

JKS Policy: Privacy, Billing, Record Retention

Privacy and Confidentiality. As your attorneys, the firm owes you a duty to keep all private information confidential from other parties. The “attorney-client privilege” prevents Jones, Kuriloff & Sargent, LLC (also referred to as JKS) or any employee or agent of the firm from disclosing any information about you to anyone without permission - even other members of your family.

Electronic Communications. If you provide us with an email address, we take this as permission to communicate with you by email, send documents for review by email, and ask for electronic signatures via DocuSign to expedite transactions and reduce paper usage. DocuSign is lawful and admissible in court. We can communicate legal advice and other sensitive information by encrypted emails using Virtru, or by USPS or private delivery service.

Fees and Costs. Legal fees and reimbursable costs (see below) are generally billed after the end of each month. Deposits, if applicable, are exhausted first. We reserve the right to stop working on your matter if any bill is not paid within 30 days.

Our firm does not generally charge clients for the expenses of ordinary postage, local or long distance telephone calls or faxes to the U.S. and Canada, copies made in our office. All of these “internal costs” are built into the hourly fees. The cost of mileage may be charged, at the applicable Federal mileage reimbursement rate, depending on the circumstances. You will be required to reimburse the law firm for any out of pocket disbursements made on your behalf, such as UPS, Federal Express or other private delivery services, copies made by an outside contractor, recording or filing fees and fees for copies of documents purchased from the Register of Deeds, Register of Probate or Secretary of State, excess postage (over \$1 per item) and similar “out-of-pocket” expenses. In the event an appraisal of real estate or other property is necessary, you will be responsible for the cost.

If a set or estimated fee was provided to you, it includes only legal work described in the letter to which this Addendum is attached. If you ask our firm to do any legal

work not specifically described in the engagement letter, whether that involves research, services or advice about other matters, or drafting additional documents (or making future changes to documents prepared for you as part of this engagement), we can charge for the time it takes to complete the additional work. No such additional work is included in any estimate of time or fees noted in the Engagement Letter to which this Addendum is attached.

Retention and Destruction of Files. At the conclusion of this engagement we will return all original documents to you, unless we agree to hold them in safekeeping at your request. Our firm will keep copies of the documents for at least eight years. Our current practice is to maintain scanned copies of all legal documents and other significant components of the file in Adobe PDF format. We often have printed copies as well; however, we may, as permitted by Maine law, discard the paper copies at any time, so long as we maintain the scanned copies for eight years from the conclusion of the engagement. Our policy of discarding or destroying documents in your file does not apply to any original documents, such as signed original business or estate planning documents you have left for safekeeping with the firm.

rev. 12/8/2021