
Dear

Thank you for your interest in retaining the Law Office of Giselle Ayala Mateus. This letter will confirm the scope and terms of our representation and will ensure that we have a clear understanding of these matters from the outset.

Retainer Agreement

1. **THE AGREEMENT AND THE SERVICE.** This Agreement acknowledges the hire of the Law Office of Giselle Ayala Mateus P.C. (herein the “*Firm*” or “*Attorney*”) by _____ (hereinafter the “*Client*”) and the fee arrangement by which Attorney will handle the following matter or proceeding: 2 legal consulting sessions to assess the registration and protection under intellectual property law of visual works. Client understands that Attorney cannot guarantee the results of any proceeding and acknowledges that no representations have been made by Attorney about the outcome of this matter.
2. **LEGAL FEES.** The legal fees for representation of Client in this matter correspond to a flat fee of \$300 USD. The payment of the legal fee is required prior to commencement of any legal services for Client.
3. **COSTS AND EXPENSES.** In addition to legal fees, Client is responsible for payment of costs incurred and disbursements made on Client's behalf including, but not limited to, photocopying costs, long distance telephone charges, postage, and fees and expenses for any experts hired on the Client's behalf. Client agrees to pay all expert fees and expenses in advance. Client specifically understands that Attorney will not advance any expert fees and expenses.
4. **PAYMENT OF FEES.** Client will be responsible for the prompt payment of all fees and costs incurred in excess of the retainer. Absent other arrangements made in writing; payment is due immediately upon receipt of the billing statement. Charges not paid by the last business day of the billing month are considered delinquent and will bear interest at the rate of eighteen percent (18%) per annum, or the maximum rate allowed by law, whichever is less. In the event Attorney must take legal action to collect Client's account, Client expressly agrees to pay all collection costs, including reasonable Attorney fees.
5. **COMMUNICATION.** Client acknowledges that the normal operation of Attorney's office has been explained, and specifically that communications are normally maintained through the Clio Connect Client portal or the paralegal staff, and that the “team approach” utilized in Attorney's office makes it likely that different tasks will be attended to by different people. Client understands that calls should normally be placed to, and normally will be returned by, the paralegal case manager assigned by Attorney to manage Client's case. Client understands that documents will frequently be drafted by one member of Attorney's office staff (often a paralegal), and then

reviewed or edited by another (usually the Attorney), sometimes going through multiple drafts or reviews until completed, depending on the nature of the document.

Client has been informed that Attorney's usual mode of keeping clients informed about the status of pending matters in this office is to copy all incoming and outgoing written communications, and Client has been directed to retain all such copies, and periodic billing statements.

Client understands that for the purpose of preserving Attorney/client confidentiality, and other reasons, all contacts between Client and any member of Attorney's staff are to be conducted at the office, whether in person or by phone, and not at the home of a member of Attorney's staff, or a cell phone, etc., except where strictly necessary and where advance arrangements for such contacts have been made at the office. It is understood that any meetings outside of normal office hours (i.e., 8:00 a.m. to 5:00 p.m.) or phone calls to a member of Attorney's staff at home or by cell phone are extraordinary events and are discouraged.

Client understands that Attorney's office works by appointment and scheduling, such that all client meetings must be by appointment. Client-initiated communications, such as e-mails and telephone calls, in excess of three per week will be billed at the hourly rate.

As a general proposition, everything you tell us, or we tell you, is and will be treated as confidential information, protected by the "attorney-client privilege" against disclosure. There are certain rare exceptions. For example, we might be required to reveal information necessary to prevent death or substantial bodily harm. However, if the Client shares privileged information with third parties it loses that protection – the third party (even relatives or financial backers) can be deposed or examined at trial as to what they know and why they know it. Additionally, the applicable ethics rules prohibit us from taking direction from, or giving confidential information to, a third party who happens to be supporting the Client or paying the client's legal costs.

In certain extremely rare circumstances, we permit contact by, and either taking information from, or giving information to, such third parties, at our sole discretion. The normal rule, however, and what you should expect to apply, is that we will not respond to inquiries from any third party, no matter how trusted they might be by the Client, and third parties may not be the conduit for the passing of confidential information to, or from, the Client.

- 6. WITHDRAWAL OF ATTORNEY.** Client understands and expressly agrees that Attorney may withdraw from representation of Client **at any time** if Client fails to honor the fee arrangement therein set forth including, but not limited to, payment of fees and expenses on a timely basis; fails to cooperate in the preparation of the case; fails to make a full and complete disclosure of the facts and circumstances relating to the case; or otherwise takes any action which impedes the ability of Attorney to provide adequate and ethical representation.

THIS RETAINER AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN ATTORNEY AND CLIENT. ATTORNEY ADVISES THE CLIENT TO READ THE RETAINER AGREEMENT CAREFULLY AND TO DISCUSS ANY QUESTIONS OR CONCERNS REGARDING THE TERMS OF THE RETAINER AGREEMENT.

APPROVAL

If you agree to the terms of our representation as set forth in this letter, please sign on the lines provided at the close of this letter. By signing this letter you will also be agreeing to pay our invoice directly.

Thank you very much again for having asked the us to undertake this representation. Should you have any questions concerning our fees and costs, or the scope of the legal services we will provide, please call at your convenience.

Very truly yours,

Enclosure

READ AND AGREED TO:

SAMPLE - DO NOT COPY