

Gaines, Goodspeed & Juba, P.C.
My Church Law Firm Legal Representation Engagement Letter:
Terms and Conditions

1. Fees. Many factors are considered in billing for our services, including the novelty and complexity of the issues involved and the urgency with which the services must be performed for the client. The number of hours spent by professional personnel performing the work is the principal basis for the firm's fees.
2. Hourly Billing Rates. Hourly rates are based upon the expertise and the experience of individual attorneys. Hourly billing rates are reviewed periodically and may change from time to time. The current effective rates will be set forth in our invoices.
3. Annual Non-Refundable Retainer Fee. We require new clients receiving the benefits of the My Church Law Firm reduced rates engagement relationship to deposit an annual non-refundable retainer fee with us in the amount of \$2,000.00. In certain circumstances we may waive the first (initial) annual non-refundable retainer fee amount for a client. In such a circumstance, the annual non-refundable retainer fee will resume upon the client's renewal date the next calendar year. Regardless, once your existing My Church Law Firm reduced rates engagement relationship is renewed at the end of your initial 12-month (1 year) period, you *will* be billed the normal \$2,000.00 annual non-refundable retainer fee.

You may elect to pay the annual non-refundable retainer fee of \$2,000.00 either in the form of a check or by allowing us to charge the full amount to your designated credit card. If you provide us a designated credit card for the purposes of the annual non-refundable retainer fee, each subsequent annual non-refundable retainer fee will automatically be charged in full to such credit card.

4. Advance Retainer Fee. In some circumstances, we may require a client to pay an advance retainer fee for certain matters, including but not limited to litigation matters. If the advance retainer fee is exhausted, you acknowledge and agree to replenish the advance retainer fee in either the amount originally identified in your engagement letter or as requested, in writing, by the firm. Failure to replenish the advance retainer fee may result in the firm declining to provide further work and/or terminating the engagement. You also agree to pay any amounts invoiced to you for services rendered by the firm that extend beyond the advance retainer fee. Upon the end of the parties' engagement, any remaining advance retainer fee, minus any fees and expenses owed to the firm, shall be returned to you.
5. Other Expenses. In lieu of itemizing in-house expenses, a five percent (5%) surcharge will be added to your total monthly legal fees and included on your monthly statement.
6. Monthly Billing. You will receive an electronic monthly invoice and statement for professional services. The balance due is payable in full when received each month. If you have a credit card on file with us, you authorize us to access or debit the account balance due five (5) business days after the invoice is emailed to you.

7. **Delinquency and Account Charge.** In the event our invoices to you are not paid within thirty (30) days after you receive them, we reserve the right to: (i) impose a charge at the rate of fifteen percent (15%) per annum on the balance due to help defray the cost of administering delinquent accounts; and (ii) cease any further work for you until the account is paid in full.

You agree to be charged for the time spent for collection if your account becomes past due which may include, but is not limited to, attorney's fees, costs expenses and surcharge. Any outstanding balances not paid when due shall be subject to this Section 5.

8. **Use of My Church Law Firm Website Materials.** As part of our services to you, you may have access to the firm's website(s). You understand, acknowledge, and agree that the materials provided are for informational purposes only and do not constitute legal advice or services. No general statement or opinion of legal matters can anticipate all of the unique circumstances of a particular legal position. There may also be differences in the law between varying jurisdictions. You agree to neither rely upon such published materials for legal advice nor take a particular legal position in reliance upon them. You also agree to seek direct legal advice from our law as it relates to your unique situation.

All materials published by the firm are proprietary copyrighted content and belong to us at all times. You agree that you are being granted a non-exclusive license to view our materials. This license expires upon termination of our representation without further need for written or verbal notice. You agree not to alter, impair, change, or interfere with our website publications. The materials provided are for your use only and you agree you will not transmit them to any third-party without prior written approval from us.

9. **Client Information Privacy and Security.** We vigorously and extensively seek to protect every client's information, data, records, and the firm's work product in response to same. Accordingly, the firm shall retain and protect all your records in an encrypted and protected file-record system publicly accepted as a valid platform for law firm data protection. However, this Section 7 is neither a guaranty nor a warranty from incursion, theft, online attack, or other loss despite the firm's reasonable protection efforts.
10. **Record Retention.** Unless otherwise agreed upon in writing between the parties, the firm reserves the right to dispose of a client's files seven (7) years after the end of the firm's legal representation unless otherwise required by law, court, or other authorized governmental agency.
11. **Publicity.** Notwithstanding Section 7 herein, unless instructed otherwise in writing by you, the firm may disclose that it is representing you (or has represented you in the past) regarding the applicable matter(s) if you have publicly disclosed same.
12. **Governing Law and Venue.** The engagement letter, including these terms and conditions, shall be construed, and enforced in accordance with Texas law. Venue shall reside in Denton, Texas.

13. Severability. If any portion, provision, or part of the engagement letter, including these terms and conditions, is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions, or parts of the engagement letter, including these terms and conditions, and shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

14. Alternative Dispute Resolution. Any and all claims or disputes arising from or related to the engagement letter, including these terms and conditions, other than a claim for injunctive relief, shall first be submitted to mediation in Denton County, Texas, with a panel of one (1) mediator, and if not resolved by mediation, then by binding arbitration in Denton County, Texas, with a panel of one (1) arbitrator, under, and in accordance with, the then governing rules of the American Arbitration Association. Judgment upon an arbitration award may be entered in the District Court for the County of Denton, Texas. The parties shall bear their own costs related to any mediation or arbitration proceeding.

Nothing contained herein shall prevent the firm from filing any action in a court of competent jurisdiction for the limited purposes of outlining and supervising the enforcement of the mandatory arbitration process and of issuing any injunctive or similar preliminary relief as may be deemed appropriate by such court in advance of the issuance of any arbitration award.