

## PURCHASE TERMS

- 1. PPP LOAN PRODUCT GENERALLY.** Subject to these Terms of Purchase (“Terms”), Feldesman Tucker Leifer Fidell LLP (“Attorneys”) agrees to provide the following items and services (referred to as the “PPP Loan Product”) to you (the “Purchaser”): (a) online access to a Payment Protection Program Loan Forgiveness Toolkit (the “Toolkit”) and (b) up to two hours of professional services (“Attorney Time”) advising Purchaser with regard to the matters described in the PPP Loan Product, subject to Paragraphs 2 and 3 below. Purchase of the PPP Loan Product does not establish an attorney-client relationship between Purchaser and Attorneys, nor does the Toolkit constitute legal advice by Attorneys.
- 2. TOOLKIT.** The Toolkit will be furnished in the form of downloadable Microsoft Word or Adobe formatted documents. The Toolkit does not constitute legal advice. For legal advice on PPP Loan matters, the Purchaser may use the Attorney Time included in the purchase of the Toolkit, subject to the prerequisites of Paragraph 3, or seek guidance from other legal counsel.
- 3. ATTORNEY TIME.** The fee paid for the PPP Loan Product includes two hours of professional services which shall remain available for use, subject to the terms of this paragraph, for sixty (60) days from the date of purchase. To use the Attorney Time, the purchaser must complete the online form to request professional services of Attorneys. Attorneys shall complete its regular client intake processes, including a conflicts check. If Attorneys accept representation of Purchaser as a client, (hereinafter “Client”), Attorney Time shall be provided in accordance with the terms and conditions set forth in Paragraph 4. If Attorneys cannot accept representation of Purchaser as a Client, Purchaser shall be entitled to retain the Toolkit and to receive a refund of one half of the purchase price for the PPP Loan Product.
- 4. PRICE AND FEES.** Purchaser agrees to pay a flat fee of Two Thousand Five Hundred Dollars (\$2,500.00) for the PPP Loan Product. If Purchaser becomes a Client for purposes of legal advice as described in Paragraph 3, two hours of Attorney Time will be provided at no additional charge, so long as the time is utilized within sixty (60) days of purchase. If Client requests Attorney Time beyond the two hours included in the PPP Loan Product, Client will be notified that the Attorney Time included in the PPP Loan Product has been exhausted

and Client will incur additional charges for Attorneys' professional services at an hourly billing rate of \$450.00 per hour.

5. **ADVANCES.** In the event Attorney Time beyond the two hours is requested by Client, Attorneys reserve the right to require one or more advances for estimated fees. In the event any advance paid by Client is depleted, Client shall promptly replenish the advance at the request of Attorneys. If there is any unexpended portion of any advance, it shall be refunded at the conclusion of the matter.

6. **BILLING, PAYMENT AND INTEREST.** The flat fee for the PPP Loan Product shall be paid upon purchase. Attorneys will bill for time expended on Client's matter beyond the two hours included in the PPP Loan Product flat fee. Attorneys shall render a monthly invoice showing the hourly time expended on Client's matter. Invoices setting forth outstanding amounts after crediting such fees against Client's payments or advances (if any) shall be due and owing immediately upon receipt. Client shall pay outstanding amounts set forth on the invoice within thirty (30) days of the invoice date. Interest shall accrue on any unpaid amount at the rate of one percent (1%) per month beginning sixty (60) days after the invoice date. All payments made shall be applied first to accrued interest, if any, then to the oldest unpaid invoice (or any portion thereof), and then to later invoices until Client's account is current. Client understands that the imposition of interest for late payment shall not be construed as tacit acknowledgment that late payment is acceptable.

7. **FEE DISPUTES.** Client must notify Attorneys in writing of objections, if any, to an invoice within thirty (30) days of receipt of the bill or the invoice will be deemed proper and accepted by Client. Amounts in dispute shall not accrue interest. It is further agreed that, in the event the Attorneys' invoices are not paid, Client will be responsible for all legal fees reasonably expended to collect amounts owed to Attorneys.

8. **NO REPRESENTATIONS OR GUARANTEES.** Except for the fee charged for the PPP Loan Product, Attorneys can make no accurate representations as to the time that will be required or the total fee that will be charged. Attorneys may express an opinion as to the total time the matter may involve or the total fee to be charged or the outcome of the matter, but it is clearly understood that any such expressions represent only their best estimate at the time. Any such opinions are

not intended to and will not operate as binding estimates, promises, or guarantees.

9. **ETHICAL CONSIDERATIONS.** Attorneys affirm that, if Attorneys accept Purchaser as a Client, to the best of Attorneys' knowledge, this representation will not, as of that time, result in a conflict of interest with any party or entity. Attorneys agree that, should any conflict or potential conflict of interest become known to Attorneys, Attorneys will promptly notify Client of the conflict or potential conflict, specifying the part of this representation that gives rise to the conflict or potential conflict, and will advise the Client whether Attorneys will or will not resign from the other representation.

10. **COPYRIGHT AND DISCLOSURE RESTRICTIONS.** The Toolkit is proprietary and Attorneys are the sole author of the work and owner of the copyright, exclusive of any materials from federal laws and regulations and any documents published by the federal government. Purchaser is permitted to duplicate, reproduce and/or distribute the Toolkit for use solely within Purchaser's organization. For the purpose of this provision, a membership organization shall not consider its members to be "within the organization." Purchaser agrees not to disclose or distribute the Toolkit to other parties without the written permission of the Attorneys. Purchaser agrees that any other use or disclosure is a violation of federal copyright law.

11. **WAIVER AND SEVERABILITY.** The parties agree that any failure by either party to insist upon strict performance of any provision of the Terms shall not constitute a waiver of any such breach or of such provision. If any provision of the Terms is held to be unenforceable or otherwise contrary to any applicable laws, regulations or rules of professional conduct, such provision shall have no effect and shall be severable without affecting the validity or enforceability of the remaining provisions of the Terms.

12. **TERMINATION.** If Purchaser becomes a Client, either party may terminate the representation at any time by written notice to the other, and Attorneys' representation shall cease upon receipt of such notice unless the notice states otherwise. Attorneys shall be entitled to payment in full for the fees associated with the time spent incurred up to and including the date written notice of termination is received or the effective date of termination, whichever is later. Client understands that if a reasonable arrangement for payment of any outstanding bill is not

made within sixty (60) days of the invoice's payment due date, Attorneys may, in their discretion, exercise the right to withdraw from representation of Client upon reasonable and proper notice, even though the matter may still be ongoing.