



DICKSON DAVIS LAW FIRM

ENGAGEMENT LETTER

Date: _____

Name : _____

Address : _____

Re : Engagement for Legal Services

File ID : _____

Case No. : _____

Dear _____:

The Dickson Davis Law Firm ("Firm") is pleased that you ("Client") have asked the Firm to serve as your counsel. The purpose of this letter is to confirm in writing the nature of the engagement and set forth the terms of the Firm's legal representation of you and the Firm's engagement ("Contract"). If you have any questions about this letter or any of its provisions, then do not hesitate to call the Firm.

This engagement letter will not take effect, nor will the Firm have any obligation to provide any legal services, until the Client returns a signed copy of this Contract, a signed copy of the Legal Services Retainer Agreement ("Agreement"), a signed copy of Exhibit E in the Agreement, and pays the deposit, or retainer in full, pursuant to the Agreement provided in addition to this engagement letter. The Agreement is hereby incorporated into this Engagement Letter.

1. Client(s).

You will be the Firm's only client this matter. You, and you alone, are the Firm's client. The Firm owes no duty to your family members or to your potential successors or beneficiaries.

2. Scope of Representation.

The Firm's representation will be limited to the specific matters described in this paragraph. You are engaging the Firm to represent you, and the Firm agrees to represent you for the purpose of drafting new estate planning documents for you. You have asked the Firm to help you with planning your estate ("Matter").

The Firm's representation of you will be limited to include only the following services:

(1) Drafting your estate planning documents based on the information you have provided to the Firm. Your estate planning documents will include the following documents for you:

- | | |
|---|---|
| <input type="checkbox"/> Revocable Trust(s): _____ | <input type="checkbox"/> Advance Health Care Directive(s) |
| <input type="checkbox"/> Irrevocable Trust(s): _____ | <input type="checkbox"/> Family Meeting |
| <input type="checkbox"/> Pour Over Will(s) / Simple Will(s) | <input type="checkbox"/> Family Emergency Response Plan |

- Durable Power of Attorney(s)
- Unlimited Consultation Regarding Your Plan
- All Asset Transfers Handled by Us (excludes out of state assets)
- Asset Transfers Handled by You with Guidance
- Real Estate Transfer Documents for ____ # of properties
- CD or flash drive with all documents
- Advance Health Care Directive, or Power of Attorney for other family members (complimentary with paid membership)

- (2) Providing you with instructions on how to coordinate your life insurance and retirement plan beneficiary designations with your estate planning documents.
- (3) Sending these drafts to you and answering any questions that you may have; preparing final drafts of the documents for signing.
- (4) Supervising your execution of these final documents in South Carolina; providing you with the completed, signed documents for your records.

Disclaimers: The Firm's representation of you is limited to matters described above, and the Firm owes you no duty of ongoing representation in this matter or other matters. The Firm's duties to you under this agreement will end when the Firm has sent your completed documents to you, and you have had two weeks to review them for accuracy. Upon termination of representation, the Firm will return your legal files and documentation to you upon request. After that time, the Firm's representation of you will cease, and the Firm will owe you no duty to update your plan or to notify you of law changes which may affect you. Any future representation is not a part of this engagement and will be covered by a separate agreement.

3. Nature of Relationship.

The Firm's objective is to provide high quality legal services to the Firm's clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all concerning the terms of this matter, the Firm's ongoing handling of this legal matter, or about any issue relating to a monthly statement that is unclear or appears to be unsatisfactory, then the Firm invites your inquiries.

4. Fees and Expenses.

The Firm will perform these services for you described above for a fee of \$ _____, and that fee includes up to _____ hour(s) of the Firm's time.

If this matter takes more than this amount of time, then you agree to pay the Firm for time in excess of _____ hour(s) of Firm time at the following hourly rate for attorney(s) and paralegal(s) devoting time to this matter:

Counsel Rate: \$ 225.00
 Paralegal Rate: \$ 112.50

The Firm will notify you if the Firm will exceed the allotted number of hours regarding this matter. This flat fee and hourly rate may include time that the Firm:

- (1) has already spent discussing this matter with you (whether on the telephone or in person);
- (2) has other conversations with third parties (your advisors, other attorneys, and etc.) about this matter;
- (3) spends researching this matter;
- (4) spends drafting and reading correspondence; or,
- (5) spends supervising the execution of documents.

5. Payment Arrangements.

Payment for fees and expenses is due at the earlier of (1) the time you sign your documents; or (2) 15 days from the date of this letter. Please be ready to pay when you submit the signed and executed engagement letter and the Legal Services Retainer Agreement to the Firm. Late fees will be assessed accordingly: a \$25 late payment fee + 1.5% interest charged per month on balances greater than \$200.00. Late fees will be assessed on the last day of every month. The Firm accepts payments by either checks or money orders made payable to Dickson Davis Law Firm, LLC, or major credit cards

Initial: _____

with a 3% convenience fee. The retainer fee(s) and deposit(s) are non-refundable. All payments for work earned is non-refundable. Payment(s) made by third parties must sign and remit the authorization form in Exhibit E of the Agreement when submitting payment(s) on your behalf to be valid payments.

Disclaimer: The Firm's billing statements not only include billing information, but also include confidential information and sometimes information that is protected by the attorney-client privilege. For this reason, you should be careful with whom you share the information. Otherwise, you may waive confidentiality and privilege. The Firm recommends that you do not give this information to anyone without first consulting with the Firm. Otherwise, you may waive attorney-client confidentiality and privilege.

6. Fiduciary Duties.

The Firm recommends that, if you have any hesitation about your ability to manage assets or investments for others, you should hire an investment advisor. If there are any liquid assets such as CDs, or stocks and bonds not already in an account, the Firm recommends that you use a broker to transfer the assets into a brokerage account as soon as it is feasible. Sometimes this process can be delayed if there are CDs or other assets that will trigger a large penalty, if taken out too early.

Prior to liquidating any assets, you should consult with your CPA. The tax basis rules for estates and trusts are not the same as for individuals. The Firm normally suggest that you consult with the beneficiaries and, if feasible, obtain the beneficiaries' consent before liquidating assets, to make sure that no one objects after the fact. Unless you tell the Firm otherwise, the Firm will assume that no significant gifts were made by the decedent. This issue can be important because certain lifetime gifts are added back to the gross value of the estate, and for Federal estate tax purposes, to determine if an estate tax return is due.

Also, please keep in mind that the Firm's representation does not include income or employment tax returns. These responsibilities are the responsibility of your CPA or other tax return preparer(s). We do not prepare estate tax returns. All other tax returns are the responsibility of your CPA including, but not limited to, estate tax returns and past due gift tax returns in some postmortem cases.

7. No Continuing Obligation to Update.

Upon the Firm's submission to you of the Firm's final bill, this matter will be treated as completed. Of course, after your estate planning documents have been signed, the Firm would be pleased to respond at any time thereafter upon your request that the Firm review your estate plan, the then-applicable estate tax provisions, and other relevant laws, for the purpose of determining whether the Firm would suggest any changes. Indeed, the Firm strongly recommend that you consult the Firm, or some other lawyer of your choice, for that purpose at least once every three (3) to five (5) years.

8. Privacy Policy.

With respect to email, the Firm will use email to send and receive information including documents. However, email should never be used if a prompt response is needed. In any situation where a prompt response is needed, you should call the Firm's office rather than use email. The Firm prefers not to send emails to you at any account other than your own personal account, with a reasonable expectation of privacy. Or, you may waive your attorney-client privilege. No attorney-client privilege will attach to client-attorney communications made under circumstances where a significant risk exists that the communications will be read by a third party.

The Firm retains an electronic or digital copy for seven (7) years after the Firm's representation is terminated. Upon request, the Firm may provide you with copies of any relevant information that the Firm receives for the Firm's files. With respect to files, the Firm does not keep any original documents in the Firm's files after the Firm's representation is terminated. The Firm will give these files to you and the Client bears the responsibility to keep these files permanently.

9. General Waiver of Conflicts.

As you may be aware, the Firm represents many other companies and individuals, and the Firm is currently unaware of any conflicts of interests in this matter. In the event that this Firm represents new or existing clients in other material matters that may be directly or indirectly adverse to you, then the Firm will notify you and discuss how to proceed at that time.

Initial: _____

10. Termination of Representation.

Either of us can terminate this relationship by giving written notice to the other party. The Firm's representation of you will terminate immediately upon the giving of this notice by either party, except that, if you are involved in a court proceeding (such as a lawsuit or probate proceeding) at the time of termination and the Firm is still listed as the attorney of record, the Firm's representation will continue until the Firm is sure that the Firm's immediate withdrawal as your attorney will not jeopardize your interests in the proceeding. Upon termination by either party for any reason:

- (1) You agree to pay the Firm's fees accrued through the date of termination calculated at the hourly rate or rates stated above;
- (2) You agree to pay the Firm's expenses incurred through the date of termination; and
- (3) You are entitled to the Firm's file maintained on your matter if you request it, provided that the Firm is entitled to photocopy the file contents at your expense prior to delivery of the file to you.

11. Signature(s).

If the foregoing and the enclosed Legal Services Retainer Agreement accurately state the terms of your engagement of the Firm, then please sign the enclosed duplicate of this letter, initial each page, and return to the Firm in the return envelope provided. When a copy of this letter is signed by multiple parties, even if separately, and returned to the Firm's office, a copy constitutes our agreement.

If the foregoing, and the enclosed Legal Services Retainer Agreement, do not accurately state the terms of the Firm's engagement, then please let the Firm know immediately, and do not proceed to use the Firm on this particular matter until we have agreed upon the terms of engagement and another letter is delivered to you confirming those terms. Again, the Firm is pleased to have the opportunity to serve you. Please call me if you have any questions or comments during the course of the Firm's representation.

Very truly yours,



 Name: Deborah D. Davis, Esq.
 Title: Managing Attorney
 Bar No.: 102942
 Firm: Dickson Davis Law Firm, LLC
 Date: _____

The foregoing letter accurately states the terms of my engagement of the Dickson Davis Law Firm, LLC, to represent me in connection with the matter described above.

By: _____

Name : _____

Date : _____

Initial: _____



DICKSON DAVIS LAW FIRM

THIS CONTRACT CONTAINS AN ARBITRATION CLAUSE PURSUANT TO TITLE 15, CHAPTER 48, SECTION 15-48-10(a).

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

LEGAL SERVICES RETAINER AGREEMENT

This **LEGAL SERVICES RETAINER AGREEMENT** ("Agreement"), dated as of _____, between **DICKSON DAVIS LAW FIRM, LLC**, a South Carolina limited liability company having its principal place of business located on 310 Rutherford Street, Greenville, South Carolina 29609 ("Firm"), and _____, a resident in _____ **COUNTY, SOUTH CAROLINA** ("Client").

RECITALS

1. This agreement provides for the Firm's legal representation of the Client regarding the Client's probate and estate planning.
2. Ms. Deborah D. Davis is the Attorney at Law for the Firm ("Attorney").
3. The Firm handles estate planning matters, and the Client has consulted with the Firm regarding legal advice for the Client's probate and estate planning.
4. The Client seeks legal representation from the Firm involving:

The engagement letter is hereby incorporated into this Agreement. Accordingly, the parties agree as follows:

Article 1. Legal Services

1.1 Scope of Representation

Subject to the provisions of this Agreement as amended from time to time, and as specified in the engagement letter, the Firm will perform services including, but not limited to, the following as described in **Exhibit A**.

1.1.1 Insurance Policies and Retirement Plans

Non-probate assets are not included in the probate and estate asset transfers upon death pursuant to Title 62 of the South Carolina Probate Code. The Client is responsible for directing third parties regarding non-probate assets with how to distribute non-probate assets upon the Client's death with respect to beneficiary designations. The Firm will provide the Client with instructions on how to coordinate the Client's life insurance, retirement plan, and other types of non-probate assets beneficiary designations with the Firm's estate planning documents upon request.

Any real property owned jointly with right of survivorship or joint accounts at any financial institution also consists of non-probate assets. The Client is responsible for verifying the deed and status of the ownership over real property for purposes of that real property being a non-probate asset.

This provision serves as notice that the Firm has complied with its ethical requirement advising you to establish beneficiaries for non-probate assets according to your wishes, and the Client indemnifies the

DICKSON DAVIS LAW FIRM, LLC ■ 310 RUTHERFORD STREET ■ GREENVILLE, SOUTH CAROLINA ■ 29609
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Firm as to the Client's failure to establish beneficiaries for non-probate assets in the event litigation arises between the Client's beneficiaries and the Firm over beneficiary designations for non-probate assets.

1.1.2 Document Submission and Review

The Firm will send drafts of the Client's probate and estate planning documents to the Client prior to preparing the final draft of said documents. Within reason, the Firm will answer any questions the Client may have until the Firm prepares the final drafts of the documents for signing and execution by the Client. The Client will have the opportunity to make 2 rounds of revisions. However, after two rounds of revisions, the Client will be responsible to pay an hourly rate of \$225.00 per hour to make additional revisions, codicils, or any other estate planning documents.

1.1.3 Supervision of Signing and Executing Documents

The Firm will supervise the signing and execution of the final documents for the Client's probate and estate planning documents in South Carolina. The Firm will provide the Client with the completed, signed documents for the Client's records. The Client will be responsible to pay an hourly rate of \$225.00 for the execution of estate planning documents. The Firm will provide disinterested witnesses for the signing day.

Additionally, the Client is responsible to reimburse the Firm for filing fees and runner fees, if applicable, related to filing a Power of Attorney, if applicable, with the appropriate County's Register of Deeds Office.

1.2 Limited Scope of Representation Disclaimer

The Firm's representation of the Client is limited to matters described above. The client may elect additional services outside the scope of representation listed in the Services Rendered Price List in **Exhibit B** that will be executed as separate agreement and attached thereto as an exhibit and a modification of this Agreement.

1.2.1 No Tax Advice

The Firm's representation does not include tax advice, or estate, income, or employment tax returns. These responsibilities are the responsibility of the Client's Certified Public Accountant ("CPA") or other tax return preparer(s). All other tax returns are the responsibility of the Client's CPA including, but not limited to, estate tax returns, and past due gift tax returns in some postmortem cases.

1.2.2 No Investment Advice

The Firm does not manage the Client's assets or investments. The Client is obligated to hire a licensed investment advisor or licensed broker regarding the purchase, sale, or liquidation of assets.

1.2.3 No Ongoing Obligation to Update Documents

Upon the Firm's submission to you of the Firm's final bill, or the submission of the final documents for probate and estate planning, whichever occurs first, this matter will be treated as completed. The Firm has no ongoing duty to update the probate and estate planning documents described herein once the matter is completed.

The Firm advises that all wills be reviewed every three (3) to five (5) years, or to have a codicil drafted for minimal changes to a will. If the Firm originally drafted your will, and you wish to make changes after another review, then the Firm will make minimal changes at an hourly rate of \$225.00 per hour. However, for more substantive changes to the original will, the Firm will charge the standard rate(s) for drafting a will per **Exhibit B**.

Initial: _____

1.2.4 Legal Services beyond the Scope of Representation

The Firm owes the Client no duty of ongoing representation in this matter beyond the scope of representation or other matters. The Firm owes the Client no duty of ongoing representation regarding litigation arising from this matter in the past, present, or the future.

Article 2. Course of Representation

The Client may seek legal advice or representation from the Firm regarding this matter during the course of representation until the Firm concludes this matter ("course of representation"). This Article clarifies the decision-making authority of the Firm regarding this matter during the course of representation.

2.1 Effective Date

For the Firm to represent the Client in this matter, the Firm's representation of the Client does not begin until this Agreement is effective. This Agreement is effective when the Firm receives from the Client: (1) a signed and executed copy of this Agreement; (2) the signed and executed Engagement Letter; and, (3) payment according to **Article 3** of this Agreement for legal services. Until then, the Firm has no obligation to render legal services or represent the Client in this matter.

2.2 Retention of the Firm

The Client is retaining the Firm, and not any particular attorney. The Firm will provide attorney services under this Agreement that will not necessarily be performed by any particular attorney or delegate.

2.3 Additional Legal Services beyond the Scope of Representation

The Firm performs other legal services outside of this Agreement, which are not included in the Retainer Fee under this Agreement. For matters beyond the scope of representation, the Client is responsible for paying the Firm \$225.00 per hour including, but not limited to, all related costs and cost of transportation outside of Greenville County.

2.3.1 Notice of Additional Legal Services

The Attorney shall explain to the Client the necessity of incurring each cost, and, to the extent practical, consult with the Client prior to incurring such costs. Wherever practicable and possible, the Attorney will allow and request the Client to pay such costs directly, in advance.

2.3.2 Non-refundable Fee

At the Client's consent and authorization, the Client must pay a separate non-refundable fee from this Agreement for legal services rendered beyond the scope of this Agreement, if applicable.

2.4 Substitution of Legal Services

The Client retains the Firm to personally perform any and all legal services on behalf of the Client. The Firm may utilize the services of a substitute or additional attorney(s) to perform certain work in the Client's case with the exception of the Firm's actual representation at the signing and execution of the probate and estate planning documents. The Firm is the sole judge of when and whom to utilize substitute or additional legal services provided for the Client. The Client authorizes the Firm to split fees with any substitute or additional attorney(s) provided that the Firm notify the Client in writing of the fee splitting percentage based on the work performed by each attorney for the matter outlined in this Agreement. See **Exhibit C**.

2.5 Limited Power of Attorney

Upon executing and delivering this Agreement, the Client hereby grants the Firm, or the Firm's designees, permission to act on the Client's behalf to obtain any and all records and documents related to this matter. Simultaneously with the execution of this agreement, the Client has executed a limited power of attorney permitting the Attorney to act in such capacity for Client. The Client may revoke such limited power of attorney *at any time* by giving the Attorney written notice of such revocation.

Initial: _____

2.6 No Guarantees

The Firm makes no representation or warranty regarding the Firm’s work, the chances of success, nor the likely results which will be obtained as a result of the Client retaining the Firm.

Article 3. Legal Fees

The Client must pay the Firm a retainer fee to obtain and maintain legal representation in the Client’s case at the time of executing this Agreement before the Firm will begin working on the Client’s case (“Retainer Fee”).

3.1 Full Payment

If the Client elects to pay the Retainer Fee in full, the Client must pay the Retainer Fee at the time of executing this Agreement. The Retainer Fee is a fixed fee, and the Retainer Fee is non-refundable. The Retainer Fee will not be held in a trust account until earned. The Firm’s Retainer Fee for this matter is as follows:

Retainer Fee	Due Date	Amount (in U.S. Dollars)

THIS FIXED RETAINER FEE ONLY INCLUDES UP TO _____ HOUR(S) OF THE FIRM’S TIME ASSIGNED TO THIS CASE. NOTWITHSTANDING THE FIRM’S ESTIMATED COSTS OF LITIGATION IN FULL FOR THIS FIXED FEE, THE CLIENT WILL BE RESPONSIBLE FOR HOURLY BILLING BEYOND THE ALLOTTED HOURLY RATE FOR THE FIRM TO CONTINUE PERFORMING LEGAL SERVICES, IF APPLICABLE, AND THE FIRM WILL NOTIFY THE CLIENT IN WRITING BEFOREHAND WHEN APPROACHING THE HOURLY LIMIT.

3.2 Payment Plan

If the Client is approved for the Firm’s payment plan, then the Client must pay a non-refundable deposit, which will be applied toward the Client’s balance due for the Retainer Fee plus the additional surcharge included in the Firm’s payment plan. The Retainer Fee will not be held in a trust account until earned. The Client has _____ **month(s)** to pay the entire balance in full without penalty as of the effective date of this Agreement (“Payment Plan”). The deposit is non-refundable.

As of the effective date of this Agreement, the Client’s is approved of the following Payment Plan in **Exhibit D**. The Payment Plan is only available to the Client as long as the Client maintains good standing with the Firm making timely payments according to the above-referenced payment schedule. If the Client fails to maintain timely payments regarding the Payment Plan, then the Client must pay the entire balance due of the Retainer Fee prior to receiving the next draft or final draft of estate planning documents. Notwithstanding, the final balance is due at the time the Firm completes this matter and the final drafts are submitted to the Client’s approval and execution. If the Client exceeds the hourly allocation to the Retainer Fee, then the Client will be responsible for additional legal fees per the Services Rendered Price List in **Exhibit B** or as otherwise agreed upon by the parties.

3.4 Additional Fees

In addition to the Retainer Fee, the Client may be subject to additional charges as set forth below:

3.4.1 Late Fees

The Client must pay a \$25.00 fee for any late payments. The Firm may elect to waive a late fee that does not alter the Firm’s right to accelerate the Retainer Fee due to the Client’s default on the monthly payment plan.

Initial: _____

3.4.2 Merchant Services Fees

For the Client's added convenience, the Firm accepts major credit cards provided that the Client pay an additional three percent (3%) processing fee. The Firm accepts major credit cards including Visa, MasterCard, and Discover.

3.4.3 Returned Checks

The Client must pay a \$25.00 fee for any returned checks. Late fees will also apply if applicable.

3.4.4 Interest Fee

For balances greater than \$200.00, the Client will be subject to an additional 1.5% interest fee on unpaid balances.

3.4.5 Additional Consultation Appointment

If the Client wishes to have additional in-person consultation appointments outside of the Firm's assigned time allocated to this matter, then the Firm will charge the Client an hourly rate of \$225.00 for additional consultation appointments with the exception of phone consultations or client correspondence(s) via email, text, or mail as the Client's documents progress.

3.4.6 Additional Changes or Revisions to the Draft(s)

THE CLIENT IS LIMITED TO TWO (2) SUBSTANTIAL REVISIONS OF THE DRAFT(S), IN PART OR IN FULL, DURING THE APPROVAL PROCESS BEFORE THE FIRM SUBMITS THE FINAL DRAFT, WHICH INCLUDES, BUT IS NOT LIMITED TO, CHANGES TO EXHIBITS FOR PERSONAL PROPERTY (OF SPECIFIC GIFTS), CHANGES IN BENEFICIARIES, CHANGES IN THE ADDITION OR REMOVAL OF ASSETS. ADDITIONAL REVISIONS WILL BE SUBJECT TO THE FIRM'S HOURLY RATE OF \$225.00 PER HOUR.

3.5 Receipt of Payment

The Firm will only acknowledge receipt of funds for the Client's payment for services rendered by sending the Client a receipt for payment tendered. The Client is responsible for ensuring that the Firm has tendered a receipt of funds towards the Client's balance due of the Retainer Fee. The Firm is not responsible for payments that the Firm never receives due to external circumstances beyond the control of the Client or the Firm.

3.6 Completion of Legal Services

The Firm's duties to the Client under this Agreement will end when the Firm has sent the Client's completed documents to the Client, and the Client has had two weeks to review the completed documents for accuracy. After that time, the Firm's representation of the Client will cease, and the Firm will owe the Client no duty to update the Client's plan, or to notify the Client of law changes which may affect the Client. Any future representation is not a part of this Agreement and will be covered by a separate agreement.

3.7 Penalty

If the Client remains delinquent paying the Retainer Fee, then the Firm will withdraw representation due to non-payment. Additionally, upon written notification to the Client's last known contact information, the Firm retains the right to forward all past due balances to a collection agency when the Client's balance due remains in arrears after ninety (90) days.

3.8 Payment by another Individual

Any other third-party may pay the Retainer Fee on behalf of the Client provided that the Client authorize the Firm to receive payment from that third-party either verbally or in writing. For credit card charges made by a third-party, the third-party is required to submit a signed copy of the credit card authorization form in **Exhibit E** with the payment before a third-party payment will be considered a valid payment on the Client's behalf.

Initial: _____

Article 4. Covenants

4.1 Client

4.1.1 Client Statements

The Client shall make truthful statements and representations when dealing with the Firm in all matters related to the Client's matter. If the Firm determines that the Client has breached this provision, such as making omissions to significant factual discrepancies, then the Firm may terminate this agreement and withdraw representation. In the event that the Client breaches this provision, the Client shall pay all outstanding balances due immediately. The Client will forfeit any monthly payment plan arrangement with the Firm, and the remaining balance due for the Retainer Fee will be accelerated and due immediately.

4.1.2 Client Conduct

The Firm may seek court approval to withdraw from the Client's case as the Client's legal representative in the event the Client's conduct includes, but is not limited to, the following:

- (1) the Client misses, without justification or explanation, any scheduled appointment or court appearance for which the Firm has sent notice to the Client by mail, email, facsimile, or as communicated in person or by telephone;
- (2) the Client is responsible for notifying the Firm if the Client's contact information changes;
- (3) the Client fails to respond within ten (10) days of the Firm's successive communications (more than two attempts) via mail, email, or phone communications by the Firm to the Client's home address, email address, or phone number respectively;
- (4) the Client absconds from the court's jurisdiction, and fails to return to the State of South Carolina for required appearances;
- (5) the Client fails to be respectful to all personnel at the Firm at all times; or,
- (6) the Client fails to pay for expenses or fees incurred by the Firm related this matter with a balance due in arrears of ninety (90) days or more.

4.1.3 Confidentiality

THE CLIENT MAY NOT TO DISCUSS THIS MATTER, OR ANY TERMS OF THIS MATTER, WITH ANY OTHER PERSON OR THIRD PARTY WITHOUT OBTAINING CONSENT OF THE FIRM BEFOREHAND. THIS PROVISION ALSO APPLIES TO SOCIAL MEDIA.

With respect to email, the Firm will use email to send and receive information including documents. However, the Client should never use email if a prompt response is needed. In any situation where a prompt response is needed, the Client will call the Firm's office rather than use email.

The Client must designate a personal email account for receiving the Firm's communications, which has a reasonable expectation of privacy or the Client risks waiving the attorney-client privilege. No attorney-client privilege will attach to client-attorney communications made under circumstances when a significant risk exists that the communications will be read by a third-party.

4.2 Attorney

4.2.1 Attorney Statements

The Attorney may not make any promises of discharge, guarantees of success, nor representations or warranties of what outcome the Client will obtain from the Attorney's performance of legal services.

4.2.2 Attorney Conduct

The Attorney shall use reasonably best efforts to represent the Client to the best of the Attorney's ability in all phases of legal representation. The Attorney shall perform all services for the Client in a professional

Initial: _____

manner and maintain compliance with the Rules of Professional Responsibility and Ethics as established by the South Carolina Bar Association and the South Carolina Supreme Court.

4.2.3 Attorney Availability

The Attorney may not be available at all times if the Client desires to confer with the Attorney due to Attorney's other court appearances, client appointments, and similar obligations of the Attorney operating a law practice. The Client shall respect the Attorney's schedule. The Attorney shall keep the Client informed of the progress and of important developments in the case from time to time and to try to schedule a prompt conference mutually convenient to both parties, if and when, the Client desires the same.

4.2.4 Transfer of Case

In the event that the Client and the Attorney cannot agree on the proper handling or disposition of the Client's case, either the Client or the Firm may ask the other for the Firm's removal from the Client's case as the Client's legal representative. In such an event, the Attorney will assist the Client's new attorney in taking over the case, and fully cooperate with the new counsel to the maximum extent necessary to facilitate the change of legal counsel. The Client shall pay the Firm for services rendered until the Firm's final transfer of information and documents to the Client's new attorney at the Firm's hourly rate of \$225.00 per hour.

4.2.5 Document Retention

The Firm retains an electronic or digital copy for seven (7) years after the Firm's representation is terminated. Upon a written request in advance of five (5) business days, the Firm may provide you with copies of any relevant information that the Firm receives for the Firm's files. In the event the Client requests expedited services, the Client agrees to pay for clerical staff and courier costs for the Firm to accommodate the Client's request.

With respect to file retention, the Firm does not keep any original documents in the Firm's files after the Firm's representation is terminated. The Firm will give these original documents to the Client, and the Client bears the responsibility to keep these documents permanently.

4.2.6 Conflict of Interests

The Client is the Firm's only client this matter. The Client, and the Client alone, is the Firm's client. The Firm owes no duty to the Client's family members or to the Client's potential successors or beneficiaries. All communications between the Client and the Firm are subject to the attorney-client privilege.

Should a conflict of interest arise during the course of representing the Client, the Firm will notify the Client of all potential conflict of interests in writing, and the Firm will obtain the Client's informed consent and affected Firm clients prior to proceeding with representation.

Article 5. Termination

Subject to **Articles 3** and **4**, both parties may terminate this Agreement in writing at any time. Upon termination of the Firm's services, the Client shall pay the Firm for services rendered until termination or any remaining balance(s) due to the Firm. However, any payments tendered prior to termination are non-refundable.

Article 6. General Provisions

6.1 Governing Law

The Laws of South Carolina govern all matters relating to this Agreement, including torts. Both parties submit any litigation concerning the enforcement of this Agreement exclusively to the jurisdiction of the Circuit Court of Common Pleas in Greenville County, South Carolina. If litigation occurs, the losing party shall pay fifteen per

Initial: _____

cent (15%) of the reasonable attorney's fees and all court costs to the prevailing party. Nothing in this provision prevents the parties from seeking assistance from the South Carolina Bar Association fee disputes board, if the parties agree to submit any fee disputes to the South Carolina Bar Association.

6.2 Assignment and Delegation

The Client may not assign the Client's rights or delegate the Client's performance under this Agreement without the Firm's prior consent. The Firm may assign its rights and delegate its performance. For the purposes of this section, an assignment includes a change of control.

6.3 Successors and Assigns

The Agreement binds and benefits the parties and their respective permitted successor and assigns.

6.4 Notices

The parties must send all notices in writing and give all consents in writing through email, fax, in person, overnight courier, or certified mail through the U.S. Postal Service. A notice or consent occurs and is effective when the intended recipient receives it. Email is the preferred mode of communication for notices between both parties.

6.5 Merger

This Agreement states the full agreement (as the final, complete, and exclusive statement of the parties' agreement on the matters contemplated within this Agreement) between the parties and supersedes all prior negotiations and agreements.

5.6 Severability

If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force. If any court strikes an essential provision, then the parties shall opt for rescission instead of reformation of this Agreement by any court; and, attorney's fees will be presented in an hourly billing format for the reasonable value of services provided at the rate of \$225.00 per hour.

5.7 Amendments or Modifications

The parties may amend or modify this Agreement in writing and with the consent of both parties. If the provisions of either an amendment or modification and this Agreement conflict, then the provisions of this Agreement govern.

5.8 Counterparts

This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

5.9 WAIVER OF JURY TRIAL

The Client waives a jury trial for any claims, including legal malpractice for errors or omissions, related to the Firm in this matter after a having a reasonable opportunity to consult with independent legal counsel. The Client is encouraged to obtain independent legal advice concerning this waiver prior to obtaining the Firm's services for this matter. Any disputes that arise between the parties with respect to the performance of this Agreement is subject to binding arbitration under the Federal Arbitration Act under Title 9 of the United States Code and administered by the American Arbitration Association ("AAA") and its rules and procedures in effect at the time of submission. In the event of a dispute, both parties will share equally in the costs of arbitration.


BOTH PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ALL MATTERS REGARDING THIS AGREEMENT OR POSSIBLE TRANSACTIONS ARISING FROM THIS AGREEMENT.

5.9.1 Acknowledgment

This waiver is signed and initialed knowingly, voluntarily, and intentionally. Each party has had the reasonable opportunity to seek independent counsel to explain the consequences of this provision and its ramifications from waiving the right to jury trial for any claims regarding this matter.

DICKSON DAVIS LAW FIRM, LLC

CLIENT

By: 

By: _____

Name: Deborah D. Davis, Esq.

Name: _____

Title: Managing Attorney

Bar #: 102942


Date: _____

Date: _____

To evidence the parties' agreement to this Agreements provisions, the parties have executed and delivered this Agreement as of the date set forth in the preamble.

DICKSON DAVIS LAW FIRM, LLC

CLIENT

By: 

By: _____

Name: Deborah D. Davis, Esq.

Name: _____

Title: Managing Attorney

Bar #: 102942

Date: _____

Date: _____

Initial: _____

EXHIBIT A

The Firm will provide the following legal services of representation that is the limited scope of legal representation regarding this matter:

Drafting the Client's estate planning documents based on the information the Client has provided the Firm. The Client's estate planning documents will include the following documents:

- | | |
|---|---|
| <input type="checkbox"/> Revocable Trust(s): _____ | <input type="checkbox"/> Advance Health Care Directive(s) |
| <input type="checkbox"/> Irrevocable Trust(s): _____ | <input type="checkbox"/> Family Meeting |
| <input type="checkbox"/> Pour Over Will(s) / Simple Will(s) | <input type="checkbox"/> Family Emergency Response Plan |
| <input type="checkbox"/> Durable Power of Attorney(s) | <input type="checkbox"/> Real Estate Transfer Documents for ____ # of properties |
| <input type="checkbox"/> Unlimited Consultation Regarding Your Plan | <input type="checkbox"/> CD or flash drive with all documents |
| <input type="checkbox"/> All Asset Transfers Handled by Us (excludes out of state assets) | <input type="checkbox"/> Advance Health Care Directive, or Power of Attorney for other family members |
| <input type="checkbox"/> Asset Transfers Handled by You with Guidance | <input type="checkbox"/> Other: _____ |

NOTES:

EXHIBIT B

Estate Planning Services Rendered Price List	Rate
(1) Wills: Simple Wills of Pour-over Wills (for Trusts)	
(a) Individual:	
(i) Without a testamentary trust for minors	\$600.00
(ii) With a testamentary trust for minors	\$650.00
(b) Couples: Includes two of each document for each person	
(i) Without a testamentary trust for minors	\$1,200.00
(ii) With a testamentary trust for minors	\$1,300.00
(2) Trusts	
(a) Individual:	
(i) Inter vivos Trust (Living Trusts)	
-For assets under \$300,000.00	\$2,500.00
-For assets more than \$300,000.00, and less than \$1,000,000.00	\$5,000.00
- For assets more than \$1,000,000.00	Custom Pricing
(ii) Testamentary Trust	
-For assets under \$300,000.00	\$1,500.00
-For assets more than \$300,000.00, and less than \$1,000,000.00	\$3,000.00
-For assets more than \$1,000,000.00	Custom Pricing
(b) Couples: Includes two of each document for each person	
(iii) Inter vivos Trust (Living Trusts)	
-For assets under \$300,000.00	\$5,000.00
-For assets more than \$300,000.00, and less than \$1,000,000.00	\$10,000.00
-For assets more than \$1,000,000.00	Custom Pricing
(iv) Testamentary Trust	
-For assets under \$300,000.00	\$3,000.00
-For assets more than \$300,000.00, and less than \$1,000,000.00	\$6,000.00
-For assets more than \$1,000,000.00	Custom Pricing
(c) Testamentary Trust for Minors (Individual pricing)	\$100.00/each
(3) Power of Attorney (Individual Pricing)	
(a) General Power of Attorney (Unlimited)	\$150.00/each
(b) Limited Power of Attorney (Specific Powers enumerated)	\$150.00/each
(i) Durable Power of Attorney	\$150.00/each
(ii) Springing Power of Attorney	\$150.00/each
(c) Healthcare Power of Attorney	\$150.00/each
(4) Living Will: South Carolina Advance Health Care Directives (Individual pricing)	\$150.00/each
(5) Recording Costs per County (Individual Pricing) [Price varies for electronic filing]	\$250.00/each
(6) Travel Fees:	
(a) In-home visits within 25 miles of Greenville City	\$75.00/each
(b) In-home visits more than 25 miles outside of Greenville City	\$150.00/each
(7) Meeting with third parties (investment advisors or CPAs)	\$225.00/hour
(8) Additional revisions (two revisions included in Retainer Fee)	\$225.00/hour
(9) For all other services provided, but not included in the abovementioned list, the client may be charged an hourly rate of \$225.00 per hour.	\$225.00/hour

EXHIBIT C

ATTORNEY PARTICIPATION DISCLOSURE AGREEMENT

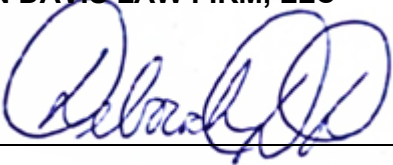
Pursuant to Rule 1.5(e) of the South Carolina Rules of Professional Conduct, the client

_____ (“Client”) hereby acknowledge that the **DICKSON DAVIS LAW FIRM, LLC** (“Firm”) and the attorney (or firm) _____ (“Firm Associate”) assume joint responsibility for representing the Client in the Client’s case. The Firm and the Firm Associate agree to be available for consultation with the Client regarding the Client’s case. The Client accepts the division of legal fees between the Firm and the Firm’s Associate for any attorney’s fees recovered in the Client’s case as follows:

Legal Service Provider	Percentage of Work Performed	Percentage of Attorney’s Fees
Firm	_____ %	_____ %
Firm’s Associate	_____ %	_____ %

DICKSON DAVIS LAW FIRM, LLC

CLIENT

By:  _____

By: _____

Name: Deborah D. Davis, Esq.

Name: _____

Title: Managing Attorney

Bar #: 102942

Date: _____

Date: _____

FIRM ASSOCIATE:

By: _____

Name: _____

Title: _____

Bar #: _____

Date: _____

EXHIBIT D

This Client has been approved for a payment plan with Dickson Davis Law Firm, LLC:

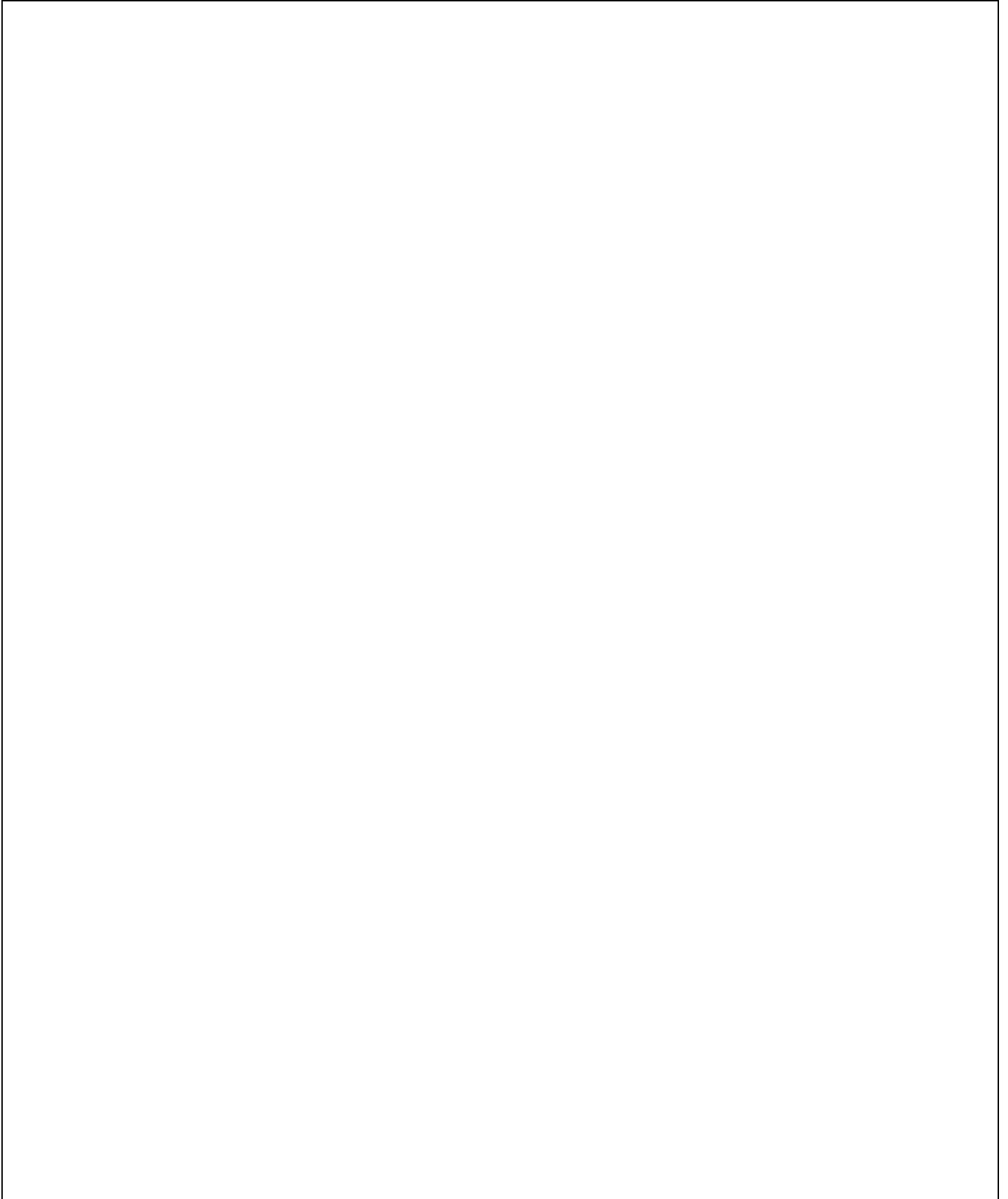




EXHIBIT E

**Dickson Davis Law Firm, LLC
Credit Card Authorization Form**

DICKSON DAVIS LAW FIRM

Client Name:

First

Middle

Last

Contract/Sales Order #:

Invoice(s):

Name on Credit Card:

First

Middle

Last

Credit Card Billing
Address:

Street Address / PO Box

City

State

Zip

Credit Card Type:

Visa / MasterCard / Discover / Other:

Credit Card Number:

Credit Card Exp. Date:

Month

Year

CID#

Amount to Charge:

\$

Cardholder Signature:

Signature

Date

/ /20__