

STANDARD ENGAGEMENT TERMS

Incorporated by Reference into AnidjarLaw Engagement Letters

Version 1.0 • Effective May 8, 2026 • <https://anidjarlaw.com/engagement-terms/>

PURPOSE. This document sets forth the standard terms and conditions governing engagements between AnidjarLaw, a Florida professional association (the “Firm,” “Attorney,” “we,” or “us”), and its clients. These terms are incorporated by reference into each AnidjarLaw engagement letter or fee agreement (the “Engagement Letter”). In the event of any conflict between these Standard Engagement Terms and the matter-specific terms set forth in an Engagement Letter, the Engagement Letter shall control as to that engagement. The version of these Standard Engagement Terms in effect on the Effective Date of an Engagement Letter governs that engagement unless and until the Firm and the Client agree in writing to apply a later version.

1. Definitions

- **“Agreement”** means the Engagement Letter together with these Standard Engagement Terms (as in effect on the Effective Date), the Firm’s then-current schedule of rates, and any signed addenda or statements of work.
- **“Client”** means the person or entity identified as such in the Engagement Letter; if more than one person or entity is identified, “Client” means each of them, jointly and severally.
- **“Effective Date”** means the date the last party signs the Engagement Letter, unless a different date is specified in the Engagement Letter.
- **“Matter”** means the engagement, representation, or services described in the Engagement Letter.
- **“Standard Engagement Terms”** means this document, as in effect on the Effective Date of the applicable Engagement Letter.

2. Acceptance and Effective Date

This Agreement becomes effective on the Effective Date. The Firm has no obligation to perform any services, advise the Client, meet any deadline, or take any action until (a) a fully executed Engagement Letter has been received by the Firm and (b) any retainer, advance fee, or other initial payment specified in the Engagement Letter has been received by the Firm. The Engagement Letter and these Standard Engagement Terms may be signed in counterparts and delivered by electronic means (including DocuSign, scanned PDF, or other commonly accepted formats), and any such counterpart shall be treated as an original.

3. Identification and Capacity of the Client

The Engagement Letter identifies the Client and the capacity in which the Client is represented. Unless the Engagement Letter expressly states otherwise, the Firm represents only the Client identified in the Engagement Letter and does not represent any other person or entity, including affiliated entities, owners, family members, beneficiaries, fiduciaries, trustees, personal

representatives, employers, employees, lenders, or counterparties. Where the Client is represented in a fiduciary capacity, the Firm represents the Client in that capacity and not in any individual capacity.

4. Communications and Privilege

When the Firm and Client communicate in a manner intended to be confidential, the Firm's legal advice is generally protected from disclosure to third parties by the attorney-client privilege. Communications made by email, fax, mobile phone, video conference, text message, or other electronic means are not as secure from inadvertent disclosure as in-person communication. By furnishing the Firm with an email address, mobile-phone number, fax number, or other electronic address, the Client authorizes the Firm to communicate with the Client by those means despite the inherent confidentiality risks, and the Client represents that the addresses or numbers provided are confidential, are not on an employer's server or device, and are appropriate for receipt of confidential communications.

If a person whom the Firm does not represent (such as a family member, financial advisor, accountant, or business associate) is included in a meeting, telephone call, video conference, or correspondence, or is copied on email or other written communications, the attorney-client privilege may be lost as to information disclosed in that communication. Likewise, if the Client communicates with the Firm using an email address, fax machine, or device to which others have access, privilege may be lost. The Client should bear this in mind when including third parties in communications with the Firm or when sharing information with persons outside the attorney-client relationship.

5. Authorized Communicators

The Firm will communicate with the Client and any persons designated in writing in the Engagement Letter (or by separate written notice to the Firm) as authorized to communicate with the Firm on the Client's behalf and to obtain copies of records and information in furtherance of the Matter. The Client may revoke any such authorization in writing at any time.

6. Conflicts of Interest

The Firm has performed a conflicts check before accepting the Matter. The Client agrees to inform the Firm promptly of any change in the Client's circumstances or the identities of adverse parties, witnesses, or other interested persons that may give rise to a conflict of interest. If an actual conflict of interest arises during the engagement, the Firm will notify the Client and, depending on the nature of the conflict, may be required to withdraw from the Matter, withdraw from the representation of certain clients, or seek written informed consent. Joint or multi-client representations, and any advance waiver of conflicts, will be addressed in the Engagement Letter.

7. Fees and Costs (General Terms)

7.1 Method and Rates

Fees and the method of computing fees are set forth in the Engagement Letter. Unless the Engagement Letter provides otherwise, fees are computed on an hourly basis at the Firm's standard rates as stated in the Engagement Letter. The Firm may change its standard rates from time to time in a non-discriminatory manner, with reasonable advance notice to the Client.

7.2 Out-of-Pocket Costs and Internal Charges

In addition to legal fees, the Firm's invoices may include out-of-pocket expenses advanced on the Client's behalf and internal charges (which may exceed direct cost and allocated overhead) for certain support activities. The Firm typically does not advance significant expenses for outside service providers (e.g., expert witnesses, mediators, court reporters, electronic discovery vendors); the Client is responsible for paying those vendors directly or reimbursing the Firm. Reimbursable expenses include, without limitation, travel, postage outside regular U.S. mail, courier and overnight delivery, filing and recording fees, certification and registration fees, deposition and transcript costs, expert and appraiser fees, mediator fees, and electronic discovery and document hosting charges. Merchant convenience fees are treated as a cost and appear in the cost section of invoices.

7.3 Billing and Payment

Invoices are due upon presentation. Unless the Engagement Letter specifies a different period, fees and costs not paid within thirty (30) days of invoice may, at the Firm's discretion, accrue interest at the lesser of twelve percent (12%) per annum simple interest or the maximum rate permitted by law, from invoice date until payment date. The Firm may suspend or stop services without further notice if invoices or retainer-replenishment requests are unpaid. Any obligations of the Firm shall become null and void if the Client fails to provide information in a timely manner or provides false or misleading information. All unpaid fees shall become immediately due upon termination.

7.4 Objection to Fees

The Client agrees to review each invoice promptly and to advise the Firm in writing of any question or disagreement so the matter can be resolved promptly. Unless the Engagement Letter specifies a different objection period, if the Client does not advise the Firm in writing of any objection within thirty (30) days after the postmark or email date of the invoice, the Client is deemed to agree that the invoice is accurate and proper. If any objection requires that a fee be determined by a court, standard time charges will apply to the Firm's professional time expended in connection with that determination, and that charge is not dependent on the outcome.

7.5 Trust Account Funds (IOTA)

Any funds advanced by the Client and held by the Firm are deposited in the Firm's IOTA trust checking account in accordance with Rule 5-1.1 of the Rules Regulating The Florida Bar. Interest on the IOTA account is paid to The Florida Bar Foundation, Inc., and is used, among other purposes, to provide legal aid to the poor. No part of the interest accrues to the Firm or any of its lawyers. Funds will be withdrawn from the IOTA account only as fees are earned, costs are incurred, or as otherwise provided in the Engagement Letter.

7.6 Payment Methods and Electronic Payment Authorization

The Firm accepts payment by credit card, electronic check (ACH), or paper check. Electronic payments are processed through the Firm's secure payment processor, LawPay, which is integrated with the Firm's practice management system, MyCase. Payments made by credit card are subject to a 3% payment processing fee. The Firm does not accept debit card payments.

By providing payment information or submitting payment through the Firm's payment portal, the Client authorizes the Firm and its payment processor to charge the designated payment method for legal fees and costs incurred under the Engagement Letter.

No Chargebacks or Reversals. The Client agrees that payment disputes regarding legal fees must be addressed directly with the Firm and not through a chargeback, ACH reversal, or payment processor dispute procedure. Initiation of a chargeback, ACH reversal, or payment processor dispute in violation of this provision constitutes a material breach of the Engagement Letter and entitles the Firm to recover its costs and attorneys' fees in responding to or reversing the disputed transaction.

Additional terms governing electronic payments, ACH authorizations, chargebacks, and payment disputes are available in the Firm's *Payment Policies*, which are incorporated into the Engagement Letter by reference and available at <https://anidjarlaw.com/payment-policies>.

7.7 Joint and Several Liability

Where the Firm represents more than one person or entity in the Matter, each Client is jointly and severally liable for the Firm's fees and expenses, regardless of which Client is principally responsible for the issue giving rise to the work.

7.8 Attorney's Liens

If the Client fails to pay invoices or replenish a retainer when due, the Firm may discontinue services and may assert (a) a retaining lien on the Client's file, retaining all documents and property in the Firm's possession until payment is received or adequate assurance of payment is provided (in the Firm's sole discretion); and (b) a charging lien against any proceeds recovered by or on behalf of the Client. Payments on past-due invoices are applied first to the oldest outstanding invoice. The Firm is entitled to attorneys' fees and costs incurred in connection with collection of unpaid amounts.

8. File Maintenance and Retention

During the engagement, the Client's "Client File" consists of all papers, documents, and electronic files and versions, including pleadings, agreements, correspondence, emails, unsigned drafts, and documents sent to the Firm by the Client or third parties (including discovery materials). The Firm's notes, internal memoranda, work product, conflicts records, and administrative files are proprietary to the Firm and are not part of the Client File. The Firm maintains files primarily in digital (paperless) format. The Client should keep its own secure copies of important records.

At the conclusion of the Matter, the Client may request return of the Client File. Unless the Client requests the Client File in writing within six (6) months after the date the Firm last performs services for the Client (or such longer period as is required by applicable law), the Client authorizes the Firm to destroy the Client File in a secure manner without further notice. If the Client requests paper copies of files maintained digitally, the Firm may charge reasonable copy fees, or cooperate in delivering the digital file to a secure copy service of the Client's choice.

9. No Warranties; Disclaimer of Guarantee

Litigation and other legal matters are by their nature unpredictable. The Firm has not made and does not make any representation, promise, warranty, or guarantee, express or implied, regarding the outcome, timing, or cost of any Matter. Any statements by the Firm regarding likely outcomes are expressions of opinion only and are not commitments. The Firm's engagement is one of services, and not of results.

10. Tax and Non-Legal Advice

Unless the Engagement Letter expressly states otherwise, the Firm does not provide tax, accounting, audit, business valuation, real-estate brokerage, investment, financial-planning, or other non-legal advice. The Client is responsible for obtaining such advice from qualified independent professionals. The Firm may, with the Client's authorization, retain such professionals on the Client's behalf at the Client's cost.

11. Conclusion of Representation

After the Matter is completed, the Firm's engagement is concluded unless the parties agree in writing to a continuing or additional representation. The Firm has no obligation to notify the Client of changes in law or facts that may affect the Matter or the Client after the conclusion of the engagement, and no continuing duty to monitor matters or to update prior advice.

12. Discharge and Withdrawal

The Client may discharge the Firm at any time by written notice. The Firm may withdraw from the engagement at any time by written notice, subject to the Rules Regulating The Florida Bar. If the Firm represents the Client in court proceedings and prior court approval is required for the Firm

to cease rendering services, the Firm will continue to render services until the court approves withdrawal, and the Client will pay for those services. Whether the engagement is terminated by the Client or by the Firm, the Client shall pay for all services rendered and costs incurred through the date of cessation, plus any reasonable services and costs incurred to transfer responsibility for the Matter to successor counsel.

13. Governing Law; Jurisdiction; Venue

This Agreement is governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict-of-laws principles. Any action arising out of or relating to this Agreement or the engagement shall be brought exclusively in the state or federal courts located in Broward County, Florida, and the parties hereby consent to the exclusive jurisdiction and venue of those courts. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs, including those incurred on appeal.

14. Fee Arbitration

The undersigned parties agree to submit to arbitration any controversy concerning the legal fees charged by the Firm. The parties authorize a duly appointed sole arbitrator or arbitration panel of The Florida Bar to act as arbitrator(s) and to proceed pursuant to the Rules Regulating The Florida Bar — Chapter 14 (Fee Arbitration Rule), the Rules of Procedure for a Fee Arbitration Proceeding, and Chapter 682, Florida Statutes. The arbitrator(s) are vested with all powers and shall assume all duties granted and imposed upon arbitrators by Florida law. Judgment may be entered on the award by any court of competent jurisdiction in the State of Florida, and any award rendered shall be binding.

NOTICE. THIS AGREEMENT CONTAINS PROVISIONS REQUIRING ARBITRATION OF FEE DISPUTES. BEFORE YOU SIGN THIS AGREEMENT, 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.

15. Notices

All formal notices required or permitted under this Agreement shall be in writing and delivered (a) personally, (b) by reputable overnight courier, (c) by certified or registered mail (return receipt requested), or (d) by email to the email address designated by the receiving party in the Engagement Letter or by subsequent written notice. Routine communications and invoices may be delivered by ordinary email.

16. Counterparts and Electronic Signatures

The Engagement Letter and these Standard Engagement Terms may be signed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means (including DocuSign or similar service, scan, fax, or PDF) are deemed equivalent to original handwritten signatures pursuant to Florida Statutes Section 668.004 and applicable law.

17. Severability; Entire Agreement; No Waiver

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. The Engagement Letter (including these incorporated Standard Engagement Terms and any addenda) constitutes the entire agreement of the parties with respect to the Matter and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral. No waiver of any provision shall be effective unless in writing and signed by the waiving party, and no waiver shall constitute a continuing waiver. Headings are for convenience only and do not affect interpretation. The word “including” means “including without limitation.”

18. Amendments

This Agreement may be amended only by a written instrument signed by both parties. The Firm may amend these Standard Engagement Terms from time to time and post the amended version at the URL identified above; however, no such amendment shall apply to a prior engagement without the Client’s written consent. The version in effect on the Effective Date of an Engagement Letter governs that engagement.

19. Assignment

Neither party may assign or transfer this Agreement or any rights or obligations under it without the prior written consent of the other party, except that the Firm may assign this Agreement (and the engagement) in connection with a merger, reorganization, or sale of substantially all of the Firm’s assets to a successor practice.

20. Survival

Sections 7 (Fees and Costs, including liens and joint and several liability), 8 (File Maintenance and Retention), 9 (No Warranties), 10 (Tax and Non-Legal Advice), 12 (Discharge and Withdrawal), 13 (Governing Law), 14 (Fee Arbitration), and 17 (Severability; Entire Agreement; No Waiver) shall survive the conclusion or termination of the engagement.