

ENGAGEMENT LETTER AND TERMS OF ENGAGEMENT

It is our pleasure to represent your family to develop a comprehensive estate plan that will ensure that your loved ones have the information, guidance, and resources they need in the event of your incapacity or death. Initially, let us thank you for your expression of confidence in retaining our firm to act as your legal counsel in connection with these matters.

As we discussed during our initial meeting, it is our policy to require an engagement letter to avoid misunderstandings as to the scope of the matter, the fees to be charged, and the possibility of conflicting representation. Because this letter is designed for use in representing a broad spectrum of clients, it may appear somewhat formal and complicated; unfortunately, that is necessary to cover all of the relevant areas. Thanks for your understanding and cooperation.

You have asked me to advise you in planning and preparing your estate planning documents. You have chosen the _____ Plan.

You have been quoted a flat fee in the amount of \$ _____. The flat fee you have been quoted includes the following:

- _____ Family Emergency Response Plan
- _____ Revocable Trust(s): _____
- _____ Irrevocable Trust(s): _____
- _____ Pour Over Will(s)/Simple Will(s)
- _____ Durable Power of Attorney(s)
- _____ Advance Health Care Directive(s)
- _____ CD with all documents
- _____ Real Estate Transfer Documents for _____ # of properties
- _____ Unlimited Consultation Regarding Your Plan
- _____ All Asset Transfers Handled by Us (excludes out of state assets)
- _____ Asset Transfers Handled by You with Unlimited Guidance from Us
- _____ Family Meeting
- _____ Advance Health Care Directive/Power of Attorney for other family members (included as a bonus with paid Membership)

Barring significant changes or additions, the quoted fee will be all that you will be charged for the preparation and implementation of your plan and includes 3 Months in our Membership program so that you can make unlimited changes to your planning documents (within the same levels of planning). If it becomes necessary to retain the services of an out-of-state attorney to assist in the transfer of any assets, his or her services will be your separate responsibility. We will of course obtain your permission before incurring any such expenses. Your fee also includes a review of your plan every three years.

We reserve the right to determine which of our personnel are assigned to this matter, based upon considerations of time and degree of expertise in any given situation. I will, of course, remain responsible for the entire matter, and will minimize the number of people involved to ensure confidentiality and expedience.

Our engagement and the services that I will render to you are limited strictly to legal services in your estate planning matters, unless otherwise described in this letter. It is understood that you are not relying on me for business, investment, accounting, or valuation decisions, or to investigate the character or credit of persons or firms with whom you may be dealing (such as insurance companies or investment advisors), unless otherwise specified in the letter. I will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work.

Our Duty To Preserve Your Confidential Information (See Attached Privacy Policy Notice)

Estate planning is an important and highly personal matter. To be successful, it requires that you disclose to me information about your family relationships and about your financial affairs that you will most likely regard as highly confidential. It also requires that you make decisions that are sometimes difficult. You agree to provide me with all factual information and materials necessary to perform our services, and you will be responsible for making decisions and determinations on matters not involving legal determinations as necessary or appropriate for your estate planning. I urge you to make a complete disclosure of your financial matters and your intentions concerning the disposition of your estate, because a failure to do so could make it impossible for me to give proper advice to you. I cannot be responsible for undesired consequences caused by a failure to disclose information to me.

The ethics rules require that I keep all information that you disclose to me confidential and not disclose it to persons outside our firm without your permission. The lawyer who is primarily responsible for your estate planning work may disclose information about your affairs to other lawyers and paralegals within our 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 firm are working with us on your estate planning with your permission (such as your accountant, a bank trust office, 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 estate planning. 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 your best interests.

Our Duty to Share Information with Each of You

If you are married or seeing me jointly with your life partner, we are representing both of you jointly in your estate planning. This means that we owe duties and obligations to both of you, and that each of you in turn has an obligation to disclose to us all information that is relevant to your estate planning. Estate planning is an area in which persons with shared interests can often disagree. As husband and wife, you share certain goals and interests. Yet, at the same time,

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your interests can differ, and sometimes conflict. Our job in representing both of you is to work toward solutions satisfactory to both of you. Rather than being an advocate for either of you, we would act more as a mediator working toward creating a plan reflecting both of your interests and goals.

By employing us to represent you jointly, you agree that among us (the two of you and your attorney), there will be no confidentiality of communications or information; --if one of you discloses information to your attorney about your financial affairs or intentions, we are free to disclose that information to the other one of you if we think that is necessary to fulfill our duties and obligations to the other one in your estate planning. If this is not acceptable to you, you must advise us immediately so that other arrangements can be made. If a legal controversy ever developed between you concerning your estate planning, we would be required by the Rules of Professional Conduct to withdraw from the joint representation, and we could not thereafter represent either of you individually in that controversy without the consent of both of you. In addition, if there was litigation between the two of you, your attorney could be compelled to testify about information she obtained from either of you or about advice that she gave to you in your estate planning.

By signing the Consent set forth below, you both agree that, upon the request of either party, your attorney may perform legal work on behalf of one of you to revoke (a) any joint document between you or (b) your own document, subject to notification to the other party, even when the revocation may have a substantial effect on the other spouse. In such event, we may prepare a new Will, trust and/or other documentation for one or both parties and from that point forward will maintain separate confidentiality for each of you as separate clients, without any additional consent. Other than for the purpose of revoking or amending your documents as stated in the previous two sentences, you do not consent to our continuing representation of either of you individually in the event of a legal controversy between the two of you and you do not waive any conflicts regarding that arrangement.

Communication

Communication is vital to the success of our relationship. We aim to be extremely responsive because we believe that responsiveness is extremely important to our clients. If we are not available to take your call during business hours, someone will always return your message within 24 hours except on a Saturday or a Sunday because we are closed on those days. You may also email us with any questions or concerns you have. We can answer many quick questions by responding to your email message. Because we have agreed to flat fee billing, you will not be charged for any questions related to the documents that we are drafting for you; we firmly believe that there are no stupid questions, so we encourage you to please ask questions as frequently as you need to feel comfortable with our relationship and your estate plan.

Disputes

By this document, the client and this office agree that any controversy or claim arising out of or relating to this contract or breach thereof, including but not limited to any dispute relating to services provided, attorney fees or expenses, shall be settled by arbitration administered in

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accordance with the Uniform Arbitration Act and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Accepted and agreed to on: _____

Law Firm
By Attorney

Sign Name

Print Name

Sign Name

Print Name

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 client's 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 _____, 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 so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.