

## Terms of Engagement

Our legal profession practice requires that we provide a copy of our terms of engagement (the “Terms of Engagement”) that sets out the work that we are to perform, and the fees and outlays payable by you for that work in the context of the client engagement agreement we are to enter into with you (the “Agreement”).

You have a right to request a written report of the legal costs incurred by you to date, or since the last bill (if any), in the matter.

### **Your Obligations**

For us to provide our legal services effectively, you must provide us with full, accurate and timely instructions, including all necessary documents and information. You agree to take reasonable care to protect your own interests and to assess the commercial soundness of the matter and the integrity and financial condition of other parties who may be involved in the matter.

### **Work to be Performed**

This Agreement will replace any existing client agreement in respect of work that we are currently performing for you. It will also apply to any new work that you instruct us to perform after this Agreement applies. In respect of new work you will be sent an engagement letter that covers the new instructions in brief.

We are to perform the work relating to and necessarily incidental to the above work.

We will contact you before we perform any item of work or incur any expense/outlay that is not normally required for this type of work.

Unless you advise us to the contrary, all future work that you may ask us to perform will also be governed by our agreement.

### **Privacy Authority**

By entering into a client engagement agreement with us, you personally agree that we may to the extent permitted by law obtain a consumer credit report from a credit reporting agency to assess any credit application or to collect overdue payments.

### **Provision of Credit**

If we are to provide legal services to you, we agree to provide you with credit for the services provided by us to you on the basis that you will pay invoices forwarded to you within our trading terms set out in the Terms of Engagement. We reserve our right to withdraw the provision of credit provided at any time.

### **Billing Procedure**

Each month or upon completion of the work, we will send you an invoice for the fees and expenses/outlay incurred on your file. The invoice will include the period to which the invoice applies and a brief description of the work performed on your file, and the expenses/outlays incurred during that period.

The current ranges of hourly rates for our staff will be set out in the engagement letter which we will be sending you (the “Engagement Letter”).

From time to time, we may, at our discretion, change our rates. We will notify you in advance of any change to the ranges charged.

The invoice sent is payable by you upon presentation. HLF expects prompt payment, and in any case, payment within thirty (30) days as from the date of the invoice sent to you.

The expenses/outlays we do charge and which are in addition to our fees may include, without limitation, town agent fees, search fees, filing and lodgement fees, stamp duty, search and registration fees, travel and accommodation, external photocopying and internal photocopying, transcripts, banking charges, couriers, postage, overseas telephone calls and overseas facsimiles, messenger delivery, word processing, data processing, library services, use of computerized research facilities, document duplication overtime and temporary secretarial or paralegal services and other expenses of a similar nature.

We may --at our discretion-- charge interest charges for late payment (equal to an amount of 1% per month of the value of any invoiced amounts that remain unpaid for more than 30 days), administration handling fees for late payments and foreign currency exchange fees or bank fees and collection agency fees. If any penalty or interest is payable and you are the party liable to pay duty, it will be your obligation to make that payment and under no circumstances will we be expected to make payment of any duty, penalty or interest on your behalf.

### **Estimate of Fees and Expenses/Outlays**

As it is difficult to predict how a matter will progress, the actual fees and expenses/outlays may well be significantly different from our estimates. We are therefore not bound by our estimates unless we give a fixed quote. Any fixed quote will be subject to the terms on which it is given.

Expenses will be incurred without express notice to you if, in our opinion, they are necessary for the proper management of the file. Other expenses/outlays may also include fees charged by external resources such as barristers, experts, consultants and investigators. In performing the Services, HLF will be able to retain ad-hoc counsel from other select attorneys and legal advisors, whose fees will be included in HLF’s invoices, especially if it deems, at its sole discretion, that rendering the Services requires specific skills and experience in foreign law, specific business sectors or certain skills, such as, for example, technical, financial or accounting forensics, under HLF's direction.

### **Litigation Files**

If the work we provide includes litigation, then depending on the orders made by the court: (i) you may be able to recover a percentage of our fees and expense/outlays from your opponent; or (ii) you may have to pay a percentage of the fees and expenses/outlays that your opponent has paid to its lawyers.

An order by a court for the payment of costs in favour of you will not usually cover the whole of your Legal costs.

### **Trust Money**

We may ask you to deposit money into our trust account from time to time to cover our estimated fees and expenses/outlays. In particular, we may ask you to deposit money into our

trust account to cover the estimated costs of external resources such as barristers, experts, consultants and investigators prior to those costs or part of them being incurred.

By accepting our Engagement Letter and Terms of Engagement, you expressly authorise us to use any money held in our trust account for any of your files to pay any of our invoices addressed to you should we not receive a countermanding instruction from you within 7 days of the date of the invoice.

### **Qualified and Management of Advice**

From time to time, our advice may be qualified or conditional upon information not yet available or future events.

Should you act on advice that is specified as qualified or conditional, then we will not be liable if further information or future events subsequently make our advice incorrect.

### **Changes to the Client Agreement**

Once we have reached an agreement with you for us to provide legal services, any change to our agreement may be accepted in the same way as this offer can be accepted.

You may, at any time and for any reason, terminate your agreement with us by notifying us in writing. Similarly, we may terminate this agreement at any time.

It will be an act of default under the terms of our agreement and thus we may terminate our agreement with you if you:

- breach any provision of our agreement;
- require us to act unlawfully or unethically;
- fail to give us adequate instructions;
- fail to co-operate or follow our advice on a material matter;
- fail to pay our invoices within the time set out in this agreement;
- fail to, upon our request, deposit money into our trust account; or
- indicate that you have lost confidence in us.

If we elect to terminate our Agreement, you will take all steps necessary to release HLF from any obligation to perform further services, including the execution of any documents necessary to complete and confirm HLF's cessation of provision of the Services.

The provisions of the Agreement which are of a continuing effect shall survive any termination (or cessation) of our obligation to provide the Services.

### **Feedback**

We welcome feedback. Should you wish to provide feedback of a positive nature or highlight any areas of concern, the preferred approach is to first contact your client relationship lawyer as nominated in the Engagement Letter. Feedback of any nature is taken seriously and we aim to acknowledge and resolve as soon as practically possible.

### **Non-Exercise or Delay not to Operate as a Waiver**

If we do not exercise or delay in exercising a right of ours that has accrued under the terms of the Engagement Letter and Terms of Engagement document, our non-exercise of that right or delay will not operate as a waiver of that right.

### **Jurisdiction**

Actions, suits or proceedings relating in any way to the Engagement Letter and/or the Terms of Engagement, must be instituted, heard and determined in a court of competent jurisdiction as selected by HLF and each party irrevocably submit to the exclusive jurisdiction of such courts as selected by us for the purpose of any such action, suit or proceeding.

The terms of the Agreement shall be governed by, and construed in accordance with, the laws of Lebanon.

If the validity or enforceability of any provision of the Agreement is in any way limited by any applicable law or regulation, such provision shall be valid and enforceable to the fullest extent permitted by such law or regulation. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision contained herein.

### **Destruction of Documents**

Upon the completion of a matter we have undertaken on your behalf, we will place our files with respect to the matter in archives for a period of 2 years.

After 2 years we reserve the right to destroy the documents we hold on your behalf in archives.

© Copyright Hamdan Law Firm 2015