimum expedite fee
Within 2 Days	Normal hourly rate plus 150% surcharge	\$12,000 minimum expedite fee
Within 3 Days	Normal hourly rate plus 100% surcharge	\$10,000 minimum expedite fee
Within 7 Days	Normal hourly rate plus 50% surcharge	\$7,000 minimum expedite fee
Within 14 Days	Normal hourly rate plus 10% surcharge	\$5,000 minimum expedite fee

Start Time	Fixed Fee Matters	Minimum
Within 1 Day	Normal fixed fee plus 200% surcharge	\$20,000 minimum expedite fee
Within 2 Days	Normal fixed fee plus 150% surcharge	\$12,000 minimum expedite fee
Within 3 Days	Normal fixed fee plus 100% surcharge	\$10,000 minimum expedite fee
Within 7 Days	Normal fixed fee plus 50% surcharge	\$7,000 minimum expedite fee
Within 14 Days	Normal fixed fee plus 10% surcharge	\$5,000 minimum expedite fee

For fixed-fee matters, expedited handling is subject to an expedite surcharge calculated as a percentage of the agreed fixed fee, subject to the applicable minimum expedite fee stated above, whichever is greater. The expedite surcharge is in addition to the fixed fee, costs, retainers, deposits, third-party expenses, after-hours charges, and any hourly charges for services outside the fixed-fee scope. Because fixed fees are priced based on ordinary scheduling, ordinary staffing, ordinary workflow, and non-expedited completion, any request requiring the firm to begin, prioritize, schedule, revise, coordinate, appear, file, respond, or otherwise act on an expedited basis materially changes the economics and assumptions of the engagement. The expedite surcharge compensates the firm for priority access, calendar displacement, opportunity cost, resource reallocation, compression of professional review time, and disruption to other client matters. The expedite surcharge is earned upon the firm's approval and commencement of expedited handling and is not refundable based on later cancellation, delay, withdrawal, change in client objectives, inability to complete the requested work, or the firm's determination that the requested timeline is impracticable. Payment of an expedite surcharge does not guarantee completion by any specific date, does not require the firm to accept or continue an expedited request, does not expand the scope of the engagement, and does not alter the client's responsibility to timely provide all information, documents, approvals, signatures, funds, and third-party cooperation necessary for the requested work.

Clients requesting expedited services are subject to both the percentage-based surcharge and the corresponding minimum expedite fee. In this context, "start" refers to how soon the attorney will begin work on the matter—not the duration of time required to complete the matter. These expedited fees are in addition to any standard fees otherwise incurred. To avoid the above-described surcharges, all requests for new work or additional activities on an existing file must be submitted to our firm at least fourteen (14) calendar days in advance and in writing.

The minimum expedite fee reflects the significant opportunity cost, substantial disruption, and strain placed upon our firm when resources must be urgently and unexpectedly reallocated. Such expedited requests logically occur at the detriment of other clients, potentially jeopardizing those relationships and risking termination by impacted clients due to delays or disruptions in their matters.

Please note that not all expedited requests can be accommodated. All such requests must be vetted by the attorney in advance, submitted in writing, and approved by the firm. Additionally, all fixed fees and estimated costs must be fully paid in advance before expedited work begins.

Cancellation Policy & Cancellation Fees

We understand that schedules frequently change. However, you acknowledge that our attorneys and staff maintain advanced scheduling and base their commitments around existing obligations. Please provide at least seventy-two (72) hours' advance notice when canceling meetings, signings, or other scheduled events.

Cancellations without sufficient notice are subject to a charge equal to a minimum of one hour at the attorney's or staff member's hourly rate, in addition to any costs incurred in preparing for the scheduled event. Notwithstanding, attorneys and staff reserve the right to charge their hourly rate for the entire duration of the scheduled meeting or event.

Our Services to You

In the engagement letter accompanying this memorandum, we specify the matter for which we will represent you. It is essential that you clearly understand the scope of the legal services we will provide. If at any point you have questions regarding the scope of our representation, please contact our firm immediately.

We will always represent you diligently and to the best of our professional ability. When offering guidance or expressing an opinion regarding potential outcomes, we rely upon our best professional judgment, past experiences, established best practices, and careful consideration of all known factors at that time. However, we ***cannot and do not guarantee*** specific outcomes or results. All expressions, opinions, or projections concerning your matter's potential outcomes are inherently limited by our knowledge of the facts, the state of the law as it exists at the time expressed, and unforeseen or uncontrollable factors or circumstances.

Moreover, the interpretation and application of laws evolve due to changes in political environments, societal perspectives, and judicial interpretations. Many laws or legal provisions have not been fully tested, clarified, or definitively interpreted by appellate courts, supreme courts, or other authoritative judicial entities. Additionally, outcomes may be influenced by the specific facts and circumstances involved, the perceived credibility or appearance of the parties, and the actions or inactions of those parties.

Additionally, it is important to recognize that non-litigation legal services, such as document drafting, contract preparation, estate planning, business formation, and transactional matters, are inherently subject to uncertainty due to changes in applicable laws, regulations, and governmental or administrative policies. The effectiveness of documents or transactional structures may be impacted by subsequent legal, regulatory, or judicial changes, including evolving interpretations by regulatory authorities or courts, as well as changes in tax policy or enforcement trends. Furthermore, documents and plans drafted today might not fully address or accommodate future scenarios, technological developments, market conditions, or shifts in personal

circumstances. For these reasons, we recommend periodic reviews of previously drafted documents and non-litigation services to ensure they remain aligned with current laws, regulations, best practices, and your evolving objectives.

Further, the effectiveness and accuracy of our advice depend substantially on your cooperation, candor, completeness, and timeliness in providing relevant information. Legal outcomes are also subject to third-party factors outside our control, including actions or decisions by opposing parties, government agencies, court schedules, procedural delays, and other unforeseen circumstances. Our guidance is subject to revision if new facts emerge, circumstances materially change, or if previously undisclosed or unknown information is discovered.

You acknowledge and accept that uncertainty and risk are inherent in the practice of law, and that no law firm can foresee or control every variable or eventuality.

Who Is Our Client?

It is our policy to represent **only** the individual or entity explicitly identified in the engagement letter. Unless specifically stated in the engagement letter, our representation of you does not extend to your affiliates.

For example, if you are a corporation or partnership, our representation does not automatically include any parent entities, subsidiaries, employees, officers, directors, shareholders, partners, or commonly owned entities. Similarly, if you are a trade association, our representation does not extend to the individual members of the association.

Accordingly, we reserve the right to represent other clients whose interests may be adverse to any affiliate or related entity unless we have explicitly agreed otherwise in writing.

If you are uncertain about who exactly constitutes “the client” based upon the engagement letter, or if no formal engagement letter has been executed but legal services are being provided, please contact us immediately so we can clarify this point, confirm the identity of the client, and ensure that we are meeting your expectations. Regardless of whether a written engagement letter exists, these Terms of Engagement apply to all legal services we provide.

Limitation of Liability, Indemnification, and Third-Party Claims

You expressly acknowledge and agree that our representation and obligations extend solely to the individual or entity specifically identified as “the Client” in our written engagement letter, or, in the absence of such written engagement letter, the individual or entity actually receiving our legal services. No third party or other person or entity shall be considered a client of our firm or have any rights or claims arising from our representation of you.

You further acknowledge that our representation may include ongoing or supplemental legal services not specifically addressed by an initial written engagement letter. In such cases, you agree that these Terms of Engagement fully apply to all services, advice, or representation provided by our firm, regardless of whether those services were specifically identified in a written engagement letter or were provided pursuant to an ongoing attorney-client relationship or subsequent oral or implied agreements.

In recognition of the foregoing, you expressly agree, on behalf of yourself and your estate, successors, assigns, agents, fiduciaries, and representatives, to fully indemnify, defend, and hold harmless our law firm, its attorneys, and staff from and against any and all claims, demands, causes of action, suits, liabilities, damages, losses, judgments, expenses (including reasonable attorneys' fees and costs), threats of litigation, pre-litigation demands, or any other obligations whatsoever asserted by third parties arising out of, related to, or resulting from our legal services or representation provided to you, regardless of whether such claims or threats are ultimately found to be without merit or are dismissed before litigation commences.

This indemnification and hold-harmless obligation specifically includes, but is not limited to, claims or threats of claims based upon:

- Alleged negligence, gross negligence, intentional acts or omissions, breach of fiduciary duty, breach of contract, misrepresentation, fraud, violation of ethical standards, malpractice, or any other legal theory asserted by any third party who was not specifically identified as a client in our engagement letter.
- Any ethics complaints, grievances, disciplinary actions, investigations, bar-related inquiries or hearings, regulatory proceedings, or similar matters initiated by any third party or regulatory authority arising out of or connected in any way to our representation of you, including circumstances involving claims or allegations of intentional misconduct or violations of professional standards.

You further expressly agree to promptly reimburse our firm for all costs, expenses, and reasonable attorneys' fees incurred in responding to, defending against, or otherwise handling any such claims, demands, threats of litigation, ethics complaints, disciplinary proceedings, bar-related inquiries or hearings, regulatory actions, or related matters, regardless of whether formal litigation or administrative action is ultimately pursued.

Additionally, you acknowledge and expressly waive, on behalf of yourself and all successors, heirs, assigns, agents, fiduciaries, and representatives, any right, expectation, or intention that third parties may have or assert to rely upon, enforce, or otherwise benefit from our representation or work product.

This indemnification, hold-harmless provision, waiver of third-party claims, and obligation to reimburse expenses related to threats, pre-litigation activities, disciplinary matters, or bar-related proceedings shall survive termination of our attorney-client relationship and remain fully enforceable indefinitely.

Engagement Letter Expiration

If you fail to properly execute or notify our office of your acceptance of the proposed engagement, in writing, then the unaccepted engagement letter will expire. Any offer of our services to assist you in your legal matter will expire at the earlier of our notice to you or 30 (thirty) days from the date of the engagement letter.

Disclosure

Legal representation is an important and highly personal matter. Effective representation requires that you fully disclose to us sensitive information concerning your personal circumstances, family relationships, financial affairs, and related matters that you may regard as highly confidential. You explicitly acknowledge that withholding relevant information or failing to promptly provide complete and accurate information can negatively impact our ability to provide proper and effective legal advice.

You agree and affirm that absolute candor and full disclosure are mandatory conditions of our representation. You are solely responsible for providing all factual information and materials necessary for us to perform our services. You further acknowledge that certain decisions required during your representation involve personal judgment on your part, and you accept sole responsibility for such decisions, including those involving non-legal determinations.

You expressly agree to promptly notify the firm, in writing, of any material changes to your personal or legal circumstances, financial status, business structure, ownership, or contact information that may affect our representation of you. Failure to promptly notify the firm of any such changes relieves the firm from any liability or responsibility for adverse consequences resulting from your non-disclosure, delayed disclosure, or incomplete disclosure of such changes.

By engaging our firm, or by otherwise receiving legal advice or services from us, you explicitly agree to these terms regarding your disclosure obligations and acknowledge the potential consequences of non-compliance.

Duty to Keep Us Informed

It is imperative that you inform us of any changes to your situation during the course of any engagement with our firm, including any changes in contact information. We highly encourage you to keep us informed of your contact information even after the completion of any matter. You assume sole responsibility for ensuring the accuracy, completeness, and timely delivery of all information, documents, and materials provided to our firm. The firm will not be liable for adverse consequences resulting from inaccurate, incomplete, delayed, or misleading information provided by you.

Conflicts of Interest

Increasingly, conflict of interest is an issue for lawyers and their clients today. We attempt to identify actual and potential conflicts at the outset of any engagement and may request that you sign a conflict waiver before we accept an engagement from you. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less aggressively; rather, that we take our professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all our affected clients.

For example, it is common for spouses to employ the same lawyer to assist them in planning their estates. This may be the case if you have asked the firm to represent both of you in your planning. It is important that you understand that because we will be representing both of you, you are considered our client, collectively. Accordingly, matters

that one of you might discuss with our firm may be disclosed to the other of you. Ethical considerations prohibit us from agreeing with either of you to withhold information from the other. In this representation, we will not give legal advice to either of you or make any changes in any of your estate planning documents without your mutual knowledge and consent.

Of course, anything either of you discusses with the firm is privileged from disclosure to third parties.

If a conflict of interest arises between you during the course of your planning, or if the two of you have a difference of opinion, we can point out the pros and cons of your respective positions or differing opinions. However, ethical considerations prohibit us, as the lawyer for both of you, from advocating one of your positions over the other. Furthermore, we would not be able to advocate one of your positions versus the other if there is a dispute at any time as to your respective property rights or interests, or as to other legal issues between you. If actual conflicts of interest arise between you of such a nature that in our judgment it is impossible for us to perform our ethical obligations to both of you, it would become necessary for us to withdraw as your joint lawyer.

Unfortunately, conflicts of interest may arise or become evident after representation begins. If this occurs, you explicitly acknowledge and agree that our firm may, at its sole discretion, immediately withdraw from representation. You further acknowledge your continuing obligation to promptly pay all fees, costs, or charges incurred by the firm prior to withdrawal or termination resulting from a conflict.

In the event our firm represents multiple clients simultaneously in joint representation scenarios—such as spouses, business partners, family members, or associates—you explicitly acknowledge and agree that:

- Information disclosed by any one joint client will not be withheld from other jointly represented clients. No expectation of confidentiality between jointly represented clients exists with respect to the attorney-client communications or disclosures.
- If actual or potential conflicts arise among jointly represented clients, our firm may explain the implications of each party's positions, but will be prohibited from advocating for one joint client over another. You agree our firm is under no obligation to attempt to mediate or resolve such conflicts.
- Should an irreconcilable conflict arise, our firm reserves the immediate right to withdraw from representing all jointly represented clients, at our sole discretion, without further notice or obligation. Clients are responsible for all fees and costs incurred prior to and resulting from such withdrawal.
- You explicitly acknowledge having been advised to seek independent legal counsel prior to consenting to any joint representation or conflict waiver. By engaging our firm, you voluntarily waive any claim or allegation arising from your decision not to obtain such independent counsel.

You acknowledge that your agreement to these terms is material and integral to our willingness and ability to provide representation. Your engagement of our firm constitutes your full acceptance of these conditions regarding conflicts of interest.

Payment of Fee by 3rd Party

In *any* representation where someone else is paying the legal fees for a client, there may be regular contact with that third party (family member, friend, etc.). To assist in representation, specify who is and who is not a client. Ethical Rule 1.8(f) requires that whenever someone other than the client is paying the legal fees, the attorney's independent professional judgment cannot be affected by the payor, and that no confidential information about the representation will be conveyed to the payor without the client's consent.

How We Set Our Fees

The basis for determining our fee for legal services is set forth in the engagement letter itself. If you are unclear about the basis for determining your fee, please contact the person responsible for your representation.

Several factors play a role in how we set fees for our legal services. We generally consider the following factors:

- The time and effort required to complete the matter, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly
- The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer
- The billing rates of the professionals assigned to the matter which are subject to change from time to time
- The amount of money or value of property involved
- Time constraints imposed by circumstances (*e.g.*, external constraints or any substantial disruption of other office business) or by you
- The nature of our professional relationship with you
- The experience, reputation, and ability of the lawyer or lawyers performing the services of the lawyers who perform services for you
- The educational background, and their completion of applicable degrees (LL.M., M.B.A., or Business/Accounting Related Undergraduate), of the lawyer or lawyers performing the services of the lawyers who perform services for you
- The extent to which office procedures and systems have produced a high-quality product efficiently
- The degree of risk assumed by the lawyer

Other Charges

As an adjunct to providing legal services, we may incur and pay various charges on your behalf or bill for certain ancillary support services. These charges typically include, but are not limited to: long-distance telephone calls; messenger, courier, and express delivery services; facsimile and electronic communications; document printing and reproduction; filing fees; depositions and transcripts; witness fees; travel expenses; and fees from outside experts or consultants.

For substantial charges (such as fees for outside consultants, expert witnesses, and court reporters), our policy is that these outside providers bill you directly. Due to our ongoing professional relationships with these providers, we require that you promptly pay such bills directly and notify us once payment has been made. For external or internal charges incurred by our firm on your behalf, you agree to pay promptly upon receipt of our invoice.

Should you maintain funds in trust or as prepaid costs (such as filing fees or service charges), you explicitly authorize the firm, without further notice or approval, to immediately withdraw and apply those funds toward any costs, expenses, or fees incurred during your representation, at the firm's sole discretion. An account statement reflecting these transactions will be provided monthly.

We will retain copies of documents generated or received during your representation. Original documents will be returned to you promptly after copies are made. You should retain all original documents and any copies provided by our firm, as we do not permanently retain documents or files generated during your representation. Requests for document reproduction or transmission—regardless of format or method—may incur charges determined solely at the firm's discretion, including administrative, professional, and reproduction fees. Such charges will be invoiced directly without prior notice or approval.

Our firm may provide estimates for anticipated charges or fees for certain services (e.g., courier costs, filing fees, recording fees, mailing services). These estimates are provided solely for your convenience, are approximate, and may differ from the actual charges ultimately incurred. If the actual cost is less than the estimated amount, you expressly acknowledge and agree that the firm will not refund the difference. Conversely, if the actual cost exceeds the estimated amount by less than \$50, the firm, at its sole discretion, will not bill you for the additional amount. If the actual cost exceeds the estimate by \$50 or more, you will be invoiced and agree to pay the full difference upon receipt of the invoice.

Due to billing system constraints, all billing amounts will be rounded up to the nearest cent.

In addition, by engaging our firm, you acknowledge and agree to the following terms designed to protect the firm's interests:

- **Automatic Approval of Expenses:**

- You authorize our firm, at our sole discretion, to incur any expenses deemed necessary for your matter without prior notice or specific approval from you.

- **Limited Period to Dispute Charges:**

- All invoiced charges shall be considered accurate, final, and accepted by you unless disputed in writing within 15 calendar days from the date of the invoice. Failure to timely dispute charges constitutes your permanent waiver of objections to such charges.

- **Electronic Payment Processing Fees:**

- All fees or costs incurred by the firm for processing electronic payments, credit cards, or similar transactions shall be automatically added to your invoice without prior notification.
- **Returned Payment Penalties & Consequences:**
 - Any returned checks or declined electronic payments will incur an administrative fee of \$100 per occurrence. The firm reserves the right to immediately suspend or terminate all services upon such occurrence until full payment, including penalties, is satisfied.
- **Document Requests and Copying Fees:**
 - All requests for documents, files, or records may incur charges determined solely at the firm's discretion, including administrative, professional, and reproduction fees. Such charges will be invoiced directly to you without prior notice or approval.
- **Third-Party Subpoena and Record Request Costs:**
 - You expressly agree to fully reimburse and indemnify the firm, without limitation, for any and all expenses, professional fees, costs, or liabilities incurred in connection with responding to or complying with subpoenas, records requests, or other third-party demands related to your representation, regardless of whether such demands result in formal legal proceedings. This obligation supplements and further clarifies your indemnification and reimbursement obligations stated elsewhere in these Terms of Engagement.

These terms are explicitly designed to protect the firm's resources, ensure administrative efficiency, and clearly define your financial responsibilities and obligations.

Advanced Fee Deposits, Retainers and Trust Deposits

All fixed fees are earned up receipt are not refundable unless indicated by the engagement letter.

You may be asked to deposit an advanced fee deposit or a retainer with us. This deposit will be credited toward your legal fees and expenses on either a bi-monthly and/or daily basis, unless we agree to a different arrangement. When our attorney-client relationship on this matter ends, or if the deposit becomes unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. Retainer amounts must be replenished upon request to at least their original amount if there is work to be completed after an invoice is sent out. If the retainer deposit proves insufficient to cover current expenses and fees on a regular basis, we will ask you to increase it.

Occasionally, clients arrange for us to disburse funds for specific items. If we have such an agreement with you, we will keep you informed on the amounts applied or withdrawn.

Any trust deposits we receive from you will be placed in a client trust fund for your benefit. Any deposits will not be entitled to interest on the deposit. Any trust deposits left over from a different matter may be applied to any outstanding balances or moved over for any remaining matters. Remaining funds in your IOLTA Trust Account may be held until the end of the year, or longer, to account for any expenses incurred for your matter during the year. You agree to notify us in writing of the request of any remaining funds, otherwise we will roll it forward to your general matter file.

Funds remaining in your IOLTA trust account after the conclusion of our engagement may be retained and applied at our normal hourly rates toward any and all subsequent activities arising from your matter or relationship with our firm. This explicitly includes, but is not limited to, file review, responding to your

communications or requests, file maintenance, archiving, digital or physical storage of documents and records, administrative activities, and any other incidental tasks related to or arising from your matter. You expressly authorize the firm to utilize any remaining trust account balance for these purposes, and agree such amounts are fully earned upon performance of such activities.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis—typically monthly—for all fees and related charges. You agree to promptly pay upon receipt of our invoice. We will notify you if your account becomes delinquent, and you agree to immediately bring your account and/or retainer deposit current upon receiving such notice.

If your account remains unpaid for more than thirty (30) calendar days from the invoice date, you acknowledge and agree that **all work and representation on your matter will cease immediately without further notice until full payment is received.** You agree it is your sole responsibility to ensure timely payment to avoid interruptions in our services.

Should delinquency continue and satisfactory payment arrangements are not promptly made, you acknowledge that, as permitted by the rules regulating our profession, we will withdraw from representation and may pursue collection efforts regarding your account. Further, you authorize us to use any advanced fee deposits from other matters you have with our firm to offset outstanding balances owed on delinquent matters.

You further acknowledge that occasional delays in billing may occur. A delay in issuing an invoice does not relieve you of your responsibility for payment or affect your obligation to timely pay the invoice once received. You explicitly acknowledge that the billing date may not closely coincide with the date the legal services were provided, and you expressly agree to promptly pay all charges reflected on the invoice, regardless of any delays in invoicing.

Default and Late Payments

We will consider your account to be in default if:

- You fail to pay the full balance of any invoice when due;
- You fail to comply with any provision of our Engagement Letter, these Terms of Engagement, other agreements, or instructions provided by our firm;
- We reasonably believe you may be unwilling or unable to make timely payments;
- We become aware of information indicating a material adverse change in your financial or business situation;
- You file, or become the subject of, any voluntary or involuntary bankruptcy, receivership, reorganization, liquidation, dissolution, or insolvency proceeding;
- You sell, cease operations, liquidate, or otherwise discontinue your business activities; or
- You become incapacitated or deceased.

If your account is in default, we reserve the right, at our sole discretion, to immediately discontinue all work and representation, close your account without notice, retain any files, documents, or work product until full payment is received, and demand immediate payment of any and all unpaid balances. We further reserve the right to commence collection actions without additional notice.

To the fullest extent permitted by law, if your account is placed into collections due to nonpayment or default, you agree to promptly pay and reimburse all associated collection costs, attorney's fees, court costs, and any other expenses incurred by our firm in enforcing our rights under this agreement.

Additionally, you expressly agree that:

- Late payments shall accrue interest at a rate of 1.5% per month (18% per annum), or the maximum interest rate allowed by law, whichever is less.
- We reserve the right to report unpaid balances or defaults to credit bureaus or similar reporting agencies.
- We may apply or offset any advanced fees, trust account funds, retainers, or other payments you have made in relation to any matters toward any delinquent or outstanding balances owed.
- Any delay or failure by our firm to promptly enforce these rights or remedies shall not constitute a waiver or relinquishment of any rights or remedies available to the firm under this agreement or applicable law.

This provision shall survive indefinitely following the conclusion of our representation.

Security Agreement

As collateral security for the payment of any and all of your obligations owed to us, by using our services you grant us a security interest in, lien upon and right of setoff against all monies, deposits, including Trust Deposits, balances, securities or other property or interest therein of yours, now or at any time hereafter held or received by or for or left in our possession or control, whether for deposit, safekeeping, custody, transmission, collection, pledge or for any other different purpose, without demand or notice except as otherwise prohibited by law.

Legal Audits

We look to our clients for timely payment of the services we bill and the charges we incur. From time-to-time, we assist clients in pursuing third parties for recovery of attorneys' fees and charges are usually conservative. In part, this conservative trend reflects the difference between a retrospective evaluation of the minimum services necessary to achieve a known result and the attorney's judgment at the time the service is performed of what is desirable and appropriate to work towards our client's goals. We believe that carefully defining the goals of our legal representation with the client at the onset and then working closely with the client to assure that the services provided are appropriate to attaining those goals keep the attorneys' fees and charges at the proper level. We also believe that by retaining our firm, you have asked us to use our judgment as to what services are necessary to work toward attaining your goals.

Accordingly, all time and expenses we incur in dealing with or responding to third-parties' inquiry into our billing for a matter, including prosecuting fee petitions, responding to insurers or subpoenas from opposing counsel, responding to legal audits, or handling any similar or other billing inquiries, are the responsibility of the client whose representation generated the time and expenses.

Fee Sharing & Marketing Expenses

In compliance with the Arizona Rules of Professional Conduct (as amended effective January 1, 2021), our firm may engage in referral fee splitting arrangements with attorneys outside our firm, provided the total fee charged to the client remains reasonable under ER 1.5(a), and the division of fees either reflects proportional services or assumes joint responsibility as permitted by applicable ethical rules. Additionally, our firm may pay referral fees, marketing fees, or other similar compensation to non-lawyer entities or individuals for generating or facilitating client engagements, as allowed under current Arizona ethical standards. Such payments shall always strive to conform to applicable ethical guidelines without compromising the professional judgment, independence, or confidentiality obligations of the firm or its attorneys. However, because recent changes to Arizona's ethical rules regarding these practices are new and evolving, you expressly acknowledge that the firm's implementation and interpretation of such rules may involve a learning curve, and absolute compliance with evolving standards cannot be guaranteed. You further acknowledge and authorize the firm, at its sole discretion, to disclose to referral sources or marketers relevant information concerning your engagement, including your name, general description of services provided, and fee information necessary to facilitate payment arrangements, subject to limitations under applicable law or ethical rules. The firm maintains sole discretion regarding the creation, modification, or termination of any referral or marketing fee agreements.

All fee-sharing or referral arrangements, whether with attorneys or non-lawyers, shall not increase the total fees charged to clients beyond what would otherwise be reasonable. No affirmative disclosure, notice, or client consent beyond that specifically required by Arizona ethical rules will be provided. By engaging our firm, you explicitly acknowledge, consent to, and agree to these provisions governing referral fees, fee splitting, marketing expense arrangements, and related disclosures.

Continuing Advice

You are engaging our firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in laws or regulations that are applicable to you that could have an impact upon your future rights and liabilities. Unless you continue to engage us to provide additional advice, our firm will assume that it has no continuing obligation to advise you with respect to future legal developments.

Termination

When we complete the services you have retained us to perform, we will consider that the attorney-client relationship for that matter is terminated. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, or as supplemented at that time.

You may terminate our representation at any time, with or without cause, by notifying us in writing. We will return your papers and other property to you promptly upon your request for those materials and payment for outstanding fees and charges. Of course, we will retain your files pertaining to the matter or case, including our drafts, notes, internal memos, and work product. Your termination of our services will not affect your responsibility for payment of legal services rendered and charges incurred before termination and in connection with an orderly transition of the matter.

Document Retention

Upon completion of our representation of you, please let us know if you would like us to provide you with copies of documents from our files or return to you any documents which you provided to us. As a general practice, we will retain our files (after eliminating duplicates and other materials which in our discretion we do not need to retain) relating to a matter for at least five years, or the minimum amount of time as required by ethical rules for Arizona, after the date of the last service invoiced in connection with the matter. After this time period, we may destroy the files relating to a matter, with the exception of intrinsically valuable documents such as wills, promissory notes, or bonds which will be retained beyond the five-year period. As a condition of any representation, you authorize us to scan and digitize any paper files into electronic files and destroy the paper files.

PLEASE NOTE THAT WE WILL NOT KEEP ORIGINAL DOCUMENTS

Clients will have a reasonable amount of time to collect any documents, original or copy, and retain them for their files. We will not always keep copies of the files or documents, therefore, you are on notice to keep all documents generated by our firm.

Our Professional Responsibility

We are subject to the Codes of Professional Responsibility for the State of Arizona. These codes list several types of conduct or circumstances that require or allow us to withdraw from representing a client. These include, for example, nonpayment of fees or charges, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client.

We try to identify in advance, and discuss with our clients, any situation that may lead to our withdrawal. If withdrawal ever becomes necessary, we give our client written notice as soon as practicable.

The ethics rules require that we keep all information that you disclose to us confidential and not disclose it to persons outside our law firm without your permission. The lawyer who is primarily responsible for your legal work may disclose information about your affairs to other lawyers and paralegals within our law firm if necessary for us to perform our work, on a “need to know” basis, but we will not make unnecessary disclosures. If other persons not in our law firm are working with us on your legal matter with your permission (such as your accountant, a bank officer, a financial planner, an insurance agent, or another law firm), you agree that we may disclose such information to them as is necessary to allow them to fulfill their role in your representation. We will use our judgment in making disclosures to these persons, of course, but unless you instruct us otherwise, you agree that we may disclose information to them, as we deem necessary for our best interests.

These factors are not weighted equally; generally, time and effort carry more weight than do others. The rates of our lawyers, legal assistants and other professionals have an important bearing on our fees. We adjust these rates periodically, usually at the beginning of each year. When we adjust the rates, we consider the current levels of experiences, changes in overhead costs, and other factors.

Clients frequently ask us to estimate the amount of fees and charges that they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible. What we furnish is an estimate based on our professional judgment. This estimate always carries the

understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Clients also frequently ask us to consider alternatives to the traditional time and billing rate basis for determining a fee. We are always willing to discuss alternative arrangements with you. Please direct such requests to your principal attorney contact.

Generally, we do not accept matters on a contingent fee arrangement. If you would like us to consider such an arrangement, this must be discussed with your principal attorney contact.

Our Duties, Discretion, and Rights if You Become Disabled, Incapacitated, Impaired, or Unable to Provide Reliable Instructions

The professional ethics rules authorize us, as far as reasonably possible, to maintain a normal attorney-client relationship with you if your ability to make adequately considered decisions concerning the representation becomes diminished, whether because of age, illness, mental impairment, emotional distress, substance use, cognitive decline, medication, disability, incapacity, undue influence, family pressure, or any other condition or circumstance affecting your judgment, reliability, communication, or decision-making.

If we reasonably believe that your capacity is diminished, that you are at risk of substantial physical, financial, legal, or other harm, and that you cannot adequately act in your own interest, you authorize us, to the fullest extent permitted by law and the applicable rules of professional conduct, to take protective action that we determine to be reasonably necessary. Protective action may include, without limitation, delaying or suspending work, refusing to act on instructions, seeking clarification, requiring in-person or video confirmation, requiring medical or professional capacity information, communicating with persons or entities who may be able to protect your interests, communicating with an authorized agent, fiduciary, trustee, personal representative, guardian, conservator, health care agent, financial institution, accountant, family member, or other advisor, or seeking the appointment of a guardian ad litem, guardian, conservator, or other fiduciary.

You acknowledge that we are not medical professionals and are not responsible for diagnosing capacity, incapacity, mental illness, undue influence, coercion, or vulnerability. We may rely on our professional judgment, observations, communications, surrounding circumstances, third-party information, medical or professional information, and any other facts we deem relevant in deciding whether to continue, pause, limit, refuse, or terminate representation or whether to take protective action.

If you have designated an authorized agent, attorney-in-fact, trustee, successor trustee, personal representative, conservator, guardian, health care agent, or other fiduciary to act on your behalf, and if in our judgment that person appears to have sufficient authority to instruct us or assist with the matter, you authorize us to communicate with and rely upon that person. You further authorize us to disclose information reasonably necessary for that person to make informed decisions, protect your interests, assist in the representation, facilitate transition of the matter, or address issues arising from your disability, incapacity, impairment, death, or inability to communicate.

Notwithstanding the foregoing, we have no obligation to accept, follow, or rely upon instructions from any agent, fiduciary, family member, advisor, or third party. We may refuse to follow any instruction if we reasonably believe that the person giving the instruction lacks authority, is acting inconsistently with your interests or known objectives, is acting under a conflict of interest, is exerting undue influence, is creating risk to you or the firm, or is otherwise making continued representation inappropriate.

We also reserve the right to refuse, suspend, delay, or decline to act upon any instruction from you if we reasonably believe that the instruction is unclear, inconsistent, irrational, impossible, unlawful, unethical, the product of diminished capacity, the product of undue influence, likely to harm your interests, likely to prejudice another client in a joint representation, likely to expose the firm to unreasonable risk, or otherwise inconsistent with our professional judgment or obligations.

If we determine that continued representation has become impracticable, inappropriate, unlawful, unethical, unreasonably difficult, or inconsistent with our professional obligations, we may withdraw from the matter, terminate the engagement, seek court permission to withdraw where required, decline to appear further, cease work to the extent permitted, or take any other action we reasonably determine necessary to protect your interests and the firm's interests. In any court proceeding or other matter requiring permission to withdraw, you authorize us to disclose only such information as we reasonably believe necessary to support withdrawal, protect your interests, comply with court orders, comply with applicable law, or defend the firm.

During any period of suspected or actual incapacity, impairment, disability, death, emergency, family conflict, fiduciary dispute, or inability to obtain reliable instructions, all duties, communications, disclosures, protective actions, continued work, suspension of work, withdrawal decisions, and third-party communications remain subject to our professional judgment and discretion. Nothing in these Terms requires us to disclose information to any person, accept instructions from any person, continue representation, file or defend any action, appear in court, prepare or revise documents, or take any action that we determine to be inappropriate, impracticable, unlawful, unethical, unsafe, or contrary to our professional obligations.

You agree that any fees, costs, attorney time, staff time, court filings, protective actions, withdrawal efforts, transition work, communications with agents or fiduciaries, communications with third parties, capacity-related review, emergency work, or other work arising from your disability, incapacity, impairment, death, unreliable instructions, family conflict, fiduciary dispute, or need for protective action will be billed at our then-current hourly rates and must be paid by you, your estate, trust, fiduciary, authorized agent, successor, or other responsible party to the fullest extent permitted by law.

This section survives termination of the attorney-client relationship and applies to all matters handled by the firm, including estate planning, trust administration, probate, litigation, court proceedings, fiduciary matters, business matters, and any other representation.

Binding Mediation for Fee Disputes; Waiver of Court Proceedings and Jury Trial

In the event of any dispute, disagreement, or claim relating to fees, expenses, billing statements, invoices, retainer balances, trust deposits, or any other monetary charges arising from our representation or the attorney-client relationship, you agree that such disputes shall be exclusively resolved through confidential and binding mediation.

By engaging our firm, you expressly waive your rights to initiate, pursue, or participate in litigation, court proceedings, jury trials, or any formal judicial action relating to fee disputes. Further, you explicitly agree not to file, initiate, or otherwise pursue complaints regarding fee disputes with the State Bar or any other disciplinary or regulatory body before first fully participating in good faith in binding mediation.

The binding mediation shall be conducted before a mutually agreed-upon neutral mediator, and the mediation's resolution shall be final, binding, non-appealable, and enforceable in any court of competent jurisdiction. Each party shall bear its own costs, attorneys' fees, and expenses incurred in connection with the mediation unless otherwise expressly agreed upon in writing.

In no event shall the aggregate liability of the firm, its attorneys, or staff arising out of the representation exceed the total legal fees actually paid to the firm for the particular matter giving rise to such liability, regardless of the theory of recovery.

You acknowledge and agree that by entering into this provision, you knowingly and voluntarily waive substantial legal rights, including the right to resolve fee-related disputes in court, by jury trial, or through regulatory proceedings prior to mediation.

This provision regarding binding mediation of fee disputes shall survive indefinitely beyond the termination of our attorney-client relationship.

Court Proceedings and Withdrawal

If your matter involves a court proceeding, administrative proceeding, arbitration, mediation, contested fiduciary matter, probate, guardianship, conservatorship, trust dispute, or other active adversarial process, you acknowledge that our ability to withdraw may require court, tribunal, or arbitrator approval. You agree not to oppose our withdrawal if we determine that withdrawal is required or appropriate because of nonpayment, lack of cooperation, unreliable instructions, diminished capacity, impaired judgment, loss of trust and confidence, conflict of interest, conduct contrary to our advice, threats or abusive conduct, impossible or unethical instructions, or any other good cause.

You further agree that we may disclose information reasonably necessary to support withdrawal, protect your interests, protect the firm's interests, comply with applicable law, comply with court orders, or respond to allegations concerning our conduct. You remain responsible for all fees and costs incurred before withdrawal and for all reasonable fees and costs incurred in seeking withdrawal, transferring the matter, protecting deadlines, preparing status reports, responding to court orders, and facilitating transition to successor counsel.

Dispute Resolution, Binding Mediation, and Waiver of Court Proceedings and Jury Trial

In the event of any dispute, controversy, or claim arising out of, or relating in any way to, our representation of you, our attorney-client relationship, this agreement, or any services provided by our firm, you agree that such dispute shall be exclusively resolved through confidential and binding mediation conducted by a mutually agreed-upon neutral mediator.

By executing this agreement or otherwise accepting our legal services, you explicitly and irrevocably waive your rights to initiate or participate in litigation, court proceedings, or any jury trial regarding disputes or claims against our firm, its attorneys, or staff arising from or relating to our representation.

Further, you expressly agree not to file, initiate, or otherwise pursue any grievance, complaint, or inquiry with the State Bar, disciplinary authorities, regulatory bodies, or any similar agency or authority before first fully participating in good faith in confidential binding mediation. Any grievance, complaint, or other action initiated prior to the completion of the required binding mediation shall constitute a material breach of this agreement.

You further agree that any decision or resolution achieved through binding mediation shall be final, binding, and non-appealable. Each party will bear their own costs and attorneys' fees associated with the mediation unless otherwise mutually agreed upon in writing.

In no event shall the aggregate liability of the firm, its attorneys, or staff arising out of the representation exceed the total legal fees actually paid to the firm for the particular matter giving rise to such liability, regardless of the theory of recovery.

This binding mediation and waiver of litigation rights provision applies broadly to all claims, whether based on breach of contract, negligence, gross negligence, malpractice, intentional misconduct, misrepresentation, fraud, breach of fiduciary duty, violation of professional standards, or any other legal theory whatsoever.

You acknowledge that by agreeing to this binding mediation provision, you are voluntarily and knowingly giving up substantial rights, including the right to seek resolution in court or before a jury, and the right to initiate State Bar or regulatory proceedings without first attempting resolution through confidential mediation.

This binding mediation and waiver provision shall survive the termination of our attorney-client relationship indefinitely.

Non-Disparagement

Unless compelled by law, you expressly agree not to make or disseminate, directly or indirectly, any negative, critical, or adverse statements (oral, written, electronic, online, via social media, online reviews, or through any third-party communications or public platforms) to any person, entity, or organization concerning any aspect of the matter, business, services, operations, strategies, performance, financial condition, integrity, professional reputation, or personal reputation of the firm, its members, officers, representatives, attorneys, contractors, directors, employees, or affiliates.

You acknowledge and agree that violation of this provision shall constitute a material breach of this agreement and may entitle the firm, its attorneys, or affected individuals to pursue legal remedies, including injunctive relief, monetary damages, costs, and reasonable attorneys' fees incurred in responding to such violation.

This Non-Disparagement provision shall survive indefinitely beyond the termination of our attorney-client relationship.

No Advice Regarding this Fee Agreement

The firm is not acting as your legal counsel in advising you with respect to this fee agreement or these Terms of Engagement, as doing so would constitute a conflict of interest. If you wish to receive advice on this agreement or these terms, you are encouraged to consult with independent legal counsel of your choice. Should you have general questions or require additional information, we would be pleased to discuss those matters with you. However, any such discussion shall not constitute legal advice regarding the terms or enforceability of this fee agreement or these Terms of Engagement.

AI and Third-Party Services Disclaimer

In pursuit of efficiency, enhanced quality control, and timely delivery of legal services, our firm may utilize artificial intelligence (AI) technologies, cloud-based platforms, digital tools, Voice-over-Internet Protocol

(VOIP) telephone services, and other services provided by third-party vendors. These third-party services may involve the transmission, processing, analysis, storage, or routing of client information, documents, communications, and data—including confidential or privileged information—outside the direct control of our firm.

By engaging our firm or otherwise receiving legal advice or services from our attorneys, you explicitly authorize and consent to our use of third-party technologies, AI tools, and VOIP communication systems in handling your matter. You acknowledge and accept all inherent privacy and security risks associated with third-party technologies, AI, and VOIP, including but not limited to potential unauthorized access, inadvertent disclosure, data breaches, interception of communications, retention, or review of your confidential information by third-party providers or their affiliates. You agree that the firm shall not be liable for any damages or losses arising from the use of such third-party, AI, or VOIP technologies, and you expressly waive any and all claims against the firm related to privacy, security, confidentiality, or communication issues arising from their use.

Should you wish to restrict or prohibit the use of AI, VOIP, or other third-party technology services in your representation, you must explicitly notify your attorney of this request in writing prior to commencement of our representation or immediately upon becoming aware of your concerns.

Use of Artificial Intelligence Assisted Legal Tools and Attorney Oversight

Our firm may utilize artificial intelligence assisted technologies as part of its internal legal workflow, including for drafting, analysis, issue spotting, research, summarization, document comparison, quality control, and internal knowledge management. These tools may include large language models, machine assisted research platforms, document automation systems, analytics engines, and other evolving technologies designed to augment attorney efficiency and consistency.

You expressly acknowledge and agree that any use of artificial intelligence by the firm is conducted solely as an internal support tool and not as a substitute for professional legal judgment. All legal advice, conclusions, recommendations, strategies, and final work product are reviewed, controlled, and delivered by a licensed attorney. Artificial intelligence tools do not provide legal advice, do not form an attorney client relationship, and do not replace the professional responsibility or independent judgment of the firm's attorneys.

You further acknowledge that artificial intelligence technologies are probabilistic in nature and may generate outputs that are incomplete, inaccurate, inconsistent, outdated, or based on assumptions that do not apply to your specific facts or objectives. You expressly agree that the firm shall have no duty to disclose when or how artificial intelligence tools are used internally, nor to identify which portions of any work product were informed by or assisted through such tools.

All prompts, workflows, internal analyses, training materials, configurations, methodologies, and processes involving artificial intelligence used by the firm constitute proprietary internal systems and attorney work product and remain the exclusive property of the firm. You acquire no rights to inspect, obtain, audit, or challenge the firm's internal use of artificial intelligence or its internal decision making processes.

To the fullest extent permitted by law, you expressly waive any claim, cause of action, or theory of liability arising out of or related to the firm's lawful and ethical use of artificial intelligence technologies, including claims based on negligence, malpractice, breach of fiduciary duty, confidentiality, data handling, bias, errors, omissions, or reliance. You further agree that the firm's aggregate liability for any claim related to

the use of artificial intelligence shall be subject to and limited by the liability limitations set forth elsewhere in these Terms of Engagement.

If you object to the firm's use of artificial intelligence assisted tools in any capacity, you must notify the firm in writing prior to engagement or immediately upon learning of such objection. The firm reserves the absolute right to decline representation or withdraw from representation if such restrictions materially interfere with the firm's standard operations, efficiency, risk management, or quality control practices.

This provision shall survive the termination of the attorney client relationship indefinitely.

Cloud-Based Document Sharing Disclaimer

For purposes of convenience, efficiency, and streamlined communication, our firm utilizes cloud-based document-sharing platforms and services, including but not limited to Dropbox, DocuSign, Zoom, and similar third-party vendors, to store, transmit, sign, or otherwise handle client documents and information. By engaging our firm, you expressly authorize the use of these platforms and acknowledge that documents and data shared through these third-party services may be stored on external servers, subject to terms, conditions, privacy policies, and security measures established by those vendors. While we strive to utilize reputable and secure services, we cannot guarantee absolute confidentiality, privacy, or security once documents are transferred to or stored by third-party vendors. Should you object to the use of any specific cloud-based document-sharing services or require alternative arrangements, you must notify your attorney of such preferences explicitly in writing.

Recording of Conversations, Video Conferences, Security Cameras, Sensors, and Use of Technology

In the interest of accuracy, documentation, efficiency, training, security, protection of our firm's interests, and quality control, our firm may, at our sole and absolute discretion, record telephone calls, video conferences, in-person meetings, or other communications involving our attorneys, staff, clients, or any third parties.

You expressly consent to and authorize the firm's use of audio recording, video recording, transcription technologies, screen captures, and related technological tools during communications, consultations, or meetings relating to your representation. Additionally, you acknowledge and agree that our firm has the right to proactively record or document any interactions, communications, or behavior involving you or third parties, including without limitation any suspicious, unusual, or potentially harmful activity or behavior, for any purpose the firm deems appropriate, even if no specific reason exists other than the firm's discretion and judgment.

Additionally, you acknowledge and agree that our physical offices and premises are equipped with security cameras, surveillance systems, and other electronic sensors or monitoring equipment, which may capture audio, video, photographic images, location data, wireless network activity, device-identification data, or other information concerning activities occurring within or around our offices. You expressly consent to the use of such surveillance equipment and sensors, the recording or capturing of your presence, activities, and electronic devices in and around our offices, and the storage and use of such recordings or data for security, internal documentation, or related business purposes.

You further acknowledge that utilizing our firm's wireless networks, internet connections, electronic devices, or technology of any kind may result in the incidental or intentional collection, recording, or monitoring of your electronic activity, internet traffic, browsing activity, email communications, device

identifiers, and other information or metadata, even if you do not actively connect to or use our network. Accordingly, you should not rely upon the security or privacy of our networks or technology for transmitting sensitive or confidential information.

All recordings, transcriptions, documentation, surveillance footage, electronic sensor data, or related records created through the use of such technology will be securely maintained by the firm, but will not be included in your client file or records, and may be maintained, if at all, by the firm or its approved contractors in line with the firm's own security procedures. The attorney-client privilege and applicable rules of confidentiality are not waived by the creation, storage, or handling of such materials. Nevertheless, you acknowledge and accept that the use of recording, surveillance, sensor technologies, or networks inherently carries some risk of unauthorized access, inadvertent disclosure, or third-party interception beyond the firm's reasonable control.

You further acknowledge and agree that any recordings, transcripts, surveillance footage, sensor data, or related records shall remain exclusively under the ownership and control of the firm, and you shall have no independent right to possess, obtain copies of, or control the dissemination of these records unless otherwise explicitly agreed upon in writing. The firm expressly reserves the right to modify, erase, delete, archive, destroy, or otherwise manage these records at any time in the firm's sole, absolute, and unreviewable discretion without notice to you or any third party.

If you intend to disclose or discuss information during any meeting or interaction that you believe may be sensitive, harmful, confidential, or detrimental to you or any third party if inadvertently disclosed, you agree to explicitly notify your attorney in writing prior to the meeting or interaction. Providing such advance notice will enable the firm to consider and take appropriate measures to enhance confidentiality or otherwise protect your interests.

No representations or guarantees are made by the firm concerning the storage duration, completeness, accuracy, availability, security, or preservation of recordings, surveillance data, sensor data, electronic records, or network activity data. You expressly agree and acknowledge that the firm shall have no liability or obligation to you or any third party arising from or relating to the firm's management, deletion, loss, modification, destruction, disclosure, security breaches, or handling of recordings, surveillance footage, sensor data, electronic records, network activity data, or any related information.

You explicitly accept all inherent risks associated with electronic communications, including but not limited to email, text messaging, digital file transfers, and video conferencing, including unauthorized access or confidentiality breaches, and hereby waive any and all claims against the firm arising from such risks.

This provision shall survive indefinitely following the conclusion of our representation.

Privacy Policy Notice

Attorneys, like other professionals who advise on personal financial matters, are now required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected our clients' right to privacy.

In the course of providing our clients with legal advice, we sometimes receive significant personal financial information from our clients. If you are a client of Boland Law Group, PLLC, you should know that all information that we receive from you is held in confidence and is not released to people outside the firm, except as agreed to by you, or as required under applicable law.

We retain records relating to professional services that we provide in order to assist you with your professional needs and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Licenses to Practice Law

You understand that our firm is not licensed to practice law in any state, it is the individual attorneys that are licensed to do so. You should always consult with us to see which states our attorneys are licensed in at the time of your engagement. For example, Robert W. Boland, Jr., J.D., LL.M., is licensed to practice law in the states of Arizona, Colorado (inactive), Missouri (inactive), as well as Arizona Federal District Court and the United States Tax Court. Grant M. Boland, J.D., LL.M. is licensed to practice law in Arizona, the Arizona Federal District Court and the United States Tax Court.

You understand and acknowledge that our attorneys are licensed only in the jurisdiction or jurisdictions specifically disclosed to you, and that any matter involving, relating to, affecting, arising under, or having any nexus with any other jurisdiction may require advice from a competent attorney, tax advisor, fiduciary professional, or other qualified professional licensed, authorized, or otherwise qualified in that jurisdiction. This includes, without limitation, matters involving out-of-state real property, non-Arizona entities, fiduciaries, beneficiaries, trusts, estates, probate proceedings, litigation, tax issues, creditor rights, marital or community property rights, foreign assets, or any other circumstance in which another jurisdiction's laws, procedures, taxes, recording requirements, court rules, administrative requirements, or public policies may apply. You are expressly advised that it is your sole responsibility to timely seek and obtain such advice, and you assume all risks, consequences, costs, delays, invalidity, unenforceability, tax consequences, loss of rights, rejected filings, ineffective documents, or adverse outcomes arising from your failure to do so.

If you nevertheless request, instruct, authorize, approve, or direct our firm to proceed without such counsel or professional, you acknowledge that we may rely upon your instruction as an informed directive, assumption of risk, and express authorization to proceed within the limits of our licensure, professional judgment, and agreed scope of representation. In that event, you accept full responsibility for the decision to proceed without local counsel or other qualified professional review, and you agree that our firm shall not be responsible for any adverse result, delay, cost, invalidity, unenforceability, tax consequence, rejected filing, ineffective document, lost right, or other any consequence arising from or relating to the absence of advice, review, approval, or participation by counsel or professionals licensed or qualified in the applicable jurisdiction.

Our firm may, in its sole and absolute discretion, consult with, coordinate with, seek review from, or rely upon counsel or other professionals in another jurisdiction; however, any such consultation, coordination, review, or reliance does not expand the scope of our representation, does not constitute an undertaking to advise on the laws of that jurisdiction, does not create an attorney-client relationship between you and any outside counsel unless separately agreed in writing, and does not make our firm responsible or liable for the advice, acts, omissions, availability, fees, costs, delays, errors, conclusions, or work product of any outside counsel or professional.

Incapacity & Succession of File / Attorney

Should the attorney designated for your file become disabled or deceased please contact the following persons in the order listed:

Grant M. Boland, J.D., LL.M. Boland Law Group, PLLC 15100 N. 78 th Way Suite 203 Scottsdale, Arizona 85260 gboland@bolandlawgroup.com 480-656-8775 x1018	Robert W. Boland, Jr., J.D., LL.M. Boland Law Group, PLLC 15100 N. 78 th Way Suite 203 Scottsdale, Arizona 85260 rboland@bolandlawgroup.com 480-656-8775 x1014	Steven A. Bloom, J.D., M.B.A., LL.M. Bloom Law Offices, PLLC 15100 N. 78 th Way Suite 203 Scottsdale, Arizona 85260 sab@bloomlawoffices.com 480-293-4255
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The successor attorney above is expressly authorized and directed to take such steps as he or she deems necessary or desirable, in their sole discretion, to protect the interests of the clients of my law practice and to wind down or dispose of that practice, including, but not limited to, selling that practice, collecting accounts receivable, paying expenses relating to the practice, providing trust accounting and issuing unused trust balances owing to my clients, employing an attorney or attorneys to review my files, completing unfinished work, notifying my clients of my death and assisting them in finding other attorneys, and returning closed files to my clients and/or providing access to my closed files.

Should all the designated persons above be no longer able to assist, please contact the State Bar of Arizona below:

State Bar of Arizona
4201 N. 24th Street
Suite 100
Phoenix, AZ 85016
602-252-4804

Subpoenas, Legal Demands, and Authority Inquiries

In the event our firm receives a subpoena or any other legal demand for information, documents, records, or testimony relating to our representation or services provided to you, our firm shall promptly notify you and follow your lawful instructions concerning our response. However, if the subpoena or legal demand is accompanied by a court-ordered restriction, gag order, or similar legal directive prohibiting notification to you, we will comply with such legal directive and refrain from notifying you until legally permitted to do so.

Additionally, you acknowledge and agree that governmental, regulatory, administrative, or law enforcement authorities may contact our firm at any time regarding informal or formal inquiries, investigations, interviews, or discussions related to you, your activities, your matters, or our representation of you. You expressly authorize our firm, its attorneys, and staff, at our sole and absolute discretion, to proactively cooperate with such authorities, including voluntarily providing information, documents, communications, or testimony as requested or deemed appropriate by the firm.

You expressly agree to advance, pay, reimburse, indemnify, defend, and hold harmless our firm—including its attorneys, employees, and agents—for all charges, fees, costs, expenses, attorney's fees, disbursements,

and liabilities arising out of or related to responding to subpoenas, legal demands, informal or formal inquiries, investigations, or discussions with authorities, regardless of whether formal litigation or proceedings are initiated, and regardless of whether we were legally permitted to inform you prior to responding or cooperating with authorities.

This provision shall survive indefinitely beyond the termination of our representation.

Survival of Terms

The terms and provisions of the engagement letter, along with these Terms of Engagement, shall survive indefinitely beyond the termination or conclusion of any and all work performed or representation provided. These agreements shall remain fully binding upon and enforceable against the parties and their respective successors, assigns, heirs, trustees, executors, administrators, representatives, and fiduciaries.

Severability of Provisions

If any section, paragraph, provision, term, or portion of this agreement or these Terms of Engagement is found by any court, regulatory authority, Bar Association, or governing body to be invalid, unethical, illegal, unenforceable, or otherwise contrary to applicable law or ethical rules, such determination shall not affect or impair the validity, legality, enforceability, or applicability of any other remaining sections, paragraphs, provisions, terms, or portions of this agreement.

All other provisions shall remain fully enforceable, valid, and binding to the fullest extent permitted by law, and shall be interpreted to fulfill the parties' intentions as closely as possible.

Mandatory Venue, Choice of Law, and Fee Recovery

Any mediation, arbitration, or court action relating to these Terms or the firm's representation shall be conducted exclusively in the City of Scottsdale, Maricopa, Arizona, and governed solely by Arizona law without regard to conflict-of-law principles. If the firm substantially prevails in any dispute, you agree to reimburse the firm for all reasonable attorneys' fees, mediator or arbitrator fees, and costs incurred.

Force Majeure

The firm shall not be liable for any delay, suspension, or failure in the performance of legal services caused by circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, governmental actions, labor disruptions, utility failures, acts of war or terrorism, cyber-attacks, or other force-majeure events. In such circumstances, the firm may, at its sole discretion, pause or terminate representation without liability.

Section Headings Not Controlling

The section headings and titles used in this agreement or these Terms of Engagement are for convenience, organizational purposes, and ease of reference only. They shall not be used or relied upon for purposes of interpretation, enforcement, construction, or understanding of the agreement's provisions. The content and meaning of each provision shall be governed solely by the language contained within each respective section or paragraph.

Applicability to All Matters and Catch-All Provision

These Terms of Engagement shall apply broadly and govern all legal services, representation, advice, or interactions between you and our firm, regardless of whether a formal written engagement letter or agreement exists, or whether services are provided pursuant to oral, implied, or subsequent agreements or understandings. In the absence of an explicit written engagement letter, these Terms of Engagement shall nonetheless be fully binding upon you and govern the entire attorney-client relationship between you and our firm, and all services performed on your behalf.

Modification of Terms and Additional Provisions

These Terms of Engagement, including any referenced policies, schedules, surcharges, fees, or related conditions, are subject to modification, revision, amendment, or update by the firm at any time, at our sole, absolute, and unreviewable discretion, without prior notice to you. Such modifications or updates will become immediately effective upon adoption by the firm. By continuing to engage our firm or utilize our legal services following any such modifications, you expressly agree to and accept the revised terms.

You acknowledge it is your sole responsibility to regularly review these Terms of Engagement and familiarize yourself with any changes, updates, or modifications published or made available by the firm.

You further agree and acknowledge that these Terms of Engagement represent the complete, exclusive, and final agreement between you and our firm regarding the subjects covered, and supersede any prior understandings, written or oral representations, or agreements. No representations or assurances have been made by our firm except as expressly set forth herein. Any waiver or exception to these terms must be explicitly stated in writing and signed by an authorized representative of the firm.

This provision, along with all other provisions contained herein, shall survive indefinitely following the termination of our representation.

Client Acknowledgement

By engaging our firm, or by receiving or requesting any legal services or advice from our firm or its attorneys, you explicitly acknowledge that you have carefully read, fully understood, and voluntarily agree to all terms and conditions contained within these Terms of Engagement. Your failure to read or fully understand any provision in this document does not in any way excuse, limit, or affect your obligations or responsibilities herein. You acknowledge and agree that these terms apply fully regardless of whether a formal written engagement letter or other documentation has been executed.

In Conclusion . . .

We look forward to a long and mutually satisfying relationship with you. If at any time you have a question or concern, please feel free to bring it to the attention of your principal contact at our firm.