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ENGAGEMENT AGREEMENT: LEGAL SERVICES

CompliSun Legal PLC | Effective: [EFFECTIVE DATE]

Preview copy. *This template is provided so prospective clients can review our standard terms before engaging us. It is not an offer of representation. No attorney-client relationship exists until (1) we complete a conflict check, (2) both parties sign, and (3) any required advance payment is received.*

	Law Firm	Client
Name	CompliSun Legal PLC	[CLIENT LEGAL NAME] [d/b/a TRADE NAME]
Address	1420 Washington Blvd., Suite 301, Detroit, MI 48226	[CLIENT ADDRESS]
Contact	Colin Darke, J.D., Managing Attorney	[CONTACT NAME], [TITLE]
Email	colindarke@complisun.com	[CLIENT EMAIL]
Entity type / state	Michigan professional limited liability company	[ENTITY TYPE], [STATE OF FORMATION]

1. Scope of Engagement

1.1 Retention. [CLIENT LEGAL NAME] ("Client") retains CompliSun Legal PLC (the "Firm") to provide legal services under the Service Plan elected in Section 2 and any flat-fee projects described in Schedule A (together, the "Services").

1.2 Covered matters. Unless Schedule A states otherwise, the Services cover general corporate, commercial, regulatory, and compliance matters, including:

- Entity maintenance, governance, and corporate housekeeping;
- Review and negotiation of commercial contracts, vendor agreements, and NDAs;
- Financial services, fintech, consumer finance, and banking regulatory questions;
- Investor relations and financing support (e.g., SAFEs, convertible notes, advisor agreements);
- Terms of Use, Privacy Policy, and other customer-facing policies; and
- Other general legal questions within the spirit of the above.

1.3 Exclusions. Unless separately agreed in writing, the Services do not include: litigation, arbitration, or other dispute representation; representation in regulatory examinations, investigations, or enforcement actions; securities filings (e.g., Form D, state blue-sky notices); tax advice; patent or trademark prosecution; or matters requiring licensure in a jurisdiction where the Firm's attorneys are not admitted.

The Firm may refer such matters to, or co-counsel them with, other qualified professionals.

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1.4 Limited scope. Client agrees that this is a limited-scope representation under Michigan Rule of Professional Conduct 1.2(b). The Firm represents only the Client entity named above, not its owners, officers, employees, investors, or affiliates individually, unless separately agreed in writing.
1.5 Conflicts. The Firm's acceptance of this engagement and of each new matter is subject to a satisfactory conflict check. If a conflict arises, the Firm will notify Client and proceed only as permitted by the Michigan Rules of Professional Conduct.

2. Service Plan Election

Client elects ONE of the following Service Plans by initialing below. Flat-fee projects in Schedule A may be added to any plan.

Plan	Monthly fee	Included attorney time	Effective rate	Unused-hour rollover	Includes
Hourly (no retainer)	None	None; billed as used	$400/hr	N/A	Work performed on request, billed in 0.1-hour increments
Hotline	$1,250	Questions and brief matters (see 2.2)	N/A	N/A	Weekly legal office hours (Zoom); dedicated Slack channel; 100+ legal templates; AI drafting chatbot access; additional work up to $3,000/month
Counsel	$4,500	12.5 hours/month	$360/hr	Up to 5 hours	Everything in Hotline; priority (same business day) response
General Counsel	$9,500	33 hours/month	$288/hr	Up to 5 hours	Everything in Counsel; fractional GC role; weekly strategy sessions

Client's initial election (initial one): Hourly ____ Hotline ____ Counsel ____ General Counsel ____

Every Service Plan is month to month. Client may switch plans, including to or from Hourly, or cancel a monthly plan, by email to the Firm as described in Section 4. No amendment to this Agreement is required.

2.1 Hourly. If Client elects Hourly, the Firm bills $400 per hour for all Services actually requested and

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performed. There is no monthly minimum.

2.2 Hotline. The Hotline plan covers questions and discrete matters that can reasonably be handled within [1.5] hours of attorney time each. Work beyond that, or any drafting of new substantial agreements, is Additional Work billed at the Overage Rate. Client pre-authorizes Additional Work up to $3,000 per calendar month; Additional Work beyond that cap requires sign-off under Section 3.4.

2.3 Counsel and General Counsel. Included hours apply to any Services within Section 1.2. Up to 5 unused included hours roll over to the next month only; rolled-over hours expire if not used that month and have no cash value. Hours beyond the monthly allotment (plus any rollover) are billed at the Overage Rate.

2.4 Response times. "Same business day" means a substantive response or scheduling acknowledgment by the end of the business day the request is received, or by the end of the next business day for requests received after 3:00 p.m. Eastern. Response targets are goals, not guarantees, and do not apply to matters requiring outside input or extended research.

2.5 Tools and templates. Templates, the Slack channel, and the AI drafting chatbot are provided to support, not replace, attorney advice. Output from templates or the chatbot is not legal advice to Client unless and until reviewed by a Firm attorney for Client's specific situation.

3. Fees, Billing, and Payment

3.1 Overage Rate. Additional Work and hours beyond a plan's allotment are billed at $400 per hour [or, for Counsel and General Counsel clients, at the plan's effective rate of $360 or $288 per hour, respectively] (the "Overage Rate"). Time is recorded in 0.1-hour increments.

3.2 Monthly fees. Monthly plan fees are invoiced in advance on the 1st of each month and are due within fifteen (15) days. The first month is prorated from the Effective Date. Overage and hourly work are invoiced monthly in arrears with a description of the work performed. If Client changes plans, the new plan's fee is invoiced starting with the month the change takes effect.

3.3 Advance payment and trust account. Before work begins, Client will pay an advance of $[AMOUNT] (generally the first month's plan fee plus any Schedule A flat fees, or $[AMOUNT] for Hourly clients). Consistent with Michigan Rule of Professional Conduct 1.15, unearned advance funds are held in the Firm's client trust account and withdrawn only as earned: monthly fees as each month begins, hourly and overage work as invoiced, and flat fees as described in Schedule A. Any unearned balance is refunded at the end of the engagement.

3.4 Pre-authorization. Before starting any matter expected to exceed (a) the Hotline per-matter threshold or monthly Additional Work cap, (b) a plan's remaining included hours by more than 5 hours, or (c) $2,000 in a single matter for Hourly clients, the Firm will email Client a description of the work and a good-faith time estimate. That work will not proceed without Client's written (email) approval. Estimates are not caps; the Firm will notify Client promptly if an estimate will be exceeded.

3.5 Costs. Third-party costs (filing fees, registered agent fees, courier, specialized databases, and similar) are passed through at cost without markup. Any single cost over $250 requires Client's prior approval.

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3.6 Late payment. Unpaid balances more than fifteen (15) days past due accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower. The Firm may pause non-urgent work for non-payment, consistent with its professional obligations.

3.7 Rate changes. The Firm may adjust plan fees or hourly rates on at least sixty (60) days' written notice, not more than once per calendar year.

3.8 Billing questions. Client should raise any invoice question within thirty (30) days of receipt. The Firm will review it in good faith; undisputed amounts remain payable when due.

4. Plan Changes

4.1 Month-to-month plans. Each monthly Service Plan runs one calendar month at a time and renews automatically unless Client changes or cancels it. There is no minimum term.

4.2 Switching plans by email. Client may move from any Service Plan to any other, including to or from Hourly, by email from Client's authorized contact to colindarke@complisun.com (or another address the Firm designates). The Firm will confirm the change and its effective date by reply email. That email exchange is a valid amendment of Client's plan election under this Agreement.

4.3 Effective dates. A change requested by the [25th] of a month takes effect on the 1st of the next month. A later request takes effect on the 1st of the following month. At Client's request, an upgrade may take effect immediately, with the month's fee prorated.

4.4 Unused hours. Included and rolled-over hours expire when Client moves to a lower plan or to Hourly, and they have no cash value. When Client upgrades, up to 5 rolled-over hours carry into the new plan.

4.5 Hourly and pauses. A move to Hourly can be indefinite or temporary, such as during a pause in fundraising or product work. While on Hourly, Client is billed only for work actually requested and performed, at $400 per hour. Client may return to any monthly plan under Section 4.2.

4.6 Adding projects. Client may add flat-fee projects at any time by approving, by email, a written scope and fee from the Firm. Each approved project becomes part of Schedule A.

5. Attorney-Client Relationship and Staffing

Colin Darke is the attorney principally responsible for this engagement. The Firm may assign other Firm attorneys, of counsel attorneys, or paralegals to specific matters; any non-Firm professional will be

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disclosed to Client in advance. Time of any assigned professional counts against included hours, or is billed at no more than the applicable Overage or hourly rate. Client agrees to provide complete and accurate information, respond to requests in a timely way, and designate an authorized contact.

6. Communications and Technology

The Firm communicates by email, Slack, video conference, and cloud-based document tools, and may use AI-assisted tools for research and drafting under attorney supervision and consistent with its confidentiality obligations. Client consents to these methods. Client should not use a shared or employer-owned device or account for privileged communications if it does not want third parties to have access.

Wire instructions: the Firm will never change its payment instructions by email. Client should confirm any payment instructions by phone with a known Firm contact before sending funds.

7. Confidentiality

Each party will keep confidential the other's proprietary, financial, and business information disclosed in the engagement. The Firm's confidentiality obligations are governed by the Michigan Rules of Professional Conduct. With Client's consent, the Firm may identify Client by name (but not matter details) as a client; Client may withdraw that consent at any time.

Consent to client identification: Yes ____ No ____

8. Term and Termination

This Agreement begins on the Effective Date and continues month to month until terminated. Changing or canceling a monthly Service Plan under Section 4 does not terminate this Agreement. Client may remain engaged on an Hourly basis with no monthly fee. Client may terminate at any time on written notice; monthly plan fees stop at the end of the then-current billing month. The Firm may terminate on thirty (30) days' written notice, or sooner where permitted or required by the Michigan Rules of Professional Conduct (including non-payment). On termination, Client pays for Services performed and costs incurred through the termination date, and the Firm refunds any unearned advance. The Firm will reasonably cooperate in transitioning matters to successor counsel.

9. File Retention

The Firm maintains Client files electronically. On request, the Firm will return Client's file at the end of the engagement. The Firm may destroy files [seven (7)] years after the matter closes without further notice, except original documents belonging to Client, which the Firm will return.

10. No Guarantees

The Firm makes no promise or guarantee about the outcome of any matter, transaction, financing, regulatory review, or investor response. Opinions expressed are the Firm's professional judgment based on information available at the time. They are for Client's use only and may not be relied on by third parties

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without the Firm's prior written consent.

11. Governing Law; Disputes

This Agreement is governed by Michigan law, without regard to conflict-of-laws rules. Any dispute will be resolved in the state or federal courts of Wayne County, Michigan, and the parties consent to that jurisdiction. Client may also have the right to request fee arbitration through the State Bar of Michigan or a local bar association, where available.

12. Entire Agreement; Amendments

This Agreement, including Schedule A, is the entire agreement between the parties on its subject and supersedes all prior proposals and discussions. Amendments must be in writing signed by both parties, except that plan changes and Schedule A additions may be made by email under Section 4. Electronic signatures and counterparts are valid. If any provision is unenforceable, the rest remains in effect.

Agreed and Accepted

CompliSun Legal PLC	[CLIENT LEGAL NAME]
Signature: _____	Signature: _____
Colin Darke, J.D.	Name: [SIGNER NAME]
Managing Attorney	Title: [TITLE]
Date: _____	Date: _____

Schedule A: Flat-Fee Projects (optional)

List any defined projects quoted at a flat fee. Work outside the listed deliverables is billed under the elected Service Plan or at the Overage Rate, subject to Section 3.4. Flat fees are earned and withdrawn from trust on the milestones stated below.

Project	Deliverables	Flat fee	Earned on
[e.g., Fundraise documentation package]	[e.g., Form SAFE, side letter, signature packet, cap table summary, advisor agreement, equity incentive plan with form award]	$[AMOUNT]	[e.g., 50% on first drafts; 50% on final forms]
[PROJECT]	[DELIVERABLES]	$[AMOUNT]	[MILESTONES]

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Payment Instructions

Wire/ACH instructions will be provided in the executed agreement and confirmed by phone. Please reference "[CLIENT NAME] Legal Engagement" on all remittances.

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