



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 Contingency Fee Agreement ("Agreement"), and a signed copy of Exhibit C in the Agreement 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: a personal injury claim from that occurred on _____ (hereinafter referred to as the "matter"), and obtaining a non-trial resolution or trial resolution of the matter.

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

- (1) the Firm's time and appearance coordinating a settlement with the opposing counsel whether informally, or through mediation;
- (2) the Firm's time conducting the investigation of the case;
- (3) the Firm's appearance on behalf of the Client;
- (4) the Firm preparing pre-trial motions, and related pleadings, if applicable;
- (5) the Firm conducting any hearings as required;
- (6) the Firm conducting discovery as required; and,
- (7) the Firm preparing for and attending trial as required (excluding retrial if applicable).

DICKSON DAVIS LAW FIRM, LLC ■ 310 RUTHERFORD STREET ■ GREENVILLE, SOUTH CAROLINA ■ 29609
833.729.3426 TEL ■ 864.752.1424 FAX ■ WWW.DICKSONDAVISLAW.COM ■ INFO@DICKSONDAVISLAW.COM

Disclaimer: 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 you the filed settlement agreement prior to trial or hearing or obtained a disposition of the case prior to trial or hearing. Upon termination of representation, the Firm will return your legal files and documentation to you. After that time, the Firm's representation of you will cease, and the Firm will owe you no duty to update your case or to notify you of changes in the law changes that 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 contingency fee that is contingent on the outcome of this matter. Should the matter reach settlement and disposition at any point during the any stage of litigation, then the contingency fee for that stage of litigation will apply. Should the Client terminate the Firm's legal services, but prevail on obtaining a settlement or award, whether the award results from a jury or bench trial, the Client is responsible for reimbursing the Firm for legal fees earned pursuant to Exhibit B in the Agreement, the Firm's costs of litigation, and the Firm's out-of-pocket expenses related to this matter.

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's expenses related to this matter may include, but is not limited to, the following:
include time that the Firm may:

- (1) have already spent discussing this matter with you (whether on the telephone or in person);
- (2) have other conversations with third parties (your advisors, other attorneys, and etc.) about this matter;
- (3) spend researching this matter;
- (4) spend drafting, revising, and reviewing your case motions and related pleadings;
- (5) spend drafting and reading correspondence;
- (6) spend supervising the execution of documents;
- (7) spend on administrative legal costs that may include copying documents, hiring a court reporter, transcript costs, paralegal assistance, travel time, and so forth.

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.

5. 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.

6. 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.

7. 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.

Please note, that should the Client terminate the Firm's legal services, and obtain a settlement or award thereafter, the Client is responsible to reimburse the Firm for the Firm's legal fees earned pursuant to Exhibit B in the Agreement, the Firm's costs of litigation, and the Firm's out-of-pocket expenses related to this matter before all other claims. The Firm has the right to file a lien against the Client's settlement or award to this effect.

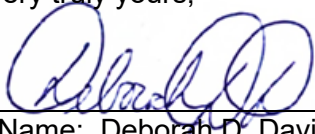
8. Signature(s).

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 : _____