



## **Professional Advocates Lifetime Maintenance System (PALMS)**

### **Attorneys**

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<sup>^</sup> Also admitted in MA, ND

### **Special Counsel**

Loreese Phillips

### **Of Counsel Attorneys**

Robert P. Mascali<sup>^</sup>  
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<sup>^</sup> Also admitted in MA

### **Affiliate Offices**

*Utica, NY*  
DiGiorgio Law Firm,  
PLLC

*Garden City  
& Ronkonkoma, NY*  
McDermott, Pierro,  
& Mandery, LLP

### **Of Counsel Firms**

*Falmouth, MA*  
Bourget Law Group,  
LLC

*Lake Placid, NY*  
Flink Maswick Law,  
PLLC

*Fort Lee, NJ*  
Jiah Kim & Associates,  
P.C.

*Clearwater, FL*  
Pearse & Stinson, P.A.

## **ANNUAL CLIENT AGREEMENT**

**WHEREAS**, John & Jane Smith, ("Client"), hereby enter into an agreement for the purpose of providing ongoing legal counsel and advice to Client relative to Client's financial, tax and estate planning, and ongoing management services utilizing internet technology to store, organize and retrieve client's legal, financial and personal information relevant to Client's estate, tax and financial planning through the Professional Advocates Lifetime Maintenance System ("PALMS"); and

**WHEREAS**, Pierro, Connor & Strauss, LLC, (the "Firm"), agrees to provide data management and planning services to Client utilizing information maintained via a secured website server designed to annually track personal data including ownership, changes in ownership, values and beneficiary designations as provided by Client for all of Client's assets.

**NOW, THEREFORE**, it is agreed:

1. Client hereby retains the Firm to provide the services set forth herein on an annual basis, at an initial rate of \$850.00 per year to be renewed on their anniversary date each subsequent year at the rates then in effect.
2. Client will have access to the PALMS secure website server 24 hours/day, 7 days/week to view and make changes to Client's asset information, status and values; and to view legal documents and other legal and financial information.
3. The Firm will provide administrative staff and paralegal support during the course of the year to update asset profile changes at least annually and to scan documents into the system.
4. The Firm will meet with Client annually on or about the anniversary date of this agreement to fully update Client's data, advise Client on changes in the law and identify new planning opportunities.
5. The Firm will produce data spreadsheets annually, and provide same to Client at least thirty days prior to the annual meeting, which will be reviewed by the Firm and Client during the lifetime maintenance of Client's estate plan.
6. The Firm will, through the Client's secure internet site, provide Client with a Total Net Worth Aggregation, and update Client's individual securities on an annual basis with current market pricing.

7. As part of the Lifetime Maintenance Agreement, the Firm will accept telephone calls and emails from client throughout the year, and an attorney or appropriate firm member will respond to questions that do not require independent legal research without further legal billing. (The Firm reserves the right to limit the number of inquiries if the time required to respond exceeds 2 hours per year.)
8. The Firm will advise of updates and changes in the law affecting Client's existing estate plan and offer specific recommendations on how to address the changes at the annual meeting.
9. The Firm agrees to work with Client's other financial, tax, insurance and legal advisors, at Client's request, and to make Client's information available to said advisors upon direction of the Client through the online portal.
10. Upon executing this Agreement, Client agrees to the following charges: For meetings and telephone calls with the client, compiling data, creating client's personalized website and annual membership from the date this Agreement is signed.

**Total Amount Due:** **\$ 850.00**

11. Client agrees to pay the annual PALMS fee of \$850.00 (or the current annual rate upon 30 day notice to Client) for the foregoing services on an annual basis, payable on or before their anniversary date for the succeeding year.
12. Client acknowledges that PALMS is not an investment or insurance program, and that the Firm will be held harmless for any liability arising from investment selections, the purchase of investment or insurance products or for the conduct of any advisors who provide Client with independent advice.
13. Client acknowledges receipt of and accepts the summary privacy statement from the company that manages the Firm's web-based service and authorizes the Firm to input Client's personal and financial information into the Connect2A system or any comparable system.
14. Client recognizes and acknowledges that all services offered hereunder are offered on a best efforts basis, and agrees that the Firm will not be responsible for acts of god, other advisor errors, power outages, or any other act beyond the control of the Firm. Furthermore, Client recognizes that while the security of data is paramount, there are no guarantees that data will be secure. The Firm or its agents will make best efforts to ensure the security of the data at all times.
15. Client recognizes and acknowledges that he/she will select a confidential log in name and password. If Client transmits either the confidential login or password to any party then Client shall be deemed to waive to the attorney client privilege but only as to the information disclosed. After both of you have died, the income and principal beneficiaries of your Trust are your descendants, *per stirpes*, who will receive their shares in trust as specified in Article Five of your Trust.

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Dated: \_\_\_\_\_

CLIENT:

PIERRO, CONNOR & STRAUSS, LLC

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Louis W. Pierro

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