

# PROFESSIONAL SERVICES ENGAGEMENT LETTER

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[FIRM LETTERHEAD / FIRM LEGAL NAME] [FIRM ADDRESS]

[DATE]

[CLIENT NAME] [CLIENT ADDRESS]

Re: Engagement for [DESCRIPTION OF SERVICES]

Dear [CLIENT CONTACT NAME]:

This engagement letter (this "**Letter**") sets out the terms on which [FIRM LEGAL NAME] (the "**Firm**," "we," or "us") will provide professional services to [CLIENT LEGAL NAME] (the "**Client**," "you," or "your"). The Firm and the Client are each a "**Party**" and together the "**Parties**." When you sign and return this Letter, it becomes a binding agreement between us as of [EFFECTIVE DATE] (the "**Effective Date**").

**Recitals.** The Client wishes to engage the Firm to perform the professional services described below, and the Firm is willing to perform those services on the terms of this Letter. The Parties want a clear, written understanding of the scope of the work, the fees, and each Party's responsibilities. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Scope of Services

**1.1 Services.** The Firm will provide the following professional services (the "**Services**"): [DESCRIBE THE SERVICES IN PLAIN, SPECIFIC TERMS]. The Firm will perform the Services with reasonable skill and care and in a professional manner consistent with generally accepted standards in its field.

**1.2 Exclusions.** Unless this Letter or a later signed writing says otherwise, the Services do not include: [LIST EXCLUDED SERVICES — e.g., matters outside the described engagement, work for affiliates, or services requiring a different specialty]. The Firm has no obligation to perform excluded work.

**1.3 Additional services.** If you ask the Firm to perform work beyond the Services, the Firm will confirm the additional scope, fees, and timing in writing before beginning that work. Additional services become subject to this Letter when confirmed.

**1.4 Reliance on information.** The Firm's work depends on the accuracy and completeness of the information and materials you provide. The Firm is entitled to rely on that information without independent verification unless this Letter says otherwise.

## 2. Client Responsibilities

**2.1 Cooperation.** You will provide timely, accurate, and complete information, documents, access, decisions, and approvals reasonably required for the Firm to perform the Services.

**2.2 Designated contact.** Your designated contact for this engagement is **[NAME, TITLE, EMAIL, PHONE]**, who is authorized to give instructions and approvals on your behalf unless you notify the Firm otherwise in writing.

**2.3 Timeliness.** The Firm's schedule assumes reasonable cooperation from you. The Firm is not responsible for delays caused by your failure to meet your responsibilities, and timelines and fees may be adjusted accordingly.

### 3. Fees and Billing

**3.1 Fee basis.** The Client will pay the Firm on the following basis: **[HOURLY AT [RATE] PER HOUR / FLAT FEE OF [AMOUNT] / MONTHLY RETAINER OF [AMOUNT] / OTHER]**. If fees are hourly, the Firm will record time in increments of **[e.g., one-tenth of an hour]**.

**3.2 Estimate.** Any estimate the Firm provides is a good-faith projection, not a fixed price or cap, unless this Letter expressly states a flat fee or cap of **[AMOUNT]**.

**3.3 Expenses.** You will reimburse the Firm for reasonable out-of-pocket expenses incurred in performing the Services, such as **[FILING FEES, TRAVEL, THIRD-PARTY CHARGES]**. The Firm will obtain your approval before incurring any single expense over **[AMOUNT]**.

**3.4 Retainer.** **[IF APPLICABLE: The Client will pay an initial retainer of [AMOUNT], which the Firm will apply against fees and expenses and may ask you to replenish under a separate notice.]**

**3.5 Invoices and payment.** The Firm will invoice **[MONTHLY / ON COMPLETION OF MILESTONES]**. You will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

**3.6 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.

**3.7 Disputed charges.** You will pay all undisputed amounts on time and will notify the Firm in writing of any disputed charge within **[NUMBER]** days of the invoice date, describing the basis for the dispute.

**3.8 Taxes.** Fees are exclusive of any applicable sales, use, or similar taxes, for which you are responsible, except taxes based on the Firm's net income.

### 4. Confidentiality

**4.1 Mutual confidentiality.** Each Party will keep confidential the non-public information it receives from the other in connection with the Services and will use that information only to perform under or benefit from this Letter.

**4.2 Exclusions.** Confidentiality does not apply to information that is or becomes public through no fault of the receiving Party, was already known to it without restriction, is rightfully obtained from a third party, or is independently developed.

**4.3 Compelled disclosure.** A Party may disclose confidential information to the extent required by law or court order, after giving the other Party prompt notice where legally permitted.

**4.4 Professional obligations.** Nothing in this Section limits any stricter duty of confidentiality the Firm owes you under the professional rules that govern it.

### 5. Ownership of Work Product

**5.1 Deliverables.** Subject to your payment of the fees due, you will own the final work product the Firm prepares specifically for you under this engagement (the "**Deliverables**"), excluding the Firm's pre-existing and general materials.

**5.2 Firm materials.** The Firm retains ownership of its templates, methodologies, know-how, and internal working materials. To the extent any are embedded in a Deliverable, the Firm grants you a non-exclusive, perpetual license to use them as part of that Deliverable.

**5.3 Firm records.** The Firm may retain copies of documents and work product for its records, subject to its confidentiality obligations and applicable record-retention rules.

## 6. Term and Termination

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

**6.2 Termination by either Party.** Either Party may terminate this engagement on [NUMBER, e.g. 14] days' written notice. The Firm's right to withdraw is also subject to any applicable professional rules.

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

**6.4 Effect of termination.** On termination, you will pay the Firm for all Services performed and expenses incurred through the effective date of termination. The Firm will deliver work product for which you have paid and will reasonably cooperate in an orderly transition.

## 7. Limitation of Liability and Indemnification

**7.1 No indirect damages.** Except for matters that cannot be limited by law, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, arising out of this engagement.

**7.2 Cap.** Except for matters that cannot be limited by law, the Firm's total aggregate liability arising out of or related to this engagement will not exceed [AMOUNT / THE FEES PAID TO THE FIRM UNDER THIS LETTER].

**7.3 Client indemnity.** You will indemnify the Firm against third-party claims arising from inaccurate or incomplete information you provided or from your use of the Deliverables in a manner not contemplated by this Letter, except to the extent caused by the Firm's gross negligence or willful misconduct.

**7.4 No guarantee of outcome.** The Firm does not guarantee any particular result. Statements about likely outcomes are professional judgments, not promises.

## 8. General Provisions

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

**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 jurisdiction of the courts located in [COUNTY, STATE].

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

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

**8.5 Assignment.** Neither Party may assign this Letter without the other's prior written consent, except to a successor in a merger or sale of substantially all assets, on written notice.

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 by signing below and returning a copy to us. We appreciate the opportunity to work with you.

**IN WITNESS WHEREOF**, the Parties have executed this engagement letter as of the Effective Date.

FIRM	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE OR N/A]
Date: _____	Date: _____

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