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MARTIN M. SHENKMAN*

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■ ADMITTED NY, NJ, OF COUNSEL

^ ADMITTED NJ

2020 Probate Billing Arrangements

Client Name [Last, First]: Estate of:
Work to Be Done/Work on Hold/Work to be Handled by Executor or Others
[X] Meetings (meeting time billed hourly, including initial consultation and memo)
[X] Memorandum.
[] Begin estate administration process.
Fees
All probate work billed at hourly rates (see rate details below). All filing fees and expenses are in addition to hourly rates and must be paid in advance of filings. Tax returns must be prepared and filed by your CPA. Minimum fee for an initial consultation is \$2,500.
Work Excluded/Caveats: No guarantees of results. Every plan has drawbacks and risks.
[X] Investment planning, international issues, foreign reporting, tax preparation or filing.
[X] Will contests or litigation.
[X] Insurance selection/analysis matters.
[X] Determining discounts.
[X] Asset transfers, unless otherwise agreed in writing.
[X] IRA or Pension Rollovers.
[X] Elder law/Medicaid planning.
[X] Valuation matters and Appraisals.
[X] Preparing or filing any tax returns.
[X] Corporate, LLC, FLP matters.
[X] Environmental and real estate issues.
Billing: Initial Payment Made: \$.00. Initial Payment Requested \$.00.
New York clients acknowledge viewing a copy of the Statement of Client Rights, Part 1210, Title 22 of the Official Compilation of Codes, Rules and Regulations of the State of New York.
Retainer: \$.00 by check deposited in attorney business account until work completed or representation terminated.
Billing Rates for Hours/Fees (Due if in Excess of Quotes): Shenkman \$745; Tietz \$315; Other staff: \$50-75; Attorney Consultant \$450; outside non-attorney consultants at cost. Subject to change. Minimum charge 10 minute increment.
Expenses: Research, Lexis, copies, Federal Express, hand delivery, are billed separately. Estimated filing fees and probate fees are to be paid in advance. Accountings are often done by an outside service and the cost billed separately. Lien and judgment and other searches may be conducted to identify assets and liabilities.
Payment Schedule: Initial Payment and Retainer above due at initial meeting or commencement of work and deposited into attorney business account (not attorney trust account). Filing fees and court costs must be paid in advance of filings/proceedings. All hourly work billed monthly, due on receipt. All bills to be current prior to release of documents. Work after filing of estate tax return or signing documents will be billed hourly on a monthly basis thereafter, due on receipt. Check, credit card accepted. New Jersey clients are entitled to fee arbitration under the Fee Arbitration Rules Sec. 1:20A-6. Work may be stopped on any bill more than 30 days past due.

Understood, agreed and accepted all terms on this page and the separate "Additional Engagement and Billing Terms":

_____ and _____

Estate of: _____

By: _____ and _____, Executor, Executor

Date: _____, 2020

Accepted and Agreed by Martin M. Shenkman, P.C.

By: _____

Date: _____, 2020



Shenkman Law
Additional Engagement and Billing Terms

We appreciate the opportunity to represent you. Our goal is to help you move towards achieving your goals and to establish a long-term relationship as a counselor to you, your family and your loved ones. Legal representation can entail a host of complex issues. Therefore, through this and the related Billing Arrangement documents (“Documents”), we will explain many aspects of our relationship to confirm a clear, mutual understanding of the services we are to perform, and the terms under which those services are to be performed. If, at any time, but preferably before we begin our representation, you have any questions regarding any aspect of our representation, we encourage you to contact us so that any issues can be promptly resolved to our mutual satisfaction. If any provisions in these Documents are unclear or not agreeable to you, call or email us to discuss them before we begin our representation. Please be certain that you understand all the general “Billing Arrangements” document, the “Drafting Fees Billing Arrangement,” if applicable, and this “Additional Engagement and Billing Terms.”

1. **Engagement:** You have asked us to represent you for matters described in the general “Billing Arrangements” document. We will only be responsible for those matters, which will be further delineated in our communications to you (the “Matter”). Any changes to our representation of you and scope of assistance with the Matter, or other matters, must be approved in writing. Our assistance regarding the Matter is undertaken solely for your benefit and does not provide contractual rights to any other person. Your use of our work product regarding the Matter shall in any event be limited to the stated purpose in the Matter and is for your use only and is not to be relied upon by third parties. You are not engaging us for business, financial, or insurance advice. Our professional services are limited solely to legal matters. We do not review or in any way evaluate any investment or insurance product. You agree that we may represent a party with interests directly adverse to yours so long as that adverse representation is not substantially related to the Matter and so long as we believe that our responsibilities to you and the other client would not be adversely limited by the concurrent representations. If you are a couple you agree that should you divorce, after the divorce we may represent either of you. You must fully and accurately disclose all information to the Matter. Our representation of you regarding the Matter does not give rise to an attorney-client relationship in any manner outside what is specifically indicated in the Billing Arrangement document, including any other entities or trusts you may have an interest in or the parent, subsidiaries or other affiliates of any entities or trusts we do represent.

2. **Fees:** ■ You agree to pay our reasonable attorney's fees and expenses for our work on the Matter (even after our representation has concluded) including hourly rates as well as, if applicable, drafting fees per the Drafting Fees Billing Arrangement, which are billed in addition to hourly fees. ■ Any fee estimate is a minimum only. ■ Fees and hourly rates are revised periodically. ■ No promise of maximum/flat fees is ever made. ■ If complications or additional issues arise, meetings take longer than anticipated, etc., fees will be greater. ■ Time is billed based on actual time spent at the billing rates, including outside consultants, then in effect, plus drafting fees and, with consideration to rules of professional conduct, charges to reflect the novelty and difficulty of the particular matter, the skill requisite to perform the legal service properly, the creativity involved, the fee customarily charged for similar services, the time limitations imposed by you or the circumstances, the responsibility assumed, the time-saving use of resources (including research, analysis, data and documentation) that we have previously developed, the nature and length of the professional relationship with you, and the experience, reputation, and ability of the lawyer performing the services. ■ In some cases, minimum fees may be assigned for particular services to reflect the considerations outlined above. By way of example and not limitation, if there is a rush of clients endeavoring to complete planning in advance of the 2020 election, minimum fees will be established for various irrevocable trusts and other planning. ■ All time spent on telephone calls and

Additional Engagement and Billing Terms

Page -2-

emails is billed, including but not limited to time calling or emailing outside advisers or other persons relevant, in our judgment, to the work being completed, with a minimum of 10-minutes of times. You will be charged at the hourly rates for each attorney for all hours of attorney travel pertaining to your matters. In addition, any expenses incurred for air fare, taxi, Uber, car rental, meals, lodging and other reasonable travel expenses will be billed to you. We may retain outside consultants (typists, clerical, investigators, social workers/care managers, attorneys, CPAs, etc.) to provide services with respect to your Matter and bill you for those services which you agree to pay to us. You recognize and acknowledge that these persons (and the firm's IT consultants and certain other vendors) may have access to certain confidential information to perform their tasks. We return all original client documents, we retain no original documents. ■If we provide any information electronically after the return of your original documents, there will be a charge to provide copies from our electronic files. The charge will be billed at normal hourly billing charges and expenses with a minimum charge of \$250.00 (or a minimum charge of \$1,000 if the documents requested are to be Bate Stamped). You agree all such charges will be paid in full and in advance before we release any documents. Time charges will be billed in 10 minute increments. ■You understand that if planning is implemented where you have established trusts in a different state from your residence (i.e. you live in New Jersey and create a Nevada trust) we will collaborate with local counsel, and the trust company that acts as trustee of the trust, to have meetings in the state where the trust is established, which may assist with establishing nexus in that state. You agree that reasonable compensation, at our hourly rates at the time of the meeting, along with expenses (i.e. local counsel charges for meeting regarding the trust, etc.), will be charged for these meetings.

3. **Client Responsibilities:** You as the client have significant responsibilities if our relationship is to succeed and progress is to be made towards achieving your planning goals. ■You must review all documents and communications we send to you. ■You must notify all of your advisers of the importance of collaboration on your matters. ■You must provide us with complete and accurate information. If facts change you must notify us so that we can discuss the impact on planning. This may include, but is by no means limited to, change in family members or other important people such as fiduciaries (birth, death, marriage, health changes), moving to a new state, changing net worth, new accounts or asset titles, new beneficiary designations, important communications from your other advisers, health issues, and more. We cannot provide a comprehensive list because sometimes what appears to be minor or innocuous changes could have a significant impact on your planning, so if there is any uncertainty you agree to notify us. ■You should consider the general communications we send you and contact us if you believe any might apply to you so that we can help you determine whether modifications to your planning or documents are appropriate. If you are not receiving communications from us it is your responsibility to be certain we have a current physical address and email address. You can add additional email addresses to some of our mailing lists at www.laweasy.com and www.shenkmanlaw.com. You should consider having your other advisers, trustees, executors, etc. sign up so that they can also be updated on matters that might affect your planning and their roles. ■Your cooperating with the planning process, and maintenance of plans once completed, is essential. As one example, we do not monitor the timing of when promissory note, guarantee fee, or annuity payments may need to be made. There will be numerous steps that you will need to take to maintain the integrity of your planning once documents are signed.

4. **Third Party and Other Claims:** You agree to pay our reasonable attorney fees and expenses for time spent assembling documents, depositions, testifying, etc. even after your file is closed, if requested by you or third parties, at hourly rates then charged, including preparation and out of pocket costs (e.g. identifying documents, Bate Stamping and organizing documents, phone

Additional Engagement and Billing Terms

Page -3-

calls and emails, travel, copying, etc.). This shall not extend our attorney client relationship. This billing shall include the time and expenses that we may incur responding to discovery requests regarding this engagement, time and expenses that we may incur in defending any claims relating to the Matter if the case is adjudicated and we are not found liable or is settled with your consent. You will pay directly or reimburse us for all losses, claims, damages, liabilities, and expenses (including for our time at our usual rates and our attorney's fees and expenses) suffered by or asserted against us (Martin M. Shenkman, P.C., a/k/a "Shenkman Law", or its partners or personnel) in connection with, arising out of, or in any way based upon or relating to our representation including the services with respect to the Matter, including, but not limited, to any claim arising from your misrepresentations, false or incomplete information provided to us in performance of tasks required in the Matter, expenses incurred in connection with investigating, responding to, defending, or preparing to defend against any such loss, damage, or liability, or any pending or threatened claim, action or discovery request arising therefrom. However, any loss, damage, liability, action, or claim to the extent the same is determined, in a final judgment by a court having jurisdiction, to have resulted from professional malpractice shall be excluded from the preceding.

5. **Co-Counsel**: If we serve as co-counsel with another firm in connection with any matter you understand and agree that our consultation and communications with co-counsel are necessary for us to render legal advice to you. If we serve as co-counsel, under no circumstances will we be liable for claims arising from legal work performed by co-counsel.

6. **Bills**: Bills are sent approximately monthly and are due on receipt. If a meeting is scheduled to review and/or sign documents, we will have spent considerable time preparing for that meeting. Therefore, if that meeting is cancelled, any outstanding charges will be submitted for payment. We may stop work if any bill remains unpaid for more than Thirty (30) days and charge interest at 12% per annum. You authorize us to credit payments between any family/entity accounts. Disputes shall be brought to us and not to any credit card company. If we represent more than one person on the Matter (i.e. both you and your spouse/partner, business partner, etc.) each person we represent is jointly and severally liable for any fees or expenses rendered related to the bills sent. Any question or dispute on a bill must be communicated to us in writing or email within 30 days of the date of the bill, or it is waived by you.

7. **Records**: ■ Almost all our files are electronic, and most are cloud based. ■ We do not hold any original documents, except for a brief period to scan or process documents you provide or sign, after which they are all returned to you at your expense. You must safeguard all originals. We never hold any items classified as "client property." ■ Client paper files are destroyed after documents are scanned, or in our discretion, at later date. ■ Since you are provided with any letters, memorandum and all documents directed to you, you will have at all times (other than a brief processing period after you sign documents) the entirety of your client file. You are responsible to maintain these records, as well as the original documents. Therefore, any files, electronic or otherwise, may be destroyed in our discretion at any time since you will at all times hold the entirety of your client file. ■ If you or any other authorized person requests that we provide any contents of your client file at any time the charges set forth above will be paid. ■ We may determine in our legal judgement to hold certain electronic files, and/or to destroy them after Seven (7) years from the earlier of: the date the document was provided to us or the date of our preparation of the document, or otherwise. ■ Documents containing our attorney work product, mental impressions or notes, as well as all drafts documents shall be and remain our property and are not part of your file. Electronic documents, including but not limited to internal emails, documents containing or reflecting our internal deliberations or self-evaluations, and our internal databases, shall remain solely our property and are not considered part of your file. We may destroy all emails we determine not to

Additional Engagement and Billing Terms

Page -4-

save to our files within a short duration. Therefore, you should retain any emails (or other documents) you receive for your records if you wish to do so. Any requests for electronic documents will be met at your cost, including outside legal fees to determine what you are entitled to, and staff time, to the extent legal ethics permit charging for providing such documents.

8. Communication: ■ You acknowledge and agree that we have no obligation to share with you confidential information obtained from any of our other clients, even if such information is material to you and your interests. ■ Your agent under your power of attorney, another fiduciary, or any adviser (e.g., CPA), may request information about your Matter or from your file. For us to assist them, you hereby authorize us to exercise our absolute and sole discretion as to what action, if any, is appropriate. ■ You authorize us, in our sole discretion, to communicate, or not communicate, with any person named as fiduciary, successor fiduciary, or beneficiary, in any document, as well as your financial adviser, insurance consultant, other counsel, or other advisers, etc. ■ You understand and agree that this authorization may constitute an express waiver of the attorney-client privilege. You, and your successors, hold us harmless from the exercise, or non-exercise, of these powers. Emails may not be encrypted. ■ You acknowledge that the failure to encrypt might undermine the confidentiality, or the attorney client privilege, that might otherwise apply to the documents transmitted via regular email. ■ You may request any or all electronic communications be made through a Sharefile account we can create for you. There will be confidential information uploaded to the ShareFile portal created for you. You shall at all times comply with the terms of use of the ShareFile portal, and exercise caution to whom you permit access to your information through the portal, and at all times remain responsible for that data. You recognize that all means of communication are susceptible to misdirection, delay or interception. ■ Many banks and financial institutions cannot access Sharefile necessitating sending information to them via Email for efficiency and you authorize same. ■ Email and cellular telephone communications present special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. You consent to our use of Email and cellular telephone communications in representing you. Please do not assume we have received any text message unless you verbally confirm that we have. You understand that your clear and responsive communication is essential to our representation and if you fail to communicate, we may terminate our representation.

9. Client Rights: You will be provided a copy of the Statement of Client Rights, Part 1210, Title 22 of the Official Compilation of Codes, Rules and Regs of the State of New York if you request it. These entitle you to: be treated with courtesy, have an attorney capable of handling your matter assist you, receive our independent professional judgment, have your questions and concerns addressed, have your calls returned, be kept informed, have your legitimate objectives respected, the right to privacy, have your confidences preserved to the extent permitted by law, conduct in accordance with the Code of Professional Responsibility, not to be refused representation based on race, creed, color, religion, sex or other factors.

10. Financial Planning: ■ Any discussions of your financial situation are regarding the estate planning services provided, and do not constitute financial planning advice. ■ No securities, insurance, or other investments are ever recommended or sold. No specific investment or insurance recommendations are made. ■ You should solely rely on your investment and insurance advisers for these matters and you are responsible for communicating to them the planning we discuss and complete and you authorize us to copy them on communications and send them draft documents. You recognize that that such disclosures may undermine attorney client privilege. Martin M. Shenkman has registered as an investment adviser. You can request a copy of Form ADV Part 1 and 2. Investors can contact the New Jersey Bureau of Securities (“Bureau”) to research the

Additional Engagement and Billing Terms

Page -5-

professional background of current and former registered broker-dealers, investment advisers, agents, and investment adviser representatives. To research a financial professional, contact the Bureau via phone at 1-866-I-Invest or at 973-504-3600 or via email at njbos@lps.state.nj.us. Investors can also file complaints with the Bureau against individuals and firms selling securities or offering investment advice, as well as companies issuing securities investments directly. We do not prepare financial models or forecasts and those may be essential to your making decisions about grantor trust status, gifts and other matters.

11. **Risks; No Guarantees:** You understand and acknowledge: ■Results of any plan are **never guaranteed**. ■Many aspects estate and related plans are not only uncertain, but subject to a wide spectrum of different views by other advisers, the courts, the IRS, and other authorities. ■Most strategies have negative consequences (e.g. save estate tax, lose basis step-up). Even many common strategies, techniques and transactions are subject to tax, legal, financial, and other risks and uncertainties. ■While we endeavor to identify some of the risks of a plan, all risks and issues with each component of a plan are not possible to identify or communicate. Creating a collaborative team will help identify more issues with your plan. ■Further, the fact that we communicate verbally or in writing certain risks should never be interpreted as an indication that any such listing or communication is a comprehensive listing or communication of every risk involved. ■The risks of any transaction can be further compounded by improper administration of the plan, failure to meet annually to review and update the plan, changes in the tax and other laws that may reduce hoped for benefits or even result in more costly results than had no planning been pursued. ■ If you plan in 2020 (and perhaps you should) there is **NO** assurance that effective dates of future legislation might not obviate the benefits of your planning.

12. **Tax Audits:** ■To the extent that you engage us, or engaged us in the past, to perform tax, estate, asset protection and other planning, which may include, or may have included, estate, gift, wealth preservation and/or wealth transfer planning and other services, we may have suggested a number of strategies, and may have assisted in implementing strategies, that the IRS or state tax authorities, or others, could challenge. ■Possible challenges could be asserted even though we communicated several of the risks associated with such strategies. ■Possible challenges could be asserted also for risks that were not discussed, including challenges by the government that could cause inclusion of assets previously transferred out of your estate in your estate. ■Assets that had been transferred out of the estate as part of the recommended strategies will most likely not be adjusted to their date of death value, which could result in a capital gains tax liability, possibly a depreciation recapture tax liability, and/or a negative capital account recapture liability. ■You agree that we shall not be liable, to any extent, for any assessments of tax, interest, or penalties resulting from recommended strategies or previously implemented strategies that you choose to pursue, and from planning risks you choose to accept.

13. **Annual Meetings; Collaborative Team; Limits and Conditions of Representation:** Annual meetings with a collaborative advisor team may identify existing or new risks, help modify the plan to address changes in the law, mitigate risks, but still cannot provide certainty. You understand that **if you do not meet regularly with a collaborative team of advisers your plan may not succeed**. ■We are not undertaking any post-signing endeavors, including by way of example and not limitation, coordinating (quarterbacking) your overall planning, and transferring assets to a trust or entity, unless expressly agreed to by us in writing. ■**Annual meetings are essential** to the success of any plan or document. ■Note that an annual review does not reopen prior engagements which shall be deemed closed when concluding. Annual reviews shall constitute a new engagement. ■No plan can be completed at the first meeting, or with the signing of documents. Planning is a process. It is impossible to identify all issues, or address all details, in one phase of

Additional Engagement and Billing Terms

Page -6-

planning. It is your responsibility to follow up for annual meetings. ■ Coordination with your other advisers is essential to the success of your plan. No planning can be done in a vacuum. The input of your CPA, other attorneys, wealth advisers, insurance consultants, etc. is critical for any planning to have a likelihood of achieving your goals. Be aware that certain collaboration may eliminate the attorney client privilege. You are responsible for coordinating advisers. ■ We do not have a continuing duty to inquire into changes in your circumstances or to advise you of changes in the law, although we may disseminate general information to you, such as through our newsletter. ■ You should read our newsletter, blogs, articles, and communications and identify issues that may affect your planning and contact us for assistance. ■ We are subject to Circular 230 and other ethics rules and regulations of various organizations and State laws. ■ We reserve the right to cease representation if, in our sole discretion our representation creates a conflict or ethics issue, if your conduct is objectionable, you do not follow our advice, you seek to pursue an illegal purpose, you make a material misrepresentation, your conduct impedes our ability to represent you, or any other matter permitted. ■ We do not undertake any responsibility to verify or determine completeness of data you provide. ■ We may order lien and other searches, you consent to same. We may use Lexis Nexis or engage Rehmann Corporate Investigative Services on your behalf to perform searches (e.g., prior to funding irrevocable trusts). ■ Once a meeting, document and/or task is completed, our representation ceases and your file and Matter will be deemed closed until formally re-opened. General or information communications will not keep your Matter or file open. ■ You authorize the back-up and storage of records on cloud-based back up services, including but not limited to those provided by ShareFile, Microsoft 365, SugarSync, Datto and NetDocuments and others, posting PDFs of your documents in the cloud on ShareFile or a similar service, and emailing of unencrypted confidential records. If you wish us to use encrypted electronic communications, we can do so through ShareFile. ■ You authorize us to record the audio and video of any web-based conference calls performed with you and/or your other advisors regarding the Matter through any services used to perform those calls, including but not limited to GotoMeeting by Citrix. Further, you authorize us to have a transcription service prepare a transcript of any recordings prepared from web-based conference calls, including but not limited to Temi transcription. Cloud services providers used for both the recording and transcription of any conference calls may retain copies of those files on their servers, and you expressly waive any responsibility we may have for the integrity of the security by those companies. The recording and subsequent transcription of any calls may constitute an express waiver of the attorney-client privilege. You, and your successors, hold us harmless from the exercise, or non-exercise, of these powers. ■ If we provide you with names of other advisers it is your responsibility to determine whether to retain them.

14. **Implementation of Planning; Timing:** Planning that we assist you with may require additional work from you (i.e. having people you name in positions sign documents required, establishment of trust accounts, payment of fees for financial institutions or trust companies, etc.) or work that must be received from third parties (e.g. Appraisers, Financial Institutions, Banks, Accountants, etc.) before the planning is considered complete. We will endeavor to assist in any way possible to complete your planning in a timely manner, but we cannot control the alacrity with which you, or any third party, completes their required aspects of the implementation of the plan. Your assistance in moving planning forward will be vital in ensuring that the planning is implemented in the timeframe required. **For any planning that needs to be completed before the end of 2020, it is likely that all professionals will be overwhelmed with work as the year begins to come to a close. We cannot guarantee that any work received after October 1, 2020 will be able to be completed before the end of the year, as the appraisers, trust companies, financial institutions, etc. that are vital to implementing any plans may be unable to receive**

new work at that point. Even if that work is completed prior to year end or prior to the enactment of new harsher tax laws, there is no assurance that the effective date of that legislation may not obviate the planning.

15. **Dormant Representation:** The execution of estate planning documents and the completion of related matters normally ends the period during which we actively represent you as a client. At that time, unless our representation is terminated by you or us, our representation of you becomes dormant, awaiting your reactivation. Our responsibilities are diminished by the completion of the active phase of the representation. As a service we may communicate periodically with you but that will not recharacterize our relationship from dormant to active client. You understand that we are not obligated to send a reminder to a client whose representation is dormant or to advise the client of the effect that changes in the law or the client's circumstances might have on the client's legal affairs.

16. **Disputes; Conflicts:** ■ You agree to notify us of any questions on a bill or work product within Thirty (30) days of the mailing of that bill or work or waive any objections. ■ You acknowledge that we have advised you, if applicable, of the limitations, risks and issues in representation of spouses/partners who can often have conflicting goals. For example, estate planning can have a significant impact on a future divorce. No confidences can be kept from either of you. If you do divorce we, in our sole discretion, may determine not to represent either, neither, or both of you during the pendency of the divorce. Following the conclusion of a divorce we, in our sole discretion, may determine not to represent either, neither, or both of you. ■ We cannot represent multiple owners of an entity. ■ On probate matters, we represent only the executor and not the beneficiaries unless specifically retained to represent only the beneficiary. ■ If there is any potential malpractice claim which you, an entity or estate may have against us, you should not retain us. By retaining us, you confirm that, upon signing this Billing Arrangement, you have no knowledge of any such claim. ■ You commit that if you gain any information about a claim you will immediately advise us so that we may properly withdraw. ■ You agree to pay in full any final bill upon request, including time and expenses to turn over any requested file to new counsel. If we sue to collect on any bill we shall be entitled to reasonable legal fees, filing fees, court and other costs.

17. **Review/Construction:** You acknowledge that you have had the opportunity to review and understand this billing explanation, and to consult if you chose to with counsel other than us, in reviewing and agreeing to this agreement, and the related Billing Arrangements, and the consents contained in these documents. If you modify any provision, that modification will only be effective if counter signed or initialed by you and us. Any such modification shall only affect that provision and have no bearing on the effectiveness of the remainder of this agreement. If any provision is contrary to applicable law, it will be enforced to the extent feasible.

18. **Severability:** In the event that either an arbitration proceeding, or a court of competent jurisdiction determines that any part or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of any other term or provision contained herein. Furthermore, if any one or more of the provisions contained in this Agreement is held to be excessively broad as to duration, scope, activity or subject, such provision(s) shall be construed by limiting and reducing them so as to be enforceable to the maximum extent permitted by law.

19. **Entire Agreement; Modification:** This Agreement represents the entire agreement concerning our assisting you in connection with the Matter. This Agreement may only be modified by a writing signed by both you and our Firm. You are advised to review this entire Billing Arrangement agreement and in particular the provision agreeing to arbitration, with independent counsel.

Additional Engagement and Billing Terms

Page -8-

20. **Arbitration of Disputes:** Should any difference, disagreement, or dispute between you and the Firm arise as to its representation of you, or on account of any other matter, you agree to submit such disagreements in binding arbitration. Signing of this Agreement will be deemed your consent to the methods of alternative dispute resolution set forth in this Section and constitutes a waiver on your part and on the part of the Firm to have such disputes resolved by a court which might include having the matter determined by a jury. The ethical rules governing attorneys in many jurisdictions, including in New Jersey where the above case was litigated, prohibit mandatory arbitration clauses. However, so long as the Federal Arbitration Act federalizes arbitration law and ‘creates a body of federal substantive law establishing and regulating the duty to honor an agreement to arbitrate, this provision shall be binding. Therefore, any controversy, claim or dispute (other than our right and your right to terminate our representation of you on the Matter as provided in this Agreement) between you on the one hand, and the Firm or any attorney or other person associated with our Firm on the other hand, which is not resolved informally, and which arises out of or relates in any way whatsoever to this Agreement or the breach thereof, our relationship with you, the services rendered to you by any attorney or other person associated with our Firm, or the fees and expenses charged to you, shall be resolved by final and binding arbitration to be held at our offices in Fort Lee, New Jersey, or at such other location that may be agreed upon in writing, administered either by the American Dispute Resolution Center, Inc. under its Commercial Arbitration Rules or by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction. **YOU UNDERSTAND THAT BY AGREEING TO THIS ARBITRATION PROVISION, YOU ARE WAIVING YOUR RIGHT TO HAVE ANY AND ALL CONTROVERSIES, CLAIMS OR DISPUTES WITH OUR FIRM AND ANY ATTORNEYS OR OTHER PERSONS ASSOCIATED WITH OUR FIRM RESOLVED IN A JURY TRIAL OR IN A TRIAL OF A COURT OF COMPETANT JURISDICTION.** By executing this Agreement, you are providing your informed consent to this arbitration provision, and your signature below reflects that you were advised of the impact of waiving your rights to have your claims resolved by a court.

21. **Signature:** This and related documents may be signed via e-signature, or other manner and copies, scans, e-signature, J-PEGs, PDFs, or other formats of signed billing arrangements shall all be as valid an original. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together shall be deemed one and the same document.

Signature

Signature

Name: _____

Name: _____

Date: _____, 2020

Date: _____, 2020

Accepted and Agreed by Martin M. Shenkman, P.C.

By: _____

Date: _____, 2020

Name: _____