*[General Corporate Work Engagement Letter]*

*(Rev. 6/07)*

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| May 17, 2019 | Lh |

**[Client Name and Address]**

## Re: Agreement For Legal Representation

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

We are pleased that you have asked Helsell Fetterman LLP (the “firm”) to serve as legal counsel for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company” or “you”). We have agreed to assist and represent you and look forward to working with you.

In this letter, we would like to explain the terms and conditions of our engagement. If you are in agreement, please have a duly authorized officer of the Company sign the enclosed copy of this letter in the space provided below and return the executed copy of this letter to us. If you have questions about these provisions, or if you would like to discuss possible modifications, please call me.

1.Client; Scope of Representation. Our client in this matter will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company” or “you”). We will be engaged to advise the Company in connection with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. We will prepare, negotiate and revise documentation [and . . . \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]. You may limit or expand the scope of our representation from time to time, provided that we must agree to any substantial expansion.

2. Term of Engagement*.* Either of us may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide such counsel with whatever papers you have provided to us.

Unless earlier terminated, our representation of the Company will terminate upon our sending you our final statement for services rendered in this matter. Following such termination, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. The firm will retain our own files, including lawyer work product, pertaining to the matter. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us seven (7) years after the termination of the engagement.

You are engaging the firm to provide legal services in connection with the specific matter or transaction described above. After completion of the matter or transaction, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after completion of the matter to provide additional advice on issues arising from the matter or transaction, the firm has no continuing obligation to advise you with respect to future legal developments.

3. Assignment of Work*.* I will have primary responsibility for your matter. However, I may use other firm lawyers and legal assistants as I believe appropriate in the circumstances. We will provide legal counsel to you in accordance with this letter and in reliance upon information and guidance provided by you. We will keep you informed of progress and developments and respond to your inquiries. Any problems with respect to the way your matters are being handled should be referred to me.

4. Your Cooperation*.* To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to this engagement, and to fully and accurately disclose all facts and documents that may be relevant to the matter or that we may otherwise request.

5. Fees*.* Our fees will be based on the amount of time spent on your behalf. Each lawyer and legal assistant has an hourly billing rate and our fee will be based on that rate multiplied by the time expended, measured in tenths of an hour. My time is currently billed at $\_\_\_\_\_\_\_\_\_\_\_\_ an hour. Time devoted by legal assistants is charged at rates currently ranging from $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to $\_\_\_\_\_\_\_\_\_\_\_\_ an hour. Our billing rates are adjusted from time to time, and you will be advised if this occurs. You will be charged for all time spent on your matter, including telephone consultations, research, drafting of documents, and conferences with you or with others involved in your case. We will keep records of the time we spend on your work and will provide you with a description of the work and time as part of our billing.

6. Costs*.* The firm may incur costs on your behalf in representing you in this matter. These costs may include such expenses as long distance telephone charges, special postage, delivery charges, telecopy and photocopy charges, electronic database and legal research charges, travel expenses, working meals, and use of other service providers such as printers or experts. The firm will charge $0.20 per page for photocopies made on copiers in our firm and $0.10 per page of document production. You are responsible for paying costs regardless of the outcome of this matter. By retaining us you authorize us to incur these costs on you behalf. Costs we incur will be included in our billing statements. Cost billings from third party providers will be sent directly to you for payment. When this occurs you agree to pay such billings directly to the third party within thirty (30) days. We will make a reasonable effort to notify you in advance of incurring unusually large costs.

7. Billing*.* Our statements normally will be sent to you monthly. These will reflect the services performed over the preceding period together with an itemization of expenses we have incurred. You agree to pay promptly the charges shown on those statements and are expected to pay amounts billed in full within thirty (30) days of receipt of the statement. If you disagree with a statement or have questions about your bill, please contact us immediately. Otherwise, we will understand that you agree to the charges therein and will pay them in full. Interest will be charged on any amounts not paid by the due date specified on your statement in the amount of one percent (1%) per month (12% per annum) with a minimum monthly charge of $1.00. Any collection actions may, at the option of Helsell Fetterman LLP, be filed in King County Superior Court.

As we have discussed, the fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that payment of the firm’s fees and costs is in no way contingent upon any interim result obtained or on the ultimate outcome of the matter.

If the Company fails to pay amounts owing to this firm when due, it understands and agrees that we may, after notice to you, take steps to terminate our representation of you. If any amount owing to this firm remains outstanding and past due more than 120 days from the date of the initial statement billing such amount, this firm will stop work on your case (as well as on any other cases we may have open for you) and we will terminate our representation in your case (and any others), if we have not already done so, until all past due amounts are paid in full. If such amount remains outstanding and past due more than 150 days, this firm’s managing partner will assume full control over the account and its collection and may, in his sole discretion, assign the account to a collection agency, attorney or otherwise for prompt collection from you and/or may report your indebtedness for credit rating purposes.

8. Advance Fee Deposit*.* In order to undertake this representation we ask that the Company deposit with us the amount of $[10,000]. We will deposit these funds into a non-interest bearing client trust account for the duration of our representation, and any remaining balance will be returned to you immediately upon termination of our representation. We reserve the right to use any part of these funds to satisfy payment of costs or fees. If we do so you will be expected to restore the full retainer and/or deposit such further amounts as we require.

You may pay the advance fee deposit by check; by credit card at [www.helsell.com/trust](http://www.helsell.com/trust); or by electronic funds transfer (see below).

Bank: Columbia Bank
 ABA Routing No.: 125108272
 SWIFT Code: COLBUS66
 Account Name: Helsell Fetterman LLP Trust Account
 Account Number: 44000123

9. Potential Conflicts of Interest*.* This firm represents many other companies and individuals. It is possible that during the time that we are representing the Company, some of our present or future clients will have disputes or transactions with the Company. The Company agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are adverse. We agree, however, that your prospective consent to conflicting representation contained in the proceeding sentence shall not apply in any instance where, as a result of our representation or you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

10. Attorney-Client Relationship*.* You have agreed that our representation of the Company in the matter described above does not give rise to an attorney-client relationship between the firm and the Company’s parent, the Company’s shareholder or shareholders, or any of the Company’s affiliates. You also have agreed that the firm during the course of its representation of the Company, will not be given any confidential information regarding the Company’s parent, shareholder or shareholders, or any of the Company’s affiliates. Accordingly, our representation of the Company in the matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the Company’s parent, the Company’s shareholder or shareholders, or any of the Company’s affiliates.

[Optional 11. Personal Guaranty*.* An individual owning at least 10% of the Company’s shares must fill out and execute the Personal Guaranty found at the end of the enclosed copy of this letter.]

###  11. Governing Law. This Agreement is governed by the laws of the State of Washington.

12. Dispute Resolution. Except as provided in paragraph 7 above, in the event the parties are unable to reach agreement over any issue that may arise under this Agreement or in the course of our representation of you, the parties agree to submit their dispute to binding arbitration before a single arbitrator who shall be chosen by an appropriate court if the parties are unable to reach agreement on the choice of arbitrator.

If you agree to the terms and conditions stated above, please have a duly authorized officer of the Company fill out and execute the “agreed and accepted “ block on the enclosed copy of this letter and return the executed copy of the letter to us with our retainer.

Once again, we are pleased to have this opportunity to work with you. Please call me if you have any questions, comments or concerns regarding this engagement or our representation of you.

Very truly yours,

HELSELL FETTERMAN LLP

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreed and accepted:

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

 [Name]

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

PERSONAL GUARANTY

 I am a shareholder of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”). I own 10% or more of the Company’s shares. In consideration of Helsell Fetterman LLP’s agreement to represent the Company under the terms and conditions described above, I hereby unconditionally guaranty payment on demand, in lawful money of the United States of America, all obligations of the Company to Helsell Fetterman LLP. I hereby waive presentment and demand for payment of any indebtedness of the Company to Helsell Fetterman LLP, protest and notice of dishonor or default with respect to any indebtedness of the Company to Helsell Fetterman LLP, any other notices to which I might otherwise be entitled, and any demand for payment under this unconditional guaranty. I HAVE READ THIS GUARANTY AND UNDERSTAND THAT IT IS EFFECTIVE UNTIL TERMINATED IN WRITING BY HELSELL FETTERMAN LLP. I ACKNOWLEDGE THAT I HAVE NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATION BY HELSELL FETTERMAN LLP IN ENTERING INTO THIS AGREEMENT OF GUARANTY AND THAT MY UNCONDITIONAL GUARANTY IS GIVEN FREELY AND WITHOUT COERCION OR DURESS.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Social Security No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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