

# **Standard Terms of Engagement For Legal Services**

We have no duty to represent you until we have accepted your matter, and you have accepted our Standard Terms of Engagement (“Terms”).

*The following Terms apply to all legal matters in which Corvus Law PLLC is engaged to represent a client. Our Terms may be updated from time to time, and any updated version will be made available at [corvus.law/standard-terms-of-engagement](http://corvus.law/standard-terms-of-engagement).*

## **WHAT AND WHEN**

### **Scope of Representation**

Any representation will be limited in scope to the matter(s) that we have expressly agreed to assist you with. To make sure that you and we understand and agree to the same details, we will issue a letter with the scope of our services and payment terms (“Engagement Letter”). You must sign the Engagement Letter receipt and return it for us to begin representation.

### **Prerequisites for Legal Services**

We will not begin work on your matter before the start date stated in Engagement Letter, and you may not require us to perform work before that date.

### **Urgent Representation**

If, at our sole discretion, we provide work related to a representation prior to our issuance of a scope letter in order to better provide you services, then you agree that such work was necessary, authorized and that all these Terms apply.

### **Post-Engagement Developments**

After completion of any matter defined in your Engagement Letter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage our firm after completion of the matter to provide additional advice, we have no continuing obligation to advise you with respect to future legal developments.

### **No Guarantee of Outcome**

When working on your matter we will always act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited to our knowledge of the facts and are based on the state of the law at the time they are expressed.

# WHO

## **Who Will Provide the Legal Services**

Customarily, each client of our firm is served by a principal attorney. The principal attorney, will maintain oversight over your matter and be ultimately responsible for your matter. Work may be performed by other lawyers and legal assistants with our firm, subject to the supervisory role and oversight of the principal attorney.

In some circumstances there may be additional assistance needed to resolve your matter. With your written permission we may delegate some or all of your matter to licensed attorneys outside of our firm. Such delegation may be for the purpose of involving other lawyers with special expertise in a given area of law or for the purpose of providing services to you on the most efficient and timely basis. If any outside attorneys' fees are different than our own we will discuss the expected fees with you and have a signed agreement between us regarding their payment.

## **Attorney's Authority**

For your convenience and to assist us with our representation of you for any matter covered by these Terms, you give us full power and authority to execute all filings, pleadings, documents, claims, deposits, drafts, checks, releases, orders, and contracts related to the matter. You also provide us with express authority to communicate this authority to various third parties. If we are unable to locate you, you grant us authority to resolve your case or matter as we see fit within our judgment and which is in your best interest.

## **Attorney-Client Communications**

The communications between us can and should be direct and open. To enable us to provide services effectively, you agree to disclose to us fully and accurately all relevant facts and keep us informed of all developments relating to your matter. You agree to notify us immediately of any change in your address, telephone number, email address, or other contact information. Our default means of communication with you will be by email.

## **Attorney-Client Privilege**

Communication between you and us relating to legal advice, including both information you provide to us that is necessary to explain the legal problem and our legal advice to the you, are "privileged" from disclosure as long as the communications are confidential, and you do not waive the privilege.

You may waive any attorney-client privilege by telling others about the confidential matters discussed, even if you did not intend to waive that privilege.

## **Notice of Required Disclosures**

You agree we may disclose confidential information to any appropriate state or federal government entity as required by law.

You agree we may disclose confidential information to providers of support services, including translation services, as required and to the limited extent necessary to provide adequate representation to you in this matter.

## **Virtual Firm**

Our firm operates on a paperless “virtual” firm model. We typically respond to client communications within one business day, Monday through Friday. Our primary methods of recordkeeping are industry standard cloud-based electronic methods. Should our representation of you require any printed documents, we will deliver all original documents to you by the close of your matter and maintain only electronic copies.

You agree that you are aware of and consent to the retention, maintenance, and storage of your information and records relating to our representation of you in the following forms and locations: paper (in office and/or storage files) and electronic (e.g., computer, handheld devices for email, fax, and via the Internet using cloud storage).

## **Electronic Communication**

You agree to receive communications electronically at any email address or other communication method you provide to us, including but not limited to billing statements, legal advice, marketing, government filings, and other documents. We may provide notice of any changes to these Terms via email.

## **Client File**

We will keep any records as required by law for the period required by law, such as accountings of trust funds. Additionally, we may keep copies of your files after the conclusion of your matter. A reasonable fee for accessing and transmitting additional copies of your files or documents may be charged.

Certain documents, such as attorney notes, may be private and confidential to the attorney and you specifically agree that this is reasonable and agree not to demand or dispute any documents that are redacted from the file.

## **Translated Documents**

If we transmit a document to you in any language other than English, such document is to aid in providing you adequate representation. The original English document of any contract, agreement, or other legal document between us will be the binding document and no translation will be binding upon the Parties.

# **CONFLICTS, WITHDRAWAL, AND TERMINATION**

## **Conflicts of Interest**

Before providing an Engagement Letter, we will perform an investigation based upon the information you provided to us, to the extent we have deemed necessary, into potential conflicts of interest. We will explain any identified potential conflicts in your Engagement Letter. We may require you or other parties to complete waivers of conflict before we represent you in your matter.

You are free to decline to sign any waiver at your own discretion. If you or others choose not to sign a required waiver, then we will decline representation on the matter. Any signed statements of waiver are incorporated into your agreement with us.

We may now or in the future represent other people or entities with whom you may compete with, have a dispute with, have transactions with, who may be among your suppliers or customers, or who may have other business with you. We do not expect that such representation will pose any conflicts of interest. We are barred from using any information that relates to our representation of you to your disadvantage. However, if a conflict of interest is discovered, we may be ethically restricted from continuing to represent you, the other affected party whose interest in such matter is directly or materially adverse to your interest, or both you and the other party. If such a conflict of interest should develop, we will notify you as promptly as possible and we will discuss the potential impacts of such conflict on our engagement with you.

### **Withdrawal of Representation**

We reserve the right to withdraw from representing you for any reason permitted by any relevant jurisdiction's Rules of Professional Conduct. These reasons may include but are not limited to:

1. If you fail to honor the terms of this letter (including a change in the objectives of our engagement that we have not agreed to);
2. We identify a material conflict of interest;
3. Harassment or other unprofessional conduct;
4. If you fail to cooperate or follow our advice on a material matter; or
5. If any fact or circumstance would, in our view, render our continuing representation of you unlawful, unethical, or ineffective.

If we elect to withdraw for any reason, you agree to take all steps necessary to free us of any obligation to perform further, including the signing of any documents necessary to complete our withdrawal. Withdrawal is effective as soon as we notify you in writing.

### **Loss of Contact**

If you do not respond to communications sent to you by us, then we may not be able to proceed on your matter. We disclaim all liability, including but not limited to damages and/or costs, you may incur because of your failure to respond to communications in a timely manner. If our attempts to communicate with you go unanswered for a period of 30 days, then we may withdraw our representation on your matter.

### **Termination of Representation**

You may terminate our representation of your matter at any time – with or without cause. Termination is effective as soon as you notify us in writing.

### **Payment Due at Termination or Withdrawal**

If termination or withdrawal occurs, you are still responsible for payment of all legal services and expenses already incurred on your matter. Payment will be due in accordance with the payment terms agreed to for that matter. In the event of termination or withdrawal for a matter that is being billed as a flat rate fee agreement you will be responsible for a prorated amount of that fee in accordance with the amount of work already performed.

### **Return of Papers and Property upon Termination or Withdrawal**

If termination or withdrawal occurs, any papers and property you provided to us will be returned to you promptly. We will retain our own files pertaining to the matters on which we have worked, which may include copies of any papers and property you provided to us.

### **Access to Work Product upon Termination or Withdrawal**

If termination or withdrawal occurs, you may request copies of any work product (documents that we have been requested to create as part of your matter). We use a digital client portal which permits the client to have access to all relevant documents for their matters. This will be our default form of providing documents unless another format is requested in writing. If you request another format we may charge a reasonable fee to comply with your request.

### **Billing and Payment - Fees for Services**

You agree to pay us for legal services based upon our hourly rates for the actual time we work on your matter – unless we reach a different written agreement with you (such as a contingency fee or a flat rate fee). If your Engagement Letter for a matter does not specify billing rates then the guideline rates for our firm shall be used for that matter.

### **Billable Time**

Billable time includes, but is not limited to:

- performing research directly related to your matter;
- developing materials for your matter;
- internal communications and meetings regarding your matter and materials for it;
- responding to your communications with us;
- traveling to meet with you or other persons connected to your matter;
- administrative tasks (such as scanning, copying, and data entry); and
- meeting with you or other persons related to your matter.

### **Guideline Rates**

Unless stated differently in your Engagement Letter, we will bill for all our work according to our hourly guideline rates at the time of this agreement.

The hourly guideline rates for professionals within the firm are as follows (subject to periodic adjustment):

- **\$260.00** per hour for all billable time of attorneys.

However, some matters may require a higher billing rate based upon the nature and scope of representation.

### **Expenses**

We will charge you the reimbursement cost for certain out-of-pocket and other expenses reasonably incurred in the performance of our services. Typical examples include but are not limited to government filing fees, travel costs including meals and lodging if required, translation, international telephone charges, filing fees, courier charges, delivery or mail charges, printing, reproduction and word processing charges, and computerized research charges.

You may need to pay some large third-party charges directly, such as court reporter fees or bulk translation services. Whenever possible, we will furnish an estimate based upon our professional judgment of large expenses, but such estimates are provided with the understanding that it is not a maximum or fixed fee quotation.

### **Flat Fee Arrangement**

We may offer flat rate billing to cover certain limited matters. Offering flat rate billing on any matter is at our sole discretion. If your Engagement Letter includes a flat rate billing matter then you will be billed a fixed price for the defined services, regardless of the hours worked by our firm for that limited matter. In all such situations, the flat fee arrangement will be expressed in your Engagement Letter, setting forth both the amount of the fee, prepayment requirements, and the scope of the services to be provided.

### **Availability Retainer**

You may request an availability retainer to guarantee the availability of an individual attorney, or the general availability of our firm. This availability retainer is non-refundable and considered earned by our firm on the first day of the availability period to the fullest extent permitted by law. The availability retainer amount may change depending on the type of matter.

Such availability retainer is paid to ensure our Firm's availability for future legal services and/or as consideration for our Firm's unavailability to a potential adverse party. The availability retainer is not prepayment for legal services to be rendered in the future.

### **Advance Fee – Pre-payment for Legal Services**

Before beginning work on your matter, we may require an advance fee to be deposited in our firm's trust account as pre-payment for legal services to be provided. The advance fee will be charged for fees and expenses as our legal services are provided.

Advance fee funds will be placed in a general pooled trust account with funds held for other clients, but we will keep separate records of deposits and withdrawals for your account. Interest earned on the general pooled trust account is paid to a charitable foundation established by the Tennessee Supreme Court.

Our Firm has the right to request changes to the advance fee deposit amount from time to time based on our Firm's estimates of additional work to be done on the matter. Regular statements of the advance fee balance will be provided to you. As the advance fee is depleted by charges for our services and expenses, you may be required to replenish it.

At the conclusion of our legal representation, or at such time as the current advance fee amount is unnecessary in our sole discretion, any excess unearned balance will be returned to you.

If you fail to promptly provide an advance fee deposit after our Firm's request, we may withdraw from our representation of you.

We may refuse to accept payment of any advance fee via credit card.

### **Advance Fee for Multiple Matters**

If you have multiple matters with our firm at the same time we may require separate advanced fees for each matter. At our sole discretion we may instead permit you to use a combined advanced fee to apply to all or some of your matters. If you choose to use a combined advanced fee for multiple matters, then we may charge any of those matters against that combined advanced fee. All other terms relating to advanced fees shall apply to a combined advanced fee.

### **Trust Arrangements for Held Funds Specific to a Matter**

In certain circumstances the funds held for you may be placed in an individual trust account specific to you and your matter. Any interest accrued on this account shall belong to you.

### **Fees Not Refundable**

All fees earned by us are non-refundable to the extent permissible by law.

### **Payment Methods**

We accept the following forms of payment:

- Cash
- Personal or Business Check
- EFT or Electronic Funds Transfer
- Credit or Debit Card

We may delay delivery of legal services until the funds have been verified as transferred by our financial institution.

### **Billing Statement**

Billing statements for services and expenses will be sent monthly – unless your Engagement Letter has a different payment schedule. Payment of each billing statement will be due within fourteen (14) calendar days of date of the statement. Billing statements will include a summary of the time spent on your matter and any expenses incurred during the period billed.

### **Online Payments**

As a convenience to our clients, we accept payment for our services via certain online payment-processing services. The use of these services carries potential privacy and confidentiality risks. Before using one of these services, you should review and elect the privacy setting that ensures that information relating to our representation of you is not inadvertently disclosed to the public at large.

### **Unpaid Bills**

Your bill is overdue if not paid in full by the due date. Your bill will become delinquent if not paid in full within fourteen (14) calendar days after the due date of the billing statement. We may give you notice if your account becomes overdue or delinquent, however lack of notice shall not change your overdue or delinquent status.

Interest will begin to accrue when the bill is deemed delinquent. Interest will be calculated by multiplying the unpaid balance by the periodic rate of 0.75% per month compounded

monthly or to the maximum interest rate permitted by law, whichever is lower. The unpaid balance will bear interest until paid.

If the delinquency continues and you do not arrange satisfactory payment terms you agree we may withdraw from the representation and pursue collection of your account. You agree to pay any reasonable attorney fees or other expenses incurred by us in pursuit of such collection or billing action, regardless of outcome.

### **Non-Client Payor**

If someone other than you is paying for our services, both you and that payor acknowledge that our duties as attorneys are owed to you and not the other payor. Should a conflict arise between the duties we owe to you and the other payor's interests that might materially limit our representation of you, we will resolve this conflict in a manner consistent with any relevant jurisdiction's Rules of Professional Conduct.

## **OTHER PROVISIONS**

### **Inconsistent Terms**

If the Engagement Letter for any matter contains terms that are inconsistent with terms found in this document, the inconsistent terms in the Engagement Letter will be used for that specific matter. All non-inconsistent terms of these Terms shall remain in full force and effect for that specific matter.

### **Electronic Signature**

Any electronic signature by a Party shall have full force and effect as if it were signed manually.

### **Severability**

Parties agree that, if any court or arbitration panel finds that any portion or provision of these Terms or any agreement including these Terms is illegal, invalid, or unenforceable, the validity of the remaining parts, terms, and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, and each such unenforceable portion or provision shall be deemed not to have been a part of these Terms.

### **Terms Part of All Agreements**

These Terms will be an integral part of our services to you and will apply to all matters in which we represent you.

### **Firm Waiver of Rights**

Neither the failure nor any delay on the part of our Firm to exercise any right, remedy, power or privilege under these terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by our Firm.

## **Choice of Law**

Any agreement to provide legal services by us is deemed entered into in the State of Tennessee and shall be construed, interpreted, and enforced in accordance with the laws of the State of Tennessee without regard to the conflicts of laws rules of Tennessee or any other state. If there are any court proceedings arising out of or relating to this Agreement or the transactions contemplated hereby, such proceedings shall be brought and tried in, and the Parties consent to the jurisdiction of, the appropriate federal or state courts situated in or closest to the City of Murfreesboro, and County of Rutherford, State of Tennessee.

## **Headings and Terms of Construction**

The section headings contained in these terms are inserted for convenience only and will not affect in any way the meaning or interpretation of any agreement. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall apply to all genders.

## **No Advice Regarding this Agreement.**

We are not acting as your counsel about whether you should sign an Agreement engaging our legal services on any matter. If you wish to be advised on whether to enter into an agreement with us, then you should consult with independent legal counsel of your choice.

## **No Assignment**

You may not assign, transfer, or otherwise convey your rights or obligations under this Agreement without our consent. If you are an entity and you are acquired by another person or entity, we will not be deemed to represent the acquirer, and no attorney-client relationship will exist between us and the acquirer, absent our written consent.

We look forward to working with you!

Corvus Law PLLC  
833-4CORVUS / (833) 426-7887  
office@corvus.law