

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

[Date]

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

## **Re: Engagement for Outside General Counsel Services**

Dear [Contact Name],

This letter confirms the engagement of [Law Firm Name] ("the Firm") by [Company Name] ("the Company") to serve as Outside General Counsel. This agreement outlines the terms and scope of our legal representation.

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

The Firm will provide strategic legal advice and day-to-day legal support typical of a general counsel role, including but not limited to:

- Review and negotiation of technology contracts, SaaS agreements, and licensing;
- Intellectual property protection and strategy;
- Corporate governance and board advisory;
- Employment law and equity incentive matters;
- Privacy and data security compliance (GDPR, CCPA, etc.);
- Management of specialized outside counsel as needed.

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

[Option A: Hourly Rates] Our services will be billed at the following hourly rates: [Partner Rate], [Associate Rate].

[Option B: Monthly Retainer] The Company will pay a flat monthly fee of \$[Amount] for up to [Number] hours of service per month. Hours exceeding this limit will be billed at a discounted rate of \$[Amount].

### **3. Expenses**

The Company agrees to reimburse the Firm for out-of-pocket expenses incurred in connection with this representation, such as filing fees, specialized research, and travel expenses, provided that any single expense over \$[Amount] shall require prior approval.

### **4. Conflicts of Interest**

The Firm represents other technology companies. We have conducted a conflict check and determined that no current conflict prevents this representation. The Company agrees to notify the Firm immediately of any potential conflicts arising from new partnerships or competitors.

## **5. Confidentiality**

The Firm will maintain the confidentiality of all non-public information provided by the Company in accordance with the rules of professional conduct. All communications are protected by attorney-client privilege to the fullest extent of the law.

## **6. Termination**

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

Please indicate your acceptance of these terms by signing below.

Sincerely,

[Attorney Name]

[Law Firm Name]

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## **Agreed and Accepted:**

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

Name: [Authorized Officer Name]

Title: [Title]

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