

MED/ARB ENGAGEMENT LETTER

THIS AGREEMENT made this _____ day of _____, 20_____, by _____ ("Claimant") and _____ ("Respondent"), hereinafter collectively referred to as "Client" and _____ Esq. (_____) of the law firm of _____, whose address is _____, Michigan _____, hereinafter referred to as the "Firm".

1. Scope of Engagement. Client is desirous of employing _____ (Provider) to act as their private mediator/arbitrator arising out of disputes between _____ and _____ as reflected in Case No. _____ and the Client's Arbitration Agreement or Order to Arbitrate and Mediation Agreement, executed copies of which are attached hereto and made a part hereof.

2. Additional Matters. In the event that this Firm is retained for additional matters, whether related to or separate from the matters currently being undertaken by the Firm as set forth in Section 1, a separate engagement letter will be prepared.

3. Required Documents. It is anticipated that hearings/sessions with Client and Client's counsel ("Counsel") may be required during which Provider obtains the information necessary in order for him to perform the services covered by this engagement. It will be necessary for the Client to timely provide to _____ copies of documents and briefs dealing with the issues (some of which have already been provided), and such other items as specifically identified by _____ from time to time.

4. The Team. Provider is the Client contact on this matter. Provider's administrative assistant is _____ and you may feel free to call him/her if Provider is unavailable and she may be contacting you from time to time to schedule conference calls, hearings and/or to obtain information and so forth.

5. Fee Arrangement. This engagement is being billed on an hourly basis with Provider's billing at the rate of \$_____ per hour. Provider estimates the fee in this engagement to be between \$ _____ and \$ _____.

Interim billings shall be submitted to the Client on a monthly basis. All interim billings shall be due and payable within ten (10) days of the statement unless other arrangements have been made. Provider reserves the right to suspend any engagement and/or cease performing services if payment has not been received within one month of the initial billing, and, Client hereby consents to the suspension/cessation under these circumstances. Where no arrangements have been made for extended or deferred payment, overdue accounts may be scheduled for collection through legal action.

6. Retainer. The Firm hereby acknowledges receipt of _____ and 00/100 (\$_____.00) Dollars as an initial retainer in this matter and, in consideration of the payment thereof agrees to provide the services in connection therewith. The retainer paid will be placed in the Firm's IOLTA client trust account to be applied against fees

charged for actual services performed for the Client and for costs and expenses incurred as and when they are billed. Prior to the commencement of the arbitration hearings in the above-referenced matter (if any), all prior balances owed by Client to Firm must be paid in full, and, within ten (10) days of any scheduled hearing date, Client shall advance to Firm a sufficient sum to establish a retainer balance commensurate with the Firm's estimate of the legal fees and expenses to be incurred in the hearings, study time for the hearings, and decision making but in no event less than _____ and 00/100 (\$_____.00) Dollars.

In the event that, upon either the completion of the within matter or the termination of Firm's representation of the Client, the total cost of the services performed, based upon the charges of the Firm, shall be less than the amount of any retainer paid by the Client, said unused portion of the retainer shall be returned to Client.

7. Disbursements. The Client agrees to assume and pay all out-of-pocket disbursements incurred in connection with this matter. These shall include but not be limited to, telephone fees, long distance telephone charges, on-line computer legal research charges, messenger fees, expediting fees, and other incidental expenses.

8. Late Payment. In the event Client fails to make the required payment to the Firm within thirty (30) days of the statement date, a FINANCE CHARGE, as interest, will be added to your balance and computed by applying the monthly periodic rate of .058% to the "Amount Due" as shown on the prior month's statement. The "Amount Due" is the unpaid balance of Client's account at the close of business at the end of the monthly billing cycle shown on the statement excluding unpaid FINANCE CHARGES previously assessed, after giving effect to payments and credits applied that month to reduce such indebtedness. The above-referenced monthly periodic rate will result in an ANNUAL PERCENTAGE RATE of seven (7%) percent per annum.

9. Conflicts of Interest and Authority. The Client and Counsel have requested Provider act in both the capacity of mediator and arbitrator. During the mediation portion of this engagement, Provider may conduct private sessions/caucuses with one party and exclude the other and receive confidential information and/or information which may not be admissible or relevant in the arbitration. The parties hereby acknowledge that this may occur, and if it did, same would not be used to disqualify Provider from acting as arbitrator nor be grounds for vacatur or challenge to confirmation of any arbitration award. Any and all conflicts created by Provider's dual capacity as arbitrator and mediator are hereby waived. The Client and Counsel acknowledge that the Provider has described the process and its benefits as well as criticisms and that they understand and knowingly consent to the process. Provider shall have complete authority over the mediation and arbitration subject to the Arbitration Agreement of the parties as well as the Michigan Uniform Arbitration Act, Public Act 371, 2012 and MCR 2.411. Provider shall have the same limited immunity as judges and court employees would have under federal or state law as he is not a necessary party in any judicial or arbitration proceeding relative to the mediation/arbitration contemplated by this engagement.

10. Notices. Any notice required under this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person to the party for whom it is intended, or

if delivered at or sent by registered or certified mail to the business address of the person for whom it is intended, as specified in this Agreement.

11. Applicable Law. The laws of the State of Michigan shall govern the construction and interpretation of this Agreement.

12. Records Destruction. You agree that we may destroy our file(s) without any further notice to you after ten (10) years from the termination of our service, or ten (10) years after a final unappealable order or judgment of the appropriate court is entered in the matter pertaining to the file, whichever first shall occur.

13. Disputes. In the event of a dispute between Firm and the Client which arises directly or indirectly out of this Agreement, its terms, enforcement, conditions, the billings, interest charges, services rendered, and/or payments, same shall be resolved by binding arbitration conducted in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator who shall be an attorney duly admitted to practice law in the State of Michigan with fifteen (15) years or more as a licensed practicing attorney in the State of Michigan. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction in accordance with the laws of the State of Michigan. The cost of the arbitration including reasonable attorney fees shall be awarded by the arbitrator to the prevailing party.

14. Bank Failure. Recently bank failures have become a concern, and while the Firm will attempt to take precautions with any funds it holds on your behalf, this is not an area of the Firm's expertise. The Firm requires a disclaimer for loss of trust funds due to a bank failure, which is attached along with information regarding national deposit insurance programs.

15. Privacy Policy. The Firm knows that the privacy of the personal information that we receive about you is important to you. We understand that you trust us to protect the confidentiality and security of that information. The information that we collect about you is used only to provide the legal and related services that you request from us. Although there is a new federal law designed to protect the privacy of nonpublic personal information about consumers, as attorneys, we have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law.

This notice informs you of our privacy policy and describes how we treat the information that we receive about you.

Information We May Collect About You

We collect nonpublic personal information about you only in connection with providing you with the services that you request. The types of nonpublic personal information that we collect vary according to the services that we perform for you, and may include:

- Information that we receive from you (such as your name, address, income, assets, social security information, and other financial or household information);
- Information about your relationship and past history with us and others (such as the types of legal services we provide to you, your invoice balances and payment history); and
- Information that we receive with your authorization from third parties such as accountants, financial advisors, insurance agents, banking institutions and others.

How We Handle Your Information

We do not disclose any public or nonpublic personal information about you that you have provided to us to anyone outside of our firm, except as authorized by you or required by law. For example, with your consent, we may disclose personal information to a third-party contractor, such as an appraiser or accountant, who is assisting us in providing services to you. In addition, we will release information to the extent required by law or regulation. We do not sell client information to anyone or disclose client information to marketing companies.

How We Protect Your Information

We restrict access to public and nonpublic personal information about you that you have provided to us to those attorneys and staff members in our firm who need to know the information to provide services to you. All of our attorneys and employees are required to maintain the confidentiality of all nonpublic personal information about you. We maintain physical electronic, and procedural safeguards that comply with both federal law and our more stringent professional standards to protect the public and nonpublic personal information that you have provided to us.

Questions

If you have any questions or would like additional information about our privacy policy, please call us at (_____) _____-_____.

SEE SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Firm and the Client have executed this Agreement at Bingham Farms, Michigan the day and year first above written.

"Counsel":

"Client":

Counsel for Claimant

Claimant

By: _____

By: _____

Its: _____

Its: _____

Counsel for Respondent

Respondent

By: _____

By: _____

Its: _____

Its: _____

"Firm":

By: _____

Its: _____
