



FEE AGREEMENT

Thank you for choosing Northvale Legal Services, dba Northvale Legal, a Colorado limited liability company, as your legal counsel. We are sincerely looking forward to working with you! Please read through this fee agreement carefully; it captures each of our respective rights and responsibilities while we work together. Do not hesitate to let us know if you have any questions.

- 1. LEGAL SERVICES.** By signing this agreement, or engaging us to provide legal services, you are hiring Northvale Legal to provide you with legal representation. You acknowledge that any legal services provided are not exclusive; you may seek the advice of other legal counsel and we may serve other clientele.
- 2. ATTORNEY-CLIENT PRIVILEGE AND CONFIDENTIALITY.** Unless waived, attorney-client privilege and confidentiality apply to the legal services and work product we provide to you, as well as to all our communications. We will treat all your legal services and communications as confidential and will not divulge your confidential information to third parties, except as we may be required or compelled to by law. It is also very important that you do not share any of our communications or work product with third parties, including friends, coworkers, colleagues, etc., as doing so will potentially waive your attorney-client privilege and confidentiality protection.
- 3. RETAINER.** A retainer against fees and costs may be required before legal services are rendered. All work done and costs incurred will be charged against the retainer until the retainer balance is depleted. You understand that an advanced retainer may not cover all actual fees and costs incurred and that any estimate provided is not a guarantee that the fees and costs associated with your matter will not exceed the estimate. You agree to pay any delta not covered by a retainer when invoiced. Retainer moneys that have not been earned by us belong to you. If we cease providing legal services to you, any retainer balance, less any amounts due and owing to us through the termination date, will be returned to you within 10 business days from the termination date.

As mandated by the Colorado Supreme Court, all retainer amounts received from you will be held in our COLTAF (Colorado Lawyers Trust Account Foundation) Trust Account, which is a pooled, interest-bearing insured depository account for funds of clients or third persons that are nominal in amount or are expected to be held for a short period of time. The interest earned on our COLTAF Trust Account is remitted by our financial institution directly to COLTAF in support of providing civil legal services for Coloradans who cannot afford legal aid. So, by supporting Northvale Legal, you are also indirectly supporting access to legal services for all Coloradans.

4. **FEES.** Legal services may be rendered on an hourly rate or fixed-fee basis depending on the legal matter or issue. Upon request, we will provide you with an estimate of fees and costs associated with providing your legal services. However, as legal representation often involves third parties over which we have no control, you acknowledge that estimates are indeed just estimates. You agree to pay to us all fees and costs actually incurred in representing you even if those fees and costs exceed any provided estimate.
5. **RATE STRUCTURE.** The firm's hourly billable rate for legal services is outlined below. You understand that these rates may change from time to time, and all invoices will reflect our current fee rate. You have thirty (30) days from receipt of an invoice reflecting a fee increase to decline acceptance of the fee increase in writing. Upon receipt of your notice of nonacceptance, we will adjust that specific invoice to reflect our most recent, previous rates. However, you agree that you are still responsible for paying the adjusted invoice amount, and if you engage us for future work, our new rates shall apply. If no written notice is received, your payment of any invoice reflecting our new rates is your acceptance of any fee increase. Do note that we make rate adjustments every January 1st. Our current legal fees are always available online at: www.northvalelegal.com. In addition, you will be charged for legal services, including travel time, in increments of a quarter of an hour.

The turnaround time for any given matter is dependent on several factors, including the firm's current project load. The billable rate charged is determined by whether you choose to work within the current project-load timeline or need your matter expedited.

- a. **Standard Billable Rate.** The firm's standard hourly billable rate is \$325.00. This rate is charged for all matters that are addressed and completed according to the firm's current project-load timeline.
- b. **Expedited Matters.** If you have a matter that you would like prioritized and addressed sooner than the current project-load timeframe will accommodate, *if possible*, we will work on your matter out-of-turn at an increased billable rate of \$375.00 per hour. We will inform you that the expedited rate will apply to your matter prior to beginning the work. At that time, you will have the option to move forward at the expedited rate or agree to have your matter placed on the firm's project list in the order it was received.
- c. **Priority Access Clients.** In lieu of the expedited matter billable rate, you may become a Priority Access Client by paying a priority access fee of \$3,000.00 a month. Priority Access Clients will receive priority access to our attorneys during regular business hours, which means our attorneys will address and turnaround a project request within five (5) business days, regardless of the firm's current project load and related timeline. The five (5) business day turnaround does not include holidays or weekends, or the day you contact the attorney about the new matter.

Priority access fees are subscription based, and due in advance on the first date of the month. Priority access fees automatically renew every thirty (30) days unless a written cancellation notice is received prior to the twentieth (20th) of the previous month. *By way of example*, if you no longer wish to be a Priority Access Client, you must inform us of the same in writing prior to May 20. In addition, if you wish to become a Priority Access

Client after the first (1st) of the month, that month's priority access fee will be prorated and due prior to becoming a Priority Access Client. Finally, if an attorney is not available due to a planned vacation, then the priority access fee will be prorated accordingly, and any amounts paid for access during such vacation dates will be refunded within thirty (30) days.

IMPORTANT: The priority access fee is not a retainer. The priority access fee is not for legal services. The priority access fee is exchange for priority access to the firm's attorneys and faster turnaround times. The priority access fee is in addition to the firm's standard billable rate for all matters. It is not possible to become a Priority Access Client without the firm's express written acceptance, which we may grant or deny in our sole discretion. The number of Priority Access Clients is limited.

6. **COSTS.** We do not mark up legal costs. You agree that in addition to legal fees you will pay all legal costs, including, but not limited to, fees and costs assessed by third parties, such as filing fees, processing fees, appraisal fees, expert witness fees, transcript and deposition fees, trademark search fees and the like. We do not typically charge you for costs incurred in the ordinary course of business, such as postage and photocopies; however, should any such costs be or become extraordinary in nature (for example, a large photocopy project or express or certified delivery services), you will be responsible for those costs as well.
7. **BILLING.** You will be provided with an itemized invoice detailing the legal services rendered and costs expended on your behalf on or about the first day of every month. All legal services are billed in arrears monthly and all invoice payments are due by the 15th day of the billing month. For your convenience, we accept payment by bank transfer (ACH) and all major credit cards.

IMPORTANT: We do not accept "PAPER CHECKS", including those issued by your bank's bill pay service. If you wish to pay by check, please use the bank transfer (ACH) option to pay your invoice. This service is provided to you free of charge.

8. **PAYMENTS.** To provide you with the highest level of service, it is imperative that you pay your invoices on time. Thank you in advance for your prompt payment!
 - a. **Stored Payment Method.** To ensure that we receive timely payments, all clients are *required* to store and maintain a valid payment method with our payment merchant. There are no exceptions; opting out of storing a valid payment method violates this agreement. Our credit card merchant securely keeps this information on file on our behalf – we do not retain any payment information in the firm's records.

Your stored payment method may be a credit card, debit card, or bank transfer (ACH). It is your responsibility to keep your stored payment method current. You acknowledge and agree that we may use your stored payment method to pay any invoices that remain unpaid as of the 20th of the month. If you would prefer to pay your invoice using a payment method other than the stored payment, then simply pay your invoice by the due date to override the stored payment.

- b. **Monthly Retainer.** Sometimes it is helpful for budgeting purposes to use a monthly retainer to deposit a set monthly amount to be used for current and future legal work. If you choose to establish a monthly retainer, your stored payment method will automatically be debited on the first (1st) day of the month. We will then apply any monthly retainer balance to your outstanding invoices on the fifteenth (15th) of the month. If your monthly retainer balance is less than the amount owed, we will charge your stored payment for the delta.
 - c. **Credit Card Convenience Fees.** All credit card transactions are subject to a three percent (3%) credit card convenience fee. There are no fees associated with using a debit card or bank transfer (ACH).
 - d. **Invoice Discrepancies.** Please do not ever hesitate to contact us if you have any questions about your invoice. You have until the invoice due date to notify us in writing of any potential invoice discrepancies. However, if you do not contact us on or before the invoice due date (the 15th of the month), you agree that we may process the invoice payment according to your chosen payment plan – stored payment or monthly retainer.
 - e. **Late Payments & Nonpayment.** In the unlikely event that an invoice goes unpaid, you understand and agree that a late penalty of one and a half percent (1.5%) per month (18% per annum) may be, in our sole discretion, assessed for any outstanding balance. We reserve the right to withdraw from representation and cease all work on your behalf if you fail to provide a stored payment method or your account remains unpaid in part or in full for thirty (30) days. You further understand that any balances outstanding after thirty (30) days may be sent to collections. You expressly acknowledge that should you default under this agreement's payment terms, you are responsible for the payment of all outstanding invoice amounts, and all fees and costs associated with collection efforts, including legal fees and costs, and pre- and post-judgment expenses, whether or not such legal or collection services are provided by us, outside legal counsel or third-party agents, or whether informal resolution methods or formal legal actions are used to recover any amounts owed.
9. **PERSONAL GUARANTEE.** BY SIGNING THIS AGREEMENT, OR ENGAGING US TO PROVIDE LEGAL SERVICES, YOU, WHETHER AN INDIVIDUAL, ENTITY OFFICER, DIRECTOR, SHAREHOLDER, MEMBER, PARTNER, OWNER, AGENT, OR EMPLOYEE, ARE EXPRESSLY AGREEING TO PERSONAL, JOINT AND SEVERAL LIABILITY FOR THE PAYMENT OF ALL LEGAL FEES AND COSTS, WHETHER INCURRED BY YOU, YOUR ENTITY, OR YOUR EMPLOYER, PURSUANT TO THIS AGREEMENT.
10. **TERMINATION.** You may terminate our legal representation of you at any time upon written notice. In the event of such a termination, you are still responsible for payment of all fees and costs you have incurred for legal services rendered by us through the date of termination.

We may also terminate our representation of you with written notice. The following include, but are not limited to, reasons we may withdraw from representation:

- a. you fail to make timely payments of retainers or amounts due to us;
- b. you provide false or misleading information to us;
- c. you fail or refuse to cooperate with us;
- d. you refuse to heed our legal advice; or
- e. you violate this agreement's terms.

If we terminate your representation, you agree that you are responsible for all fees and costs associated with terminating representation.

11. YOUR FILES. Throughout our representation, we will provide you with copies of all legal work we perform on your behalf. If representation is terminated, we will provide you with a second, electronic copy of your file upon written request received within sixty (60) days of the termination notice date. We reserve the right to assess a fee for providing the second copy, which must be paid in advance. After we complete our legal services for a matter, the matter is resolved, or representation is terminated, you authorize us to dispose of the related file(s) no earlier than ninety (90) days, or such longer time as may be required by law, whichever occurs last. We shall not be required to give you notice prior to disposing of your matter file.

12. GENERAL PROVISIONS.

a. Non-disparagement. During and indefinitely after the termination of our attorney-client relationship, we agree that we will treat each other respectfully and professionally and not engage in any vilification of the other and refrain from making any false, negative, critical, or disparaging statements, implied or expressed, privately or publicly, concerning the other, including, but not limited to, management style, methods of doing business, quality of services, role in the community, or treatment of others. We further agree to do nothing that would damage the other's business or personal reputation or goodwill; provided, however, that nothing in this section shall prohibit the disclosure of information that is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction. As the loss or damages associated with a breach of this paragraph is difficult to precisely estimate, you expressly agree that if you violate this provision that, in addition to any other legal remedies we have in law or equity, you shall be responsible to pay to us FIFTEEN THOUSAND DOLLARS (\$15,000.00) upon written demand. If you do not pay this amount within five (5) business days of the written demand date, these amounts shall be subject to paragraph 9.e. This is a material provision and survives the termination of this agreement.

b. Conflict Resolution. We agree that if any issues arise between us related to this agreement or Northvale Legal's representation of you, we will provide thirty (30) days' written notice to the other outlining any issue. We agree to first work together to resolve the identified issue(s) respectfully and amicably. If we are unable to resolve any issues together, we agree that prior to initiating any court or regulatory action, we will attend mediation in El Paso County, Colorado, with a jointly agreed upon mediator. If mediation is not successful, then, and only then, may either of us initiate a formal proceeding, including but not limited to, filing a lawsuit, or lodging

a complaint with any regulatory agency. Notwithstanding the foregoing, paragraph 9.e. shall govern the resolution process regarding late payments and collections.

- c. **Governing Law, Jurisdiction & Venue.** This fee agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflict of law provisions. We both agree to be subject to the personal and subject matter jurisdiction and venue of the federal and state courts for the State of Colorado, El Paso County.
- d. **Attorneys' Fees & Costs.** If either of us breaches this agreement, then the nonbreaching party shall be entitled to recover all attorneys' fees and costs, including mediation fees and costs, regardless if such legal services are provided by us or outside legal counsel, or a formal legal action is commenced in the court system.
- e. **WAIVER OF JURY.** WE BOTH IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR OUR PROVISION OF LEGAL SERVICES TO YOU.
- f. **Acceptance.** Upon receipt of this fee agreement, you expressly agree to be bound by its terms, if we provide any legal services or advice to you, regardless if you subsequently sign and return this agreement to us. If you do sign and return this agreement, your electronic signature shall have the same force and effect as a physical signature.
- g. **Agreement Updates.** We reserve the right to modify this agreement any time, with or without notice to you. The most up-to-date agreement is always available on our website at www.northvalelegal.com. If this agreement is updated, and we subsequently provide legal services to you, you expressly accept and agree to any new agreement terms.
- h. **Waiver.** You agree that any delay or omission on the part of us to exercise any right under this agreement will not operate as a waiver of such right or any other right; and that a waiver of any right of us on one occasion will not be construed as a bar to or waiver of any right on any future occasion.
- i. **Binding Effect.** We agree that this agreement will be binding upon our heirs, executors, administrators, and other legal representatives.
- j. **Assignment.** You may not assign this agreement without our prior written consent; however, you agree we may freely assign this agreement.

(Remainder of page intentionally left blank. Signature page follows.)

ACCEPTANCE AND AGREEMENT. Please indicate your understanding and acceptance of all this agreement's terms by executing the signature block below (sign, date and provide any other applicable information).

SIGNATURE:	
PRINTED NAME:	
DATE:	
ENTITY NAME (if applicable):	
ENTITY TYPE (if applicable):	
STATE OF FORMATION (if applicable):	
MAILING ADDRESS:	
PHONE:	
EMAIL:	
WEBSITE:	