



### 1. Parties

The parties to this agreement shall be your entity, listed in paragraph 3 as the Reporting Entity (individually or collectively the "Client") and Evans & Davis, PLLC (the "Firm"). The Client retains the Firm to assist with implementing the specific services outlined in this *Contract for Legal Services*.

### 2. Subject Matter of Legal Representation

The Firm has been retained to provide legal representation to the Client regarding:

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### 3. Scope of Legal Representation

The Firm's legal representation is specifically limited in scope to the matters set forth in this *Contract for Legal Services*. The Firm has been retained to complete only the following tasks:

- ✓ Firm will file required disclosure for FinCEN reporting for the submitted entity.
- ✓ This contract will be for a one time filing.
- ✓ Filing will be completed after client provides all required information, copies of photo identification, agreeing to this contract and making payment for service.

#### Client Will Be Represented Individually

Client does not consent to joint representation or joint representation is not applicable in this matter.

### 4. Exclusions from Legal Representation

The Firm never provides advice on tax or accounting issues, investment or financial decisions, business valuation, real estate, etc. Upon request, Firm can provide a list of professional partners to the Client. Unless an additional *Contract for Legal Services* is executed, the Firm will not provide ongoing representation or reminders for the Client to file tax returns, renew trademarks, complete annual renewals for companies, create corporate minutes, etc. The Firm's representation is limited in scope to reporting to FinCEN once. If any changes occur to the entity after the initial report, Client has a duty to update FinCEN or retain our firm, or other professional to do so. Firm has no obligation to keep FinCEN records up to date unless retained to perform updates.



## 5. Professional Fees

The Client specifically consents to the sharing of professional fees with internal and external attorneys where deemed appropriate by the Firm. The Firm may be additionally compensated by external sources for related matters. The Firm is licensed to practice or has outside counsel attorneys review all legal work in all 50 states and the District of Columbia in compliance with all applicable laws. No legal representation shall exist until such time as the Client has either provided the Firm with the flat transactional fee. The Firm and the Client agree to professional fees as follows:

### Flat Transactional Fee

Although the Firm's normal hourly rates are up to \$550.00 per hour, the services outlined herein are provided on a flat transactional fee basis. Based on the services selected above, the applicable professional fee is \$750.00. All fees are considered earned in full upon payment. If the Client terminates the Firm prior to the conclusion of legal representation, Firm is entitled to compensation on a quantum meruit basis with any remainder refunded to the Client.

The Firm requires professional fees be paid in full at the commencement of legal representation. As such, no legal representation exists until such time as the Firm and the Client have executed this Contract for Legal Services and the Firm receives the required professional fees. In addition to the professional fees paid, the Firm often incurs case expenses such as filing fees, court reporter fees, etc. The Client agrees that:

### Firm Is Responsible for Expenses

Unless expressly set forth in this Contract, Firm will be responsible for all related and known case expenses set forth in this *Contract for Legal Services*.

## 6. Payment of Fees & Client Responsibilities

Payment for professional fees may be made via check, cash, bank wire, or credit card. If the Client maintains a credit card on file with the Firm, the Client authorizes the Firm to utilize that card.

## 7. Document Retention Policy

The Firm will maintain an electronic copy of the Client's documents for a time period in accordance with rules established by the applicable state bar association.

## 8. Conflicts of Interest

The Firm has advised the Client of any potential conflicts of interest relating to previous or current clients. The Client has waived any objections and consents to the Firm's representation.

## 9. Duty for Disclosure of Confidential Information

Successful representation requires that the Client disclose to the Firm information about business relationships and financial affairs that are highly confidential. The Firm also requires Client to make decisions that are sometimes difficult. Client agrees to provide Firm with all factual information and materials necessary to perform these services, while the Firm is responsible for making decisions and determinations appropriate for the Client. Firm cannot be responsible for undesired consequences caused by a failure to disclose information.

## 10. Disclosure of Information to 3rd Parties

The Client authorizes the Firm to disclose information to 3rd party professionals deemed appropriate to accomplish the objectives set forth in this Contract for Legal Services. For example, the Firm can provide information to accountants, consultants, tax advisors, publicists, physicians, referral sources, other attorneys, and FinCEN, etc.



## 11. Timeline

Various factors contribute to the time necessary to complete the services outlined within this *Contract for Legal Services*. Unless specifically agreed to in writing, there is no specific guaranteed time frame in which services will be complete.

## 12. Conclusion of Legal Representation

At our discretion, the Firm has the right to withdraw from representation if the Client has misrepresented or failed to disclose material facts, if the Client fails to follow our advice, or for any other legitimate reason. Firm will withdraw from legal representation if client has not provided the information required to report to FinCEN within the guidelines set forth above in this Agreement. Client will be responsible for all civil and criminal penalties associated with the entity filing.

Likewise, the Client may discharge the Firm at any time, for any reason. Upon completing the services as outlined above, the Firm's representation will be considered concluded. The Client will have no further obligation to the Firm and the Firm will have no further obligation to the Client in regard to this specific representation. Any future or unrelated matter will require the execution of a new Contract for Legal Services.

## 13. Electronic Acknowledgement

By clicking "Yes" on the web page, you acknowledge and agree that you have read this contract, agree to it, and understand it in its entirety. If there is a portion of the contract that you do not understand, please contact Evans & Davis, PLLC to inquire prior to accepting. Our Attorneys and Staff will walk you through the terms of this Contract for Legal Services.

## 14. Additional Provisions

Federal Regulations require Limited Liability Companies to report certain membership and management information to FinCEN under the Corporate Transparency Act. Unless the Firm is specifically retained to provide ongoing legal representation, Client understands that Client will be responsible for reporting this information to FinCEN within the required statutory guidelines going forward if any of their information changes. If Client does not provide the Firm with the requested information for first reporting upon retention, Client acknowledges that it will be Client's responsibility to report within the statutory timeframe. Client additionally understands and acknowledges that there are criminal and civil penalties for not properly reporting, and that the Firm is not liable if Client fails to provide the requested information. If Client provides incorrect information or misleading information Client agrees to indemnify and hold harmless firm for any liabilities that may arise. Client understands and acknowledges that there are criminal and civil penalties for reporting incorrect or misleading information.

