



STANDARD CLIENT BILLING POLICY AGREEMENT FOR LEGAL SERVICES

This Standard Client Billing Policy, together with the engagement letter from Martin & Squires, P.A. ("M&S"), contains the agreement ("Agreement") under which M&S will provide legal services to you, as the client ("Client") named in that engagement letter. This Agreement describes M&S's standard billing policies and practices and will be applicable to all of your Client matters *unless otherwise agreed in a subsequent separate writing*. M&S may periodically modify its general billing policies and practices.

Services. M&S will provide you the legal services described in the engagement letter and other services agreed to between you and M&S.

Fees. Unless otherwise agreed in writing, the cost of legal services rendered will be determined at the respective standard hourly rate of the person(s) rendering the services. M&S will designate the appropriate attorney, or legal or staff assistant, to render the services based on: your request, the complexity of the matters involved, the skill and availability of the person to be assigned and other relevant factors. Time is recorded in one-tenth hour increments. Hourly rates are subject to periodic adjustment by M&S without prior notice.

Billing. Unless otherwise agreed in writing, fees, service charges and disbursements are billed monthly and payment is due within thirty (30) days after receipt. M&S may also send you monthly Statements of Account that summarize all outstanding invoices. If you pay a retainer or other advance payment of fees, service charges or disbursements, M&S will deposit and disburse that amount in a non-interest bearing trust account as required under applicable rules of professional responsibility. You will pay interest on fees, services, charges and disbursements which are not paid within thirty (30) days after receipt of invoice at the lesser rate of 8% per annum or the highest lawful annual interest rate.

Termination. You may terminate M&S as your legal counsel at any time by written notice to M&S. M&S may also withdraw as your legal counsel or suspend or limit its services for various reasons, in compliance with applicable rules of professional responsibility, including failure to pay promptly invoices when due, misrepresentation of or failure to disclose material facts, your action taken contrary to our advice or any other conduct or situation that, in our judgment, impairs an effective attorney/client relationship

between us or presents conflicts with our professional responsibilities.

Upon termination of our representation, M&S will return all papers and property immediately, retaining copies as appropriate for M&S's files. The termination of M&S's services will not affect your responsibility to pay for legal services rendered and all costs incurred up to the date when M&S receives notice of termination, and for any further work required in order to facilitate an orderly turnover of matters in process at the time of termination. You agree to pay all costs and fees associated with maintenance of your files and transfer of your files and documents upon termination of representation.

Collection. In fairness to our clients who timely pay their bills, the firm has collection procedures it follows to ensure that accounts are paid promptly. Client is responsible to reimburse M&S's collection costs and attorney's fees for nonpayment of invoices. If invoices are not timely paid, M&S may obtain and perfect an attorney's lien against documents, property, money or other rights, in accordance with applicable law. Client consents to jurisdiction in the State of Minnesota, Ramsey County.

Questions or Disputes. Questions or disputes concerning invoices should be brought to the attention of the attorney providing the legal services within fifteen (15) days after receipt of the invoice. If we do not receive comment about a statement within thirty (30) days of the invoice date, we will assume you find our statement acceptable. Formal dispute resolution procedures are available through the local bar association and will apply to this Agreement.

Services Charges. M&S bills charges from outside vendors (e.g. filing fees, expert witness fees, computer-assisted research, telephone toll charges, postage and courier charges, travel, etc.) and may retain travel incentives and other vendor discounts and incentives not directly attributable to a specific charge or client. If you request that M&S contract on your behalf for additional services to be provided by a third party vendor, M&S may request a purchase order or other authorization request from you. M&S will notify you of the terms of these arrangements and you will be responsible for payment either directly to the third party or through M&S.

Unless otherwise agreed in writing, M&S's charges that appear on fee statements for other incidental services are

based upon M&S's direct cost or the following schedule,
which is subject to periodic adjustment.

Copy charges - 20¢/page

Fax (outgoing only) - 10¢/page

Long distance telephone - actual charges