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## Legal Services Agreement

**Scope of Representation**. This agreement will govern any services provided to you by our firm, unless we enter a new written agreement. If you received an onboarding email from our firm outlining the proposed services or providing an estimate, that email is considered a part of this agreement. This is not an agreement to represent you in all possible legal matters – only those requested by you and agreed by our firm.

**<u>Billing Rates.</u>** For predictable services, we endeavor to charge based on the value provided rather than the actual time spent. If the service is unpredictable or not susceptible to value-billing, then charges will be hourly. As shown below, our hourly rates are adjusted by locality to reflect prevailing market rates:

## OKLAHOMA BILLING RATES:

• Legal Assistants: \$125 per hour

• Paralegals: \$175 per hour

• Junior Attorneys (0-2 years' experience): \$175 per hour

• Mid-Level Attorneys (3-6 years' experience): \$225 per hour

• Senior Attorneys: (7+ years' experience): \$275-\$300 per hour

We do not charge multiple attorney rates unnecessarily. However, when you hire us, you are hiring our firm, not any particular attorney. You agree that we may staff cases with one or multiple attorneys or team members depending on the situation. If necessary or beneficial, matters may be transitioned between or among attorneys. In certain cases, we may retain contract attorney(s) outside our firm for their subject-matter expertise, state licensure, or proximity.

**Out-of-Pocket Costs**. Necessary out-of-pocket costs, such as filing fees, process service, delivery, certified mail, or any other necessary expenses are paid by the client in addition to attorney fee estimates. We generally pay expenses directly and seek reimbursement by invoice, but we may ask that larger expenses be paid in advance.

**Estimates**. Pricing estimates are an imperfect attempt to predict how much work might be required. Estimates can be inaccurate due to new questions from clients, opposing or non-cooperative p arties, new information, negotiations, disputes, litigation, or other unforeseen circumstances. Estimates are also impacted by the nature of client communication and cooperation, as described below.



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<u>Client Communication & Cooperation</u>. We welcome and value client communication. But we also strive to focus our time and communications efficiently. A greater amount of phone calls, emails, questions, or status requests from clients generally requires a greater amount of time from attorneys. Likewise, we welcome constructive criticism, suggestions, improvements, and new information from clients. However, if client questions, suggestions, or opinions become unusually frequent, demanding, or unnecessary, our attorneys may be forced to explain and reconstruct legal work product, thereby causing an increase in estimated prices. By contacting us or entering a client relationship, you consent to be contacted by text, phone, or email by our firm from this point forward.

**Delayed Payment Arrangements**. Unless agreed otherwise in writing, payment is due upon invoice. In some cases, we might agree to be paid at a later time, such as a future closing, settlement, judgment, sale, buyout, or other triggering event. If you decline to proceed with the triggering event, or if you terminate representation before we receive payment, then you agree to pay our hourly rates or pro-rated flat fee for the work performed up to that time, plus out-of-pocket costs.

**Retainers - Trust Payments**. We may request a retainer at any time, in our sole discretion. Retainer payments are not an estimate of total cost or a flat fee, but rather a down-payment toward whatever work is performed. As work is performed, trust funds are applied to invoices. If your retainer balance falls below a certain amount, we may require that it be replenished before additional work can be performed. If the representation ends and there is unused money in the trust account, we will refund the remaining balance. If you are unwilling or unable to replenish the retainer to an amount determined in our sole discretion, we reserve the right to immediately terminate representation. This is true even if there is an ongoing lawsuit, an upcoming deadline, or a pending transaction. Under no circumstances will our firm be liable for legal consequences, damages, or loss resulting from the cessation of legal work due to a client's failure to renew the retainer or pay an outstanding invoice.

<u>Invoices</u>. You will receive invoices by email or mail, showing work performed. Invoices may be sent at the following times: (i) once every two weeks; or (iii) at the conclusion of representation or at the conclusion of a particular project. You agree to pay the invoice by the due date stated on the invoice. Unpaid invoices shall accrue interest at the rate of 15% per annum, pro-rated on a daily basis (we waive interest on almost all late payments, but we reserve the right to collect it in our sole discretion). At times, monthly invoices may not be sent regularly due to delays in the project, delayed payment arrangement, or other factors, but fees accruing during that period are still payable at the time of later invoice.

**Terms of Service**. We can provide legal advice and services to assist you, but the decisions are always yours to make, and your legal rights and responsibilities are ultimately outside of our control. Litigation, negotiation, disputes, and some transactions are inherently uncertain. We may agree that you are in the right or that you have a strong cause, and we may even venture a guess at your chances of success, but you understand and acknowledge that we cannot truly predict whether you will achieve a favorable financial and legal outcome. As such, **NO GUARANTEES ARE BEING MADE AS TO ANY FINANCIAL OR LEGAL OUTCOME**, and payment for services is not contingent upon legal or financial outcomes. We are not responsible for information and objectives that you have not specifically communicated to us. We reserve the right to withdraw for any reason allowed by the rules of professional conduct.

**Curative Title Work - Specific Issues**. If you inform us that property is owned or held by a certain person



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or entity, we may rely on this information. When you hire us to prepare a deed, make a conveyance, probate or administer an estate, quiet title as to a particular issue, review a title commitment, act as transaction counsel, or perform other curative title work, you are <u>not</u> hiring us to prepare a full title opinion or perform a comprehensive title search on all other possible title issues. If you desire our firm to identify all possible title issues, we must specifically agree in writing to render a title opinion or perform a comprehensive title exam – otherwise, we will focus our curative title efforts only on the specific title defect(s) brought to our attention. A title opinion or comprehensive title search on all possible title defects is not an assumed part of our representation or our curative title work.

**Title Work - Specific Questions**. If you have been provided with a title commitment or title work of any kind from a title insurance company or another law firm (collectively "Title Work"), our firm might review or comment upon such Title Work as part of our representation. However, since our firm is not an insurer or a title company, you accept the ultimate burden of accepting or rejecting the exceptions, requirements, or objections in the Title Work. We assume that you will review each item of the Title Work and specifically ask our legal opinion if you have questions about a given item in the Title Work. We will not necessarily point out every item or issue in your Title Work, but we will address any questions you may ask us regarding the Title Work.

<u>Title Insurance Objections</u>. We are not responsible or liable for additional costs, delays, or consequences caused by closing requirements or exceptions from a closing company/title insurance company ("Title Requirements"). You acknowledge that Title Requirements are outside of our control and are merely the opinions of a self-interested private insurer. Title Requirements as to work performed by our firm do not establish any defect in our work, as Title Requirements may be unpredictable or in excess of actual legal requirements.

<u>Impending Deadlines</u>. If you approach us with legal matter involving a potential deadline, statute of limitations, or other time-based concern, you are responsible for immediately informing us in writing of the potential deadline, and you acknowledge that we may be unable to meet deadlines if we were not retained with adequate time to prepare and identify any potential deadlines. Unless specifically agreed in writing, our representation does NOT include making appeals or advising you on the appeal deadline.

**Remedies & Liability.** If you are ever unhappy with our services, you must notify us in writing before taking any other action, and provide us the opportunity to evaluate and explain the situation and, if we deem appropriate, to take corrective action with respect to the services. Unless a final judgment by a court determines our firm was grossly negligent or committed willful misconduct, our firm's liability for any claim you may have against us is limited to the amount of the fees directly related to the services at issue that have actually been paid to us. You agree that we will not be responsible, under any circumstances, for lost profits, transaction value, revenues, or other indirect losses or liabilities. You agree that our firm does not bear the burden of any potential increase or decrease in the market value of a property or asset due to alleged misconduct by our firm, because any such shift in market value is too speculative to support a damages award.

**Fee Shifting & Damages Liability**. If you ask us to provide services related to a legal dispute or litigation of any kind, you acknowledge that you are taking 100% of the risk for possible future damages awards or attorney fee awards against you. You understand that in litigation, there is always a possibility that you will



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incur liability for a judgment against you, or for the attorney fees and costs of another party. Our firm will not be liable for this risk. Likewise, we may seek to obtain an attorney fee award from the opposing party on your behalf, but regardless of whether fees are awarded, you are responsible for all charges under this agreement. Generally, courts have the discretion to decide whether or not to award fees, so we cannot control this with certainty.

**Document Retention**. If you bring physical documents to our firm, you are responsible for clearly identifying to us which of those documents may be originals or valuable for any reason. Our policy is *not* to keep client documents in hard copy at our office unless absolutely necessary. We anticipate scanning any physical documents you deliver to our office, and we expect that you will then retrieve them within a reasonable time (not to exceed one month) after delivering them to be scanned. In any case, we will not store physical client documents at our office for more than one (1) year, and you are responsible for retrieving your hard copies prior to that time, or they may be destroyed.

**Practice Areas vs. Specialization**. We do not make any representations that our attorneys are formally certified or specialize in any particular areas of law. We represent on our website and marketing materials that we focus exclusively on property law as our primary practice area. This should be taken to mean that property law, including any and all sub-categories, is the area of law we spend our time practicing. Our attorneys may or may not have other credentials related to property law, but you acknowledge that we have not made any representations of specialization or credentialing of any kind.

**Unpaid Fees**. If you owe us past-due legal fees or costs, we are authorized to collect them from your property or proceeds in a court proceeding, from closing proceeds in a real estate transaction upon invoice to the title company, by attorney lien, fee application in court, from any funds or property we hold on your behalf, or any other method allowed by law.

<u>Counsel as to This Agreement</u>. We are not acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, we recommend that you consult with independent counsel of your choice.

**Conflicts**. If a conflict of interest arises, we may either request a waiver of the conflict or otherwise withdraw from the legal representation. You are responsible for informing us of the names of any potentially adverse parties at the outset of representation. Neither you nor our firm will be liable to the other for lost profits, lost opportunity, or any special, indirect, exemplary, consequential, or punitive damages.

If you understand and agree, please sign below. Upon receiving both a signed representation letter and the initial retainer payment set by the attorney, if any, we can begin work on your behalf. Until then, we cannot guarantee our time or attention to your legal matters.

We look forward to serving you.

## **CLIENT INFORMATION:**



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## Signature Certificate

Document name: Legal Services Agreement





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September 8, 2022 11:20 am CST	Sid Jones - sid@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.97.132.108
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September 8, 2022 11:20 am CST	Luke Luker - luke@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.97.132.108
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November 6, 2023 1:49 pm CST	Rick Fair - rick@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 70.182.79.151
November 6, 2023 1:49 pm CST	Richard Pollick - richard@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 70.182.79.151
November 6, 2023 1:49 pm CST	Zachary Privott - zach@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 70.182.79.151
March 28, 2024 10:46 am CST	Sid Jones - sid@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138

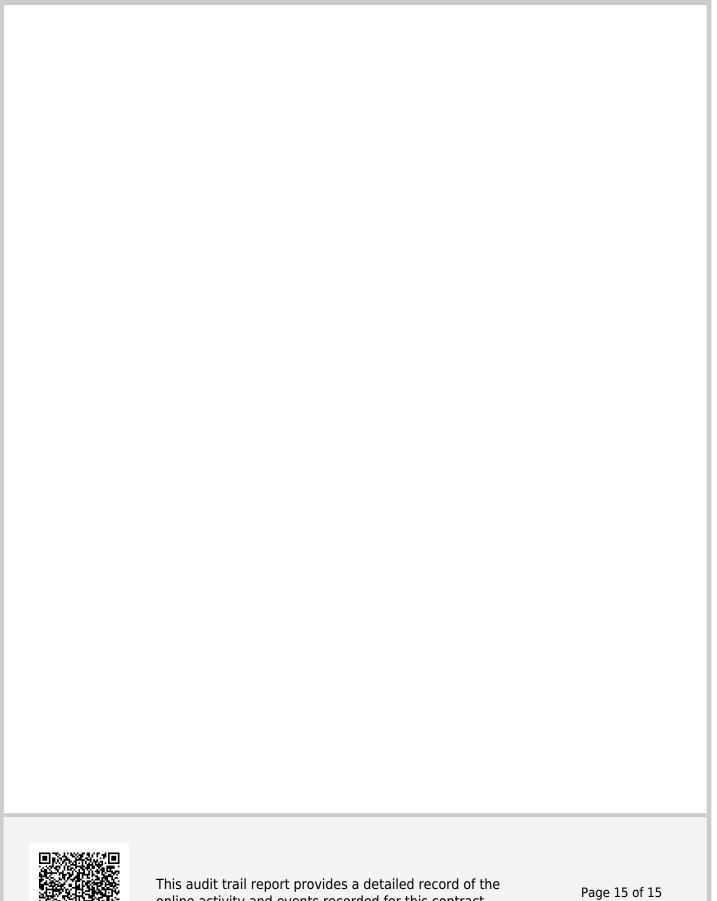
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May 31, 2024 8:06 pm CST	Zachary Privott - zach@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient lp: 68.229.225.124
July 2, 2024 12:00 pm CST	Sid Jones - sid@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.229.225.124
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July 2, 2024 12:00 pm CST	Matt Matheson - matt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.229.225.124
July 2, 2024 12:00 pm CST	Merritt Baker - merritt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.229.225.124
July 2, 2024 12:00 pm CST	Zachary Privott - zach@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.229.225.124
July 2, 2024 12:00 pm CST	Antonio Martinez - antonio@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.229.225.124
November 1, 2024 10:22 am CST	Sid Jones - sid@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138
November 1, 2024 10:22 am CST	lan Norberto - ian@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient lp: 24.248.250.138
November 1, 2024 10:22 am CST	Luke Luker - luke@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138
November 1, 2024 10:22 am CST	JT Stevenson - jt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138
November 1, 2024 10:22 am CST	Matt Matheson - matt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138

November 1, 2024 10:22 am CST	Merritt Baker - merritt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138
November 1, 2024 10:22 am CST	Zachary Privott - zach@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138
November 1, 2024 10:22 am CST	Antonio Martinez - antonio@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138
November 22, 2024 12:09 pm CST	Sid Jones - sid@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient lp: 24.248.250.138
November 22, 2024 12:09 pm CST	lan Norberto - ian@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138
November 22, 2024 12:09 pm CST	Luke Luker - luke@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138
November 22, 2024 12:09 pm CST	JT Stevenson - jt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138
November 22, 2024 12:09 pm CST	Matt Matheson - matt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138
November 22, 2024 12:09 pm CST	Merritt Baker - merritt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138
November 22, 2024 12:09 pm CST	Zachary Privott - zach@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138
November 22, 2024 12:09 pm CST	Antonio Martinez - antonio@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 24.248.250.138
February 7, 2025 11:34 am CST	Sid Jones - sid@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.97.138.159
February 7, 2025 11:34 am CST	Ian Norberto - ian@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.97.138.159
February 7, 2025 11:34 am CST	Luke Luker - luke@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.97.138.159

February 7, 2025 11:34 am CST	JT Stevenson - jt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.97.138.159
February 7, 2025 11:34 am CST	Matt Matheson - matt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient lp: 68.97.138.159
February 7, 2025 11:34 am CST	Merritt Baker - merritt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.97.138.159
February 7, 2025 11:34 am CST	Zachary Privott - zach@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.97.138.159
February 7, 2025 11:34 am CST	Antonio Martinez - antonio@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient lp: 68.97.138.159
February 14, 2025 8:54 am CST	Sid Jones - sid@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.97.138.159
February 14, 2025 8:54 am CST	Ian Norberto - ian@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.97.138.159
February 14, 2025 8:54 am CST	Luke Luker - luke@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient lp: 68.97.138.159
February 14, 2025 8:54 am CST	JT Stevenson - jt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient Ip: 68.97.138.159
February 14, 2025 8:54 am CST	Matt Matheson - matt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient lp: 68.97.138.159
February 14, 2025 8:54 am CST	Merritt Baker - merritt@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient lp: 68.97.138.159
February 14, 2025 8:54 am CST	Zachary Privott - zach@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient lp: 68.97.138.159
February 14, 2025 8:54 am CST	Antonio Martinez - antonio@jonespropertylaw.com added by Ryan Jones - ryan@jonespropertylaw.com as a CC'd Recipient lp: 68.97.138.159





This audit trail report provides a detailed record of the online activity and events recorded for this contract.