ATTORNEY ENGAGEMENT LETTER

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Dear

1. <u>Introduction</u>. This letter finalizes our relationship as attorney and client. I will also be sending you a separate email outlining the scope of work we have agreed on. Below you will see a brief description of what to expect from my firm going forward. I hope it seems fair and reasonable. If you ever feel otherwise during the time we are working together, please do not hesitate to let me know. I firmly believe that the best attorney-client relationships are built on trust and respect, and I sincerely hope to establish those with you.

2. <u>Responsible Attorney</u>. Going forward, I will be the main attorney responsible for any work my firm does for you. For any issues that come up during our relationship, I will do my best to be highly responsive every time you need my help. If I do happen to be out of the office when you need assistance, I will try to provide you with a timeframe for when to expect a response, and push for a solution as quickly as I am able. If you have a particularly pressing need, please let me know what the problem is and the deadline by which you will need a solution.

3. <u>Firm Capabilities</u>. I generally try my best to provide a comprehensive set of legal services for clients in the alcohol beverage industry. I also have developed a network of other professionals to help provide additional guidance and support within the industry.

4. <u>Fees</u>. I plan to send out billing on a monthly basis, although I may send an early invoice when it seems appropriate. For some matters, it is relatively easy to predict the amount and scope of work and the appropriate fee for such services. For such matters, I intend to perform work on a flat-fee basis. Flat fee work that is quoted at \$1,000 or more will be billed based on the following benchmarks: the first half will be billed and earned upon beginning the work; and the second will be billed and earned upon the completion of my work on the matter. For matters that are less predictable in scope, I will bill hourly at my standard hourly rate, which is currently set at \$250 per hour. My hourly rate and flat fee rates may be adjusted from time to time to account for market changes, inflation, and other circumstances. I will notify you in advance of any change to my rates.

5. <u>Expenses</u>. Most of the work I do for clients includes some out-of-pocket expenses. For any expenses that are directly attributable to the work I do for you, I ask that you please repay me for such fees promptly after you are billed for them. These may include USPTO filing and state alcohol licensing fees, other state or local filing and document access fees, mail and shipping fees in excess of \$5.00, wire transfer fees, foreign transaction fees, consultant fees (with prior approval), and notary fees. I generally do not bill separately for copies, domestic first-class mail, telephone charges, fax, or transportation.

6. <u>Payment</u>. Invoices are due and payable upon receipt. All invoices not paid within 30 days of the mailing date may be subject to interest charged at the rate of 1.25 percent per month. Your prompt payment helps ensure that fees are kept low, and that I can dedicate my time to promptly giving you

the best quality legal service I can. If you are not able to make a prompt payment for whatever reason, please let me know as early as possible so I can plan accordingly and not waste time following up with you. All invoices will provide payment options. You may make payments by credit card, wire payment, and/or check. Other payment options may be available if needed.

7. <u>Retainer</u>. For work that involves hourly billing, I typically ask that clients provide an initial \$1,000 payment, which will be applied toward work performed during the scope of our relationship. For flat fee work, I require payment up-front of the first-half of the fee total, as discussed above. Your initial payment will be applied toward the first round of work performed, and expenses paid in performing your work. Additional expenses and fees will be billed to you on a monthly basis, or sooner depending on the circumstances.

8. <u>Conflicts</u>. Almost all of my firm's work focuses on the alcohol beverage industry. As you might expect, this occasionally creates situations where there is a conflict of interest between two clients. I will do my best to identify such conflicts as early as possible and inform the parties. In cases where I believe I can ably represent both parties even though there is a potential conflict, I may need to obtain the informed consent of both parties before I will be able to assist in the newer matter. If I am able and upon request, I will attempt to provide a referral for any work where there is a conflict of interest.

9. <u>Termination</u>. If you are ever displeased with the quality of the work I perform, or if you wish to discontinue our attorney-client relationship for whatever reason, please let me know. If you would like to transfer your work to another firm, please understand that I will need your written permission to do so first. On the other hand, if you fail to promptly pay your bills, or ask me to take any action that I consider unethical, I may need to terminate our relationship. Please understand that, even if our relationship is terminated for whatever reason, you remain responsible for any amounts previously accrued, and any amounts that are reasonably accrued in compiling and transferring your file or completing any work requested by you.

By: Daniel Christopherson Title: Principal Company: Christopherson Law Firm, PLLC Date: July 9, 2019

By: Title: Company: Date: