



CLARK-ESPOSITO

LAW FIRM, P.C.

EXTERNAL POLICIES

2024

We are a New York and Connecticut based regulatory compliance law firm, taking on government battles so that our clients can focus on what matters the most. Protecting the company, maintaining business continuity, and preserving the reputation of our clients are key benefits to working with us.

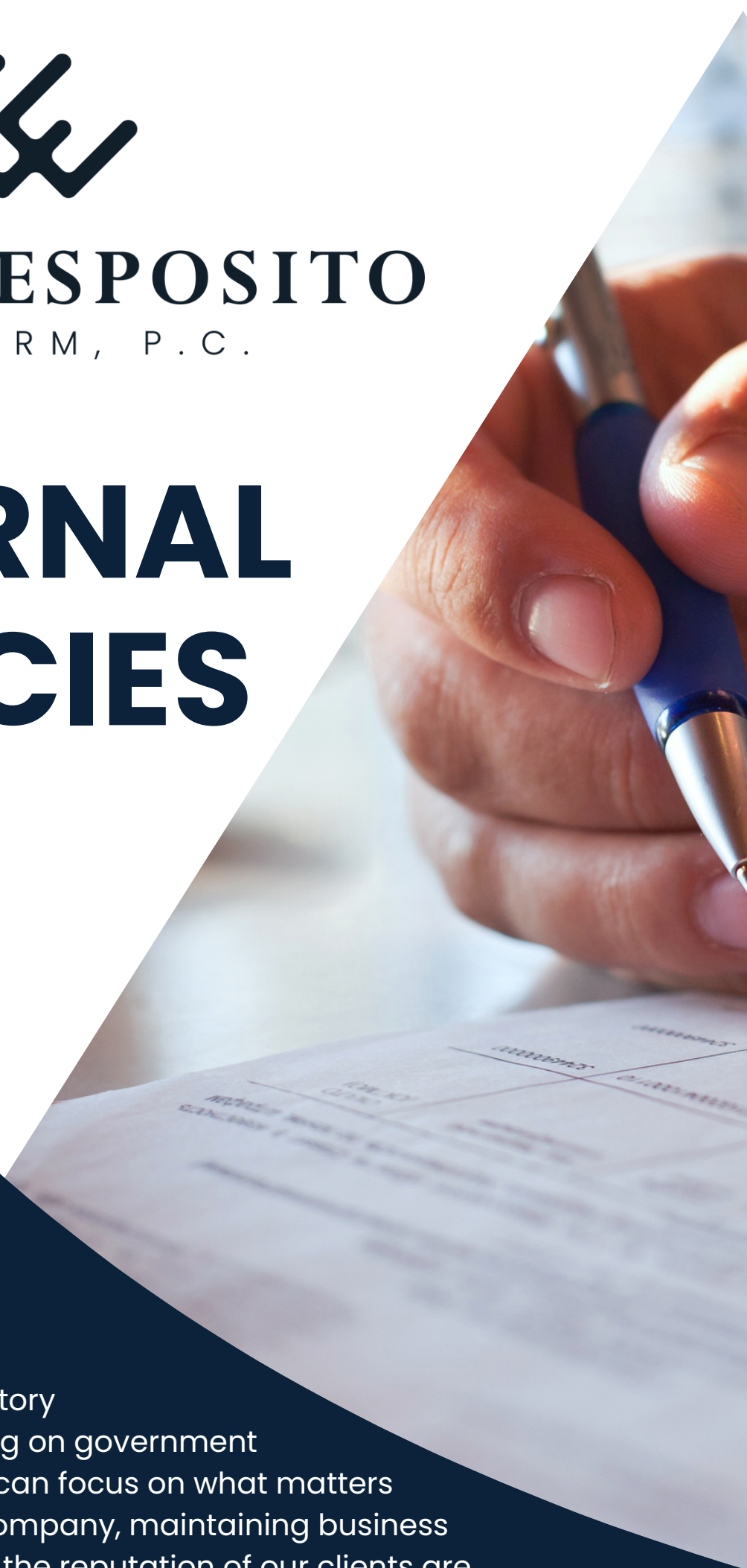


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Mutual Respect and Civility Policy

Clients and prospective clients of Clark-Esposito Law Firm, P.C. will always be treated with respect and courtesy by any worker affiliated with our firm, be it an intern or the Managing Attorney. In return, we expect to be treated with the same amount of consideration. We require that clients and prospective clients maintain decorum during all meetings and phone calls, including not yelling at the staff. Where such communications are discovered to have occurred, we reserve the right to terminate the attorney-client relationship or to decline representation of a prospective client.

The Attorney-Client Relationship, Privilege, Confidentiality

The attorney-client relationship is one where a client shares information with the attorney and those statements and disclosures are held in confidence by the attorney.

The attorney-client privilege provides a shield against the disclosure of these communications with limited exception to third parties. The privilege only remains intact however, where such discussions are had between the attorney and client and not in front of others. Where such communications – including emails – are shared with those other than the attorney, the attorney-client privilege is broken and ceases to exist. For this reason, we ask clients to be very careful to ensure that all meetings, telephone and video conferences and emails are only had between the client and those within a company who have a need-to-know basis. Doors should be closed when engaging in discussions and emails between us should only include those copied on it who absolutely need to be on it. They should not be forwarded to others or they (the communications) lose the benefit of the attorney-client privilege.

Non-Retention of Prospective Clients or New Matters of Existing Clients

The Clark-Esposito Law Firm, P.C. retains the right to not retain any prospective client, or re-retain an existing client, for any reason we deem appropriate.

Expectation of Honesty – Clients

Honesty is a requisite to develop the appropriate level of trust for a strong attorney-client relationship. Our firm will be completely honest with clients about every detail of their cases and we expect our clients to be equally honest and forthcoming with us.

Clients must inform our law firm of all details relating to the matter in which we are representing them. This includes all actions taken, either by client or by previous counsel, and any negotiations with an opposing party. By fully disclosing this information, we can fully evaluate the legal issues you may be facing and best tailor our actions to the situation – this helps ensure better outcomes.

When situations change, we need to be informed of the updated information as soon as possible –i.e. by the end of the next business day, or sooner if we are actively working on a client's case.

Clients must be honest in order for our firm to represent them. If it is discovered that a client has lied, it may lead to the termination of the attorney-client relationship.

Open and Honest Communications With and From Client

No two (2) client scenarios are the same at our firm. For this reason, the specific facts of every individual case shape the solution chosen and the angle elected to proceed with to best protect our clients

Where a client withholds information, or attempts to limit contact with our office for any reason, it puts into jeopardy our ability to efficiently and effectively represent you. Last minute updates regarding information which is critical to the argument being put forth for you leaves us without enough time to best position you to the government. For this reason, clients must be forthcoming about material facts, be they regarding actual events that have happened – or not yet happened, those which are time-sensitive or those which change a fact-pattern all together.

Take the example, where you have retained our firm to assist with an import matter which requires that a Petition is filed to request a reduction in penalties. As a pre-requisite to said reduction in penalties, the



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shipment must be exported, and you will be responsible for coordinating the export. It must be communicated with our office well in advance (7+ days, preferably) that the shipment has actually been exported (or not), rather than either never stating this, or waiting until less than 7 days before the Petition's due date to submit the penalty cancellation petition. Leaving such little time reduces our ability to protect you, whether by requesting an extension of time or actually filing the cancellation petition itself.

Where our emails are ignored, and/or a client is not affirmatively participating in communications with our firm so that we can best protect you, you are leaving us in a position to ineffectively represent you. These are grounds for us to withdraw as counsel.

Expectation of Honesty – Referral Sources

Honesty is a requisite to develop the appropriate level of trust for a strong mutual referral relationship. Under the attorney rules of professional conduct, our firm may not receive nor give a commission for a referral. We must also always deal directly with a client, as the attorney-client privilege does not extend to third parties. Therefore, serving as a "middleman" to liaise between a prospective client and our firm will not be permitted.

Being a Client of Our Firm

Once our law firm is engaged to represent you or your firm – we open up a "matter" for the case(s) we are handling for you. Once the matter has been concluded and the case closed, you still remain a client of the firm with the benefit of the attorney-client relationship remaining intact. We invite and encourage you to reach out to us at any time, including after all matters have been closed, with any questions or concerns, whether for yourself, your company, or another third party you know of who has a problem they need help with, or a business opportunity they are considering.

Access to Attorneys Policy

Clients of our firm may always make an appointment to meet with their attorney in person or to speak with them on the phone. Clients may call at any time during business hours (9 am – 5:30 pm, Mon. through

Fri.) or by appointment after hours if business hours are inconvenient.

Our firm recognizes the importance of an open attorney-client relationship, and we believe that clients should have complete access to their attorney by telephone or email, with the understanding that access does not mean receiving an immediate response to an inquiry, but one within a reasonable timeframe.

Appointments

Clients are entitled to make reasonable requests for information from our firm regarding their case. In order to ensure that important non-emergency questions and concerns get the attention they deserve, we offer three (3) kinds of appointments: In Office, by Telephone, and Video Conference (using Zoom typically).

Our firm's Client Success and Office Coordinator, and occasionally other staff, keep the office calendar and make appointments. When scheduling an appointment with Deanna, clients will be offered proposed meeting times and should review them within 24 hours. All proposed meeting times will be held for 24 hours, if not accepted in 24 hours, the date/time will be released.

Clients calling with non-emergency questions/issues to discuss are asked to provide a detailed description when scheduling their appointment. This way we can best prepare for the appointment.

Clients should identify themselves, as well as the reason for their call when they contact the office and provide their contact information. While the firm may already have your information, when the attorney is in transit, having the best number to reach you at will enable a more efficient call or email back to you.

If it is a routine question that does not require legal advice, the Client Success and Office Coordinator or other non-attorney staff will help. Examples of "routine" questions include court questions, help with forms, etc.

If an attorney has previously given a client the information necessary to answer the question, the client should ask their assigned staff member to send another copy of the desired information.



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If a client calls with regards to an emergency (for our definition of "emergency," please reference the Emergency Policy on page 6), our firm will take every step possible to reach Deanna, including calling her cell phone and home telephone numbers. Because of the nature of our work, these private telephone numbers cannot be disclosed, but will be called on behalf of the client.

Please do not ask the staff for legal advice. They are not attorneys licensed to practice law and cannot give legal advice.

Telephone Message/Returning Calls

Our general policy is that if a client leaves a message before 3 PM and the desired staff person is in the office, he or she will return the call before the end of the day. If a message is left after 3 PM, or the intended recipient is not in the office, he or she will make every effort to return the call later that day, and if he or she is unable to do so, will return the call on the next business day.

Emails

Typically, email is the primary mode of communication with our firm. It is acceptable to email our staff at any time. Emails received during normal business hours (9 am – 5:30 pm) and on a business day will be responded to within 24 hours. Emails received outside of those parameters will be responded to the next business day.

We are aware that emails from our law firm may get routed to your Spam or Junk folder. For this reason, we ask that you periodically check those folders for any communications from us and add the email address of any attorney and/or staff member with whom you may be in correspondence.

Our Handling of, and Charges for, Forwarded Emails and Email Attachments

The following process all clients are required to follow when forwarding emails, or submitting documents via email, to anyone at the firm.

Forwarded Emails and Their Corresponding Attachments

There are times where clients intend to forward emails received by client from others, to our firm. In our experience, too often, those forwarded emails contain attachments which we are unable to open. To ensure our receipt of full communications from client-forwarded emails, we are instituting the following policy and procedure effective January 1, 2024. This will serve the purpose of both allowing us to obtain the full set of correspondence that you, the client, intend for us to receive. It will also reduce the amount of time staff will need to organize such materials and thereby reduce the charges incurred by you, regarding the same.

In cases where multiple email communications exist with attachments that will be provided to the firm, clients are required to compile each relevant email communication and their respective attachments into a single PDF document. That is, there should be a separate PDF for each email and its corresponding attachments. Clients should follow the following steps to ensure compliance:

1. Select and gather all relevant email communications and their attachments individually.
2. Separately merge each email with its attachments into a single PDF file.
3. Name the PDF document with the date and a brief description of the subject matter.
4. Send the complied PDF document as an attachment in one (1) or more emails to the firm.

Forwarded Documents

The document submission process is similar to the email communications and attachments submission process above, in that any documents submitted should be sent over in separate PDFs with their pages chronologically ordered.

This new document submission process is crucial for enhancing efficiency. By consolidating emails and attachments into organized PDFs, we save valuable time that would otherwise be spent sorting through disorganized files. This increased efficiency not only



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allows for us to focus more on providing you legal services, but also contributes to cost savings for you, our clients.

Your cooperation in adopting this streamlined approach is greatly appreciated. Where this process is not followed, we may either notify you of your need to organize your files in accordance with the above, or proceed with organizing the materials you have provided us with. Doing so, will result in fees being incurred at our regular rates for work performed.

Communication of Changes in Address or Circumstances with the Office

Our firm needs to know of any changes of address and/or changes in circumstances relevant to the legal matter(s) for which service has been retained.

Changes in contact information or relevant circumstances may be advised via email or letter—telephone messages are sufficient if they are followed up in writing. Anything official or contractual must be written and mailed. All changes shall be communicated as soon as reasonably practical.

Clients should notify the firm of any updated contact information even after their matter is completed. This allows us to inform clients of changes in the law, send reminders, etc.

Time lost due to failure to keep the office informed of a change in circumstances will result in billable time charges.

Office Communication

Notifications and general day-to-day communication are on a client-preferred system. If the client prefers calls or emails, our firm will provide communication in the preferred method, which we will have on file. Unfortunately, due to the New York rules governing attorney-client communications, correspondence via text message or instant message is not permitted.

Emergency Policy

An emergency is a situation that cannot wait until normal business hours, and in most cases, a client with an emergency should first call 9-1-1 before calling our firm.

Our firm defines an emergency as something different than an urgent matter. While many situations are urgent, an emergency is an immediate threat to a client's life, liberty, or property. If the event is a true emergency, the client will suffer serious negative consequences and/or significant adverse effects on case outcomes if immediate counsel is not received.

Examples of an emergency situation for which our firm may be called include an unscheduled government visit at your premises by a government investigator, a seizure of an immediately needed life-saving medical device by U.S. Customs, vape pen explosions, arrests, deaths, and other types of adverse events.

Payment Policy and “Work Freezes”

Clients will receive an invoice typically twice a month for which services were rendered. Payment can be made by ACH/wire transfer, cash, or credit-card. Representation will commence upon the receipt of the full payment (or an agreed-upon initial installment) of the retainer, and the fully executed engagement letter.

Hourly matters require a retainer, and it is our policy not to perform any work on a client's matter(s) where all funds have been depleted from a client's retainer. Where we have continued to perform work beyond the retainer we will issue an invoice.

Payment is due upon receipt of an invoice and is expected within five (5) days of receipt. Where any outstanding amount is owed, this amount plus the replenishment of the retainer will be required before any additional work be done. This is known as a “Work Freeze,” and we may notify you that further work on your matter may not proceed pending payment.

A client's refusal to pay may lead to a termination of the attorney-client relationship.



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Retainers, Trust Accounts, and Invoices

The safeguarding of our clients' property, including money, is of the utmost importance to our law firm. Therefore, we are very careful to maintain unearned monies (the retainer) in the New York State Interest on Lawyer Trust Account (IOLTA) until such time that the money is earned (when an invoice is generated).

In the event that an invoice exceeds the Trust amount, the remaining balance (i.e. the balance after subtracting the Trust amount from the invoice amount) is the amount for which payment is required. Additionally, a Trust Request will be sent in order to replenish the Trust account in full.

In the event that the amount in the trust account exceeds the invoice, payment in full will be taken from the Trust account. A new Trust Request will be sent to replenish the Trust Account to its original amount.

All unearned fees will be kept in a trust and promptly refunded upon the completion of representation or client terminates representation before the matter is completed.

Hours above the retainer require a minimum replenishment of the original retainer amount in 10 hour increments or 25% of the estimated remaining hours, whichever is less.

Upon completion of service, any unearned money in the Trust Account will be promptly returned to the client. Any amounts returned to a client are subject to a \$125 processing fee.

Fees

The fees we charge for services rendered will be determined primarily on the basis of hourly rates. However, fees may be adjusted up or down in certain circumstances, such as the complexity of the issues presented, and the skill required to perform the legal services; the results obtained; the time constraints imposed by our client and other circumstances, such as an emergency closing, or substantial diversion of our resources from other office business; and the likelihood that the engagement will preclude other client use of our Firm. We keep records of the time we devote to a client's work.

Peer discussion and review are important elements of providing high quality services, and our time charges may reflect discussions between lawyers within our Firm concerning the matters on which we have been engaged. We are sometimes requested to estimate the amount of fees and charges likely to be incurred in connection with a particular matter. Whenever possible, we will furnish an estimate based upon our best professional judgment, but unless we expressly agree in writing, an estimate is not a maximum or fixed fee quotation. The Firm's hourly rates are generally reviewed and adjusted at least once annually, usually at the end of the calendar year. We reserve the right to modify our billing rates at any time during an engagement.

Other Charges

We also itemize and bill our clients for certain disbursements and other charges as applicable, such as messenger, courier, and express delivery charges; printing, duplicating, and binding charges; staff overtime; meals and carfare relating to overtime; filing and recordation fees; deposition and transcript charges; witness fees; travel expenses; computerized legal research and other database charges; and charges of outside experts and consultants, including accountants, appraisers, and other legal counsel. Because our ability to render legal services to you is often dependent upon the services of these suppliers, prompt payment of these invoices is particularly important. When we are asked to undertake matters that will involve significant out-of-pocket expenses, we will ask you to provide us, in advance, with funds to cover the anticipated expenses (or ask you to arrange for direct payment of the supplier's charges). You also agree to pay our fees and expenses incurred in responding to subpoenas or testifying about the matters in which we have represented or are representing you (including a review for privilege or other immunity from disclosure).

LawPay

Our firm's goal is to provide clients with a quick and easy method for payment via automated clearing house (ACH) and credit cards through the use of LawPay (www.lawpay.com). Payment by American Express is not permitted.



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Clients can call the firm to pay over the phone, or can choose to receive a link to a secure payment portal so they can pay themselves.

Once an electronic payment has been verified as received, the firm will promptly contact the client in order to schedule any relevant meetings.

New Matters

It is our firm's policy that each separate matter must have its own file and own retainer, even if the new matter is for an existing client.

The retainer amount will be held in a trust account by us to make payments as necessary on the scope of representation. Upon the termination of services, all money remaining in the trust account, if any, will be reimbursed to the client.

Delivery of Final Work Product

Client's account must be paid in full to date in advance of the delivery of the final work product, e.g. legal memorandum, policies and procedures, etc., or submission of filings to a government agency, or to court on a matter. Our firm will withhold this product and/or service until confirmation of payment.

Cancellation Policy

We ask that clients arrive promptly for appointments. If a client must cancel an appointment, the client should call the firm as soon as possible. If an appointment is cancelled less than 24 hours before its intended time, the client will be subject to a cancellation fee of \$350 USD.

Scope of Services Policy

The scope of services rendered will be restricted to what is determined by the attorney-client agreement as set forth in the engagement letter. Any new issues that arise will require an addendum or an entirely new agreement. All engagement letters clearly specify the scope of the work and the fee, so that there are no surprises for either the client or attorney.

Engagement Letters

Letters of Engagement are required by law. No work can be done for a client prior to the receipt of a signed Engagement Letter that outlines the terms of the attorney-client agreement as well as the nature of the legal representation.

Statements of Opinion

We are sometimes asked by a client to express our verbal or written view or opinion as to the possible or likely outcome of the matter on which we are working. The Firm's view or opinion may be stated only by a lawyer who is retained by the Firm. Statements of view or opinion are not assurances or guarantees and are limited by many factors, including our understanding of the facts, the complexity of the legal issues, and the uncertainty of the state of the law at the time they are expressed.

The Services; Conflicts Waiver

In addition to our partners, counsel and associates, we employ assistants who are not lawyers but possess training, experience, and skills that enable them to assist our lawyers in discharging their responsibilities. These staff members may include Legal Research Analysts, Law Clerks, International Trade Specialists, Legal Interns, Paralegals, Legal Assistants, Research Librarians, Investigators and other technical (non-legal) specialists. In addition, it is possible that an attorney involved in your matters may be in the process of applying for admission to the New York Bar. This is often the case with recent law school graduates and occasionally may be true of more senior attorneys admitted in other jurisdictions who have recently joined the Firm.

Protection of Electronic Communications

During the course of our engagement, we may exchange data and communicate electronically. We take steps to safeguard such electronic information, however, as you know, there are always risks associated with electronic information, such as unauthorized access to or inadvertent disclosure of, and the transmission of malicious code with, such



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information. Please inform us immediately if you believe there has been such unauthorized access or inadvertent disclosure, or that malicious code may have entered your system or ours via electronic information from our Firm to you or vice versa. Through cooperative efforts we can attempt to minimize any resulting disruption.

Emails and other electronic communications may, on occasion, be delayed or not delivered, including by firewalls, spam filters, systems failures or other causes. If you have an urgent matter and we do not respond to your communication promptly, please reach out to us in another manner, such as by telephone.

Electronic communications may also be subject to alteration while in transit. If there is any form of communication (such as email) that you do not wish us to use or if there is any particular form of communication that you prefer we use (such as encrypted email), please advise us promptly in writing so that we can work with you on mutually acceptable procedures. If no written agreement is reached, we will assume that you consent to our use of available forms of communication.

Privacy Notice

The purpose of this Privacy Notice (this "Notice") is to explain how Clark-Esposito Law Firm, P.C. ("we," "us" or "our") collects, uses, and discloses personal information we collect when individuals engage with us or use our services (the "Services") and the personal information we receive about individuals as a result of providing the Services to third parties. This Notice also explains your rights related to our processing of your personal information.

We may collect personal information in the course of our business, when you contact us or request information from us, when you engage our Services, or as a result of your relationship with our staff and clients. We may collect the following categories of personal information: (i) contact details including name, physical address, phone number, and e-mail address; (ii) payment information (including bank accounts and wire details), billing instructions, and other relevant financial information; (iii) areas or topics that are of interest to you; and (iv) information

that you provide to us as part of our provision of Services to you, which will differ depending on the nature of your engagement with us. We may collect personal data from different sources, including sources that are publicly available, such as the internet and social media sites, from third parties engaged by us to provide Services for us or our clients, from third parties with whom we partner to sponsor or co-sponsor events, and from counterparties, adversaries or their respective counsel or other agents.

We process your personal information as necessary to enable us to perform and deliver Services, including providing legal advice for which you have engaged us. We may use your information for marketing and promotional purposes, such as sending you alerts on topics you have identified as being of interest to you. You can unsubscribe from these marketing communications at any time by using the unsubscribe feature at the bottom of each marketing e-mail, if any, or by contacting us. We may also process your personal information as necessary to conduct our business, such as to perform conflict checks and to maintain accurate records. In addition, we will use your personal information as necessary to bill you for our Services, to collect payment, and/or to otherwise establish, defend or enforce our legal rights.

In all cases, we have a legitimate interest in using your personal information as necessary to provide you with Services, to comply with our professional and ethical duties as attorneys, to grow and develop our business, to enforce or defend our rights, and to otherwise comply with applicable law.

We may share your personal information with third parties to whom we outsource certain services, such as IT systems or software providers, confidential waste disposal providers, and document and information storage providers. We may also share your personal information with third parties as necessary in the fulfillment of our Services, such as opposing counsel, courts, arbitrators, court reporters, clerks, government regulators, or investigators. In certain instances, we may need to transfer personal information to countries that do not have similar protections in place regarding your personal information and its uses as set out in this Notice. In such instances, we will take reasonable steps so that your personal information is treated securely and in accordance with this Notice.



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If at any point, you believe the personal information we have about you is incorrect, you may request to see the information and to have it corrected. We retain your personal information for so long as we have a legal basis to do so. You may also request that your personal information be deleted. If you wish to object to or raise a complaint on how we have handled your personal information, or if you would like to have your personal information transferred, or if you have any other questions about our privacy practices, you may contact us. If you are not satisfied with our response or believe that our processing of your personal information is not in accordance with law, you may register a complaint with the authority in your jurisdiction. This Notice, as updated from time to time, covers all ongoing engagements between you and the Firm.

Social Media Policy

Clark-Esposito Law Firm, P.C. may maintain official firm social media accounts where general marketing and information sharing is conducted. While clients are welcome to follow or connect with such official social media accounts, Clark-Esposito Law Firm, P.C. is prohibited by New York rules governing attorney-client communications from communicating with clients via social media platforms (see External Policy "Other Communication").

It is the policy of Clark-Esposito Law Firm, P.C. that staff of the firm shall not connect with clients, vendors, referral sources or anyone else with whom the firm maintains a professional relationship, via any personal or other external social media accounts,

except for LinkedIn. This policy applies to all such social media accounts including, but not limited to, Facebook, Instagram, Snapchat, Whatsapp, Tumblr, and Twitter. Clark-Esposito Law Firm, P.C. permits such connections via LinkedIn, as it is primarily a professional networking site, however, staff and clients are reminded that communication pertaining to client matters is not permitted via LinkedIn.

Business Travel

Travel to a client's place of business, or any other location it directs us to, whether for meeting with the client or with third parties (such as government agencies), shall be done at the regular hourly rates of the staff member with travel costs (transportation, parking, tolls, meals, hotels, etc.) to be reimbursed by the client. For any travel over 2 hours, tickets of a class of Business or higher will be purchased. Discussion with the client regarding travel preferences may be brought up by the client for discussion with the firm at the time the decision is made that travel is necessary. These are the policies of the firm, and it is up to the client to raise any issues prior to any travel bookings being made.

During business travel (e.g., off-site meetings, conventions/trade shows), any business conducted between Clark-Esposito Law Firm, P.C. employee(s) and clients, vendors, referral sources or anyone else with whom the firm maintains a professional relationship, shall be conducted in common spaces only (such as meeting/conference rooms, lobby space or similar). No firm business, formal or informal, shall be conducted in private rooms.

THANK YOU

THESE POLICIES GOVERN YOUR RELATIONSHIP WITH OUR
FIRM AND ARE INCORPORATED BY REFERENCE INTO ALL
ENGAGEMENT LETTERS WITH CLIENTS.



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The Clark Esposito Law Firm Difference

- Transforming Complexity into Clarity.
- Unwavering Professionalism and Commitment.
- Systematic and Responsive Case Management.
- Expertise in Inter-Agency Case Handling.
- Strategic Approach and Creative Solutions.
- Client-Centric Approach: Serving Only When We Can Truly Assist.
- Understand The Needs and Challenges of a Small Business.



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