

GRAY ROBINSON

Additional Understanding Regarding Representation

Payment of Invoices

In the event that our invoices are not timely paid, or that payment terms satisfactory to us are not established, we reserve the right to renegotiate the terms of this engagement and/or to pursue our other remedies, including the right to charge you interest of 1½% per month for any invoice which has not been paid within 30 days of the date the invoice is mailed or emailed to you. We also reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

Electronic Data

This will serve as our disclosure that the Firm does presently and will continue to maintain confidential and privileged information in electronic form. This practice will be followed in our work on this matter. The Firm does take measures that it understands to be reasonable and consistent with current business practices to protect that information.

Outcome or Result

We will strive to do our best to meet your needs in this and any other matter we subsequently undertake for you. Either at the commencement, or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney, consultant or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee. We cannot and do not make any representations, warranties or guarantees concerning the outcome of this or any representation we undertake. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

File Retention

Following the termination of the representation/engagement, any otherwise nonpublic information you have supplied to the Firm (unless previously removed or destroyed by specific request) will be retained by us and kept confidential in accordance with applicable rules of professional conduct, and the Firm reserves the right to send such materials to off-site storage at any time. Any retrieval of material once the file is closed may incur an expense for which you will be responsible. The Firm's retention policy provides that we retain stored and closed files for a period of ten (10) years after which they may be destroyed. Thus, if there are any documents which you need from those we possess, we recommend that you obtain them at the conclusion of our work on this matter. Failure to do so will waive and indemnify the Firm from any liability for the destruction of materials.