



MASUR GRIFFITTS +

NEW YORK
65 Reade Street
New York, NY 10007

LOS ANGELES
1447 2nd Street
Santa Monica, CA 90401

<<Date>>

<<Client Name>>

<<Street Address>>

<<City, State, Zip>>

Attn: <<Contact>>

Re: Engagement Letter

Thank you for asking our firm to represent <<Client Name>> (“Client”). This letter and the enclosed Terms of Engagement describe the basis on which our firm will provide legal services to the Client.

You have engaged us to represent the Client in connection with <<Scope of Representation>> . As set forth in the Terms of Engagement, unless we agree otherwise, our fees are based upon our hourly rates. Our current hourly rates are set forth in the Terms of Engagement under “Fees and expenses.”

Please review the Terms of Engagement carefully, and please let me know if you have questions. If all the terms are satisfactory, please indicate Client’s consent by signing below.

We look forward to working with you on this matter.

Very truly yours,

/s/ <<Attorney>>

Enclosures

Agreed:

<<Client Name>>

By:

Title:

Date:



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Terms of Engagement

The information below describes the terms that apply to the legal services provided for you by Masur Griffiths + LLP. We encourage you to discuss any of these terms with us at any time. If modifications to the terms are needed, you must discuss that with us so that agreement on changes can be reached and set forth in writing. Any amendment or modification of this engagement letter or these Terms of Engagement, including our agreement on the amount of fees and expenses and the timing for their payment, shall be effective only if agreed by us in writing. All references to “you” or “your” means the client or clients identified in the engagement letter. Individuals or entities that are related to or affiliated with you, such as partners, officers, directors, stockholders, parent companies, related companies, or family members, are not clients, unless we otherwise agree in writing.

Scope of Work. The scope of the work we will do for you is limited to the description stated in our engagement letter. Any changes or additions to the scope of our work must be agreed to and memorialized by letter or email. Unless that description states otherwise, our engagement does not include responsibility for advice to you about tax issues that relate to the matter. If we agree to represent you in additional matters, we will do so in writing by letter or email, and the terms of our engagement will remain the same for these additional matters unless changed by agreement in writing.

Staffing. One lawyer will have the primary responsibility for our relationship. We assign additional lawyers and other personnel when needed based upon the type of work and the appropriate experience level required.

Financial Arrangements.

(1) Fees and expenses. Our fees are based upon the hourly rates of our lawyers and other personnel in effect when the services are performed.

Our current rates are as follows: Partners - \$650/hour; Associates - \$275-475/hour; Legal Assistants - \$195/hour; Of-counsel - \$450-650/hour.

These rates change periodically, generally on an annual basis, based upon economic factors and the experience level and expertise of our personnel. Expenses include items such as filing fees, overnight or other special mail services, messenger services, research service charges (e.g. LEXIS), and other special services required to meet the needs of the matter. Some large



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disbursements may be forwarded to you for direct payment. Some charges may not be in the system at the time of monthly billing and will appear on a later bill.

(2) Retainers. As a policy, the firm requires clients to maintain a retainer balance, which is applied to invoices when billed. The amount of the initial retainer we require is set forth in the engagement letter. As invoices are generated and your retainer balance is reduced, you are required to replenish your retainer balance to the original amount. We will send you invoices for that amount from time to time. We may agree to lower the amount of the required retainer balance, or no longer require that you maintain one, but if we agree to do so, it will only be effective if we agree to it in writing. If, upon conclusion of our engagement and payment of all invoices, you have a positive retainer balance, we will refund that balance to you.

(3) Billing and Payment. We generally forward our statements monthly. The statements will include a brief description of each item of work performed, the date performed, the time required to do the work and the expenses incurred. Payment is due promptly upon receipt of our statement. We reserve the right to terminate our representation of clients who do not pay promptly. Our policy provides that we stop work on a client's matter if that client's outstanding balance exceeds \$5,000. We do not and cannot guarantee the outcome of any matter, and payment of our fees and disbursements is not conditioned on any particular outcome. You agree that if we bring an action to collect amounts due us that we will be entitled to recover the costs and fees incurred by us. You consent to venue and jurisdiction where we have an office with attorneys who worked on your behalf and agree to waive a trial by jury in any such action. If we are required to testify, produce documents, or respond to other requests in connection with proceedings commenced by third parties that relate to our representation of you, you will pay us our reasonable fees and costs incurred.

(4) Estimates Do Not Limit Fees & Expenses. From time to time we are asked to give oral or written estimates of likely fees. Unless set forth in a writing expressly stating that the estimate is a binding cap or limitation on fees, our fees (and costs and expenses) are not limited by an estimate. Estimates are based upon information known to us at the time, and actual fees may vary from the estimate for any number of reasons. Unless you ask us to provide an updated estimate, we may not revise our estimate as circumstances change.

(5) Fee Dispute Resolution. We each agree to resolve any dispute regarding our fees by arbitration in accordance with the New York State Fee Dispute Resolution Program (FDRP) pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, with which you agree to familiarize yourself, or alternatively by small claims arbitration.

Conflicts of Interest. Recognizing and addressing conflicts of interest is a continuing issue for attorneys and clients. We have implemented procedures to identify conflicts at the outset of each engagement. It is possible that during our representation of you, some of our present or future clients will have disputes or transactions with you. We are accepting this engagement



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with your understanding and express consent that our relationship with you will not preclude us from continuing or accepting an engagement from a new or existing client, even if the interests of such clients are directly adverse. However, we will not accept an engagement that is directly adverse to you if either: (1) it would be substantially related to the subject matter of our representation of you, or (2) we have obtained from you proprietary or other confidential information of a nonpublic nature that, if known to our other client, could be used in any such other matter by such client to your material disadvantage. You should understand that having similar agreements with other clients helps preserve our ability to continue to represent you.

Emails. We encourage the use of email as an efficient means of communication. However, emails can be delayed or blocked (for example, by anti-spam software). You must not assume that an email message sent to us was actually opened and read by us unless you receive a non-automated reply message indicating that we have read your message. In addition, you should be aware that there are risks in sending or receiving emails and other electronic communications using a third-party email service,

or a computer or other device, where there is a significant risk that a third party may gain access to the communication. Accordingly, you should avoid using a workplace computer or system for a personal client-lawyer communication, or a borrowed computer or a public computer, such as in a hotel or library, for any client-lawyer communication with us, particularly any sensitive or substantive client-lawyer communication.

Conclusion of Representation. You have the right to terminate our representation for any reason at any time. We may also terminate our representation for any reason consistent with ethical rules, including conflicts of interest or your failure to pay our fees and expenses. In addition, our representation of you will terminate when we send you our final statement for services rendered in this matter. Following termination, any nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. Once our representation is concluded, we will not be obligated to take any steps such as keeping track of deadlines, filing papers, pursuing appeals, or monitoring or advising you about changes in the law or circumstances that might bear upon the concluded matter. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. We reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement.