

[Date]

[Client Name]

[Client Address]

[City, State, Zip Code]

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 Name] ("the Client") as Outside General Counsel.

### **1. Scope of Services**

The Firm will provide general legal advisory services on an as-needed basis. These services include, but are not limited to, contract review, corporate governance, employment matters, and general legal strategy. This engagement does not include specialized litigation, patent prosecution, or major transactions unless agreed upon in a separate writing.

### **2. Fees and Billing**

Services will be billed on an hourly basis. The current hourly rates for personnel assigned to this matter are as follows:

- Partners: \$[Amount]/hour
- Associates: \$[Amount]/hour
- Paralegals: \$[Amount]/hour

Rates are subject to periodic adjustment. We will provide monthly invoices detailing the work performed and expenses incurred. Payment is due within [Number] days of the invoice date.

### **3. Costs and Expenses**

The Client is responsible for out-of-pocket expenses such as filing fees, travel expenses, third-party research charges, and delivery fees. Significant expenses will be cleared with the Client in advance.

### **4. Retainer**

The Firm requires an initial retainer of \$[Amount] before work commences. This amount will be held in a trust account and applied toward final billing or returned at the conclusion of the engagement.

### **5. Termination**

Either party may terminate this relationship at any time upon written notice. Upon termination, the Client remains responsible for all earned fees and incurred costs up to the date of termination.

### **6. Conflicts of Interest**

The Firm has conducted a conflict check and confirmed no current conflicts prevent this

representation. The Client agrees to notify the Firm promptly of any changes in ownership or corporate structure that may affect conflict evaluations.

Please indicate your acceptance of these terms by signing and returning a copy of this letter.

Sincerely,

[Attorney Name]  
[Law Firm Name]

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**Agreed and Accepted:**

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_