

## CLIENT ENGAGEMENT AGREEMENT

We are pleased that you have chosen Langon Law Group LLC (the “Firm”) to represent you in connection with your legal matters. The purpose of this engagement agreement (“Agreement”) is to confirm the terms under which the Firm will provide legal services to you. PLEASE REVIEW THIS AGREEMENT CAREFULLY. By signing this Agreement you represent and warrant that you have read and understood, and agree to be bound by the Agreement and agree to the fees outlined in Section 2 of this Agreement.

1. ***Scope of Engagement.*** We understand that you are engaging our Firm to represent you in connection with one of our **Company Startup Package** services (the “Service”). This Service may consist of the following:

a. **Attorney Consultation PLUS Company Formation Analysis:** (i) a 30 minute consultation with an attorney who will provide general legal advice regarding a startup venture, and (ii) written analysis that summarizes the attorney’s general legal conclusions; and/or

b. **Startup Packages:** (i) *Attorney Consultation PLUS Company Formation Analysis*; (ii) *Company Registration* (the Firm will prepare and register your company with state authorities); (iii) *Personalized Company Agreements* (the Firm will draft your LLC Operating Agreement, Corporation Bylaws or LP/LLP Agreement based on (1) information you provide during your attorney consultation; (2) responses to questionnaires the Firm will send you; and (3) comments you provide to an initial draft of the agreement); (iv) *EIN Tax ID Number*; (v) *S Corporation Election* (S Corporation Package); (vi) *Company Kit*; and (vii) a *Startup Checklist*.

You agree that the Firm may, from time to time, engage outside attorneys and consultants to assist us on your project and hereby agree that any powers authorize to use shall extend to such additional attorneys and consultants, provided that the activities of such attorneys are supervised by the Firm.

2. ***Billing Policies and Procedures.*** Our fees for the Service are below:

- **Attorney Consultation PLUS Company Formation Analysis \$99**
- **Single Member LLC Package \$449**
- **Multi-Member LLC Package \$549**
- **C Corporations \$649**
- **S Corporations \$749**
- **Limited Partnerships \$549**
- **Limited Liability Partnerships \$590**

While our rates are subject to change from time to time we will always communicate to you any new rates prior to any payment made by you for any additional services requested. Payment can be made by credit card either via a Paypal payment request or by phone. Payment is due upon receipt of our statement. Note that the prices quoted are for company formations involving a typical level of

complexity. Package fees may increase if it's determined that your company formation requires more attention during your initial consultation. Prices quoted do not include fees charged by state and local governments to register your company. We will let you know the total fees that will be charged prior to filing your registration materials.

3. ***Conflicts of Interest.*** As you know, we represent a large number of clients in a wide variety of matters. There is a possibility that other clients or prospective clients (who may be competitors of yours or have interests that may be adverse to yours) may call upon our firm for professional services in the future. There may even be situations in which the Firm is asked to represent another client in a matter that is directly adverse to you.

We will always honor our duty of confidentiality to you and protect your information. We expect that, so long as we act in accordance with ethical requirements, you would consent to our representation of other persons or entities whose interests are adverse to you or your affiliates in matters not substantially related to our engagement by you. We agree, however, that we will not act adversely to you in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a nonpublic nature that, if known to any such other client of ours, could be used in a matter in which we are retained by our other client to your or your affiliates' material disadvantage, unless we screen our lawyers and paralegals who have such information from any involvement in the adverse representation.

You also understand that we may obtain confidential information from other clients that might be of interest to you, but which we cannot share with you.

4. ***General Responsibilities of Attorney and Client.*** We will provide services of a strictly legal nature, as previously has been described in general terms. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective and efficient completion of our work, but you acknowledge that we cannot guarantee the outcome of our legal services on your behalf.

You will provide us with such factual information and materials as we require to perform the foregoing services and will make such business or technical decisions and determinations as are appropriate. It is understood that you are not relying on us for business, investment or accounting decisions or to investigate the character or credit of persons with whom you may be dealing.

From time-to-time, we may provide you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. We do so with the hope that such information or events will be educational, because a well-informed client will be better equipped to make decisions about the need for future legal representation. However, it is understood that communications of such character do not constitute the rendition of legal advice, and they do not create an attorney-client relationship that is not otherwise already in existence between you and our firm.

5. **Termination of Engagement.** We anticipate a successful and satisfying relationship with you. Nevertheless, you retain the right at any time to terminate our services upon written notice to us, and we will cease to render additional services immediately after receiving such notice. Such termination will not, however, relieve you of the obligation to pay the fees due for services rendered and costs advanced prior to such termination. Note that our standard hourly rates range from \$150 to \$220 for attorneys, and \$90 for law clerks, legal assistants, and paralegals, and are subject to change. Time is billed in increments of 1/60th of an hour. We do bill for time spent on telephone calls, legal research and analysis and travel required in furtherance of your interests.

We reserve the right to withdraw from our representation of you at any time with your consent or for good cause. Good cause includes your breach of this Agreement, your refusal to cooperate with us or to follow our advice on a material matter, your failure to pay our fees and expenses incurred in a timely fashion, or any facts or circumstances that would render our continuing representation unlawful, unethical or inconsistent with the degree of trust and communication necessary for the attorney-client relationship. This right is in addition to those created by statute or recognized by the rules of professional responsibility. Should we withdraw for cause, you will remain liable for all fees and costs incurred prior to our withdrawal.

Unless previously terminated, our representation will be considered terminated when we complete all of the services applicable to the Startup Package you are purchasing. When termination occurs, papers and property that you have provided to us will, at your request, be returned to you promptly. Copies of papers we have created for you, which you may need but no longer have, will be made available to you. Our drafts and work product will belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to destroy within a reasonable time any items described in this paragraph that are retained by us.

6. **E-mail.** Documents sent to you by e-mail (whether or not containing confidential information) will not be encrypted unless you request us, in writing, to encrypt outgoing e-mail and we are able to agree with you and implement mutually acceptable encryption standards and protocols. We make reasonable attempts to exclude from our e-mails and any attachments any virus or other defect that might affect any computer or IT system. However, it is your responsibility to put in place measures to protect your computer or IT system against any such virus or defect, and we do not accept any liability for any loss or damage that may arise from the receipt or use of electronic communications from us.

7. **Agreement.** We would prefer to confirm the terms of our engagement by a less formal method than a written statement such as this, but we are required to address these administrative considerations in advance of undertaking a new engagement. Thus, we would be grateful if you would review this Agreement carefully, and if it is consistent with your understanding of our respective responsibilities, please so indicate by returning a signed copy of this Agreement by email ([admin@langonlawgroup.com](mailto:admin@langonlawgroup.com)) or facsimile (888.688.4414). By signing this letter, you are authorizing us to act on your behalf as your attorneys.

Please contact me at any time to discuss any aspect of our work for you. We believe that you, as our client, are the very reason for our existence as a law firm, and I will make myself available to address any concerns you ever may have. Again, we are pleased that you have selected Langon Law Group as your counsel, and we look forward to working with you toward attaining your business objectives.

Sincerely,

LANGON LAW GROUP LLC

By: \_\_\_\_\_  
Alan Gongora, Esq.  
Managing Partner

Agreed and accepted this \_\_\_ day of \_\_\_\_\_, 2011

I Agree[]

By clicking "I Agree" you, on behalf of yourself or any entity listed in this Agreement, agree to the terms of this Agreement. If you are not authorized to bind such company or entity, or you do not agree to all of the terms of this document do not click "I Agree."

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_