



# Law Firm/Client Master Agreement

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This Law Firm/Client Master Agreement ("Agreement") is intended to be a master agreement, with any addendum to be incorporated, between Keystone Law Firm ("Firm") and the Client(s) identified on the last page of this document. We may be engaged in future work by the signing of additional addenda, which are incorporated by this reference.

## 1. What We Will Be Doing for You

Unless your addendum specifically states otherwise, our services are limited to the project specifically described in your addendum, and you are not relying on us for business, investment, accounting, tax, or valuation decisions nor to investigate the character, ability, rating, or credit of persons or firms with whom you may be dealing (such as accountants, insurance companies, or investment advisors).

## 2. Fees

The fee amounts and type for your project is described in your addendum for the services for which you have hired us. We will always attempt to obtain your permission, or at least inform you, before incurring any charges beyond what you have agreed to in advance.

We welcome payment with credit, debit, or other charge card, but if you are paying with this method, you are waiving the right of chargeback. If any refunds are due to you, we may send it by check or refund your card at our sole discretion. If you feel that a charge from our Firm on your credit/debit/charge card was fraudulent, please contact us for immediate resolution. If your check bounces, we will charge your account an insufficient funds fee of \$35.

IF YOU DISPUTE OR CHARGEBACK A CREDIT/DEBIT/CHARGE CARD CHARGE FOR A PAYMENT TO THE FIRM, YOU AGREE THAT THE FIRM MAY RECOVER THE AMOUNT OF THE CHARGEBACK IN ADDITION TO ANY EXPENSES ASSOCIATED IN RECOVERING THE AMOUNT INCLUDING – BUT NOT LIMITED TO – COLLECTION AGENCY FEES, ATTORNEYS' FEES, MARSHALL OR SHERIFF FEES, AND COURT COSTS.

## 3. Costs

In addition to our fees, there are certain out-of-pocket costs that you may be required to reimburse us. We include certain routine costs in our fees as described in your Addendum. You will be required to reimburse us for the costs identified in your Addendum, such as court filing fees, delivery and courier fees, fees for service of process, deposition costs, expert's reports, travel expenses, investigator's fees and expenses, abnormal copying charges, abnormal postage, etc. We may advance these costs or request your payment in advance of incurring them.

## 4. Your Rights & Responsibilities

**SATISFACTION GUARANTEE:** For new clients, if you are not 100% satisfied after your first Attorney meeting and you wish to cancel our services for any reason, we will refund 100% of your payment if you notify us at the end of the meeting and tell us how we could have done a better job for you.

If you choose to terminate our services while your matter is still pending, you will remain liable to us for the costs that we have expended on your behalf and for our fees identified in your Addendum. If we should ever have a dispute as to any aspect of this Agreement, we want you to be aware that each of us has the right to have such dispute decided by arbitration under the supervision of the State Bar of Arizona at no cost to you.

We expect you'll have an amazing experience at Keystone Law Firm and join our other 5-star reviews by sharing your experience online through one of the various review sites (Google, Facebook, Yelp, Avvo, etc.). Actually, no matter your experience with us, we always welcome feedback since it is the best way for us to learn how to get better at what we do and the way we take care of our clients. If you do have a negative experience, please know that we want to hear from you directly. You are encouraged to bring your feedback to your legal team or, if the response is not satisfactory, directly up the chain to the Managing Attorney/Owner of Keystone Law Firm, Francisco Sirvent. His direct email is [francisco@keystonelawfirm.com](mailto:francisco@keystonelawfirm.com). Also, if you choose to exercise your right to post a public review anywhere (online or in any review service) of any rating (positive or negative), you are advised that you have made a partial waiver of the attorney-client privilege and of the confidential nature of our relationship, and you therefore agree to allowing us to post a response either to thank you for the positive review or invite you to contact the office to fix any negative review. In any event, we will not reveal anything confidential in our response.

We rely on you to determine the value of your assets. A material under- or over-valuation of your assets could cause us to recommend strategies or options that are entirely inappropriate.

## 5. The Maintenance of Your Legal Files

Your client file consists of any drafts, research, communications, and work product created after you engage the Firm. We retain all rights to our intellectual property. The terms of our representation do not include maintenance of a file or your documents after our engagement ends. It is your responsibility to maintain all original documents. Anything we have regarding your matter may be destroyed with no further notice five (5) years after your matter is closed.

## 6. Note Regarding Guarantees

Unless agreed otherwise in writing signed by both of us, nothing in this Agreement or our verbal or emailed statements shall be construed as a promise or guarantee about the outcome of your matter. We cannot guarantee a particular future result, tax savings, or court interpretation. Courts sometimes interpret the laws or regulations differently than attorneys reasonably anticipate. We cannot assure you that our interpretation will always be correct or prevail. Our comments about the outcome of your matters are expressions of our professional opinions.

## 7. Our Fees & How They Work

Our stated fees are based upon payment in full. Outstanding balances remaining unpaid thirty (30) days from the due date or the date of your Addendum will be subject to a finance charge of 1.5% per month. The Firm shall receive its attorney's fees, costs, and expenses of collecting any unpaid balance. Failure to pay invoices timely will permit the Firm, after notice to the Client(s), to terminate its representation of the Client(s) and withdrawal as attorney of record from any court in which the Firm has appeared, subject to court approval. Client(s) hereby grant(s) the Firm a lien on any and all claims or causes of action that are the subject of the Firm's representation under this Agreement. The Firm's lien will be for any sums due and owing to the Firm at the conclusion of the Firm's services. The lien will attach to any recovery that the Client(s) may obtain, whether by arbitration award, judgment, settlement, or otherwise.

We do not want fee issues to become a problem between us. Therefore, we will endeavor to inform you in advance of additional fees to be charged when we can, but that is not always practical. We will make every effort to resolve any objections you may have to any additional fees charged as long as the objection is made known to us within thirty (30) days of the invoice date.

Anytime we agree to a "non-refundable" or "earned upon receipt" fee, you, as the Client(s), retain the right to discharge our Firm, and we are ethically constrained to make sure our fee is reasonable for the actual services rendered. Therefore, the fee may in some instances be partially or totally refundable. There will be no full refunds of any flat fees after the documents have been drafted by our office.

Our flat fees are for a specific set of services which are typically needed to obtain the given result or stage of a matter. When you agree to a flat fee, that flat fee will include a specific number of office meetings with the appropriate members of your legal team; not all meetings are with your attorney. For additional meetings beyond those included in your flat fee, you agree to pay the current fee for each appointment.

We do not charge for costs that are included within your Addendum. We do, however, reserve the right to charge you for any of costs if they are outside of our normal and routine costs. We charge additional fees for travel for any time that we must leave the office on your behalf. We also charge food and lodging costs if we must be away from our homes overnight.

By signing this Agreement, you agree to pay invoices immediately upon receipt. If you are utilizing our Client Trust Account, we may request you to replenish the account for anticipated future work. If you have not made payment to replenish the account within two weeks of any request, we will stop all non-emergency work and, if needed, request that we be withdrawn as your attorney of record in court, subject to court approval.

We will not settle or agree to settle your claim without your approval in advance to do so. We will communicate with you periodically to advise you regarding the status of the case, and we will advise you regarding any settlement proposals presented.

We will thoroughly investigate the factual and legal basis for your claim. After such investigation is completed, if we should determine that no case can be made on your behalf or that the probability of winning your case is

very remote or simply not economically feasible to pursue, we will notify you of this fact, and we will have the right not to proceed with your case and the right to withdraw upon giving ten (10) days' notice to you of this decision.

If we determine to proceed, we will devote the legal knowledge, skill, thoroughness, and preparation reasonably necessary for your representation and do so with reasonable diligence and promptness.

If a settlement offer is made in your case, and we recommend acceptance, but you decide not to accept that settlement, then we shall again have the right to withdraw. If we determine to do so, and if you thereafter hire another lawyer, then you agree that we will be reimbursed by your new lawyer out of any money he/she recovers for you, and you agree that our reimbursement is a first charge against all monies that lawyer recovers for you. Our lien against those monies recovered shall include all unreimbursed costs expended by us on your case and the fees due.

Because of changes in the Federal Tax laws enacted by Congress in 1996, there may be tax implications to you regarding the monies received from settlement or trial. We will attempt to present your claim in a manner that minimizes those tax consequences as much as possible. We are not providing tax advice under this Agreement. We recommend, therefore, that you consult such experts at the time of any settlement or other recovery regarding the tax implications, if any.

## **8. You Are Not Insolvent**

We are relying upon your representations that you (1) have no present intention to file bankruptcy or to conceal your assets from known or reasonably anticipated creditors, (2) have disclosed all present or threatened litigation in which you are or could be involved, and (3) are not aware of any pending litigation or claims against you which you have not disclosed to us. If we are sued by any creditor or alleged creditor of yours whose claim, identity, or proceeding you have not disclosed to us, you agree to indemnify and hold us harmless for any loss, cost, or expense incurred by us, including attorney's fees and costs for our defense.

## **9. Disclosures & Consents**

Initial above the first line of each section. If two Clients are to be represented, the second Client shall initial above the second line of each section.

### **DISCLOSURE OF SEPARATE BUSINESS ENTITIES**

Good legal and business ethics require that we advise you in writing that the following business entities are separate and independent business entities:

- Keystone Law Firm a dba of The Law Office of Francisco P. Sirvent, PLC
- Lifestyle Planning, LLC

This Agreement is with the Law Office of Francisco P. Sirvent, PLC, dba Keystone Law Firm. The meeting with, receiving advice or other services from, or engaging of any entity in no manner means that you have also met

with, received advice or other services from, or engaged the other entities. The other entities shall have no responsibility concerning you or your matters until engaged directly by you.

## **PRIVACY POLICY & LIMITED DISCLOSURE**

The attorney-client relationship is a special one where the laws and courts recognize a very high level of trust and confidence. Clients' communication to their attorney is solemnly protected from disclosure to third parties without permission.

We do not reveal information about our clients (even their names) without their consent. We take this responsibility very seriously. In order to effectively work with your professional team of advisors (financial advisors, accountants, insurance professionals, fiduciaries, etc.), however, it is helpful and sometimes absolutely necessary that we be permitted to speak with and share some information that you have shared with us. Communication when any third party is present is not covered by attorney-client privilege.

Arizona Rules of Professional Conduct, Ethical Rule 1.14 provides that if we reasonably believe that you have diminished capacity, are at risk of substantial physical, financial or other harm unless action is taken and you cannot adequately act in your own best interest, we may take reasonably necessary protective action, including consulting with individuals who have the ability to take action to protect you. If we reasonably believe the above to be true, we may contact those whom you have previously authorized us to discuss your matter with, in accordance with Arizona's Ethical Rules and opinions. If no one is specifically authorized, we may contact those you have nominated as your agent(s).

If we are contacted by any of your named fiduciaries (guardians, conservators, power of attorney agents, healthcare agents, personal representatives, or trustees), telling us that you may be legally incompetent or that you have died, we may rely on that information without further investigation and we may disclose confidential information as we deem reasonable in the apparent circumstance. You also agree to allow us to represent your helpers as they undertake the responsibility of acting as your fiduciaries.

All of our communications are confidential and protected by the attorney-client privilege. We protect any and all information & communications you share with us with industry standard (or better) technology services that store, retrieve, organize, and compile any information & communications with us, which helps to provide services in an efficient and timely manner and which will help prevent misunderstandings between us and our clients. You hereby consent to the use of such services and to the storage of any and all of the information & communications you have with us including but not limited to, emails, letters, documents, chat records, financial information, contact information, electronic records, phone call recordings, and audio recordings of our meetings.

We also may contract with outside attorneys, paralegals, and other vendors (hereafter collectively referred to as "vendors") to perform certain functions for us such as, but not limited to, document scanning and storage, title transfers, document drafting, recording or filing of documents, delivery services, and beneficiary designation changes. We may share any information we believe reasonably necessary to allow our vendors to perform the given tasks.

## DISCLOSURE OF THIRD-PARTY AGREEMENTS

Lifestyle Planning, LLC ("LP") offers financial advisory services. It is explicitly recommended that clients compare rates and terms offered by other companies for comparable products if you choose to investigate doing business with LP. Client understands that while Keystone Law Firm is separate from LP, Francisco Sirvent will receive compensation from being licensed as an independent advisor representative and health/life insurance agent if you elect to have LP assist you with your financial advisory service needs. We do not believe that the potential monetary compensation from LP's services will affect our independent professional judgment in providing you with competent legal advice. We encourage you to check the rates and services of comparable financial advisory service businesses.

The terms and fees for the ancillary services are available from LP directly and are always provided and reviewed with clients prior to doing business with them.

KLF's legal services and billing for those services will be completely separate from LP's billing and services. You will never be charged twice for work that KLF performs; you will either be billed for legal services through Keystone Law Firm or charged the fees disclosed by LP for their financial advisory services. The compensation received by KLF, however, in no way increases your cost of services from LP. You will pay the same for LP's services whether or not compensation is paid to KLF.

KLF will maintain the confidentiality of all information that you convey to KLF as part of your legal representation and will not disclose any of that information to others in LP unless impliedly or expressly authorized by you for your benefit.

You understand that even though Francisco Sirvent has a financial interest in LP, the other professionals in that company who may provide you with services are not attorneys and are not regulated by the Arizona Supreme Court's Rules of Professional Conduct when working in that company. For instance, they are not subject to the same conflict of interest requirements as KLF is when serving as a lawyer, nor are they required to maintain the confidentiality of all information like lawyers, though they do have their own confidentiality policies which provide separate protections of your private information. Therefore, anything that you tell employees in LP will be kept confidential pursuant to their policies only. LP is completely separate from KLF.

While we do not currently foresee any conflict in serving in these dual roles, should one arise, KLF may be required to withdraw from representing you as your lawyer and LP may be required to terminate its involvement in your financial advisory needs. This might be necessary, for instance, if KLF were to learn that information submitted in your legal matter was materially incorrect or inconsistent with information provided to LP. Similarly, if you have a dispute with LP over the services provided or costs charged, KLF would not be able to assist you with that dispute.

Also, if it appears that you have a conflict with LP that affects the legal matter that KLF is handling for you, we will notify you of the options available, including possibly retaining new counsel to assist you in the legal matter.

We encourage you to have another lawyer review the terms of this agreement prior to having LP provide you with financial advisory services, although you are not required to retain separate counsel. If you have any

questions regarding our relationship with LP or any other questions about these additional services, please ask. You understand that we are not representing you as your lawyer in this transaction. We will take your signature below as your informed consent to the terms of this business arrangement and your acknowledgment that we have discussed these terms and that you have had sufficient time to consult independent counsel if you want.

**Client gives his/her informed consent to waive the potential conflict of interest described above regarding services from LP in which Francisco Sirvent has a financial interest. Client further confirms that he/she had sufficient time to have these terms reviewed by independent counsel, if so desired.**

## **CONSENT TO ELECTRONIC DELIVERY**

The following terms and conditions apply to the delivery, receipt, and review of your services from Keystone Law Firm. "KLF Notices" refers to all current and future billing statements, legal notices, disclosures, communication, and other information, documents, data, and records regarding your engagement and services from the Firm. KLF Notices and other communication may be provided to you verbally, by mail, electronically, or by telephone (cellular or otherwise) and left for you on your answering machine or otherwise, and they shall be deemed to have been delivered to you when sent.

Email is not a secure form of communication. We encourage you to communicate with us via a secure client portal account you will receive as part of our services. You are responsible for reporting any changes to your information in a timely manner. We will keep your email address and phone number on file for delivery of KLF Notices.

You agree to access or download the relevant documents or information promptly. It is your responsibility to review all confirmations, statements, notices, and other communication. All information contained therein shall be binding upon you if you do not object, either in writing or via electronic mail, within thirty (30) days after any such document is sent to you.

If you revoke or restrict your consent to electronic delivery of KLF Notices or request paper delivery, the Firm, at its discretion, may charge a reasonable service fee for the delivery of KLF Notices that would otherwise be delivered electronically or may restrict or limit your engagement and our representation. Neither your revocation or restriction of consent nor your request for paper delivery nor the Firm's delivery of paper copies of KLF Notices will affect the legal effectiveness or validity of any electronic communication provided while consent was in effect.

Electronic delivery may be in the form of an email, an electronic mail attachment, or in the form of an available download from the Firm's website or client portal.

Should you experience any difficulty opening a document electronically delivered by us, you will promptly notify us in order to allow us to make the required delivery by other means. Failure to advise us of such difficulty within forty-eight (48) hours after delivery shall serve as an affirmation that you were able to receive and open said document.



## RELEASE OF GENERIC INFORMATION

We believe in educating our community by sharing real-life examples of challenges and solutions from the families we serve. You may have benefited from hearing such stories during your consultation. By initialing here, you consent to allow us to share generic details of your family's story in a general, non-identifiable way for educational and marketing purposes **as long as we do not use your personal names, specific details, or identifying information.**

## MARRIED & JOINT CLIENTS

The Rules of Professional Conduct, as adopted in Arizona, permit the joint representation of multiple clients when the attorney can adequately represent the interests of each client and each client knowingly consents to that joint representation after disclosure and consultation.

With married Clients, our firm is representing both of you; each one of you is our Client. As a result, anything either of you discuss with us will be disclosed to the other. It is agreed that we may disclose all information received from one Client to the other Client. Anything one co-client shares with us, we will share with the other and if a client declines to have the firm share material information, the firm may have to withdraw from representing both of you. We will not be able to represent either of you in that instance – we will withdraw from both and both of you will then have to get separate counsel.

Should you each have different opinions about the direction of your matter, we can explain the pros and cons of those opinions. The Rules prohibit us, however, from advocating or favoring one of your positions over the other.

Although unlikely, if conflicts arise between joint Clients which, in our professional judgment, make it impossible to perform our duties to both of you, the Rules require us to withdraw and to advise one or both of you to seek independent counsel. By signing the Addendum to this Agreement, you consent to the potential conflict of interest arising from this joint representation.

Often, after we have represented a member of a family, other family members such as adult children, parents, or more distant relatives also wish to engage our services. By signing the Addendum to this Agreement, you give advanced permission that we may disclose to those family members that we represent you but not any details of your legal matters, and you give your permission that we may represent any such family member. In our representation of other family members, you give us full permission to keep confidential from you any decisions those family members may make, even if it could mean disinheriting you, and we may carry out those family members' desires without breaching any duty to you. We would be representing the other family members concerning their legal issues, and we would not be advocating for or protecting you.

As an example of the application of this provision, assume that after we have represented you, your parents engage us to represent them in estate planning. They tell us that rather than leave their estate to you, they are going to leave it all to charity. They also determine that rather than name you as the personal representative and trustee, they are going to name a bank. They do not want you to know their decisions until they die. These decisions could be or are adverse to you if you are including that expected inheritance as a basis upon which to make decisions regarding your own estate plan. You are consenting to the conflict of interest and limiting the scope of our engagement, agreeing that in this instance, we would not be advocating for you nor protecting your



best interests, but only the interests of your parents, and that we would not disclose to you what your parents are doing. You are agreeing to our representation of your parents under these terms, and you have no expectation that we would handle this situation in any other manner. You are further agreeing that if this turns into an actual conflict – to the extent your own estate planning decisions are dependent on an expected inheritance from someone – you will either obtain the necessary conflict waivers or allow us to withdraw from representing you.

## **SOMEONE ELSE PAYING CLIENTS' FEES**

From time to time, we are asked by a client to accept payment from a third party, such as a child paying for a parent's estate plan. In such a case, all duties and loyalty are to Clients and not to the individual who is paying ("third party"). Furthermore, the third party does not control the representation and cannot be provided any information about the representation without your informed consent. If you do provide that consent, understand that the attorney-client privilege may be waived. In the event any refund is due at the conclusion of your matter, the refund will be made to the person(s) that paid the fee to the firm.

The terms of this document shall be in addition to the terms and conditions contained elsewhere with your engagement with the Firm and shall not supersede the rights or obligations contained in such other agreements.

## **10. Signing This Agreement**

Upon your signing, this document becomes a legal, binding, and enforceable contract. Therefore, read it carefully. If the aforementioned terms and conditions are acceptable to you, sign below the words "Approved and Accepted" and return this signed original to us, retaining a copy of the signed Agreement for your files.

We look forward to representing you in the matter addressed in the addendum.

APPROVED AND ACCEPTED:

Client 1 Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Client 2 Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

FOR KEYSTONE LAW FIRM:

Attorney Print: \_\_\_\_\_

Sign: \_\_\_\_\_