

TERMS ADDENDUM

The following information, notices and additional terms are attached and incorporated into the Agreement.

1. Governing Law/Venue:

This Agreement, along with the rights, duties, and obligations of Client and of Firm, shall be construed under and in accordance with the laws of the State of Texas. Any suit between Client and Firm regarding anything covered by this Agreement and not addressed in the section on Dispute Resolution will be filed in a court of competent jurisdiction in Harris County, Texas.

2. Other Matters:

The Firm only represents Client with respect to the specific claim(s) described herein. It is further understood that representation for any other matters, except those incidental and necessarily related to the covered matters, shall not be performed by Firm, and that Client does not expect Firm to represent Client for anything else without a separate written Authority to Represent specifically covering those matters. The Firm does not and will not provide any tax advice or services related to tax matters.

3. Assignment:

Client hereby conveys and assigns to Firm and agrees to pay Firm an undivided interest in and to all of Client's claims and causes of action covered herein. Client affirms that with respect to the covered matters, no interest has been assigned to any other individual or attorney.

4. Client's Responsibilities:

Client agrees to fully cooperate with and assist Firm and to provide all information and/or documentation known to Client or available to Client, which would aid Firm in representing Client. To the extent it is necessary for Client to attend meetings in connection with this matter, Firm will attempt to schedule them so that Client's convenience can be served.

5. Client Documents:

The Firm will maintain documents furnished by the Client in our client files for this matter in digital format. At any time during the Representation you may advise the Firm as to which, if any, of the documents in our files you wish to have turned over to you at the conclusion of the Representation. The Firm will retain its file copy for a certain time period, after which time they ultimately may be destroyed.

6. Withdrawal or Termination of Service:

While not anticipated, Firm reserves the right to withdraw from representation at any time for any reason including, but not limited to, (i) a determination that a conflict of interest has arisen; (ii) if Client insist that the Firm engage in conduct contrary to the best judgment or advice of the firm or which violates our Texas ethical code; (iii) in the event that the Firm concludes that litigation is no longer appropriate or viable, or (iv) if Client fails to meet Client's obligations under this Agreement. Client specifically agrees to this and, by execution hereof, authorizes Firm to represent to any court, the fact of Client's acquiescence in Firm's withdrawal. Additionally, in this regard, Client agrees to execute any and all documents required evidencing Client's consent to Firm's withdrawal as Client's counsel.

Client may terminate the representation by Firm upon written notice to Firm. If Client retains other counsel to represent Client's legal interests in these matters, Firm retains an interest in the matter(s) and is entitled to reimbursement for costs and expenses as well as a pro-rata portion of the attorney fees.

7. Dispute Resolution:

Any disputes arising under this Agreement or any claims Client may wish to assert against Firm or its attorneys or staff, whether contractual or tortious in nature, including claims of malpractice (negligence), must be addressed in writing and Client must provide a reasonable cure demand with thirty (30) days to cure. If Firm fails to meet Client's reasonable cure demand within thirty (30) days, the dispute will be referred to a mutually agreed upon mediator for mediation and then, if the mediation is not successful, exclusively by submission to arbitration pursuant to the rules of the American Arbitration Association. Client agrees that the arbitrator's decision (not a judge and/or jury) shall be binding, conclusive and NON-APPEALABLE. Client agrees that it will forfeit its ability to seek further damages or compensation if Client fails to provide Firm with a reasonable cure demand.

8. State Bar Notice:

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 800-932-1900 toll-free for more information.