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## STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement describe the terms upon which we will provide legal services to you, and form a part of our Engagement Letter.

1. **Scope of Representation:** The scope of our representation is set forth in our Engagement Letter. Unless we modify the scope of representation to you in writing, you agree that this agreement does not apply to any legal matter outside this scope. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters. Unless the scope of our representation specifically provides, our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

2. **Fees and Billing Statements:** The basis for our fee is set forth in our Engagement Letter. You are responsible for payment of all legal fees, expenses, and disbursements, at the conclusion of your case. Our fee is due within thirty (30) days of your receipt of payment, or receipt of our invoice, whichever is later. Please see the "Expenses" and "Late Payment and Failure to Pay" provisions of this agreement for further information.

3. **Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, expert fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, and photocopying. The actual expenses incurred will vary depending on the services that we provide to you.

4. **Late Payment and Failure to Pay:** Delay in the payment of our fees and costs is costly to us. To avoid burdening those clients who pay their statement promptly with the costs arising from delinquent accounts, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law. In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including, without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

5. **Responsibilities of Law Firm and Client:** You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

6. **Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm. If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a fee for the work we have performed based upon the greater of the latest offer in your case determined in accordance with our Fee Agreement, or based on a reasonable hourly basis based on the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree that we are entitled to a fee as outlined above.

7. **Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement. In addition, when communicating with us, please do not use your work email address, shared email account, or text message, as we cannot guaranty your confidentiality through these means of communication. You should utilize only a private email account that is password protected and accessed solely by you.

8. **File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of seven (7) years after we close our file. At the expiration of the 7-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them.

9. **No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

10. **Professional Liability Insurance:** Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

11. **Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.