



Brenda L. Speer, LLC

ATTORNEY AT LAW

*protecting the assets and creations
of businesses and individuals*

FEE AGREEMENT

(v.2020.02)

Thank you for selecting the law firm of Brenda L. Speer, LLC, as your legal counsel. We look forward to working with and being of service to you. Please review this Fee Agreement carefully, because it states our respective rights and responsibilities for our working relationship and your signature on this Fee Agreement indicates your acceptance of and agreement to these terms.

- LEGAL SERVICES.** You agree to retain and employ the law firm of Brenda L. Speer, LLC, a Colorado limited liability company, 4760 Overture Court, Colorado Springs, Colorado 80906-5974, to provide you with legal representation. We both agree that the legal services provided are not exclusive and that you may seek other legal counsel and that we may serve other clientele. We will not begin your legal work until we have received from you any necessary, requested information regarding your matter, a fully completed and signed Fee Agreement, and the retainer due. We accept retainer payment by check, or by e-check and debit and credit cards (presently Visa, MasterCard and Discovery) online at <https://secure.lawpay.com/pages/bl-speer/trust>.
- ATTORNEY-CLIENT PRIVILEGE AND CONFIDENTIALITY.** You understand that the attorney-client privilege applies to all legal services and work product provided to you and to all communications between you and us. We will treat your information as confidential and will not divulge it to third parties, except as we may be required or compelled to do by law. Please be advised that you also should not share any of our work product or communications with third parties, because doing so may waive the attorney-client privilege and confidentiality protection.
- RETAINER.** A retainer against fees and costs may be required before legal services will be rendered. All work done and costs incurred shall be charged against the retainer until such time as the retainer has been depleted. You understand that the advanced retainer may not pay all the fees and costs necessary to complete any particular matter for which we are providing legal representation and that any estimate of fees or costs provided to you was not a guarantee that the fees and costs for the matter would not exceed the estimate. You agree to pay additional retainers in such amounts as we may deem necessary. You also agree to pay fees and costs not covered by the retainer when invoiced.

As mandated by the Colorado Supreme Court, all retainer amounts received from you by us will be held in our COLTAF (Colorado Lawyers Trust Account Foundation) Trust Account which is a pooled, interest-bearing insured depository account for funds of clients or third persons that are nominal in amount or are expected to be held for a short period of time. The interest earned on our COLTAF Trust Account is remitted by the financial institution at which the COLTAF Trust Account is lodged directly to COLTAF in support of providing civil legal services for the qualified indigent in Colorado.

- LEGAL FEES.** Legal services may be rendered on an hourly rate or fixed fee basis for various matters depending on the legal matter or issue, or as we both may agree from time to time. Upon request, we will provide you with an estimate of fees and costs associated with any particular matter for which we may provide you legal representation. However, you acknowledge and agree that because legal representation involves third parties over whom

we have no control, estimates are just that, estimates, and are not a guarantee that the fees and costs for the matter would not exceed the estimate. You agree to pay to us all fees and costs incurred in the course of legal representation, even if such fees and costs exceed any provided estimate.

You will be charged for legal services, including travel time, in increments of a quarter of an hour. At present, the hourly rate for legal services provided by Brenda L. Speer is \$290.00 per hour for all matters other than patent matters, and for patent matters is \$320.00 per hour. You understand that these rates may change from time to time and that all invoices will reflect our current fee rates.

5. **COSTS.** We do not mark-up legal costs. You agree that in addition to legal fees you will be responsible for payment of all costs of legal representation, as applicable, including, but not limited to, fees and costs assessed by third parties, such as filing fees, process fees, appraisal fees, expert witness fees, transcript and deposition fees, illustration fees, patent search fees, trademark search fees, mediation or arbitration services, professional services and the like. We do not charge for costs incurred by us in the ordinary course of business, such as long distance telephone calls, facsimile transmissions, postage, photocopies and the like. However, should any such costs be or become extraordinary in nature (for example, a large photocopy project, or express or certified delivery services), then these will be charged to you at our cost and you are responsible for these costs.
6. **BILLING.** You will be provided with an itemized invoice detailing legal services rendered and costs expended on your behalf. All legal services and costs are billed in arrears on or near the first of the month, on at least a monthly basis, if not more frequently as may be necessary by the legal services rendered and the circumstances.
7. **INVOICES.** Invoices are sent only by email to you at the email address you provide in the signature block. Our billing system sends a separate email for each matter invoiced. Therefore, if you have multiple active matters, then you will receive multiple emails—each email with an invoice for a matter. These multiple emails and invoices are not duplicates. You are responsible to review each email and pay each invoice you receive. You have until the invoice due date (the 15th day of the billing month) to notify us in writing of any invoice discrepancy. If you have not contacted us in writing about an invoice discrepancy before the invoice due date, then you accept the invoice and you agree to pay the invoice in full.

For an invoice reflecting a legal fee increase, you have 30 days from receipt of the invoice to decline acceptance of the fee increase in writing. Upon receipt of your written notice of nonacceptance of the fee increase, we will adjust that specific invoice to reflect our most recent, previous rates. However, you agree that you are still responsible to pay the adjusted invoice amount, and if you engage us for future work, then our new rates shall apply. If no written notice is received, then your payment of any invoice reflecting a fee increase shall be your acceptance of the fee increase. Please note that we typically make rate adjustments, if any, on an annual calendar basis (in January) and which may be or may not be with prior notice to you, although we try to do so.

8. **PAYMENT.** For your convenience, we accept payment by check through postal mail or deliver, or by e-check and debit and credit cards (presently Visa, MasterCard and Discovery) online (via hyperlink provided with the invoice). All invoice payments are due upon receipt of the invoice, but no later than on or before the 15th day of the billing month. To provide you with the highest level of service, it is imperative that you pay your invoices on time. We thank you in advance for your prompt payment. In order to ensure that we do receive timely payments, all clients are required to enroll either in our evergreen retainer or automatic credit card payment plan. Regardless of which plan you choose, remember that you can always

pay your invoice by the due date, which will override our use of your payment plan choice. Both the evergreen retainer and automatic credit card payment plan apply only if you choose to use them as your primary payment approach, or you do not to pay your invoice on time.

- a. Evergreen Retainer.** An evergreen retainer is a retainer amount that must be maintained at a predetermined minimum balance. If the evergreen retainer balance falls below the minimum amount, then you will be invoiced for the difference, and our legal services will continue uninterrupted as long as the evergreen retainer balance is maintained. We reserve the right to suspend any legal work if minimum evergreen retainer balances are not maintained. If you choose the evergreen retainer payment plan, then we will work together to determine the evergreen retainer amount based on your specific legal requirements. Remember, retainer moneys that have not been earned by us belong to you. If we cease providing legal services to you, then any retainer balance, less any amounts due and owing to us through the termination date, will be returned to you within 10 business days of termination. You also have until the invoice due date to notify us in writing of any invoice discrepancy. If you have not contacted us about an invoice discrepancy before the invoice due date, then you agree that we may use the evergreen retainer to pay the full invoice amount 5 days after the invoice due date.
 - b. Automatic Credit Card Payments.** If you choose the automatic credit card payment plan, then our credit card merchant will keep this information on file. If you have not paid your invoice balance by the due date, and you have not contacted us about an invoice discrepancy by the invoice due date, then you agree that we may charge the credit card on file for the full invoice amount 5 days after the invoice due date. Please note that if you pay your initial retainer by credit card, you will be enrolled in the automatic credit card payment plan by default. You can opt out of this plan at any time by enrolling in the evergreen retainer payment plan; to do so, simply send us an email requesting this change.
 - c. Late Penalty.** You understand and agree that a late penalty of 1.5% per month (18% per year) will be assessed for any balance outstanding after 30 days from the invoice date. We reserve the right to withdraw from representation and cease all work on your behalf if your account remains unpaid in part or in full for 30 days. You further understand and agree that any balances outstanding after 30 days may be sent to collections. You understand that should you default under the terms of this agreement and if any balances are sent to collections, then you will also be responsible for payment of any and all fees and costs associated with such collection, including legal fees and costs, including pre- and post-judgment expenses of collection, incurred by the us, whether or not such legal services are provided by us or outside legal counsel.
- 9. PERSONAL GUARANTEE.** By signing this agreement, or engaging us to provide legal services, you, whether as an individual, or as an entity officer, director, shareholder, member, partner or owner, are personally guaranteeing the payment of all legal fees and costs incurred by you, or your entity, pursuant to this agreement.
- 10. TERMINATION.** You may terminate our legal representation of you at any time upon written notice. In the event of such a termination, then you remain responsible for payment of all fees and costs you have incurred for legal services rendered by us through the date of termination.

We also may terminate our representation of you upon written notice. The following include, but are not limited to, reasons we may withdraw from and terminate representation:

- a.** You fail to make timely payments of retainers or amounts due to us;

- b. You provide false or misleading information to us;
 - c. You fail or refuse to cooperate with us; or
 - d. You refuse to heed our legal advice.
11. **YOUR FILES.** Throughout our representation, we will provide you with copies of the relevant and pertinent legal work product created on your behalf. If you choose to terminate our representation, then upon your written request, we will provide you a second, electronic copy of your file. Should you need a second copy of your file upon termination, we reserve the right to assess a cost for providing you with the same. You authorize us to dispose of your file for a matter no earlier than 90 days, or such longer time as may be required by law for a particular matter, whichever occurs last, when either we complete our legal services for the matter, the matter is resolved, or your representation is terminated. We shall not be required to give you notice prior to disposing of your file for a matter. If you want to obtain a file rather than having us dispose of it, then you must notify us in writing. Such notification must be made within 60 days of the time after either we complete our legal services for the matter, the matter is resolved, or your representation is terminated.
12. **GENERAL PROVISIONS.**
- a. **Governing Law, Jurisdiction & Venue.** This fee agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflict of law provisions. We both agree to be subject to the personal and subject matter jurisdiction and venue of the federal and state courts for the State of Colorado, El Paso County.
 - b. **Acceptance.** We both agree that you accept and are bound by the terms of this agreement by your signing this agreement, including by original, digital, facsimile, or electronic signature, or by our rendering legal services to you or your entity at your request.
 - c. **Waiver.** You agree that any delay or omission on our part to exercise any right under this agreement will not operate as a waiver of such right or any other right; and that a waiver of any right of us on one occasion will not be construed as a bar to or waiver of any right on any other occasion.
 - d. **Binding Effect.** We both agree that this agreement will be binding upon our respective heirs, executors, administrators, successors and other legal representatives.
 - e. **Signatures.** We both agree that execution of this agreement by original, digital, electronic, typed or facsimile signatures shall be valid and binding.

(Remainder of page intentionally left blank. Signature page follows.)

ACCEPTANCE AND AGREEMENT. Please indicate your understanding of, agreement to and acceptance of all terms of this Fee Agreement with Brenda L. Speer, LLC, by executing the signature block below (sign, date and provide all other applicable information).

Signature: _____

Print Name: _____

Title: (if applicable) _____

Date: _____

Entity Name: (if applicable) _____

Entity Type: (if applicable) Corporation LLC Partnership Sole Proprietor _____

Formation State: (if applicable) _____

Mailing Address: _____

City, State, ZIP Code: _____

Phone: _____

Fax: _____

Cell: _____

Your Email: _____

Invoice Email: (if applicable) _____

Website: _____

Retainer DUE: \$ _____