

# Attorney-Client Engagement and Fee Agreement

Who completes this form: Every client. The attorney fills in the scope and fee first.

Fields marked \* are required. You may type into this form before printing. Then print it, sign it by hand, scan it and upload it in the client portal at [toppaymaster.com/portal/forms](https://toppaymaster.com/portal/forms).

## Scope and fee (completed by the attorney)

Matter \* (attorney)

For example: Attorney paymaster services for the purchase of EN590 diesel, Agreement TPM-2026-014

Basis of the fee \* (attorney)

Fee terms \* (attorney)

Advance fee deposit, if any (attorney)

Leave blank if none

Hourly rate for work outside the scope \* (attorney)

Errors and omissions insurance \* (attorney)

## 1. Client

Client (full legal name of person or company) \*

Address \*

Email \*

Phone \*

## 2. Terms

This agreement is between the Client named above and Bahram Madaen, Esq., Law Office of Madaen, 316 Olive Ave. #914, Huntington Beach, CA 92648 (the "Attorney"). It is the written fee agreement required by Business and Professions Code section 6148.

1. Services. The Attorney will provide the following services: [Matter, as stated above]. This includes reviewing the Client's KYC and source of funds documents, preparing and reviewing the Paymaster Agreement and Payment Instructions, holding and paying out funds as those documents state, and communicating with the parties about payments. It does not include litigation, negotiating or drafting the underlying transaction contract, tax advice, securities or investment advice, verifying

goods or counterparties, or any other matter, unless the Client and the Attorney agree in writing.

2. Fees. The fee is charged on this basis: [Basis of the fee, as stated above]. Fee terms: [Fee terms, as stated above]. Work outside the scope above, if agreed, is charged at [Hourly rate for work outside the scope, as stated above] per hour in increments of one tenth of an hour.

3. Advance deposit. Advance fee deposit: [Advance fee deposit, if any, as stated above]. Any advance deposit is held in the Attorney's client trust account and is applied to fees only as they are earned. Any unearned amount is refunded when the services end.

4. Costs. The Client will pay bank wire fees, currency conversion charges, courier fees, filing fees and similar costs. These may be deducted from funds held as stated in the Paymaster Agreement.

5. Client's duties. The Client will tell the truth, provide complete and accurate information and documents, cooperate with identity and source of funds checks, keep the Attorney informed of changes, and pay the fees and costs in this agreement.

6. Attorney's duties. The Attorney will perform the services competently, keep the Client reasonably informed, safeguard funds held in trust, and account for all funds.

7. Who the Attorney represents. The Attorney represents only the Client. The other parties to the transaction, including depositors, sellers, buyers, brokers and payees, are not the Attorney's clients, and the Attorney does not give them legal advice. The Attorney's only duty to them is to handle funds as the signed Paymaster Agreement and Payment Instructions require and as the law requires.

8. Disclosure and consent about the paymaster role. Because the Attorney will hold funds in which other parties have an interest, and must follow signed Payment Instructions and the law about trust funds, the Attorney may not be able to take the Client's side in a dispute about those funds. In a dispute the Attorney may hold the funds or ask a court to decide who receives them, as the Paymaster Agreement explains. If the Attorney represents, or later agrees to represent, any other party in connection with this transaction, the Attorney will first obtain the Client's informed written consent as rule 1.7 of the California Rules of Professional Conduct requires.

9. Professional liability insurance. The Attorney [Errors and omissions insurance, as stated above] errors and omissions (professional liability) insurance coverage applicable to the services in this agreement. (California Rules of Professional Conduct, rule 1.4.2.)

10. Confidentiality. The Attorney will keep the Client's information confidential as the law requires, except as the Client authorizes, as needed to carry out the transaction, or as required by law or court order.

11. No guarantee. The Attorney has made no promise or guarantee about the outcome of the transaction or the performance of any party.

12. Ending the services. The Client may end the Attorney's services at any time by written notice. The Attorney may withdraw as the Rules of Professional Conduct allow. Services end when all funds have been paid out and a final accounting is provided. The Client's file will be kept for at least five years after the services end and then may be destroyed unless the Client asks for it in writing before then.

13. Fee disputes. If there is a dispute about fees, the Client may have the right to arbitration under the Mandatory Fee Arbitration Act, Business and Professions Code sections 6200 to 6206, through the State Bar or a local bar association.

14. General. California law governs this agreement. It takes effect when signed by both the Client and the Attorney and applies to any services already provided. Changes must be in writing and signed by both. A signed copy delivered by scan, PDF or other electronic means has the same effect as the original (Civil Code section 1633.7). The Client may download the fully signed copy from the client portal at any time.

☐ I have read this agreement, I have had the chance to ask questions and to consult another lawyer, and I agree to its terms.

☐ I give my informed written consent to the disclosure in paragraph 8.

## Signatures

Sign by hand after printing, or with your PDF reader's signing tool. By signing, you confirm that everything in this form is true and complete and you agree to its terms.

**Client (or authorized signer)**

\_\_\_\_\_  
Signature

Printed name

Title (if signing for a company)

Date

**Attorney: Bahram Madaen, Esq., Law Office of Madaen**

\_\_\_\_\_  
Signature

Printed name

Date