



S. Marshall Griffin, Jr.
999 Waterside Dr.
Suite 2525
Norfolk, VA 23510
757-777-3421 (o)
757.434.0198 (c)
www.griffinlawdefense.com

MILITARY LAW SUBSCRIBER PROGRAM TERMS AND CONDITIONS

This fee agreement (hereinafter "Agreement") is entered into between **The Griffin Law Firm** (hereinafter the "Firm" or the "Attorney(s)"), and **Subscriber** (hereinafter the "Client" or "Subscriber") to provide limited scope, confidential legal consulting and advice within the constraints of applicable ethical rules, geographic limitations, and Military Law.

CLIENT AND ATTORNEYS MUTUALLY AGREE AS FOLLOWS:

1. Scope of Representation

This agreement contemplates a limited scope representation wherein Attorney will become familiar with Client's circumstances, to include military branch, time of service, career goals, and any other Client priorities FOR THE PURPOSE of providing general advice and consult within the provided context. Attorney will also provide client with relevant legal updates within the area of practice.

The legal fees quoted in this agreement are based upon issues which are known or anticipated at the time of execution of the fee agreement as noted above. If the issues or allegations are significantly changed, the Attorney reserves the right to charge additional legal fees over and above the amount quoted in this agreement. Payment of the fees described below entitles Client to the following legal services and program benefits:

- Two phone consults per month not to exceed 30 minutes each.
- Placement on the Firm distribution list to receive legal updates and information.
- Discounted legal fees on document drafting or review (\$200/hour).
- Discounted retainer fees on more substantial legal matters after your 3rd month (10% off).

Please be advised that Mr. Marshall Griffin is licensed to practice law in the Commonwealth of Virginia. His ability to practice law outside the Commonwealth of Virginia is limited to Military Law, Security Clearance Law, Federal Employment Law, and Military Medical Credential Defense.

2. Services Not Included and Limitations

Attorney's representation of Client extends only to the legal matters noted in this Agreement, and Attorney is not responsible for any legal services or advice requested or rendered which are not specifically provided under the terms of this Agreement. Should the Client choose to retain the Firm in any other capacity, a separate fee agreement shall be negotiated. Representation by the Firm shall terminate upon withdrawal. This Agreement does not include any legal services after the withdrawal of counsel.

Client may receive services listed under this agreement from another highly qualified and competent

Attorney with the Griffin Law Firm, and nothing in this agreement, nor any future course of dealing between Client and Firm shall give rise to a right by Client to receive services under this agreement with a specific Attorney.

Nothing in this agreement obligates Firm to represent Client in another legal matter. Firm's willingness and ability to take on a specific representation requires careful consideration of many factors including staffing, workload, case complexity, and availability. While Client is entitled to access to discounted services, Firm is not obligated to provide discounted services that are not included in the monthly retainer or onboarding fee, also referred to as "additional services," and may place reasonable limitations on the provision of those services. Unused phone calls will not carry over to the next month. If Client does not use the phone calls during the month, no penalty or benefit results. Monthly benefits are not impacted by services rendered the previous month.

3. Legal Fees or Subscription Fee

Client will pay a one-time fee of \$75.00 to cover the initial consult and onboarding meeting. The \$75 will be considered earned when paid.

Client will then be automatically billed a monthly fee of \$29.00 as a monthly retainer to pay for Firm's availability for consult. The monthly \$29 fee will be considered earned when paid.

Phone consults that exceed plan limits in either frequency or duration will be billed at the standard firm rate of \$350/hour.

Document review and editing services are "additional services" and are available subject to Firm's resources and constraints. This service, if not covered under any other agreement and provided to a subscriber, will be billed at \$200/hour.

Retainers for other legal agreements will be discounted 10% for subscribers, but the standard rate, if applicable to that agreement, will not be reduced.

4. Forms of Payment

Payment may be made by cash, money order, wire transfer, or charge card. Subscription clients will be automatically billed monthly. Auto draft and auto pay options are available. Itemized invoices will be provided monthly to all subscription clients.

5. Non-Payment, Collection, Attorney Fees and Interest Charged

Client agrees that any money owed to the Firm must be paid by the date(s) specifically set forth in this Agreement or by the due date listed on the invoice provided to Client, whichever is earlier. Client agrees to pay a late charge of one and one-half percent (1.5%) per month on the balance of accounts more than twenty-eight (28) days past due. If it becomes necessary for the Firm to file legal action against the Client to recover fees or costs, Client understands and agrees that legal action will be filed in the Commonwealth of Virginia. In addition, the Firm reserves the right to pursue resolution of any legal action to recover fees or costs through arbitration. Client agrees that if there is a dispute regarding this Agreement, Client will pay the costs of collection and enforcement of this Agreement. If the Firm deems it necessary to file an action against the Client to obtain any fee owed under this Agreement, Client agrees to pay attorney fees and costs.

7. Discharge and Withdrawal

Client may discharge the Firm at any time. The Firm is, however, entitled to full compensation for all legal fees and Costs if discharged by Client or permitted to withdraw under the terms of this Agreement. If, for any reason, the Firm does not continue with representation of the Client through the conclusion of this matter, Client agrees to compensate the Firm for the work performed, based upon the amount of time required (calculated in part upon an hourly rate of \$350.00 per hour for attorney time and \$150.00 per hour for paralegal time) and the services that were initially anticipated, the complexity of the matter, the time frame within which the work was performed, the Law Firm's experience, ability, and reputation, the responsibility involved, lost opportunity costs, and the results obtained or the status of the case at the time of the termination of said services. Earned legal fees and Costs are not refundable under any circumstances and are not contingent on the outcome of any matter.

The Firm may withdraw from representation of the Client in this matter at any time due to a material disagreement of the terms of this agreement or failure to pay the monthly fee. Firm may also terminate the subscription program in its entirety after 30-day notice has been provided to all subscribers. Should the program be terminated in accordance with this provision, Firm will ensure that services continue for at least 30 days following any payment by Client. Client understands and agrees that the Firm's obligations under this Agreement shall be deemed fully satisfied by Attorney's availability for the two free phone calls.

9. Document Retention Policy

You are entitled to an electronic copy of your case file upon request. When all the legal work necessary for your case has been completed, you will be notified, and your file will be closed. Client understands and agrees that the Firm will not provide a printed case file at the conclusion of the subscription. Should firm provide broader services, record retention will be guided by the terms of that agreement.

10. Disclaimer of Guarantee

Client acknowledges that Attorneys have made no guarantees regarding the disposition, outcome, or results in any case or matter and that any statements made by Attorneys regarding the merit or outcome of a case are professional opinions only and not a guarantee. The Client agrees that the Firm's entitlement to the legal fees and reimbursement for costs incurred is not in any manner contingent upon the final outcome of the Client's case.

11. Independence of Attorneys

Payment of fees and costs may be made on Client's behalf by someone other than the Client does not create any duty on Attorneys' part to the payor and is not intended in any way to affect Attorneys' effort on behalf of Client.

12. Integration

This Agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior agreements or understandings, whether written or oral. This Agreement may not be modified, amended, or replaced except by another signed written agreement.

13. Acceptance of the Agreement

Submission of payment and checking "I have read the terms and conditions" box on the signup page constitutes acceptance of this offer and agreement with all the above terms and conditions. Client has been fully informed, acknowledges and understands that this is a FEE AGREEMENT for representation by the Firm and that this is a legally enforceable contract. Client/Payor acknowledges that he has read this Agreement, has received a true copy of this Agreement, has had the opportunity to discuss this Agreement with the Attorney, and that he fully understands and agrees to all terms and conditions of this Agreement. Client also understands that he has the right to seek independent legal counsel before executing this document or retaining the Firm for the services described above.