

March 18, 2026

[Insert Client Contact Info]

Re: Engagement as Counsel

Dear [[Client]]:

Pursuant to our recent communications, we are pleased that _____ (“Client”) has decided to retain _____ (“Firm”), to represent Client with respect to _____ [Be as specific as possible] _____ (“Matter”).

The purpose of this letter is to confirm our engagement as counsel and go over certain information concerning our fees, billing and collection policies, and other terms that will govern our professional relationship. Although we do not wish to be overly formal in our professional relationships, we have found it a helpful practice to confirm with our clients further details on the nature and scope of our representation. Thus, you will see attached Terms of Engagement, which are incorporated by reference. Please review and sign these and let me know if you have any questions concerning them.

Once our engagement has begun, it will be terminable at will by either of us, subject to payment of attorneys’ fees for services performed and costs advanced through the date of termination. If the terms and conditions described above and in the attachment are satisfactory to you, would you wire to Firm \$_____ U.S. as a retainer in fees and costs that will be kept in Firm’s trust account and applied to the final invoice or returned to Client (wire transfer information can be found below). To the extent that this is acceptable, would you please sign this letter and the attached document. For our respective ease, this signed letter and document sent to me via e-mail will be deemed to be as effective as an original signature. Once we have this engagement letter signed and can confirm the retainer was received, our representation will begin.

We look forward to working with you in this matter.

Very truly yours,

/s/ [Name]
[Signature]

Enclosures

The foregoing is agreed to and approved on March 18, 2026.

[INSERT COMPANY]

By: _____
_____ Its: _____

TERMS OF ENGAGEMENT

These Terms of Engagement will use the same defined terms set forth in the letter above. We appreciate your decision to retain Firm as your legal counsel. Our engagement is limited to the Matter identified in the letter to which these Terms of Engagement ("Agreement") are attached. Our representation is limited to representing [Client] as more fully set forth above and such representation shall not include anything other than the Matter. Appeals, post-judgment proceedings, or any other matters shall require separate engagement. The terms of this Agreement will also apply to any future or additional matters we will handle on Client(s)' behalf, subject to an additional engagement letter. We only represent [Client] and not any individuals or any other entity including any parents, subsidiaries, related, affiliated or associated persons or entities, or any of your or their respective officers, directors, investors, agents, partners, members, managers, family members, or employees in connection with this work.

Please take note that you may have rights under your insurance policies that would entitle you to a defense or indemnification for your potential losses in this matter. Firm has significant experience in addressing these coverage issues and would be pleased to assist you in that regard. However, unless you have specifically requested our assistance in writing to pursue your coverage rights, our engagement does not include that. CLIENT ACKNOWLEDGES THAT FIRM HAS ADVISED OF POTENTIAL INSURANCE COVERAGE AND CLIENT EITHER (i) WAIVES PURSUIT OF SUCH COVERAGE, OR (ii) WILL INDEPENDENTLY PURSUE COVERAGE WITHOUT FIRM'S ASSISTANCE.

We typically bill monthly throughout the engagement for a matter (on occasion, we may bill more frequently), and our statements are due when rendered. From time to time, during the course of the representation, the Firm may seek an additional retainer. We may have the need to engage local counsel, to assist us in the representation, in our sole discretion, who if engaged will invoice you separately and will be in addition to Firm's charges. We record and bill our time at the then prevailing hourly rates and in one-tenth hour (six minute) increments. [Attorney name]'s standard hourly rate in [year] is \$[rate] per hour. [List additional attorney names and rates here.] Paralegal hourly rates range from approximately \$[rate] to \$[rate] per hour. Our hourly rates shall remain subject to increase on January 1st of every calendar year. The retainer amount set forth above will be kept in our trust account and will be either applied to the final invoice or returned to you for any unused portions.

Our invoices will also include out-of-pocket expenses that we have advanced on behalf of the Client(s) for certain support activities. Advanced costs generally will include such items as courier services, complex document production sent to a vendor, electronically stored information (ESI) gathering by a vendor, court reporter fees or costs of transcripts, mediation services with a mediator, travel expenses, postage, filing, recording, certification, and registration fees charged by governmental bodies. We may request an advance cost deposit to cover certain of such expenses. During our representation, it may be appropriate or necessary to hire third parties to provide services on your behalf. These services may include consulting or testifying experts and investigators. Because of the legal "work product" protection afforded those services that an attorney requests from third parties, in certain situations Firm may assume responsibility for hiring or retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to local counsel or the service providers (or reimbursing us for certain of these costs).

At approximately thirty (30) days prior to any evidentiary hearing or trial proceeding, or sooner, we may ask you to receive a deposit as retainer in anticipation of the costs and fees which may be incurred. You agree that you will provide this retainer promptly upon our request, and we will bill you against this amount on an ongoing basis for those costs and fees once any proceeding begins. You also agree to promptly replenish this retainer upon our request if it is later deemed insufficient to cover the fees and costs that were anticipated by us.

All invoices are due and payable within ten (10) days of receipt by Client(s). If any invoice is not paid within twenty (20) days of receipt, Firm shall have the absolute right, in its sole discretion, to suspend or terminate services until the account is brought fully current, and Client(s) expressly acknowledge(s) that Firm will not be liable for any resulting prejudice or adverse consequences. Payments on delinquent accounts will be applied first to the oldest outstanding invoice, then to accrued interest and costs, and finally to current charges. Client(s) further agree that any objection to fees or costs set forth in an invoice must be made in writing and delivered to Firm within twenty (20) days of the invoice date. Failure to provide such written objection shall constitute a complete waiver of any objection or challenge to the invoices, and the invoice shall be deemed final, conclusive, and accepted as accurate. In the event that no written objection is received within the twenty (20) day period set forth above, Firm shall have the right, without further notice to or consent from Client(s), to withdraw from the trust retainer on deposit an amount equal to the undisputed invoice balance, and any such withdrawal shall be deemed authorized by Client(s) as of the date of withdrawal. In the event of any settlement, Firm shall be paid directly from the closing proceeds, prior to any distribution to Client(s). Client(s) hereby irrevocably authorize Firm to deduct and disburse such amounts from the settlement or judgment proceeds without further consent. In the event that Client(s) fail(s) to pay outstanding fees or costs, Firm may, to the fullest extent permitted by law, assert a retaining lien over Client(s)' files and a charging lien on any recovery or settlement obtained. Such liens will be exercised in accordance with applicable Florida law and court approval requirements, where necessary.

You agree that we have made no guarantees or representations as to the outcome or the amounts recoverable in connection with this matter.

To the extent multiple clients are represented by Firm in this matter, Client(s) acknowledge(s) potential conflicts between co-defendants and/or co-plaintiffs and waive such conflicts to the extent permitted by Florida Bar Rules. Client(s) understand(s) that there may be actual or potential conflicts of interest between or among Client(s) in this matter. Client(s) acknowledge that Firm has explained the nature of such conflicts, including the possibility that differing or adverse defenses, strategies, or settlement positions may arise, and that these conflicts may materially limit our ability to represent one or more clients. By signing this Agreement, Client(s) provide(s) informed consent to Firm's joint representation to the extent permitted by the Florida Rules of Professional Conduct. Client(s) further acknowledge(s) the right to consult independent counsel regarding this waiver, and agree(s) that in the event an actual conflict arises that Firm reasonably determines cannot be resolved, Firm may withdraw from representing one or more parties, subject to court approval where required.

We may seek to use legal technology, including artificial intelligence ("AI") platforms or tools, to enhance our representation and promote efficiencies. To the extent we use any AI platforms or tools as part of our work on your behalf, that use will be limited to tasks appropriate to that technology's capabilities; it will take account of, and be consistent with, our professional responsibilities, including the duty of confidentiality; and it will support, but not replace, the diligence, expertise and judgment of our professionals. Should you have any questions or concerns in this regard, please feel free to contact the undersigned. Client(s) consent(s) to Firm's use of AI tools subject to the parameters described herein.

To the extent litigation has been threatened or is reasonably likely, the law requires you to preserve all relevant information and documents and to suspend any retention or destruction policies that may be in place. You should consult with us if you have any uncertainty or questions regarding your obligations in this regard.

We will maintain any documents you furnish us in our Client(s) files. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. We will retain any remaining documents in our files for a reasonable period of time and ultimately delete or destroy them in accordance with our record retention program schedule then in effect.

In the event that our representation is terminated, and you have not paid us for all outstanding invoices or services, we may, to the extent permitted by law, assert or file a retaining and/or charging lien against any current or future recovery, settlement sum, files or data until such invoices or services are paid.

We are also not providing you advice relating to any tax advice or implications which may result from the subject matter of our representation.

It is possible that because we have been appointed in a matter, or because we have received documents or information in the course of, or in connection with, a matter, we may be required in the future to participate in an inquiry, commission or proceedings arising out of, or in connection with, the matter. This may, for example, involve us producing documents, seeking to claim or defend your privilege to resist inspection or disclosure of certain documents or information or giving evidence at an inquiry. We will seek your instructions if these circumstances arise, but you agree to pay us for our expenses and services at then prevailing hourly rates.

We appreciate the opportunity to serve as your attorneys and look forward to a harmonious relationship between us. In the event you become dissatisfied for any reason with any aspect of our relationship, we would deeply appreciate your bringing this to our attention immediately; we will do the same if we perceive an issue with the representation. It is our belief that such issues can usually be resolved by good faith discussions between us. In the unlikely event that we cannot resolve any issue ourselves, you agree that in going forward with this representation, any issue or dispute regarding our services or the outcome of the matter shall be resolved by submission to confidential, binding arbitration, except for any disputes as to payment of our invoices or ethical grievances as more fully set forth below.

Client consents to electronic communication including email, acknowledging inherent security limitations. Client agrees to indemnify Firm and Firm's attorneys for any sanctions or costs imposed due to Client's failure to preserve evidence or comply with discovery obligations.

This Agreement represents the entire agreement between you and Firm regarding our representation, and it supersedes any prior agreements or understandings. These Terms of Engagement, and performance and enforcement of same, shall be governed by the laws of the State of Florida without reference to conflict of law rules. If any provision of this Agreement is deemed unenforceable, the remainder shall continue in full force and effect.

By executing this fee agreement you agree that, with two exceptions, any and all disputes between Client and the Firm arising out of this agreement, the Firm's relationship with Client or the Firm's performance of any past, current or future legal services, whether those services are subject of this particular agreement or otherwise, will be resolved through a binding arbitration proceeding to be conducted under the auspices of the Commercial Arbitration Rules of the American Arbitration Association in [City, County, State]. The disputes subject to binding arbitration will include without limitation, disputes regarding alleged negligence, malpractice, breach of fiduciary duty, fraud or any claim based upon a statute. Both the agreement of the parties to arbitrate all disputes and the results and awards rendered through the arbitration will be final, confidential, and binding on Client(s) and the Firm and may be specifically enforced by legal proceedings. Arbitration will be the sole means of resolving such disputes, and both parties waive their rights to resolve disputes by court proceedings or any other means. The parties have agreed that judgment may be entered on the award of any court of competent jurisdiction in the state of Florida and, therefore, any award rendered shall be binding. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The first of the two exceptions to the agreement to arbitrate is with respect to ethical grievances which Client may have. Nothing in this agreement limits, in any way, Client's right to pursue any ethical grievance

you may have against the Firm or their attorneys as permitted by applicable law. The second exception is any dispute regarding any outstanding attorney's fees and costs or invoices for same that Client(s) owe(s) Firm. Firm may initiate legal proceedings to collect any outstanding attorney's fees and costs in any court of competent jurisdiction in the State of Florida. Florida shall be the exclusive venue for resolving such disputes. In the event of such controversy regarding outstanding attorney's fees and costs, the prevailing party will be entitled to recover from the losing party all attorney's fees, costs and expenses, including for any appeal, he, she, or it incurs in bringing and prosecuting, or defending such claim or claims.

Client(s) understand(s) that by agreeing to arbitration as a mechanism to resolve all potential controversies, disputes or claims between us, except those outlined above, Client(s) is/are waiving certain rights, including the right to bring an action in court, the right to a jury trial, the right to broad discovery, and the right to an appeal. Client(s) understand that in the context of arbitration, a case is decided by an arbitrator (one or more), not by a judge or jury. Client(s) agree(s) that, in the event of such controversy, dispute, or claim between us, the prevailing party will be entitled to recover from the losing party all costs and expenses he, she, or it incurs in bringing and prosecuting, or defending, the arbitration, including reasonable attorney's fees and costs.

Client(s) have been advised to review this contract carefully to be certain that it accurately sets forth our agreement. In the event that Client(s) do not understand anything in this agreement, Client(s) will let the Firm know so further written explanation can be provided.

NOTICE: CLIENT(S) IS/ARE AWARE THAT THIS AGREEMENT CONTAINS PROVISIONS REQUIRING ARBITRATION OF CERTAIN DISPUTES. CLIENT(S) IS/ARE AWARE THAT THEY SHOULD CONSULT WITH ANOTHER LAWYER ABOUT THE ADVISABILITY OF MAKING AN AGREEMENT WITH MANDATORY ARBITRATION REQUIREMENTS. ARBITRATION PROCEEDINGS ARE WAYS TO RESOLVE DISPUTES WITHOUT USE OF THE COURT SYSTEM. BY ENTERING INTO AGREEMENTS THAT REQUIRE ARBITRATION, CLIENT(S) GIVE UP (WAIVE) MY RIGHT TO GO TO COURT TO RESOLVE THOSE DISPUTES BY A JUDGE OR JURY. THESE ARE IMPORTANT RIGHTS THAT SHOULD NOT BE GIVEN UP WITHOUT CAREFUL CONSIDERATION.

By executing this letter and the attached Agreement, the undersigned represents and warrants that he, she, or it has full power and authority to execute this letter and the Agreement on behalf of Client, and to bind Client to all terms and obligations set forth herein and therein. Client agrees to indemnify and hold Firm harmless from any claims, losses, or damages arising from any breach of the foregoing representations and warranties.

We encourage you to consult with other counsel or advisors of the choices regarding all of these matters and to consider fully the possible implications of our representation on the basis described above.

The foregoing is agreed to and approved this ____th day of _____, 20__.

[INSERT CLIENT NAME]

By: _____
[Name] Its: [Title]