

# ENGAGEMENT LETTER

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This Engagement Letter (this "**Letter**") confirms the terms on which [FIRM / PROFESSIONAL LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. professional corporation] with its principal place of business at [FIRM ADDRESS] (the "**Firm**"), will provide professional services to [CLIENT LEGAL NAME], of [CLIENT ADDRESS] (the "**Client**"), effective as of [EFFECTIVE DATE] (the "**Effective Date**").

The Firm and the Client are each a "**Party**" and together the "**Parties**."

**Recitals.** The Client wishes to engage the Firm to perform certain professional services, and the Firm is willing to perform those services on the terms set out in this Letter. This Letter, once countersigned by the Client, forms the agreement between the Parties for the engagement described below.

## 1. Scope of Engagement

**1.1 Services.** The Firm will provide the following professional services (the "**Services**"): [DESCRIBE THE SERVICES IN PLAIN, SPECIFIC TERMS — e.g., preparation of the Client's [YEAR] tax returns; advisory services in connection with [MATTER]; audit of financial statements for the period ending [DATE]].

**1.2 Standard of care.** The Firm will perform the Services with the degree of skill, care, and diligence reasonably expected of a competent professional in the Firm's field, consistent with applicable professional standards.

**1.3 Exclusions.** The Services do not include any matter not expressly described in Section 1.1. Without limiting the foregoing, the Services do not include [LIST KEY EXCLUSIONS — e.g., legal advice, investment advice, representation in litigation, or matters outside the Firm's professional licensure].

**1.4 Additional services.** Any work beyond the scope of Section 1.1 will be treated as a separate engagement and will require the Parties' written agreement on scope and fees before the Firm begins that work.

## 2. Client Responsibilities

**2.1 Information and access.** The Client will provide complete, accurate, and timely information, documents, and access reasonably required for the Firm to perform the Services. The Firm may rely on the information the Client provides without independent verification unless the engagement expressly requires verification.

**2.2 Decisions and approvals.** The Client is responsible for management decisions, for designating a qualified individual to oversee the Services, and for accepting responsibility for the results of the Services.

**2.3 Cooperation.** The Client will respond promptly to the Firm's requests and will notify the Firm of any change in circumstances that may affect the Services.

**2.4 Effect of delay.** The Firm is not responsible for delay or additional cost caused by the Client's failure to meet these responsibilities, and timelines and fees may be equitably adjusted.

## 3. Fees and Billing

**3.1 Fees.** The Client will pay the Firm for the Services on the following basis: **[CHOOSE — e.g., a fixed fee of [AMOUNT]; an hourly rate of [RATE] per hour by the personnel performing the work; a monthly retainer of [AMOUNT]]**. Fees are stated in **[CURRENCY]** and are exclusive of taxes unless stated otherwise.

**3.2 Expenses.** The Client will reimburse the Firm for reasonable out-of-pocket expenses incurred in performing the Services, such as filing fees, travel, and third-party charges, **[ITEMIZED ON EACH INVOICE / SUBJECT TO PRIOR APPROVAL OVER [AMOUNT]]**.

**3.3 Invoicing and payment.** The Firm will invoice the Client **[MONTHLY / UPON COMPLETION / ON THE SCHEDULE STATED HERE]**. The Client will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

**3.4 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. The Firm may suspend the Services on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

**3.5 Retainer.** **[OPTIONAL: The Client will pay an advance retainer of [AMOUNT], which the Firm will apply against fees and expenses and replenish on request. Any unearned portion will be refunded at the end of the engagement.]**

**3.6 Estimates.** Any fee estimate is a good-faith projection and not a fixed quote unless this Letter expressly states a fixed fee.

## 4. Confidentiality

**4.1 Obligation.** The Firm will keep the Client's non-public information confidential and will use it only to perform the Services, except as required by law or professional standards or as the Client authorizes in writing.

**4.2 Client disclosures.** The Client authorizes the Firm to disclose information to the Firm's personnel and subcontractors who need it to perform the Services and who are bound by confidentiality obligations.

**4.3 Compelled disclosure.** The Firm may disclose information to the extent required by law, court order, or professional regulation, and will, where legally permitted, give the Client prompt notice and reasonable cooperation to seek protective treatment.

**4.4 Privilege.** Nothing in this Letter waives any privilege or protection that applies to communications between the Parties; the Parties will treat privileged material accordingly.

## 5. Ownership of Work Product

**5.1 Deliverables.** Subject to the Client's payment of the fees due, the Client owns the final deliverables the Firm prepares specifically for the Client under this engagement (the "**Deliverables**").

**5.2 Firm materials.** The Firm retains ownership of its working papers, internal notes, methodologies, templates, and know-how, and may use the general skills and experience it develops while performing the Services.

**5.3 Use restrictions.** The Deliverables are prepared for the Client's use in connection with the matter described in Section 1.1 and may not be relied upon by any third party without the Firm's prior written consent.

## 6. Term and Termination

**6.1 Term.** This engagement begins on the Effective Date and continues until the Services are complete, unless terminated earlier under this Section.

**6.2 Termination by either Party.** Either Party may terminate this engagement on [NUMBER, e.g. 30] days' written notice, subject to any applicable professional rules governing withdrawal.

**6.3 Termination for cause.** Either Party may terminate immediately on written notice if the other Party materially breaches this Letter and fails to cure within [NUMBER] days after written notice describing the breach.

**6.4 Effect of termination.** On termination, the Client will pay the Firm for all Services performed and expenses incurred through the effective date of termination. The Firm will deliver the Deliverables for which the Client has paid, subject to any lien or retention permitted by applicable professional rules.

## 7. Limitation of Liability

**7.1 Exclusion of indirect damages.** To the extent permitted by applicable law and professional rules, neither Party is liable for indirect, incidental, special, or consequential damages, or for lost profits, arising out of this engagement.

**7.2 Liability cap.** To the extent permitted by applicable law and professional rules, the Firm's total aggregate liability arising out of or related to this engagement will not exceed [the total fees paid by the Client for the Services / the AMOUNT stated here].

**7.3 Carve-outs.** The limitations in this Section do not apply to liability that applicable law or professional rules prohibit a party from limiting, including liability for fraud, gross negligence, or willful misconduct.

## 8. General Provisions

**8.1 Independent relationship.** The Firm performs the Services as an independent professional. Nothing in this Letter creates a partnership, joint venture, or employment relationship.

**8.2 Governing law and venue.** This Letter is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

**8.3 Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through discussion within [NUMBER] days of written notice. [OPTIONAL: mediation or arbitration clause — discuss with counsel.]

**8.4 Assignment.** Neither Party may assign this Letter without the other's prior written consent.

**8.5 Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

**8.6 Entire agreement; amendment.** This Letter is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

**8.7 Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

**8.8 Counterparts and electronic signature.** This Letter may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

Please confirm your agreement to the terms of this Letter by signing below and returning a copy to the Firm.

**FIRM**

**CLIENT**

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

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

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Printed name: **[NAME]**

Printed name: **[NAME]**

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Title: **[TITLE]**

Title: **[TITLE / N/A]**

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

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

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