

3 required field(s)

remaining

Start

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**17. MEDIATION**

The Firm and the Client agree to attempt to settle all disputes between them through mediation before initiating any other dispute resolution procedure. Any Party to this Agreement may initiate mediation by serving a written request in person, by mail, or e-mail, to the opposing Party. The mediation session will occur at a time mutually agreed upon by the Parties in consultation with a mutually selected mediator, though no later than 30 days after the initial notice was delivered, unless otherwise agreed by the Parties and the mediator. Each Party shall bear its own attorney's fees and costs for the mediation. The Parties understand that participation in mediation does not waive any of their rights to other dispute resolution if mediation does not result in a final settlement.

**18. DISCLAIMER OF GUARANTEE**

Nothing in this Agreement and nothing in the Firm's statements to the Client will be construed as a promise or guarantee about the viability or outcome of any Claim(s); the Firm makes no such promises or guarantees. Any comments about the Claim(s) or the possible or probable outcome of any course of action or inaction are expressions of professional opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by the Client or estimate of Attorney's Fees or Expenses is not a limitation on such Attorney's Fees and Expenses, or a guarantee that Expenses will not exceed the amount of the deposit or estimate. Actual Expenses may vary significantly from estimates.

**19. GOVERNING LAW; ENTIRE AGREEMENT; MODIFICATION BY SUBSEQUENT AGREEMENT; EMAIL/FAX SIGNATURES**

This Agreement is governed by the laws of the State of New York, excluding conflicts of laws. This Agreement contains the entire understanding between the Parties. No other agreement, statement, or promise will be binding on the Parties. This Agreement may only be modified by a written addendum signed by both Parties. Signatures or initials provided by email or facsimile suffice as originals, and the Agreement may be signed in counterparts.

**20. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY**

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**21. EFFECTIVE DATE**

This Agreement governs all legal services provided by the Firm for the Client beginning with the date the Firm first performs services. Notwithstanding the foregoing, this Agreement will not take effect,

8

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