

[Law Firm Name]
[Address]
[City, State, Zip]

[Date]

[Client Contact Name]
[Client Company Name]
[Address]
[City, State, Zip]

Re: Engagement for Outside General Counsel Services

Dear [Client Contact Name],

This letter confirms the terms upon which [Law Firm Name] ("the Firm") will provide legal services to [Client Company Name] ("the Client") as Outside General Counsel.

1. Scope of Services

The Firm will provide strategic legal advice and management of the Client's legal affairs, including but not limited to: corporate governance, contract review and negotiation, employment law guidance, and oversight of specialized outside counsel. This engagement does not include [Exclusion, e.g., active litigation or patent prosecution] unless agreed upon in writing.

2. Fees and Billing

The Client agrees to pay for services based on the following arrangement:
[Option A: Monthly Retainer Fee of \$ _____ for _____ hours per month]
[Option B: Hourly rates as follows: Partner: \$ _____; Associate: \$ _____]
Invoices will be issued monthly and are due within [Number] days of receipt.

3. Expenses

The Client will reimburse the Firm for reasonable out-of-pocket expenses incurred, such as filing fees, travel expenses, and third-party research costs. Significant expenses will be cleared with the Client in advance.

4. Client Responsibilities

The Client agrees to provide all necessary information, documents, and access to personnel required for the Firm to perform its services and to inform the Firm of any material developments regarding its business.

5. Conflicts of Interest

The Firm has conducted a conflict check and determined no current conflicts exist. The Client acknowledges that the Firm may represent other clients in unrelated matters, provided such representation does not create a direct conflict with the Client's interests.

6. Termination

Either party may terminate this engagement at any time upon [Number] days' written notice. Upon termination, the Client remains responsible for all fees and expenses incurred through the date of termination.

7. Governing Law

This agreement shall be governed by the laws of the State of [State].

Please sign below to indicate your acceptance of these terms.

Sincerely,

[Attorney Name]
[Law Firm Name]

Agreed and Accepted:

By: _____
Name: [Client Representative Name]
Title: [Title]
Date: _____