

Aspire Legal Solutions PLLC
Standard terms and conditions of representation
and
Statement of client's rights and responsibilities

1. These are the Standard Terms and Conditions of our Representation or Provision of Services under any representation or engagement agreement Aspire Legal Solutions PLLC (we) may have with our client (you).
2. These terms are incorporated by reference into any agreement(s) we have with you to provide legal services.
3. We may amend these terms at any time with or without notice, and any such amended terms will apply from the time the amendment is published to our website.
4. You agree to cooperate fully with us, respond to our requests for information from you, and to keep us advised of your current contact information at all times. You agree that we may communicate with you via electronic mail, text messaging, or through our firm's practice management online portal. You understand that such communications may be intercepted by third parties, and you hold us harmless if such happens. You also understand that any communication between us is subject to the attorney-client privilege, meaning that opponents or anyone else isn't allowed to know what we say to each other. That privilege protection is yours, so we recommend that you do NOT forward e-mails we have sent to you, and do not discuss our conversations or communications with anyone who is unrelated to your legal representation.
5. Our fees, unless specifically stated otherwise in our agreement with you, does NOT include costs, and you agree to pay the necessary costs and expenses related to your matter separately as these costs' expenses are incurred by us. The costs expenses may include, but are not limited to, fees for surveyors, title searches, recording fees, documentary and intangibles taxes, filing fees, travel expenses, and all other expenses we consider reasonably necessary for your proper.
6. You acknowledge that the basis of computing our compensation has been fully explained to you and that our compensation is based on, among other factors, the time and labor involved, novelty or difficulty of questions presented, the

results obtained, time limitations imposed by this representation, reputation, experience and ability of our firm in performing this type of service.

7. You acknowledge that we have made no promises to you as to the outcome of the matter except that we have promised to render our best professional skill.
8. The fee agreed on in your agreement with us does NOT include services for any litigation, an appeal or retrial if an appeal or retrial becomes necessary. If litigation, an appeal or retrial is necessary, a new and separate agreement will be entered into.
9. PAYMENT OF THE NONREFUNDABLE DEPOSIT AND YOUR CONSENT TO THE AGREEMENT, WHETHER BY E-MAIL, INTERNET FORM, OR ELECTRONICALLY SIGNED DOCUMENT, CONSTITUTE OUR AUTHORITY TO PROCEED WITH YOUR REPRESENTATION.
10. ALL OF THE FIRM'S INVOICES ARE PAYABLE ON RECEIPT. IF YOU DO NOT PAY WITHIN 30 DAYS OF RECEIPT, YOUR ACCOUNT WILL BEGIN TO ACCRUE INTEREST CHARGES.

11. CONSENT TO ARBITRATION

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you agree to our representation, you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

In the event of a disagreement concerning fees, you and we agree to submit that controversy concerning the legal fees charged by us to binding arbitration. You and we consent to resolve our dispute through The Florida Bar's Fee Arbitration Program, pursuant to Chapter 14 of the Rules Regulating The Florida Bar, the Fee Arbitration Procedural Rules and Chapter 682, Florida Statutes.

12. We are a paperless law firm for the most part. This means that – in most cases – we only retain electronic copies of your file. We do not retain or safeguard original wet-signed physical documents. During the course of your

representation, any of your physical documents or other property in our possession will be returned to you unless it has been scanned into our system or shared with you electronically. This applies to deeds, mortgages, title insurance policies, promissory notes, and any other physical recorded documents. We will endeavor to send original wet-signed promissory notes, deeds, mortgages, and title insurance policies to you, but you hold us harmless if those are lost in the process of shipping them to you. The firm will keep an electronic copy of its file for six years after the end of the representation, after which we may at any time securely and confidentially dispose of the file.

13. **Trust Account Funds:** There may be times when we are holding funds for you or your transaction in our firm's trust account. Deposits that are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified monthly of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All nominal or short-term funds belonging to clients or third persons, including advance fees, are required by rule to be placed in a pooled, interest bearing trust account benefiting the Interest on Trust Accounts (IOTA) program. By court rule, interest earned on the IOTA account is allocated annually to the three uses for IOTA funds approved by the Florida Supreme Court – legal assistance for the poor, improvements in the administration of justice, and law student assistance.

If the trust deposit is neither nominal nor short-term, we will hold the funds in an interest-bearing trust account in which the interest accrues to the benefit of the beneficial owner of the funds. Interest earned on these funds will be added to the existing trust deposit in this separate account. In determining whether a client's or third person's funds can earn income in excess of costs to secure the income, we shall consider the following factors:

- a. The amount of the funds to be deposited;
- b. The expected duration of the deposit, including the likelihood of delay in the matter for which the funds are held;
- c. The rates of interest or yield at eligible institutions where the funds are to be deposited;
- d. The cost of establishing and administering non-IOTA accounts for the client's or third person's benefit, including service charges, the costs of the lawyer's services, and the costs of preparing any tax reports required for income accruing to the client's or third person's benefit;
- e. The capability of eligible institutions, lawyers or law firms to calculate and pay income to individual clients or third persons;

- f. Any other circumstances that affect the ability of the client's or third person's funds to earn income for the client or third person in excess of the costs incurred to secure such income.
14. You may terminate our representation at any time, with or without cause, by notifying us. In that event, you agree to pay any fees and costs incurred to that point.

**15. STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES
(NON-CONTINGENCY CASES):**

- a. We are providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney, please read this document carefully. If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.
- b. An attorney with this firm may not refuse to represent you because of race, creed, color, sex, sexual orientation, national origin or disability. You are entitled to expect that your attorney will be capable of handling your case; showing you courtesy and consideration at all times; representing you zealously; and preserving your confidences and secrets that are revealed in the course of the attorney-client relationship.
- c. You are entitled to a written retainer agreement, which sets forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions orally represented to you. You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.
- d. You may refuse to enter into any fee arrangement that you find unsatisfactory. Your attorney may not request a fee that is contingent on the securing of a divorce, resolution of a criminal matter, or certain other actions. You are entitled to know the approximate number of attorneys and other legal staff members who may be working on your case at any given time and what you will be charged for the services of each. You are entitled to know in advance how you will be asked to pay legal fees and

expenses, and how the retainer, if any, will be spent. At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case.

- e. You are entitled to receive a written itemized bill on a regular basis. You are expected to review the itemized bills sent by the firm, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.
- f. You are expected to be truthful in all discussions with your attorney and to provide all relevant information and documentation to enable him or her to competently prepare your case. You are entitled to be kept informed of the status of your case, and to be provided with copies of documents prepared on your behalf or received from the court or your adversary.
- g. You have the right to be notified of and attend court conferences unless a judge orders otherwise. You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.
- h. Should your attorney seek to withdraw from the representation, or should you discharge your attorney for any reason, you have the right to obtain the release of your file. If an action is pending, the court may give your attorney a “charging lien,” which entitles your attorney to payment for services already rendered at the end of the case out of any proceeds of your judgment. If no action is pending and your withdrawing attorney retains possession of the file, the attorney must return it within 30 days of withdrawal, but may then commence proceedings against you to recover any unpaid fee.
- i. You are under no legal obligation to sign a note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney’s written retainer agreement must specify whether, and under what circumstances, such security may be requested.
- j. You are entitled to have your attorney’s best efforts exerted on your behalf, but no particular results can ever be guaranteed. If at any time you believe that your attorney has engaged in unethical conduct, you can report the matter to The Florida Bar which oversees lawyer conduct.

- k. In the event of a fee dispute, you have the right to seek arbitration, the results of which are binding. Upon your request, The Florida Bar will provide you with the necessary information in the event of a fee dispute by calling (800) 342-8060.