

THE CHANDLER LAW FIRM, PLLC
ATTORNEYS AND COUNSELORS AT LAW

2020 Pennsylvania Ave. N.W. Suite 185
Washington, D.C. 20006
Tel: 202-296-8484
Fax: 202-296-4098

Professor James P. Chandler
Writer's Direct Dial: 202-296-8484
Email: jpchandlerIII@chandlerlawfirm.com

Online Contract /Engagement for Legal Services

This agreement is by and between The Chandler Law Firm, PLLC and Client. James P. Chandler, a member of the District of Columbia Bar, is the Principal in the firm. He employs other lawyers, law firms and experts in other fields as required to provide the client with the most effective representation. The Chandler Law Firm PLLC, A Professional Limited Liability Company (hereinafter "the Firm") has agreed to provide professional legal services to Client in the form of counsel and representation in the matter described in the emails between the firm and the client. Client requires the assistance of The Chandler Law Firm PLLC. This engagement contract does include actual litigation by the Firm and may include prosecution of trademark and copyright applications in the USA and such other jurisdictions as may be assigned from time to time by the Client. Should litigation become necessary, the firm reserves the right to request a supplemental engagement agreement and retainer as a condition of further representation of Client. This engagement agreement is effective from and after a final email by the firm to client on the scope of the representation which supercedes all previous engagements for professional legal services heretofore made by Client with firm.

The following is an explanation of the billing practices and procedures of this firm, which will be followed in handling the representation of Client in litigation on behalf of Client.

1. **Fee & Cost Advances**: The firm has agreed to accept an initial non-refundable retainer of \$ 15,000. This fee will be applied toward fees and costs. Further, the Firm has agreed to accept and the Client has agreed to pay the firm's invoice each thirty (30) days after commencement of this representation. The initial retainer fee and future fees are earned when paid. Payment shall be made online at www.niplilawoffice.com, which is the online payment center for the Chandler Law Firm PLLC.
2. **Additional Fee/Cost Advance**: Payment of the fee and costs by client may be required, as a condition of the firm's continued representation, or the Firm may require client to pay a deposit as security for the payment of future fees and advanced costs in such amount as the Firm determines to be required to continue the representation of client.
3. **Client Address and Cooperation**: Client agrees to keep the Firm informed of the most current contact coordinates for its principals, to cooperate with the Firm as requested in locating witnesses, preparing and obtaining documents and information, signing documents, securing testimony and in any other matter desired. Client authorizes the Firm and any attorney or law firm working for the firm to review any of Client's files and records, wherever situated, in the conduct of our representation of the Client.
4. **Costs and Expenses**: In addition to fees, there are necessary costs and expenses related to the Client representation and litigation. These costs are generally legal costs, i.e., filing fees, witness fees, costs of taking depositions, process server fees, court reporter fees for hearings- either attendance or transcription- other expenses for long-distance telephone calls, photocopies, postage, facsimile and courier or delivery service. When convenient, expenses may be direct billed to the Client in a manner agreed to by the Client. At times it may be necessary, to engage the services of experts and specialized personnel, i.e. scientists, appraisers, accountants, or private detectives. The Client will be consulted before such people are engaged on the Client behalf. The Client will be solely responsible for their fees. If our firm pays such costs, the Client agrees to reimburse such costs.
5. **Monthly Billing**: The policy of our firm is to send a statement for costs and fees to clients on a monthly basis. Major costs, such as those for trial or deposition transcripts may be sent directly to the Client for payment, while some minor costs, such as filing

fees or long-distance telephone calls, will not appear as charges on the Client's statement. All statements, whether for fees or costs or both, are due upon receipt, unless the Client and the firm agree to a deferment of payment of fees. The firm cannot defer its costs. All costs must be paid when billed.

6. **30 Days for Billing Complaints**: The Client agrees to examine each statement carefully and to communicate any questions or objections immediately to us beginning at the commencement of this representation. The Client further agrees that any statement to which no objection has been made within thirty (30) days after receipt by Client shall be deemed to be correct, fair and final. With regard to statements not yet received by the Client, the Client shall have 30 days from receipt to make objections. Otherwise, it is hereby agreed that the statement shall be deemed to be correct, fair and final.
7. **Withdrawal from Representation**: Our Firm shall have the right to withdraw from the representation of the Client's interests if differences arise between the firm, the attorney and Client concerning the management or the representation of the Client or litigation, if any. Or if the Client does not make the payments required by this agreement, or if the balance of fees and interests deferred by the Firm equals or exceeds \$50,000.00, without a payment arrangement having been agreed to. All statements are due and payable in full upon receipt. The Client agrees that upon failure promptly to pay any statement in accordance with the provisions of this agreement. The firm may withdraw from further representation and the Client will sign all necessary documentation therefore, including a promissory note and payment plan on any balance owed to the Firm. If the Firm discontinues representation, the Firm will give the Client notice of our intention to discontinue representation and will allow the Client a reasonable time to employ other counsel, but in no event more than sixty (60) days.
8. **Entire Agreement/ Severability**: This Agreement contains the entire agreement between the Client and the Firm regarding this matter and the fees, charges and expenses to be paid relative thereto. This Agreement shall not be modified except by written agreement confirmed by the Client email to the Firm and the Firm email to the client. This agreement shall be binding on the Client and the Firm and the respective heirs, executors, legal representatives and successors of each of us. Each provision of this

agreement shall be severable, and if any provision is determined by any court to be invalid, illegal or unenforceable, the validity of the remaining provisions shall not be affected thereby.

9. **District of Columbia Governing Law:** This agreement shall be interpreted and governed in all respects under the laws of the District of Columbia.
10. It is our firm's practice to keep clients advised of all pending proceedings and hearings, and provide them with a copy of all correspondence and pleadings. It is suggested that the Client maintain a file of these documents. If the Client ever has any questions or need any advice, please call us immediately. No lawyer can guarantee the results in any given matter or case, but our firm will do all it can to aggressively pursue a favorable outcome in the matter for which the Client has retained us, consistent with our ethical obligations.
11. This is a legal contract; the Client may wish to consult with an attorney for advice regarding the Client's rights. If it is the Client's desire to retain us on these terms and conditions, please send an email to us at onlinecontract@chandlerlawfirm.com for our files along with the payment of the Client's fee online at www.niplilawoffice.com. The Firm looks forward to the representation of the Client. The firm will confirm its acceptance of the representation by return email to the Client upon receipt of payment. A receipt for payment will be emailed to client. A copy of this engagement and exchange of emails between the client and the firm should be printed for the Client's records. Together these documents constitute the contract between the client and the firm.

Very truly yours,
THE CHANDLER LAW FIRM PLLC
By: James P. Chandler
Managing Principal