

Harward & Associates
Attorneys at Law
5296 South Commerce Drive, Suite 205
Murray, Utah 84107

James E. Harward
*R. Spencer Robinson**

Dan Reed
Mary Williams
Marnie Cannon de Soriano

Of Counsel *Joseph Dickinson***

Standard Terms of Engagement

Thank you for your decision to retain *Harward & Associates, Attorneys at Law*, as your legal counsel. The following summarizes our billing practices and certain other terms that will apply to our engagement, unless specified in the accompanying engagement letter.

Fees

When establishing fees for the services we render, we are guided primarily by the time and labor required, although we also consider other factors, such as the novelty and difficulty of the legal issues involved, the legal skill required to perform the particular assignment, the fee customarily charged by comparable firms for similar legal services, the amount of money involved or at risk and the results obtain, the time constraints imposed by either the client or the circumstances, and any unforeseen circumstances arising in the course of our representation. We invite our clients to discuss freely with us any questions they have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and reasonableness of our fees that we charge for those services. We will attempt to provide as much billing information as the client requires, in the form desired.

It is difficult to predict with precision and therefore cannot give exact estimates of the total fees for our representation.

Costs and Disbursements

In addition to legal fees, our invoices include any out-of-pocket expenses we have advanced on behalf of the client. These advanced costs generally include such items as travel expenses, long distance telephone tolls, messenger and delivery service, the costs of terminal time for computer research, postage in excess of the first-class rate for ordinary letters, fees for filing, recording, certification and registration charged by governmental bodies, expert witness fees, private investigator fees and the cost of photocopying material sent to the client or third parties or required for our use.

Billing

We generally bill monthly and our invoices are due within thirty (30) days of receipt. Statement of accounts are available monthly and generally contain a summary of each matter for which legal services were rendered and a fee was charged.

Advance/Flat/Retainer Fees

Our firm has a schedule of flat fee cases and in some cases will determine a flat fee for representation. We reserve the right to require an advance fee deposit where we deem it necessary or where the circumstances warrant it. We apply any advance fee deposit to the last monthly billing for the matter and we refund any excess at the conclusion of our representation. We may, at our discretion, require an advance costs deposit (in addition to the advance fee deposit) when we anticipate that we will be required to incur substantial costs on behalf of the client. We reserve the right to use any part of said funds to satisfy a delinquent payment and to discontinue representation until you forward funds to restore the full retainer.

Professional Ethics/Confidentiality

As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. The professional obligation and legal privilege for attorney/client communications exists to encourage candid and complete communication between a client and his lawyer. In order for us to maximize the benefit of our services for a client we must be aware of all information that might be relevant to our representation. Consequently, we trust that our attorney/client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Guarantee

We cannot and will not guarantee an outcome. We will guarantee that we will put forth our best efforts in representing you and your interests. However, we reserve the right to withdraw for non-payment of fees, your failure to honor the terms of the engagement letter, your failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our opinion, render our continuing representation unlawful or unethical.

Tel: 801-367-7844, jeharward@netzero.net

** Licensed in Utah, Nevada and Washington*

*** Licensed in Ohio*