
**CREDIT CARD/E-CHECK INSTRUCTIONS
AND GENERAL NOTICE**

These instructions are in addition to your confirmation of engagement and fee agreement (“*Engagement Agreement*”) with Baker Jenner LLLP. This document contains important information and we ask that you read it fully. The firm uses LawPay to process payments by credit card and e-check/ACH. **NOTICE: LawPay will charge you transaction fees for every transaction – 3.5% for credit card and \$2 flat fee for e-check/ACH. This amount is in addition to the amount paid to Baker Jenner.** Please direct all questions to amanda.whitaker@bakerjenner.com.

To make a payment to Baker Jenner via LawPay please do the following:

1. Go to bakerjenner.com/payments (Click the preceding hyperlink to jump to the Firm’s Payments Page). You may also scroll to the bottom of the Firm’s home page at **bakerjenner.com** and click on the “Make Payments Here” button, which will take you to the Payments Page.
2. On the Payments Page, there are two options – (a) the “Pay Invoice” button, or (b) the “Pay Retainer” button. If you are submitting payment for an invoice, please click the “Pay Invoice” button. If you are submitting payment for a retainer or initial consultation that has not yet been invoiced, please click the “Pay Retainer” button.
3. Once you click on one of the two buttons, you will jump to the next page – either our page for invoice payments or our page for retainer and initial consultation payments.
 - The “Pay Invoice” page allows you to submit payment for outstanding invoices. Please enter the invoice number(s) and amount being paid, as well as your personal information and click “Submit Payment.”
 - The “Pay Retainer” page allows you to submit payment for retainers and initial consultation charges for which no invoice has been issued. Please enter amount being paid and a short description in the reference field (ex. “Retainer for Your Name/Matter” or “Initial Consultation for Your Name/Matter”), as well as your personal information and click “Submit Payment.”

GENERAL NOTICE

Thank you for choosing Baker Jenner LLLP to represent you. As a convenience we have arranged LawPay as an option for clients who may prefer to pay their retainer or our invoices by credit or debit card. LawPay is also available for clients who may prefer making electronic payments directly from their bank account rather than by check. Because LawPay is an independent payment processor, please note:

1. Baker Jenner is not responsible for LawPay or any failures that may occur in LawPay's systems, software or operations, including the processing of payments, data or security breaches, or other problems or concerns affecting LawPay.
2. Baker Jenner can only count payment as made once received into the applicable Baker Jenner account. Accordingly, payment to LawPay does not constitute payment to Baker Jenner until cleared into the applicable Baker Jenner account in the full amount then due.
3. If you use LawPay to process any payment to Baker Jenner, whether complete or partial, your relationship for that purpose remains exclusively with LawPay, subject to LawPay's terms of service and privacy policy. While we will attempt to assist you with LawPay to the extent reasonably feasible, we are not obligated to do so, and any help offered is solely as a courtesy.
4. Payments made to Baker Jenner for concluded representation and services provided, consultation fees, flat fees, and expense reimbursements are counted earned in accordance with your Engagement Agreement and are non-refundable.
5. Payments made to Baker Jenner for retainers or advance payments will be deposited in Baker Jenner's client trust account, to be drawn down in accordance with your Engagement Agreement. Any amount remaining unearned or unspent at the conclusion of representation will be returned to you in accordance with your Engagement Agreement, by check only.
6. LawPay assesses a fee in return for the services it provides to you, including the processing of payments, which is added to the total payment made to Baker Jenner. Baker Jenner receives no portion of this fee, which exclusively goes to LawPay. Accordingly, this fee is solely your obligation and does not constitute an offset or credit against any amounts that you may owe to Baker Jenner. Any payment processing fees assessed against Baker Jenner, whether by offset or otherwise, will remain your responsibility to promptly pay and resolve.
7. You are responsible for properly characterizing payments. Please ensure the proper Client Name and invoice number(s) are included in the note to each payment at the time made.
8. You agree that you will not seek or cause LawPay (or any associated financial services institution) to reverse, cancel, chargeback, revoke or dispute any payment that you have made Baker Jenner utilizing LawPay's services. Breach of this provision will constitute a material breach of your Engagement Agreement, may lead to the termination your status as a Baker Jenner client, and may result in legal liability.