

Standard Terms of Engagement

1. **Statements.** Itemized statements will be provided either upon conclusion of the work requested, or for ongoing representation, monthly for services rendered and costs incurred during the preceding month. If a project is close to completion, services incurred in another month may be included in a statement.
2. **Legal Fees.** Statements for services rendered will be based upon the usual hourly rates, keeping in mind the complexity of the matters involved. Hourly rates may vary depending on a number of factors. Any changes in hourly rates are applied prospectively and will be reflected in statements of services rendered.
3. **Expenses.** From time to time, Shuru Law may incur expenses during your representation, such as filing fees, courier service, specialized research, etc. You will be responsible for reimbursing all reasonable expenses incurred on your behalf.
4. **Deposit.** Before undertaking your representation, you may be requested to provide a deposit for fees and costs anticipated during the representation. The engagement letter will mention if a deposit is required. If there is a substantial increase to the scope of engagement, a new or increased deposit may be required during the course of representation, even if no initial deposit was required. Monthly statements will show the charges against the deposit for services rendered and costs incurred. Upon termination of the representation, fees and costs incurred to the date of termination will be charged against the balance of any deposit held. The remainder of such deposit, if any, will be refunded to you, and you will be liable for payment of any deficiency.
5. **Payment.** Statements and invoices for services rendered and costs incurred are due and payable upon receipt. If a statement remains unpaid for more than thirty days, without an agreed arrangement for payment, Shuru Law may withdraw from the representation and decline further representation. If legal action is undertaken to collect an amount due,



you agree to be liable for costs, expenses, and attorneys' fees incurred plus a late payment charge of 5% of the delinquent balance.

6. Engagement. You may terminate services at any time upon notice to Shuru Law. Similarly, Shuru Law may resign as your counsel upon notice to you. In either case, Shuru Law will take reasonable steps to protect your interests pending your engagement of another attorney. Unless terminated sooner, the engagement will be concluded upon your receiving a final statement for services rendered. Confidential information learned during your representation will continue to be held in confidence pursuant to the applicable rules of professional conduct. Any files maintained during the representation will be closed and stored for a period of six (6) years or longer. Files will be destroyed without notice after that. After your representation, please notify Shuru Law promptly if you wish to review or obtain documents from the files.
7. Relationship. Shuru Law is charged with a duty to exercise independent professional judgment, confidentiality, loyalty, and diligence. As our client, you have a duty of cooperation and candor. Your communications are protected by an ethical obligation of confidentiality and by the attorney-client privilege. In order to be effective in your representation, it is necessary for you to be open and honest in sharing all relevant information. When the client is a legal entity (corporation, limited liability company, partnership, etc.), the representation is of the entity alone unless the engagement letter states otherwise, not with the officers, directors, shareholders, partners, members, and affiliates.
8. Other Clients. From time to time, Shuru Law may be asked to represent clients who are competitors in the same industry or field of business, which is permissible as long as they are not directly adverse to each other in the matter being represented. Shuru Law will follow all ethical rules regarding conflicts of interest and will not undertake a representation unless it can provide independent professional judgment and service to each client.
9. Inquiries. Any questions regarding the terms of your account, statements received, or line items for legal services rendered or costs incurred will be promptly addressed. Shuru Law seeks clients who are satisfied with the quality of the legal work and the reasonableness of fees.