

# DETAILED LEGAL SERVICES AGREEMENT

This Detailed Legal Services Agreement ("Agreement") is made and entered into as of the 1st day of March, 2024, by and between ABC Legal Solutions, LLC, a limited liability company organized under the laws of the State of Delaware, with its principal office at 123 Main Street, Anytown, USA ("Service Provider"), and John Doe, an individual residing at 456 Main Street, Anytown, USA ("Client").

## 1. DEFINITIONS

- 1.1 "Confidential Information" means all information disclosed by one party to the other, whether orally or in writing.
- 1.2 "Services" means all legal consultation, representation, and advisory services provided by Service Provider to Client.
- 1.3 "Deliverables" means any work product, reports, analyses, or documents created by Service Provider in connection with the Services.

## 2. SCOPE OF SERVICES

- 2.1 Services Provided. Service Provider shall provide Client with legal consultation and advisory services, with the specific scope of services to be provided set forth in Exhibit A.
- 2.2 Modifications. The parties may mutually agree in writing to modify or expand the scope of Services. Any such modifications shall be deemed part of this Agreement.
- 2.3 Exhibit A. A detailed description of the Services to be provided is set forth in Exhibit A, which is incorporated by reference into this Agreement.

## 3. TERM AND TERMINATION

- 3.1 Term. This Agreement shall commence on the Effective Date and continue for one (1) year unless terminated earlier.
- 3.2 Termination for Convenience. Either party may terminate this Agreement at any time without cause upon written notice to the other party.
- 3.3 Termination for Cause. Either party may terminate this Agreement immediately if the other party breaches a material term of this Agreement.
- 3.4 Effect of Termination. Upon termination, Client shall pay for all Services rendered up to the effective date of termination.

## 4. FEES AND PAYMENT

- 4.1 Fee Structure. Client shall pay Service Provider an hourly fee of \$300 per hour unless otherwise agreed in writing.
- 4.2 Invoicing. Service Provider will issue invoices monthly with a detailed description of the Services provided.
- 4.3 Payment Terms. Payments are due within thirty (30) days of invoice receipt. Late payments may incur a late fee.
- 4.4 Expenses. Client agrees to reimburse Service Provider for pre-approved expenses incurred in performing the Services.

## 5. CONFIDENTIALITY

- 5.1 Each party agrees to maintain the confidentiality of the other's Confidential Information and to use it solely for the purposes of this Agreement.
- 5.2 Confidential Information excludes information that is public, received from a third party, or independently developed.
- 5.3 The confidentiality obligations shall survive termination for three (3) years.

## 6. INTELLECTUAL PROPERTY

- 6.1 Ownership. All Deliverables produced under this Agreement shall be considered "work made for hire" and the intellectual property therein shall be owned by Client.
- 6.2 License. Service Provider retains a non-exclusive license to use pre-existing intellectual property solely for the purpose of performing the Services.

## 7. LIMITATION OF LIABILITY

- 7.1 In no event shall either party be liable for indirect, incidental, or consequential damages.
- 7.2 The total aggregate liability of either party shall not exceed the fees paid by Client in the twelve (12) months preceding the date of the claim.

## 8. INDEMNIFICATION

- 8.1 Service Provider shall indemnify Client for any breach of this Agreement.
- 8.2 Client shall indemnify Service Provider for misuse of the Deliverables or instructions provided.

## 9. MISCELLANEOUS

- 9.1 Governing Law. This Agreement is governed by the laws of the State of Delaware.
- 9.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties.

9.3 Amendments. No amendment is valid unless in writing and signed by both parties.

9.4 Severability. If any provision is invalid, the remaining provisions shall remain in effect.

9.5 Notices. All notices must be in writing and are deemed given when delivered.

9.6 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ABC Legal Solutions, LLC

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

John Doe

By: \_\_\_\_\_

Name: John Doe

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