



## Engagement Letter

Date <sup>1</sup>: \_\_\_\_\_

Name and address <sup>2</sup>:

Line 1 \_\_\_\_\_

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_

Attn.: \_\_\_\_\_

Dear New Client:

I am very pleased that you are retaining, me, Ian Stock to advise you (“The Client”) as you shall request (“Legal Services”) with respect to the issues which you disclose in an email to me or in our introductory telephone consultation, and perhaps other legal questions going forward.

I realize that it may seem like overkill to obtain your agreement to this Engagement Letter before I start work for you, but the State Bar of California prefers that the basic terms of a lawyer’s relationship with a The Client (in particular billing terms) are set forth in writing, and requires them to be in writing if the The Client is an individual.

I follow the Bar’s guidelines because they are designed to protect you, even though putting you through this hoop may deter you from following up here.

<sup>1</sup> *Please enter the date that you sign this letter here.*

<sup>2</sup> *Instructions for completing the name and address lines can be found at the end of this document. They vary according to whether an individual or an entity is retaining my services. **If you have any questions about this letter, please contact us.***

## Engagement Letter

### 1. Professional undertaking

I will do my utmost to serve you, The Client effectively. Your review of our website ([www.startupalacarte.com](http://www.startupalacarte.com)) will give you a synopsis of the domains of our competence. Please note that we do not go to court. Our goal is to provide you with Legal Services in an effective and efficient manner, and to respond to your inquiries promptly. If you have any questions or concerns at any time, please contact me.

I have checked The Client's name against my client list and found no conflict. At this point, I have no way to tell whether conflicts will arise between you and my other clients during the course of our representation. If you are concerned about any relationships we might have with particular companies or individuals, please bring those concerns to my attention. Obviously, if you choose to enter into a transaction with another of my clients, we can identify that conflict and will then go over it carefully with you.

### 2. Scope of representation<sup>3</sup>

We represent The Client, and not any of the individuals associated with The Client. By reason of this representation, we do not represent: (i) any parent company or subsidiary of The Client; (ii) any employee, officer, director, shareholder, investor or founder of The Client; or (iii) any commonly owned corporation, partnership or other entity in which The Client holds an interest.

<sup>3</sup> *This section only applies to an entity engaging my services.*

### 3. Confidentiality

Generally, it is in The Client's best interests to preserve the confidentiality of all communications between Ian Stock and The Client. If The Client discloses these communications, it jeopardizes the privileged nature of the communications. I recommend that The Client does not disclose privileged information to third parties.

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#### 4. Fees, costs, and bills

The normal domestic US billing rate for my services is \$350 per hour. Rates for “Retainer” Services or “Startup a la Carte™” services are as set forth on my websites (<http://startupalacarte.com> and <http://ianstocklaw.com>) on the date hereof. These rates are based on my level of legal experience and expertise, and may be adjusted going forward. Disbursements are billed at cost or at a reasonable approximation of their cost.

We will normally invoice you monthly in advance if you elect Retainer services, or in advance of each “Startup a la Carte” service which you select. We will normally invoice you biweekly in arrears if you elect to pay based on my hourly rate. Our invoices are payable immediately upon receipt, and we will not perform services before payment is received (if payment is due in advance) until payment is made (if payment is due in arrears).

By agreeing to this letter, you agree to pay all fees and costs incurred during our work for you.

#### 5. Termination of our representation

Either of us may terminate our representation of you at any time for any reason. At the time our representation of you concludes, all unpaid fees and costs for our legal services become due and payable. If at that time you do not request the return of your files, we will retain the files for a period of five years, after which we are authorized by you to have the files destroyed without further notice to you. In the event that you terminate our representation or we are required to withdraw from representation of you based on your breach of this agreement (including, without limitation, failure by you to timely pay invoices for services performed or costs incurred for or on your behalf), you agree that you will pay us for any copying costs or other charges incurred by us in providing copies of the files relating to our representation of you to you or your new counsel.

#### 6. Dispute resolution

I do not anticipate having any disagreements with you about the quality, cost or appropriateness of my services, but if any concerns about these matters arise, please notify me immediately. I would endeavor to resolve any disagreements in a fair and amicable manner.

If for some reason we were not able to resolve any dispute ourselves, then you and I agree that all disputes or claims between us of any nature whatsoever shall be resolved by State or



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Federal Courts having jurisdiction over the county of Santa Clara, California. This agreement includes but is not limited to disputes over the quality or appropriateness of our services, the fees and costs of our services and your obligation to timely pay for our services. This Letter Agreement is to be governed by and construed in accordance with the laws of the State of California without regard to its “conflict of laws” principles.

Notwithstanding the foregoing, either party may first submit fee disputes to the State Bar of California. If the State Bar declines to hear a fee dispute, or if either party wishes to reject a decision by the State Bar on any fee dispute, then said fee dispute shall also be resolved as set forth above.

### **7. Miscellaneous**

This letter is the entire agreement between you and I concerning my Legal Services for you. If any term of this letter is determined to be invalid or ineffective for any reason, the remaining terms of this letter will remain in force and effect. By signing this Letter below, you affirm that you understand that you are free to consult with other counsel before committing yourself to Legal Services about the wisdom of agreeing to these terms. You also affirm that you are voluntarily agreeing to them. This Agreement will not take effect, and I will have no obligation to provide Legal Services, until you sign this Letter and return the signed copy to me by fax or email.

## Engagement Letter

### Signature page

If the terms of my representation of you as explained in this letter are satisfactory, please sign below. I look forward to working with you.

Very truly yours,

Ian Stock

By: \_\_\_\_\_  
Ian J. Stock

I have read the foregoing letter, understand it and agree to it.

Signature line<sup>4</sup>:

Line 1: \_\_\_\_\_

Line 2: \_\_\_\_\_

Line 3: \_\_\_\_\_

<sup>4</sup> *Instructions for completing these signature lines can be found at the end of this document. They vary according to whether an individual or an entity is retaining my services. **If you have any questions about this letter, please contact us.***

## Engagement Letter

### How to complete this Engagement Letter

A. If a *corporation or other entity* (e.g partnership, LLC, SAS, GmbH, SL/SRL) is retaining my services, the following instructions apply:

1. **Address:**

**Line 1:** Full and correct entity name and State of registration or incorporation, e.g. Startup, Inc., a Delaware corporation

**Line 2:** Physical street address [not box #] of entity

**Line 3:** City, State, Zipcode, Country

**Attn:** Name of entity representative who is signing, and title

2. **Signature line:**

**Line 2** \_\_\_\_\_  
Name of person signing for entity, and title

**Line 3** \_\_\_\_\_  
Full name of entity

B. *If an individual is retaining my services,*

1. **Address:** Line 1: Full individual name

**Line 2:** Physical street address [not box #] of individual

**Line 3:** City, State, Zipcode, Country (if outside USA)

**Attn.:** leave blank

2. **Signature Line:**

**Line 2:** \_\_\_\_\_  
Name of person signing

**Line 3:** leave blank