

TERMS AND CONDITIONS

This Agreement acknowledges the retention of the Law Firm of Kuczek & Associates (hereinafter "Attorney") by you (hereinafter "Client") and the fee arrangement by which Attorney will represent Client not as general counsel, but as a single engagement, undertaken on an hourly fee basis. Our Attorney-Client relationship is strictly limited to legal services agreed to between Attorney and Client.

LEGAL FEES

Our billing rates for our Attorneys are \$375 an hour for Robert R. Brandt, \$375 an hour for Danielle B. Kuhn, and \$575 an hour for Theodore D. Kuczek, III. Our billing rate for other staff is \$100 an hour.

These rates are adjusted annually to reflect increased experience and expertise of the Attorneys and staff and inflationary cost increases affecting our practice, and the adjusted rates will apply to all services performed thereafter.

RETAINER

A retainer may be required prior to commencement of any legal services for Client. The retainer will be applied against future billings. Attorney will refund the unused portion, if any, of Client's retainer upon completion of the retained matter.

SERVICES TO BE PERFORMED

Attorney will charge Client for services which will include, but are not limited to, the following: (1) contact with Client, Attorneys and other relevant persons via letters, phone calls, emails, or texts; (2) document preparation; (3) reviewing of documents; (4) legal research; (5) office conferences; (6) court appearances; (7) travel time to and from locations away from the Attorney's Highland Park office.

Services are billed to Client on the basis of time expended. Although we may, from time to time for a Client's convenience, furnish estimates of fees or charges that we anticipate will be incurred on a Client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. Attorney will not be bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by Attorney in writing.

COSTS AND EXPENSES

In addition to legal fees, Client is responsible for payment of costs incurred and disbursements made on Client's behalf including, but not limited to, photocopying and printing costs, postage, overnight mail costs, legal research, parking, transfer or exemption fees from municipalities or counties, county recording fees, court costs, filing fees.

Client authorizes Attorney to incur all reasonable costs necessary in Attorney's judgment to pursue the retained matter for which Client will be responsible for paying.

PAYMENT OF FEES

Client will be responsible for the prompt payment of all fees and costs incurred in excess of any retainer. Absent other arrangements made in writing, payment is due immediately upon receipt of the billing statement. Charges not paid by the last business day of the billing month are considered delinquent and will bear interest at the rate of eighteen percent (12%) per annum, or the maximum rate allowed by law, whichever is less.

APPOINTMENTS

Client appointments are during regular office hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. Appointments are available at other times if necessary. Please call the office 847-940-7780 if running late or need to cancel an appointment. If you must see your Attorney on an urgent matter, please call ahead and we will try to accommodate you. Appointments missed without 24 hours notice will be charged the minimum of one hour.

PHONE CALLS

Our work requires us to give our full attention to the legal matter at hand. Oftentimes, your Attorney will be in the office but unable to take your call or return your email or text immediately. We will make every effort to reply to your call within one business day.

Because texts are difficult to save for future reference, we discourage Clients from texting their Attorney except for informal issues such as running late for an appointment, etc. We will not discuss substantive issues via text.

THE OBLIGATIONS WE HAVE TO EACH OTHER FOR DISCLOSURE AND CONFIDENTIALITY

Attorneys, like other professionals who advise on personal financial matters, are now required by federal law to inform their Clients of their policies regarding privacy of Client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected our Client's right to privacy.

In the course of providing our Clients with legal advice, we sometimes receive significant personal financial information from our Clients. If you are a Client of Law Firm of Kuczek & Associates, you should know that all information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

CONFIDENTIALITY

The Professional Ethics rules require us to keep all information that you disclose to us confidential and not disclose it to persons outside Law Firm of Kuczek & Associates without your permission. The lawyer who is primarily responsible for your estate planning work may need to disclose information about your affairs to other lawyers and staff within Law Firm of Kuczek & Associates to best meet your needs.

If other professionals not in Law Firm of Kuczek & Associates are working with us on your estate planning with your permission (such as your accountant, a bank trust office, a financial planner, an insurance agent, or another law firm), you agree that we may disclose information to them as necessary to allow them to fulfill their role in your estate planning. We will use our judgment in making disclosures to these other professionals; unless you instruct us otherwise, you agree that we may disclose information to them as we decide is necessary for your best interests.

DISCLOSURE

Client agrees to provide Attorney with all factual information and materials necessary to perform the Attorney services, and that Client will be responsible for making decisions and determinations on matters not involving legal determinations as necessary for this matter.

ATTORNEY DUTIES IF CLIENT BECOMES DISABLED

The professional ethics rules authorize us to attempt to continue a normal Attorney-Client relationship with you if you become unable to make sound decisions about the matters you have retained us to advise you about. These rules also authorize us to seek the appointment of a guardian or to take other actions to protect your interests if we reasonably believe this necessary. The law permits you to appoint an authorized agent to act on your behalf. For example, you can appoint an Attorney-in-fact under a durable-power-of-Attorney document. The authorized agent can continue to act on your behalf even if you later become unable to make your own decisions. If the authority that you give to the authorized agent is broad enough, the authorized agent can make decisions for you concerning your estate planning and any other matters that you have retained us to advise you about. For example, that authority could include that ability to make gifts of your assets during your lifetime (and perhaps include the ability to make gifts to this authorized agent), and to execute contracts and agreements on your behalf.

If you have designated an authorized agent to act on your behalf under a power-of-Attorney document or some other arrangement, and if in our judgment that authorization is broad enough to include the authority for that person to instruct us on your estate planning or any other matters that you have retained us to advise you about, you agree that we can continue to represent you in your estate planning or those other matters, and that we may rely upon the communications and instructions from your authorized agent. You also agree that we may communicate with your authorized agents and disclose information to them that is relevant and necessary to allow them to make informed decisions on your behalf, including information that has been communicated to us by you that is protected by Attorney-Client confidentiality.

We reserve the right to refuse to act upon your authorized agent's instructions and instead to take whatever action that we reasonably believe necessary to protect your interests if we reasonably believe that your authorized agent does not have the authority to act on your behalf in the matter that we represent you on, or if we reasonably believe that your agent is not acting in your best interests or in furtherance of your objectives as we understand them,.

WITHDRAWAL OF ATTORNEY

Client understands and expressly agrees that Attorney may withdraw from representation of Client at any time if Client fails to honor the fee arrangement therein set forth including, but not limited to, payment of fees and expenses on a timely basis; fails to cooperate in the pursuit of the matter; fails to make a full and complete disclosure of the facts and circumstances relating to the matter; or otherwise takes any action which impedes the ability of Attorney to provide adequate and ethical representation.

A Client shall have the right at any time to terminate our services and representation upon giving reasonable written notice to the firm. Such termination shall not, however, relieve the Client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the Client before the date of termination.

We reserve the right to withdraw from our representation upon giving the Client reasonable notice to enable the Client to secure other counsel.

You have the right to discharge us for any reason at any time upon giving us reasonable written notice. In the following circumstances, we have the right to withdraw from representing you upon giving you reasonable notice to enable you to secure other counsel: (a) you fail to cooperate in the preparation and presentation of paperwork or information needed to pursue the work; (b) you fail to pay amounts billed in a timely manner; (f) any fact or circumstance arises that would, in our view, impair an effective Attorney-Client relationship; (g) for professional or ethical reasons, we do not believe we can proceed with our representation of you.

If we elect to withdraw, the Client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal. We will be entitled to be paid for all services rendered and disbursements or other charges made or incurred on behalf of the Client prior to the date of withdrawal.

DISPUTES

By this document, the Client and Attorney agree that any controversy or claim arising out of or relating to this contract, including but not limited to any dispute relating to services provided, Attorney fees or expenses, shall first be attempted to be settled by mediation. The Client and Attorney agree to refrain from pre-emptive maneuvers and adversarial legal proceedings (except in the case of an emergency necessitating such action), while actively engaged in the mediation process. The Client and Attorney shall be jointly and severally liable for the mediator's fees and expenses.

FILE RETENTION

We may send you documents, correspondence, and other information. These copies will be your file copies. Please retain them and bring all documents to our scheduled appointments. We will also keep the information in a file in our office, which will be our file. When we have completed all the legal work necessary for your case, we will close the file. We will then store the file for approximately 10 years. We will destroy the file after that period of time unless you instruct us in writing now to keep your file longer.

It is the Client's responsibility to notify us promptly of any change in work or home address or telephone number, cell phone number or email address. This responsibility extends beyond the conclusion of our representation. If we are unable to reach the Client with notice of our intent to dispose of documents because the Client has not kept us apprised of changes in contact information, we will not take responsibility for tracking the Client down to forward such notice and will dispose of documents as discussed above.

Unless previously terminated, our representation will end on our sending the Client our final statement for services rendered. Following that termination, any otherwise nonpublic information the Client has given us that we still have will be kept confidential in accordance with rules of professional responsibility, subject to the provisions above. For various reasons, including the minimizing of unnecessary expenses, we reserve the right to destroy or otherwise dispose of any document retained by us.

This letter will not become effective and we will have no obligation to provide legal services until you sign and return the copy of this letter.

THIS RETAINER AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN ATTORNEY AND CLIENT. ATTORNEY ADVISES THE CLIENT TO READ THE RETAINER AGREEMENT CAREFULLY AND TO DISCUSS ANY QUESTIONS OR CONCERNS REGARDING THE TERMS OF THE RETAINER AGREEMENT.

I hereby acknowledge that I have read this Retainer Agreement and have discussed any questions or concerns I have regarding this Retainer Agreement and have received a copy of the same. I agree to retain Attorney in accordance with the terms and conditions of this Retainer Agreement.

Dated: _____

Client

An electronic signature shall be as valid as an original signature.