



General Terms & Conditions

These General Terms & Conditions supplement and are incorporated by reference in to and form a part of that certain Law Firm proposal agreement between you and The Mercer Law Office, A Professional Association, as such terms are defined in the agreement. In the event of a conflict between these General Terms & Conditions and the other terms of the agreement between you and the Law Firm, the terms of the Law Firm proposal agreement between you and the Law Firm shall govern and control over these General Terms & Conditions.

Notwithstanding any terms to the contrary, you hereby acknowledge and agree that we have made no representations whatsoever about the probability or likelihood of a successful outcome in this case, which is incapable of prediction or estimation. Notwithstanding any terms to the contrary, you further acknowledge and agree that we have made no representations whatsoever about the maximum costs or anticipated fees of representation, which are incapable of prediction or estimation.

Our hourly rates and fees may be increased any time after the last calendar day of each calendar year including at the end of the current calendar year. You will generally receive itemized monthly invoices by system email, detailing services rendered.

We are confident we will enjoy a mutually rewarding professional relationship. The Law Firm reserves the right to withdraw from and end its representation if you should fail to honor all of the terms of the agreement; if you should become disagreeable or difficult to deal with in the sole discretion of the law Firm; if you fail to cooperate on the case or fail to follow our advice on a material matter; if you become belligerent with Law Firm staff or any of our employees; if you make threats of any nature, whatsoever, whether physical or non-physical, toward any person or entity; if you fail to timely pay any invoice; if any fact or circumstance would, in our view, render our continuing representation unlawful, unethical, impractical, unacceptable or ineffective; or for any other reason whatsoever.

By entering into this agreement, you agree to make prompt and timely payment of the Law Firm's invoices for fees and costs related to the representation and to paying any third-party invoices that we may elect to advance for you, time being of the essence concerning your obligations under this agreement. You hereby acknowledge and agree that if you fail to timely pay any invoice upon receipt, your case may automatically be placed on an accounts receivable hold and legal services will be suspended, without notice. Your failure to pay your invoice upon receipt shall constitute your knowledge that your case may be on an accounts receivable hold. Therefore, if you do not receive an invoice from the Law Firm in any calendar month, you agree to notify us in writing of same and to confirm that you have a zero balance. Interest at Florida's maximum legal rate may be assessed and become immediately due and payable on all invoices not paid when due. The Law Firm is hereby granted an attorney charging lien and retaining lien for the payment of all sums due under our engagement agreement with you and also upon the property or funds received by or for you, by settlement, judgment, or otherwise, or which was at issue in the case or pre-litigation dispute between the parties. The interest and lien provisions of this paragraph shall survive the termination or expiration of this agreement or of our representation of you.

As to your own documents, records, and evidence, you agree to always maintain and keep your own originals and a back-up and never give us any originals of your documents, records, and evidence, and you further agree that any document(s), records, and evidence you give us shall be deemed expendable (shredable) at the conclusion of representation, without notice or inquiry to you, and we have no duty to return such copies to you. Unless previously terminated, the Law Firm's representation of you will terminate automatically when we send to you the last monthly invoice for services rendered in this matter, defined as an invoice sent and for which there is no additional invoice for the next three (3) calendar months.

The Law Firm will retain or dispose of and discard any remaining documents or other materials in accordance with the firm's record retention policy then in effect. The Law Firm will retain documents you furnish to us for this matter for a period of two (2) years, unless a longer period is otherwise required by law, and then may destroy them without notice to you or inquiry. Any and all documents, files, and materials and work product that the firm produces in connection with its representation of you shall remain the sole property and exclusive copyright and property of this Law Firm, even if used directly or indirectly in connection with representing you. Our attorney notes reflect our proprietary and confidential methods that are not generally known to the public and/or constitute trade secrets and shall remain solely the private property of Law Firm ("our Notes"). You hereby consent to our consultations and calls and video conferences being audio or video recorded for quality assurance purposes. These recordings ("Recordings") contain and reflect our

proprietary and confidential methods and strategies that are not generally known to the public and/or constitute trade secrets and copyright and are the solely the private property of Law Firm. You hereby acknowledge and agree that our Notes and Recordings do not constitute part of your client file and you further acknowledge and represent that you have no right to a copy of our Notes or Recordings, either during our representation or after our representation is concluded, and thereafter. You covenant and agree to immediately provide us with advance written notice of any change in your mailing address, e-mail address, telephone number(s), and other contact information. Should you in the future request that we do any legal work for you or provide you with legal advice where we do not happen to prepare a new engagement proposal as to such future work or legal need, you and our Law Firm hereby agree that the terms and conditions in the engagement agreement to which these General Terms & Conditions are incorporated shall be deemed to apply to any such future work that we elect to perform for you or provide to you. The provisions of this entire paragraph shall survive the termination or expiration of this agreement or of our representation of you.

You are engaging the Law Firm, not any particular attorney, and one or more of our attorneys and paralegals may work on your case in a team approach, which is how we develop strategy. The engagement agreement to which these General Terms & Conditions are incorporated is solely between you and us, and there are no intended third-party beneficiaries as to this agreement and our legal representation. This agreement may not be assigned by you without our prior written consent.

This agreement can be amended or modified only in writing signed by the parties. The section titles of the engagement agreement are offered solely for convenience purposes and are not to be deemed limiting or substantive. This agreement shall be binding upon you and the Law Firm, and our respective heirs, executors, legal representatives, successors, and permitted assigns.

If either AAA or JAMS declines to take jurisdiction, then the parties shall attempt in good faith to agree upon a neutral arbitrator and, failing that, a court of competent jurisdiction solely in Duval County, Florida may be petitioned solely to appoint an arbitrator for binding resolution of any and all claims. The third-party costs of arbitration shall be divided equally between the claimant's and respondent's side of the case. The provisions of this paragraph shall survive the termination or expiration of this agreement or of our representation of you.

If any word, part of a sentence, phrase or provision of these General Terms & Conditions is held to be illegal, invalid, or unenforceable, such provision (or word, or phrase, or part of a sentence, or part of a clause) shall be deemed severable only to the extent necessary to render it enforceable, and the remaining words, portion of the phrase, part of the sentence, and provisions and terms and conditions of this agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance, and the provisions of this paragraph shall survive the termination or expiration of this agreement or of our representation of you.