${ Effective.Date }

**Via Email ${ Matter.Client.Email }**

${ Matter.Client.Name }

${ Matter.Client.Address }

Re: Engagement Letter

Dear ${ Matter.Client.Prefix }. ${ Matter.Client.LastName }:

This letter confirms the terms on which we will partner with you as the outside general counsel for ${ Matter.Client.Name }.

Scope of services covered.   We will receive a flat fee in exchange for full access to our time, advice, and consultation regarding routine day-to-day legal issues and matters that you may encounter. We refer to these as “general counsel services.” These may include business, corporate, employment, and human resources issues, basic contract or document review and advice, problem solving, pre-litigation negotiation and dispute resolution, and the like.  Whether a matter or issue falls outside the scope of this agreement will be handled with common sense, mutual respect, and fairness to both parties.

Commencement of Representation.  We agree that the retainer under this Agreement takes effect as of ${ Effective.Date }.

Amount of Monthly Fee. You agree to pay Innocenti Jones a monthly flat fee of $[NBSP]${ Monthly.Flat.Fee }.

Recording time. Our goal is to create an open, flexible relationship that allows you the freedom to consult us without being concerned about the expense associated with every call or email or issue you ask us to consider.  For that reason, we do not anticipate tracking the precise amount of time spent on each individual communication or consultation.  However, to facilitate future discussions about the reasonableness of the monthly fee amount to you and to us, we will track the amount of time spent on substantive projects requiring more than an hour of time.

Billing for services outside the scope of this agreement.  If you require services on a matter that we both agree falls outside of the scope of our general counsel services, we will handle this on mutually-acceptable fee terms and pursuant to a separate fee agreement. These fee terms may be hourly, a contingent fee, a blend of hourly and contingent, or a lump sum, as we both agree is most appropriate for each separate matter. Our current rates are $[NBSP]${ Hourly.Overage.Fee } per hour. Examples of matters that may fall outside of the scope of general counsel matters are complex commercial transactions, litigation, regulatory matters, or personal matters.

Modification of monthly amount.   After the first ${ Initial.Term } months of this engagement, with reasonable notice, we or you may propose to modify this agreement.  We agree to review the amount of actual time expended and the future expectations and discuss whether an adjustment is appropriate.

Termination. At any time, with reasonable written notice, you or we may terminate this agreement.  If that happens, we agree to comply with all applicable ethical requirements to ensure that you are not prejudiced by that termination.

Matters outside of our expertise. For matters outside of our expertise, such as personal injury, worker’s compensation, real estate, etc., we will advise you that an issue or matter is outside our expertise and, in that event, will make every reasonable effort to refer you to experienced and competent outside counsel.

Client.  ${ Matter.Client.Name } will be our client.  Our representation of ${ Matter.Client.Name } does not mean that we represent any managers, officers, directors, managers, employees, or shareholders in their individual capacities.

Conflicts of Interest. We will be bound by our ethical obligations and the Texas Lawyers Creed regarding conflicts of interest, which may require us to decline to provide advice, consultation, or representation on certain matters which would otherwise be considered general counsel matters.  As you utilize our services, we will investigate conflicts or potential conflicts on an ongoing basis and will promptly advise you.

Dispute resolution. We agree to make a good faith effort to resolve any question, claim, or issue regarding fees or If we are unable to resolve any differences regarding fees or expenses billed or incurred under this agreement, we both agree to submit the issue to the Fee Dispute Committee of San Antonio Bar Association for resolution and to be bound by that Committee’s decision.

Thank you very much for selecting us to represent you. We look forward to working with you in a mutually beneficial relationship.

Sincerely,

Innocenti Jones PLLC

By: \_/s/ ${ Matter.ResponsibleAttorney.Name }\_\_\_\_

${ Matter.ResponsibleAttorney.Name }

Partner

Enclosures

**THE INDIVIDUAL AND ENTITY BELOW**

**AGREE TO RETAIN  
INNOCENTI JONES PLLC ON THE**

**FOREGOING TERMS.**

${ Matter.Client.Name }

By: ${ Client.Signature }

Printed Name:${ Signor.Name }

Its: ${ Signor.Role }

**Dated**: ${ Effective.Date }

THE TEXAS LAWYER’S CREED—  
A MANDATE FOR PROFESSIONALISM

Adopted November 7, 1989

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THE TEXAS LAWYER’S CREED–A MANDATE FOR PROFESSIONALISM

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ORDER OF ADOPTION

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession’s broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon

re‑enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt “The Texas Lawyer’s Creed–A Mandate for Professionalism” as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

THE TEXAS LAWYER’S CREED–A MANDATE FOR  
PROFESSIONALISM

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional

Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.