

## TERMS OF LEGAL SERVICES

A foundational principle of The Keel Group Ltd.'s ("Keel Group") business relationships is open and honest communication. We, therefore, start each relationship with a simple outline of the promises and expectations that (i) we make to our clients regarding our representation and service responsibilities, and (ii) our clients make to us regarding their responsibilities. These principles underlie every aspect of our relationship.

### The Keel Group:

- Will provide legal counsel and assistance to you, the client, on the engaged Matter in accordance with the terms of this Agreement and the Legal Services Engagement Letter. Though Mr. Bergethon, President of the Keel Group, is licensed as both an attorney and a Certified Public Accountant ("CPA"), the legal counsel and assistance contemplated by this Agreement does not include providing attestation, compilation, audit or any other services in the capacity of a CPA or CPA firm.
- Will use its best efforts and collective expertise, skills, experience, and legal, tax, and business competencies in representing you. **HOWEVER, THERE IS NO GUARANTEE OR ASSURANCE AS TO ANY OUTCOME OR POSSIBLE OUTCOMES.**
- Will keep you reasonably informed of progress and developments.
- Will respond to your inquiries within a reasonable period of time.
- Will charge fairly in accordance with the terms of this Agreement.
- Will invoice you regularly outlining the services rendered and costs expended.
- Will, to the extent authorized by law, keep in strict confidence communication between you and the Keel Group recognizing that communication with you is privileged.
- Will not undertake any engagement known to it to be in conflict with your interest in the engaged Matter unless the Keel Group receives your prior approval.
- May provide an addendum to the Legal Services Engagement Letter if additional matters arise that are within its competence. That addendum shall specify what additional services may be provided and what the fees or costs involved may be.

### Unless otherwise agreed to in writing by the Keel Group and You, You, the client:

- Acknowledge and agree that though the Keel Group is the organization responsible for the representation contemplated by this agreement, the Keel Group may consult with others as needed and may delegate certain aspects of the representation to others, including contract attorneys.
- Agree to fully and accurately disclose to the Keel Group all facts that may be relevant to the engaged matter or that the Keel Group may otherwise reasonably request.
- Agree to cooperate fully with the Keel Group in all matters related to the engaged Matter and the Keel Group's representation of you. Including, but not limited to, making yourself available to attend meetings, conferences, hearings, and other proceedings.
- Agree to provide information and/or documentation requested by the Keel Group promptly, and to keep the Keel Group apprised of developments relating to the engaged Matter.
- Will provide information and guidance to the Keel Group to assist the Keel Group in providing its services.
- Acknowledge that you will be responsible for advising the Keel Group whether any document that the Keel Group has (i) prepared, or (ii) received and sent to you for approval or review, reflects your reasonable expectations.
- Acknowledge that your non-cooperation may be grounds for the Keel Group's withdrawal, and, thus, it is essential that you and the Keel Group maintain open communication.
- Authorize and direct the Keel Group, to the extent that it deems advisable and necessary, in the event that you are unreachable after a reasonable attempt has been made and an action is required, to take any and all actions on your behalf.
- Acknowledge that either at the beginning or during the course of the Keel Group's representation, attorneys and other persons associated with the Keel Group may express opinions or beliefs concerning the engaged Matter or various courses of action and the results that might be anticipated. **ANY SUCH STATEMENT IS INTENDED TO**



**BE AN EXPRESSION OF OPINION ONLY, BASED ON THE INFORMATION AVAILABLE TO THE KEEL GROUP AT THAT TIME AND MUST NOT BE CONSTRUED BY YOU AS A PROMISE OR GUARANTEE OF ANY PARTICULAR RESULT.**

- **ACKNOWLEDGE THAT NO GUARANTEES OR ASSURANCES AS TO THE FINAL OUTCOMES ARE POSSIBLE IN ENGAGED MATTERS.**
- Acknowledge and agree that you have the right to terminate this agreement (i.e., request that the Keel Group cease representing you) at any time and for any reason, subject to payment of any final billings.
- Acknowledge and agree that the Keel Group reserves the right to withdraw from representation, subject to the ethical restrictions imposed upon it by the applicable Rules of Professional Conduct. If the Keel Group chooses to terminate representation, reasonable notice will be given to you.
- Acknowledge that the Keel Group's representation does not entail a continuing obligation to advise you, after the completion of an engaged Matter, concerning subsequent legal developments that might have a bearing on your affairs generally or subsequent legal developments related to or that might have a bearing on the engaged Matter.
- Agree that in the event that additional matters arise, the Keel Group may provide additional services outside the initial scope of the engaged Matter; notwithstanding any additional agreement, all terms and conditions addressed in this Agreement not specifically altered in a writing signed by both you and the Keel Group shall apply to all services provided by the Keel Group.

### **DEPOSIT AND FEES**

- Acknowledge and agree that, to the extent that the Keel Group estimates total fees and costs associated with the engaged Matter, **SUCH ESTIMATES ARE SIMPLY ESTIMATES** based on similar matters, the actual legal fees may be greater or less than this estimate.
- Agree to pay the requested initial deposit against legal service fees to be incurred ("Deposit").
- Acknowledge and agree that the Deposit will be deposited in the Keel Group's Escrow account and the Deposit will be applied against your invoices as the invoices are provided to you.
- Acknowledge and agree that if the deposit is exhausted prior to conclusion of the engaged Matter, the Keel Group reserves the right to request replenishment of the Deposit before additional work is performed. The portion of the deposit not applied will be refunded to the extent that it has not been utilized in providing services for the engaged Matter.
- Acknowledge and agree that Keel Group fees are determined by multiplying current hourly rates by the time expended, in increments of one-fourth (1/4) hours.
  - Service rates currently range from \$175.00 to \$325.00 per hour for attorneys, depending on the experience and expertise of the attorney, and \$75.00 to \$145.00 per hour for support professionals.
  - Hourly rates are reviewed and, when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors.
  - The Keel Group does not generally send any notice of a change in hourly rates.
- Acknowledge and agree that the time the Keel Group devotes to the issues presented (and will therefore invoice you) will include, but not be limited to, the time spent during document preparation and review; legal research; correspondence; all meetings, including any initial meeting; and time spent on the telephone with you or others.
- Acknowledge that the Keel Group will not charge you for routine office expenses that it incurs in representing you, such as routine postage, telephone, copy, and fax charges.
- Agree that you are responsible for the payment of any non-routine expenses incurred on your behalf, including reimbursements for all disbursements advanced by the Keel Group. Such expenses and disbursements include, but are not limited to, filing fees, outside photocopying and facsimile charges, extraordinary long distance telephone calls, delivery fees, travel expenses, and computer research charges. Costs exceeding \$25.00 may be billed directly to you, for which you agree to make prompt, direct payment to the third party vendor.
- Authorize the Keel Group, in its reasonable discretion, to employ other attorneys, including contract attorneys, whose time is billed at rates ranging from \$100.00 to \$325.00 per hour.
- Agree to allow the proceeds derived from the "closing" of the engaged Matter to be deposited with the Keel Group in its trust account, subject to Interest on Lawyers' Trust Accounts (IOLTA) requirements, and applied against bills for legal services and disbursements.
- Agree to pay amounts invoiced by the Keel Group upon receipt.



- Agree that if there are any questions on invoices from the Keel Group you will contact the Keel Group promptly, otherwise the Keel Group will assume everything is satisfactory.
- Acknowledge and agree that any unpaid invoice may be charged interest not to exceed 18% per annum, on any bill outstanding for more than 30 days.
- Agree that any controversy, dispute, or claim arising out of or relating to this Agreement or our representation of you in this engaged Matter or future matters shall be resolved through binding arbitration. This section shall include disputes related to fees, charges, expenses, performance of legal services, or other aspects of the Keel Group's representation. Arbitration shall occur in Virginia Beach, Virginia, in accordance with the rules then in effect for the American Arbitration Association. Judgment rendered by the arbitrator(s) shall be binding and shall be entered in any court having jurisdiction thereof. **YOU ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE RELINQUISHING YOUR RIGHT TO BRING AN ACTION IN A COURT OF LAW AND TO A JURY TRIAL.**

#### **BINDING AGREEMENT**

The foregoing represents the entire agreement between you, the client, and the Keel Group and is not assignable. By signing below, you acknowledge that this Agreement has been carefully reviewed and its content understood by you, that it properly outlines your understanding of the attorney-client relationship, and that you agree to be bound by all of the terms and conditions included herein and agree that the law governing this agreement shall be the laws of the Commonwealth of Virginia. Your acceptance of these terms and conditions will apply retroactively to the date that the Keel Group first performed services on your behalf. **Furthermore, YOU ACKNOWLEDGE THAT THE KEEL GROUP HAS MADE NO REPRESENTATIONS TO YOU REGARDING THE OUTCOME OF THE ENGAGED MATTER.**