

[firm letterhead]

[date]

[Client Name]
[Client Address]

Email: [email address]

Attn: [name], [position]

Re: Legal Representation of [Client name] in relation to [matter description] (the "Matter").

Dear _____,

Thank you for selecting [law firm name] ("[firm name]" or "we", "us" or the "Firm") to represent [client name] (the "Client", or "you" as hereinafter referred) as your attorneys regarding the above referenced Matter. This engagement letter should be read in conjunction with the enclosed Fee and Billing Information. We appreciate the confidence you have shown our Firm by engaging us with regard to the Matter.

Legal Fees and Scope of Representation

We will represent you with regard to the above referenced Matter on an Hourly Fee Basis with an initial upfront retainer of [amount in words] dollars (\$[amount in numbers]) (the "Retainer"). The Hourly Fees set forth hereinafter shall be applied against the Retainer. In the event that the total hourly billable amounts accrued exceeds the Retainer, such amount shall be billed to you on the last day of each month and shall be paid by you to the Firm within [number of days in words] ([number]) business days of the date of the invoice. The agreed upon retainer of [amount in words] dollars (\$[amount in numbers]) shall be paid upon execution of this retainer agreement. Client has agreed to replenish the retainer to the amount of [amount in words] dollars (\$[amount in numbers]), when and if the retainer drops below [amount in words] dollars (\$[amount in numbers]) within 5 days of Attorney's email request.

During the course of the litigation you will also be required to pay the Firm for any cost or associated expense as hereinafter set forth or directly to such designated service provider. Appeals are expressly excluded under this engagement.

Assignment of Firm Personnel; Fees and Expenses; and Termination

[name of Attorney] will be the partner primarily responsible for your legal representation and will be working closely with the Litigation department and all of our partners,

counsels and associates. The hourly rates are as follows: partners and counsels ranges from at \$____-\$_____; associates and counsels at \$____-\$_____; legal clerks at \$____-\$_____; and paralegals at \$____-\$_____ (“Hourly Fees”). You will also be charged for all reasonable and customary expenses incurred as a result of any action taken by the Firm on your behalf as well as court costs and fees at whatever rate is charged to us. For on-line research you will be charged at the appropriate attorney hourly rate plus an additional \$_____ for access to the on-line service per search.

Upon signing this agreement you hereby agree to pay the Firm the amounts as hereinabove set forth. In the event that the Firm is holding money in its escrow account held on your behalf, you hereby also authorize and permit the Firm to automatically disburse its fees out the aggregate proceeds held in the escrow account, in the event you otherwise fail to comply with the provisions of this agreement. The Firm shall keep track on an hourly basis of all legal services rendered to you and shall submit an invoice/bill to you on a monthly basis for the legal services rendered to you based upon the Hourly Fees set forth above during the course of the representation.

Additionally, any costs, fees or expenses, including but not limited to court costs, deposition transcripts, travel costs, witness fees, postage, photocopying or other reproduction costs in excess of \$_____, to be incurred in the representation shall be paid by Client in advance if the Firm notifies you to do so. An estimate shall be provided to you for these costs and services in advance and you shall deliver to the Firm the amount of the estimate. Any costs, fees, or expenses under \$_____ shall be billed and shall be payable immediately upon your receipt of such bill. In the event there is a failure to pay any estimate in advance, the service related to such estimate shall not be provided. In the event of a scheduled deposition such deposition shall be adjourned until such time as the estimate is paid unless there is a time limitation on the taking of such deposition and in such event you shall have been deemed to have waived the taking of such deposition due to the failure to pay for the cost of same, provided you were notified in advance by me that the failure to pay in advance will result in a waiver of the deposition.

The fees quoted here do not apply or include the cost of any appeals and only involve the Matter through its termination by way of trial, judgment, or settlement. In the event there is a failure by you to pay the amounts due as herein set forth or upon on the monthly invoice/bill/statement within thirty (30) days of the date of the invoice/bill/statement, the Firm shall have no further obligation to continue to represent you and the Firm shall be entitled to immediately withdraw from any continued representation to which you hereby agree and consent to, and you shall continue to be liable to pay to the Firm for all legal services rendered, costs and expenses through the date that Firm withdraws, you obtain new counsel, or the Court grants any application directing withdrawal, whichever date is the later upon the greater of the amounts set forth herein or upon a quantum meruit basis by virtue of the Hourly Fees set forth above. A charge of one percent (2%) per month (equivalent to 24% per annum) shall be added to all such past due balances. In the event the Firm decides to withdraw based upon your failure to pay the amounts required herein, you shall consent to the Firm’s withdrawal and not otherwise object to the Firm’s withdrawal and immediately arrange for new counsel to represent you in place of the Firm. If the Firm is obligated to undergo collection proceedings to collect its fees you agree to pay and/or reimburse the Firm its legal cost for the work associated with the collection and its dispute.

Resolution of Disputes - Arbitration

Any dispute involving the amount owed hereunder, or involving any other dispute in connection with or relating to this agreement and/or the attorney-client relationship arising therefrom, whether based in contract, tort, or statute, shall be governed by New York law, without regard to conflicts of law principles, and shall be adjudicated, in the sole and absolute discretion of the Firm, either by a confidential arbitration that shall take place either online or in person before the New York State Arbitration Alternative (“NYSAA”) in the City of New York pursuant to its General Rules and Procedures available at www.nysaa.nyc or through a court proceeding in the City or State Courts located in the County of _____, State of New York -- provided, however, that any fee dispute of \$50,000 or less shall be subject to the mandatory arbitration provisions under Part 137 of the Rules of the Chief Administrator of the New York courts. The unsuccessful party in any such arbitration or court proceeding shall be liable to the prevailing party for the reasonable amount of legal fees and expenses incurred by the prevailing party in connection with the proceedings.

No Promises

You acknowledge that we have made no promises or guarantees to you about the outcome of these Matters, or the maximum amount of legal fees or costs which may be incurred, and nothing in this Agreement nor any estimates as to such Matter shall be construed as such a promise or guarantee.

Binding Agreement

This letter represents the entire agreement between you and the Firm concerning the terms and conditions of this engagement. By signing below, you acknowledge that this letter has been reviewed and its content understood and that you agree to be bound by its terms and conditions. Furthermore, you acknowledge that the Firm has not made representations to you regarding the outcome of the Matters for which the Firm has been engaged hereunder. No change or waiver of any of the provisions of this letter shall be binding on either you or the Firm unless the change or waiver is in writing and signed by both parties.

If the terms, which I have herein outlined, are agreeable and acceptable, then please sign on the line provided for their signature acknowledging your agreement and understanding of the terms contained herein, and also deliver a copy to the Firm. Until the Firm receives this letter agreement signed by you, the Firm shall not undertake any representation of you, nor shall Firm provide you with any legal services with regard to this or any other matter. Also attached are wiring instructions for your convenience.

Please wire the fees to the following wire account information below:

ACCOUNT NAME: _____
Customer Address: _____
Bank Name: _____

Domestic Wires:

Account Number: _____

Routing Number: _____

Very truly yours,

[Firm name]

[Client name] hereby retains *[Firm name]*, to represent them as aforesaid under the terms and conditions set forth herein.

Agreed, Acknowledged and Accepted:

BY: _____
[name, position]

Dated: _____

FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific retainer letter to which this memorandum is attached.

Professional Fees. In the absence of a written agreement with you to the contrary, our fees for professional services are based on the hours worked by and billing rates of our attorneys and legal assistants. To help us determine the value of our services, our lawyers and legal assistants maintain time records for each client and matter. Our attorneys and legal assistants are assigned hourly rates, which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

We attempt to work on an economical basis by assigning tasks that do not require extensive legal training to assistants, law clerks and support personnel. Legal work that does not require more experienced attorneys will be performed, where feasible, by lawyers with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality for economy. Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some Matter, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Other charges. In addition to charges for services, our invoices include charges for other costs we incur in providing your legal services. These costs include duplicating, long distance telephone, postage for major mailings, delivery charges, travel expense, computerized legal research, word processing, computer, communication, and telecopier. Some of these items represent disbursements to third parties; some include an allocation of associated overhead costs, and some may include the full monthly third-party service charges without allocation to other accounts or for unrelated usage where a significant portion of usage represents assistance provided to you on this or related Matter.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, bills will be sent monthly. Our normal policy is to request a, retainer or advance payment, in which case monthly bills will be applied against the retainer; other retainer arrangements may also be used. When we foresee substantial costs, we may ask you to pay certain of them directly or to fund them in advance. In most cases our minimum billing unit will be 1/10 of an hour. Our statements normally contain a brief narrative description of the work done and the amount billed, and includes our out- of-pocket costs. We will be happy to break down the charges among the various projects or Matter covered by the billing if requested. Statements for services are payable upon presentation. All Statements paid more than 30 days after receipt may be subject to a late charge of two (2%) percent per month. You should feel free to contact the partner in charge of your work with any questions or comments you may have. In the event you dispute the firm's fees, under Part 137 of the Rules of the Chief Administrator of the Courts (New York), you may be entitled to arbitrate the matter. You should consult the rule to determine whether it applies to your dispute and to be sure that you act in a timely manner to preserve your arbitration rights.

Other Services. Often, a client asks us to perform services additional to those originally required. In such event, you will be liable for payment therefore at our customary hourly rates and for related disbursements, unless we enter into a retainer letter setting forth different terms.

Change in Terms of Engagement. No alteration, modification or variation of the terms of our engagement will be effective unless in writing executed on behalf of the firm, other than annual increases in rates for professional services which will become effective January of each year.

Initial: _____