

The Schadick Law Firm, LLC

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September 27, 2022

Science & Design Inc

Glenn Sorrentino

RE: 501(c) Filing - Science & Design Inc

CONTRACT FOR LEGAL SERVICES

Please read this document carefully and be sure you understand it before signing. Work cannot begin on your project until I have received a signed copy.

Congratulations on the decision to apply for tax-exempt status from the Internal Revenue Service! This document is intended to outline the services I provide, and once signed, is a binding contract between your organization and The Schadick Law Firm, LLC.

CLIENT: My client shall be the organization seeking nonprofit status, and not any other individual person. The person signing this document represents they have authority to bind that organization.

FEES: I have agreed to provide the services described in this contract for a flat rate, which has previously been paid to Rocket Lawyer. This legal fee shall cover only my labor. I will consider my fee "earned" immediately and will charge Rocket Lawyer upon receipt of the executed Contract for Legal Services. You are responsible for any filing fees paid directly to the IRS, which are usually an additional \$275 or \$600 based on the version of the application we need to file for you. I also expect you to pay for incidental costs, such as buying duplicate copies of organizing documents from the Secretary of State if you have lost them, or filing amended documents if necessary. I will communicate with you regarding these fees in advance.

SCOPE OF SERVICES: I will provide the following services: • Up to 2.5 hours of consultation time to answer questions and assist with providing relevant information, including information and guidance regarding the Form 1023 application process, including links to relevant Rocket Lawyer documents and other forms; • One review of the final draft of your completed Form 1023 application. • Please note that it is your individual responsibility to submit the completed application, as well as to confirm and certify that your organizing documents comply with the proper provisions of IRS Code.

LIMITATION ON SERVICES: Please understand that while I will do my best, ethically I cannot guarantee any result. It is possible that the IRS will not grant your application. Appeals are not included in the scope of services. My ability to assist with the application may be limited if your organization has not drafted certain governing documents to meet IRS requirements. Because every organization is different, I can't include the custom drafting services which may be necessary within this fixed-fee contract. If necessary, many organizations find the template documents at RocketLawyer.com to be helpful in this regard and I will certainly try to identify those documents for you in order to keep your costs lower in terms of drafting documents. I anticipate that you will have already formed a state entity compatible with the IRS requirements, such as a non-profit corporation. If this is not the case, I can discuss the process and you can utilize a service like Rocket Lawyer in order to create that entity. Please note that state filings may bear their own filing fees.

COOPERATION: You are agreeing to cooperate and participate in this process and to truthfully and immediately notify the firm as to anything which could affect the matter. You understand the firm is relying on the facts as you provide them.

I will keep an accurate log of the time spent on this matter. If I am unable to submit your application due to lack of cooperation, including refusal or inability to advance fees or refusal or inability to provide necessary information or documents, I may terminate representation and retain a pro-rated portion of your deposit calculated at my usual rate of \$300 per hour (but which will not exceed your flat rate payment).

CONFIDENTIALITY WAIVERS:

At times I may find it necessary or cost-effective to confer with other attorneys, staff, or law clerks. You grant permission to do so, with the understanding that such consultation will be considered confidential, and will not increase any amount owed under this contract.

I UNDERSTAND AND PROVIDE MY INFORMED CONSENT:



Separately, Rocket Lawyer put you in touch with my firm. They have requested I report two pieces of data: 1) whether or not you hired us, and 2) if so, whether the IRS granted your application. It's up to you whether you want to allow us to release these two pieces of data. I will not disclose any other information. If you want to allow this, simply initial below.

I UNDERSTAND AND PROVIDE MY INFORMED CONSENT:



COMMUNICATIONS: You agree that I may communicate with you by email, SMS or telephone services, and other electronic media. I do not control these networks, and while I endeavor to preserve confidentiality, no electronic communication is perfectly secure. The firm will not be liable for any disclosure of

information caused by another without its knowledge. In communicating electronically, I may refrain from sending certain materials via physical mail, including this document, supplementary materials and termination letters. You acknowledge it is your responsibility to check your email for these materials. Permissions you grant via email will be binding as if you had signed them in My presence.

MISCELLANEOUS: I may retain your file in digital format only, and only for the minimum amount of time required by law (usually seven years). If any dispute arises between us, of any kind, it shall be resolved by arbitration in Cleveland, Ohio, in accordance with the rules of the American Arbitration Association. I am licensed only to practice in the State of Ohio and New York. I cannot warrant the validity of any work performed for you as it may relate to other states. If you need representation in another jurisdiction, I may seek to refer the matter to another attorney. If the above properly sets forth my agreement, please sign and return a copy of this letter within 14 days, I shall assume that you have obtained other counsel, mark this file "closed" and do nothing further. This document may be executed in counterparts and facsimile or electronic signatures shall carry the full force and effect of original signatures. If any of the above is not clear, or if you have any questions, please contact my office at 440-720-4943.

Attorney Signature:

Kevin Schadick

The Schadick Law Firm, LLC

The above is understood and agreed to.

Member Signature

09 / 27 / 2022



Hello TITLE

Non-Profit_Engage...927-1-1lkrhnp.pdf **FILE NAME**

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15:55:11 UTC (glenn.sorrentino@pm.me) from annette@schadicklaw.com

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