

TERMS OF ENGAGEMENT

We appreciate your decision to retain The Florida Group. This document explains how we work, our obligations to you and your obligations to us, what we will do on your behalf, and how our charges will be billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing.

Confidentiality and Related Matters

As a matter of professional responsibility, we will preserve the confidences and secrets of our clients. This professional obligation exists to encourage candid and complete communication between clients and The Florida Group. We can perform truly beneficial services for our clients only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Fees, Billing and Out-of-Pocket Expense

Our statements are rendered monthly. Fees are due and payable at the beginning of each month. We will send you an invoice and would appreciate your prompt payment. If our statements are not paid in a timely manner, we reserve the right to discontinue services. In addition to our fees, our statements will include out-of-pocket expenses that we have advanced on your behalf, and our internal charges.

We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services.

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Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship. We look forward to working with you and to a mutually satisfactory relationship.