



December 19, 2022

CLIENT NAME
PHONE NUMBER
EMAIL ADDRESS

RE: Engagement of Legal Representation

Dear CLIENT,

The law firm of Minc LLC (“the Firm”) is pleased to welcome you as our client. This letter confirms that you have retained the Firm to represent you relative to unwanted content on the Internet, plus other matters as you may request in writing. In representing your interests, we shall file litigation on your behalf.

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Thus, to avoid any misunderstanding, it is the policy of the Firm to require a written agreement.

Legal Fees

Minc LLC bills for its services at an hourly rate in increments of 1/10th and you will receive regular, itemized billing statements which will identify the services provided to you by the Firm during the course of your representation. The amount of legal fees billed is based upon actual work performed on your case. The Firm is very conscious of attorneys’ fees and will prudently work to ensure that you are billed fairly and responsibly. However, because of the possibility of unpredictable and unforeseen circumstances, it is not possible for us to quote a specific inclusive fee for professional services or for the amounts for which you will ultimately be responsible.

Hourly billing rates range between \$250.00 and \$600.00. Current hourly rates for attorneys at the Firm are as follows:

Aaron Minc	\$600.00
Daniel Powell	\$450.00
Dorrian Horsey	\$375.00
Michael Pelagalli	\$350.00
Nathan Woodward	\$350.00
Michele Simonelli	\$350.00
Caroline Ford	\$280.00

The above schedule of hourly rates for attorneys is based on years of experience and specialization in training and practice. You agree that hourly rates may be reviewed periodically by the Firm and increased to reflect changes in experience of attorneys, the market, and other factors, on a reasonable basis. Other paralegal, law clerk, or case management/admin professional time will be billed to you at their respective hourly rates between \$100-\$150.

During the representation, the Firm may retain co-counsel or local counsel. You will be consulted concerning this decision. You agree that you will sign any engagements with local counsel and any other third-party service providers as necessary or appropriate for your legal matter. In the event the Firm does sign such an agreement on your behalf, you agree that you are responsible for paying all cost and expenses incurred directly or you agree to reimburse the Firm for the same if payment is advanced by the Firm on your behalf.

The Firm will send a monthly statement itemizing the legal services rendered and costs incurred, which will be due and payable upon receipt. You agree that you will have 15 days from the receipt of the invoice to review and dispute any time entry or expense. Any courtesy discounts given by the Firm on invoices are made in consideration of prompt payment within 15 days of the invoice date. The Firm reserves the right to void any discount if payment is not timely made.

You and the Firm recognize that timely resolution of any disputes of incurred fees and/or expenses and timely payment of all invoices is essential to a successful matter. If any time entry or cost is disputed, you will be responsible to notify the Firm, in writing, about the specific time entry or expense that is disputed. You agree to waive the right to dispute any time entry or expense if not received in writing within 15 days of receipt of the invoice. If you are financially unable to promptly pay any such bill in full, specific arrangements must be made with our office for regular monthly payments on your obligation. The Firm cannot in good faith represent your interests without your good faith effort to compensate us for legal services rendered. In the event the balance is not paid in full within 30 days, we reserve the right to charge interest accruing at the rate of 12% per year on the unpaid balance.

You hereby acknowledge that the Firm has made no guarantee regarding the outcome of this matter. You further acknowledge that notwithstanding the success (or lack of success) of this matter, the Firm's invoices will be paid and that you, by executing this Agreement, unconditionally guarantee the payment of the Firm's invoiced fees and expenses.

Expenses and Disbursements

Certain expenses incurred on your behalf in rendering legal services, such as filing fees, copy and delivery charges, travel expenses, court reporter charges and the like, are billed to you at cost. Invoices for such items will either be sent directly to you for payment, or, if advanced by the Firm, will be billed directly to you as part of your monthly billing invoice.

Retainer

You and the Firm agree to an initial retainer in the amount of \$7,500.00 to secure the Firm's representation in this matter. Representation will not commence, and no services will be performed by the Firm on your behalf until the retainer is paid in full. If the retainer amount winds up being more than the amount of time and disbursements expended by the Firm on your matter, the difference will be refunded to you at the conclusion of the representation. If the retainer amount is less than the amount of time and disbursements by the Firm, you will be responsible for any excess amounts.

You agree that any invoiced amounts owed to the Firm will be paid to the Firm from the retainer. You also agree to replenish the retainer in the amount of the invoice within 30 days, so that the retainer remains at the agreed upon amount stated above during the representation. You

and the Firm agree that the Firm may terminate this Agreement and withdraw its representation if you refuse or are unable to replenish the retainer to comply with this paragraph.

If you or the Firm terminate representation for any reason, the Firm shall return to you the amount of any remaining retainer or any other client funds held by the Firm in trust after accounting for all outstanding fees and disbursements.

If this matter is set for trial, you agree that ninety (90) days in advance of trial you will, upon request from the Firm, make a pre-trial deposit to the Firm in an amount reflecting our reasonable estimate of the fees and costs that will be required to see the matter through trial.

The retainer **does not** represent the Firm's estimate of the total fees and costs to be incurred during this engagement or for any time period of our engagement. You and the Firm acknowledge and agree that it is impractical to determine in advance the amount of effort that will be needed to complete all necessary work on this matter or the total amount of fees and costs which may be incurred to achieve a successful result. You acknowledge and agree that the Firm has made no promise about the total amount of such fees and costs that will be required to see your matter through to conclusion.

Interest and Collection of Past Due Accounts

In the event you fail to timely meet your payment obligations interest will accrue on the entire unpaid principal balance of your account. A \$30.00 fee will be added to the balance of your account for any returned check. Our firm or our assignees shall be entitled to recover the reasonable attorneys' fees incurred by or on behalf of our firm, or by or on behalf of our assignees, in any litigation, including appeals, instituted to collect our fees.

Notice to Insurers

The Firm advises you to investigate whether any insurance coverage or policy could apply to the representation of this dispute. In many situations, the timely presentation of claims to an insurer is necessary to preserve an insured's contractual rights. We are available to discuss this further should you have any questions.

Acknowledgment Regarding Electronic Transfer of Documents

You hereby authorize the Firm to electronically receive and deliver documents to you, to persons and entities directed or designated by you and to opposing parties, counsel, accountants, expert witnesses, and other parties, directly or indirectly involved in the legal matter(s) we are undertaking for you, and through any on-line service provider, remote software, or other means hereafter available. You acknowledge that risks of inadvertent dissemination and misappropriation by unauthorized parties exist, and that risks of system infection by "computer viruses" or other tampering exist, and that you will bear such risks and hereby waive any and all claims, actions, and causes of action against the Firm arising therefrom and agree not to make any claims against the Firm relating thereto.

Termination of Representation

You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternate representation. The

Firm may elect to withdraw from representation if, among other things, you fail to honor the terms of this agreement by failing to pay invoices, failing to cooperate or follow our advice on a material matter, you have misrepresented or failed to disclose any material fact to us, or if any fact or circumstance arises or is discovered that would, in this firm's view, render our continuing representation unlawful or unethical. This firm has an obligation to promptly return all client papers and property to you upon termination of the representation by either party. It is your duty to notify the Firm of the manner in which the papers and property are to be returned to you.

If you discharge the Firm or the Firm withdraws from the representation for any reason, you will remain liable for all fees and any expenses incurred by the Firm on the Client's behalf prior to such termination or withdrawal, plus any fees and expenses incurred at Client's request in connection with the transition to substitute counsel.

Firm Not Responsible for Liability Related to Claims

In no event will the Firm be liable for any judgment against you, and you acknowledge and understand that any lawsuit may well result in counterclaims, motion to strike, motion to show cause, ANTI-SLAPP motion, or an unanticipated contingent or actual liability. Additionally, you recognize that you may become potentially liable for the opposing parties' attorneys' fees and/or court cost should an adverse judgment be rendered against you in any legal proceeding undertaken by the Firm as a result of this agreement.

Ohio Law Governs

This agreement will be governed by and construed under Ohio law. Any dispute arising out of or under this agreement shall be subject only to the Bedford Municipal Court unless the jurisdictional limits for said Municipal Court shall be exceeded at which time the Cuyahoga County Court of Common Pleas shall have sole and exclusive jurisdiction. You irrevocably consent to the personal and subject matter jurisdiction of said courts.

Ethical Consideration

You should be aware of an ethical requirement imposed upon all Ohio attorneys, that if a client, in the course of representation by an attorney, perpetrates a fraud upon any person or tribunal, the attorney is obligated to call upon the client to rectify the same, and if the client refuses or is unable to do so, the attorney is required to reveal the fraud to the affected person or court.

It is the Firm's intention to vigorously represent you in this matter. While the Firm believes that its attorneys are very aggressive, its attorneys are also very careful to follow the ethical guidelines and the local customs and practices for lawyers. If a situation ever arises where the Firm feels that the actions being requested violate any of the ethical rules or practices, the Firm will inform you immediately.

Retention of Records

Minc LLC will retain electronic copies of your file(s) in connection with this matter for a period of twenty-four (24) months after the matter has concluded. Thereafter, if you have not requested a copy of the file be sent to you at your expense, the file will be destroyed at the Firm's discretion and without further notice.

Questions / Communications

You are encouraged to discuss any questions you may have about statements issued or services rendered with myself or a member of the Firm familiar with your account. We feel that communication is the most important aspect of successful representation. We will remain prompt and accessible, and we will, of course, apprise you of all significant developments in this matter. If at any time you have any questions or concerns, please feel free to contact any attorney working on your matter.

Future Representation

This engagement does not extend to any other matter not covered by this letter, unless or until agreed by you and the Firm in writing. In the event that you retain the Firm to represent you in additional matters after the date of this letter, the terms of this letter will apply to all such matters unless a subsequent agreement is made between you and the Firm in writing.

Please indicate your agreement with the terms specified above by signing this letter. You may pay the retainer fee for this matter by check, credit card, ACH deposit, or wire transfer. If you pay by credit card or ACH, you will be required to complete, sign, and return the Authorization form attached.

We appreciate your confidence in us and the importance of the matter you are entrusting to us. We look forward to working with you. By signing and returning this form, you will authorize the Firm to charge your credit/debit card and/or debit your bank account by ACH deposit for all fees for legal services, costs, and expenses incurred on your behalf when invoiced, for work on this current matter, as well as any future services or engagements agreed to be performed by the Firm for you in the future, subject to any limitations or conditions that you may set forth to us in writing.

Minc Law's Digital Risk Protection Subscription Service

To provide our clients with the best legal services and online peace of mind possible, included as part of your engagement with Minc Law are three (3) free months of Minc Law's Digital Risk Protection ("DRP") Service.

Minc Law's Digital Risk Protection Service (in partnership with **ZeroFox.com**) proactively monitors, identifies, and eliminates ongoing threats to your online brand, reputation, and personally identifiable information. By signing this agreement, you acknowledge and agree to the terms of Minc Law's DRP Services and ZeroFox's End User Agreement, which are attached hereto as Exhibit A. Nothing else is required to be eligible or included for this free offer.

After signing and returning this agreement, you will receive an email from Minc Law's paralegal team that will include a link to the DRP Onboarding Questionnaire to begin your free three-month subscription period. The DRP Onboarding Questionnaire takes approximately 10-15 minutes to complete. Your DRP subscription service period will start upon the completion of this onboarding questionnaire. *If you do not wish to subscribe to Minc Law's DRP Service, which is completely optional, do not complete the DRP Onboarding Questionnaire.*

You will be alerted of the expiration of the 90-day subscription period by email thirty (30) and fifteen (15) days prior to the expiration date wherein you will have the option to terminate

your DRP service or continue your subscription at a cost of \$99 / month for 12 months. If you do not cancel your subscription prior to the end of your free three-month service period, you acknowledge and agree that you are choosing to continue your DRP Services and, you authorize and agree that your credit card submitted with this agreement will be charged by Minc Law on a monthly basis, for \$99 a month, for the 12-month subscription period.

For questions or a demo of the platform, please reach out to your attorney and/or paralegal, email drp@minclaw.com, or visit <https://drp.minclaw.com>.

Yours very truly,



The above terms and conditions are hereby acknowledged, understood and agreed:

CLIENT NAME
