**Legal Services Agreement**

Today's Date

To Client:

Corporation or LLC: Company Name (c1)

By: First Name (p1) Last Name (p1)

Signer's Email: Email (p1)

This Client Engagement Agreement (“Agreement”) is entered into as of the date above (the "Effective Date") between Cohen Healthcare Law Group, PC (“we” or “us”) and you (“you” or "Client," above), setting forth the terms and conditions of our representation. If you are a corporation or LLC that is formed or is shortly to be formed, the signer represents that he or she has authority on behalf of the entity to sign; in addition, we will **not** be deemed to have an attorney-client relationship with any of your corporate parents, subsidiaries, affiliates, shareholders, or members, solely on account of our representation the Client; we will **not** represent any of the shareholders (or LLC members) *personally*; we will **not** be able to advocate for your individual interests, either in general, or against one another, or against the entity; and each shareholder or LLC member waives the potential conflict of interest between his or her individual interests, and the interests of the other individuals as well as interests of the entity.  If you have any questions or concerns regarding your representations, you can seek the advice of independent counsel before signing.

1. **SCOPE**. You engage us to render business, healthcare, and FDA legal services. This Agreement does not contemplate representation in any contested matter, which would require a separate engagement and only be available in states in which we are licensed to practice law, are able to gain admission *pro hac vice*, or can contract with a local attorney. We will not provide any criminal defense or tax counsel; nor review your insurance policies to determine the possibility of coverage for our fees and costs or for the claim asserted, or notify your insurance carriers about the matters; nor will we advise you about your disclosure obligations concerning matters under the federal securities laws or any other analogous federal or state law. Additionally, if in response to your request or by requirement of lawful process we do any of the following, you agree to pay us our reasonable fees and costs incurred to: (i) testify; (ii) gather and/or produce documents; (iii) respond to document hold or production requests; or (iv) respond to any other requests in connection with possible, threatened, or actual proceedings commenced by third parties that relate to our representation of you.

2. **RESPONSIBILITIES**.  On those matters covered by this Agreement, we agree to provide those legal services reasonably required to represent you, to take reasonable steps to keep you informed of developments in such matters, and to respond to your reasonable inquiries. You agree to cooperate fully with us, to provide us with information pertaining to such matters, to keep us informed of developments, to abide by this Agreement, and to pay our bills in a timely manner as required by this Agreement.   We will place your logo on our website and send you our periodic newsletter.  We are the sole copyright owner of our work product and have the unlimited right to reproduce or disseminate the same (with appropriate redaction), and you will not make any of our work product available to third parties or publicly in any way. You are not relying on us for business, investment, or accounting decisions, or to investigate the character or credit of persons or companies with which you may be dealing, unless otherwise specified in this engagement letter.  Without our express written consent, you will not use our name or the fact of your engagement of us in any form of advertising or solicitation of business.  We do not accept or receive text messages for our professional communications with you.

3. **FEES**.  Our fees will be calculated and billed at the regular hourly rate of each lawyer, paralegal, or other professional rendering services on your matter and reflect their specific, then-current, hourly rates. Currently, our hourly rates to you range from $225 to $275 per hour for paralegals, and from $375 to $550 per hour for attorneys. The foregoing hourly rates apply to all time spent on your matter, including but not limited to: personal and telephone conferences; preparing, analyzing, and reviewing correspondence; factual and legal research; preparing, analyzing, and reviewing documents; conducting negotiations; if applicable) engaging in depositions and other discovery; making court appearances; preparing for and attending trial; traveling; and conferring with other lawyers and staff in our office.  The foregoing rates are subject to change on written notice to you (which may include notice via invoice, website, email, or newsletter). These hourly billing rates may increase from time to time, with notification to our clients via the foregoing methods. You acknowledge that we have made no promises about total amount of attorney’s fees to be incurredby you, and in addition, that we will offer no refund with respect to such incurred fees.  The legal personnel assigned to your matter may confer among themselves about the matter, as required and appropriate, and when they do confer (or attend a meeting or other proceeding in person or phone), each person will charge for the time expended, to the extent our firm deems the work reasonably necessary.  We may assign or contract with additional attorneys (or law firms) where such attorneys are not partners, associates, or shareholders of our firm, when needed, based upon the type of work and appropriate experience required.  In such cases, we are retaining law firms and attorneys to consult with us who are appropriate to your matter and we will continue to devote time to your matter as appropriate. When we charge you for services of any such attorney or consultant law firm, we will be entitled to retain any amount in excess of their hourly charge to us on your matter, and such retention and fee arrangement is reasonable in light of the our administrative and other efforts with respect to securing the additional expertise. In addition, we may pay up to a 15% referral fee to certain referring attorneys; however, in such case the total fee charged is not increased because of the referral. If you make a payment by credit or debit card, you will not cancel or revoke the card, request a chargeback, nor dispute the charge with the card company, nor otherwise demand a reversal of the charges by the card company, unless such an agreement is prohibited by law.

4. **COSTS**.  We will incur various costs and expenses and will provide certain administrative or other related services while performing legal services for you.  Rather than itemize these, we charge percent (4%) of your monthly fees to cover in-house administrative costs and services, such as telephone conferences, facsimile transmission, routine photocopying, scanning and digitization of all records and postage.  However, we will additionally and separately charge (and you agree to pay) a portion of the costs of computerized legal research via WESTLAW or LEXIS-NEXIS, if used; state filing fees (such as fees related to incorporation); and other costs.  From time to time our policies for such charges may change.  New rates will apply to in-house administrative costs, expenses, and services billed after the date.  We shall not be required to advance payment for external costs and expenses.  If we, in our discretion, decide not to advance certain external costs or expenses, you will pay directly to the provider such external costs and expenses promptly after being requested to do so, and will hold us harmless for your failure to do so. If we, in our discretion, decide to advance certain external costs or expenses, such as external costs and expenses shall be included on our bill to you for legal services.  To aid in your matter, it may become necessary to hire experts, consultants, or investigators, but we will discuss with you their fees and charges.

5. **STATEMENTS**. We will send you periodic statements, by email, for fees, costs, expenses, and in-house services.  Each statement is due and payable in full upon receipt. If any statement is not paid in full within 30 days after mailing or e-mailing, we have the right to postpone or defer providing additional services, to withdraw as your lawyers, and to impose each month a delinquency charge of one percent (1%) of the amount not paid until it is paid in full. Our failure to impose such charge on one or multiple occasions is not a waiver of our right to thereafter impose such charge.  Any disputes you might have concerning such statements must be presented within ten (10) business days from the date of the statement containing those charges in which the asserted error or item requiring further information appeared.

6. **DISCHARGE**. You may discharge us as your lawyers at any time. We may withdraw as your lawyers with your consent or for reasons which include but are not limited to: your breach of this Agreement; your failure to pay our bills on time (we may, in our sole discretion, stop work when your trust account is at or below 0, unless/until the evergreen is replenished); your refusal to cooperate with us; your refusal to follow our advice on a material matter; the development of an irreconcilable conflict between you and us as to the conduct of the matter; developments that require work beyond the scope of our engagement; or any circumstance that would render our continuing representation unreasonable or contrary to law or rules of professional ethics. If you discharge us or we elect to withdraw, you agree to secure other counsel of your own selection to represent you, and, if we are your attorneys of record in litigation, to cooperate fully in substituting such new counsel as your attorneys of record in the litigation. At the time of discharge or withdrawal, we will be entitled to be paid in accordance with this Agreement for all services rendered to you and for all costs and expenses paid or incurred by us on your behalf prior to the date of termination or which are reasonably necessary thereafter.

7. **NO GUARANTEE, ETC**. Nothing in this Agreement or our statements to you will be construed as a guarantee, promise, warranty, or prediction about the outcome of your matter. Legal and regulatory risks in any healthcare venture should *not* be underestimated, and although we may give advice about potential risk mitigation, we do not opine that you or your venture are operating in compliance with applicable laws and regulations. The total legal fees and costs which may be incurred on your matter or any phase is an estimate and not capable of precise prediction, and you acknowledge that we have made with regard to the cost of your matter or any phase thereof. In addition, to the extent we may provide you with the results of legal research with respect to states other than those in which we are members of the Bar as listed on our letterhead, we advise you to seek independent legal counsel from an attorney licensed in those states for legal advice and opinion application to your situation.

8. **DEPOSIT**. You will deposit with us as the designated advance toward our fees and charges.  You irrevocably authorize us to apply this advance toward our fees and charges as they are billed.  Concurrently, on receiving the invoice for services rendered, you will make an additional payment to us to restore the advance to its initial level (i.e., the advance is “evergreen”). Whether or not you remit such evergreen replenishment, you authorize our firm to charge your credit or debit card for the amount indicated in the invoice, and to charge your credit or debit card for any past due balance on your account for legal services rendered.  We are not responsible for overdraft fees or other charges incurred if a credit limit is exceeded.  As noted, we cannot know how much time we will need to spend to assist you in this matter.  Any funds that you deposit with us as an advance against our fees and charges will be treated as property of the firm.  Any unused portion of such advance will be returned to you after our services are definitively concluded or upon your request.  Any unused portion of such advance will be returned to you after our services are definitively concluded or upon your request.  In case of a designated Legal Strategy Session, your deposit is a flat fee for the consultation and there is no evergreen requirement; however: (i)  you have a right to require that the flat fee be deposited in an identified trust account until the fee is earned, and (ii) you are entitled to a refund of any amount of the fee that has not been earned in the event the representation is terminated or the services for which the fee has been paid are not completed.

9. **DISPUTES**.

1. **Arbitration**.  Any dispute between the parties regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except as provided in Paragraph B below) shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute. Option: The arbitration provider shall be in San Diego County, whose rules shall govern the arbitration. Option: If the parties cannot agree on the selection of an arbitrator, a party may petition the Superior Court of San Diego County and the procedures set forth in Code of Civil Procedure Section 1281.6 for Appointment of Arbitrators shall apply. The court will choose an impartial arbitrator and the court’s decision shall be final and conclusive on all parties. Each party shall have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. Each party shall bear its own costs, expenses, attorney’s fees and an equal share of the arbitrators’ and administrative fees. The venue for the arbitration and any post-award proceeding to confirm, correct or vacate the award shall be San Diego County, California. Both parties confirm that they have read and understand this paragraph A, and voluntarily agree to binding arbitration. In doing so, each party voluntarily gives up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client may consult with an independent lawyer of Client’s choice to review these arbitration provisions, and this entire agreement, prior to signing this Agreement.
2. **Mandatory Fee Arbitration**.  Notwithstanding subparagraph A above, the parties acknowledge that in any dispute over attorney’s fees, costs or both subject to the jurisdiction of the State of California over attorney’s fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to procedures as set forth in California Business and Professions Code Sections 6200-6206 (the Mandatory Fee Arbitration Act). If, after receiving a Notice of Client’s Right to Fee Arbitration, Client does not elect to proceed under the Mandatory Fee Arbitration Act procedures by failing to file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous paragraph A. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration Act procedures permit a court trial after non-binding arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration, if either party rejects the award within 30 days after the award is mailed to the parties.
3. **Mandatory Mediation**. Each party agree s to  try  to settle  all  disputes  between  them  through  private  mediation  before  initiating  any  arbitration,  litigation  or  other  dispute  resolution  procedure.  The    disputes which are subject to mediation include without limitation the following: claims regarding the   construction,   application   or   performance   of   services,   claims   for   breach   of   contract,   professional negligence, breach of fiduciary duty, misrepresentation, fraud and attorney’s fees and costs. Any party to the agreement may initiate mediation through service of a written demand in person or by mail or , if agreed to by the parties in advance, by e-mail to the opposing party. The mediation session will occur at a time mutually agreed upon by the parties in consultation with a mutually selected mediator, though no later than 30 days after the date of services of the initial notice,  unless  otherwise  agreed  by  the  parties  and  mediator.    Each  party  shall  bear  its  own  fees  and  costs  for  the  mediation.    Under  Evidence  Code  section  1129(a),  Law Firm is  required  to  provide   notice   and   have   Client   acknowledge   certain   confidentiality   restrictions   prior   to   participating  in  mediation.    Law Firm will  provide  Client  with  the  Notice  and  Acknowledgement  form.

10. **THIRD-PARTY PAYMENT**. If you make arrangements for a third party, such as an insurance company, to pay all or part of the legal fees, costs, and in-house services incurred by you under this Agreement, you shall promptly advise us in writing of such arrangements. If we accept any payment from, such third party, such acceptance will not make such third party our client nor relieve you of any of your obligations under this Agreement. If such, third party does not timely pay us as provided herein, you agree to pay us as provided herein.

11. **E&O**. In conformity with State Law: (i) we maintain errors and omissions insurance coverage as required by law; and (ii) upon the completion of our essential work on any individual matter we undertake for you or the formal termination of our relationship, we shall have the right but not the obligation to request that you collect any files created and maintained by us regarding your matter.  Should you decline to collect such records, we have the right to destroy all hard copies in our discretion.  Also, you may have insurance and/or other indemnity agreements which might entitle you to a defense, indemnity, and/or other benefits in connection with your matter and/or obligate you to provide timely notice. We urge you to bring any potentially such agreements to our attention so we can evaluate your rights and obligations under them. If you do not bring such agreements to our attention, we will have no responsibility to advise you with respect to them. Even if applicable insurance or indemnity agreements exist, you will remain responsible for timely payment of our fees and costs.

12. **THIRD-PARTY AGREEMENTS**. Agreements entered into by you with third parties may impose obligations (such as giving notices, exercising rights, making payments, making decisions, or taking actions at certain times). You understand and agree that we will not be responsible for monitoring the performance of such agreements or calendaring or notifying you of such obligations or deadlines.

13.  **ENTIRE AGREEMENT**.  This Agreement contains the entire agreement concerning the subject matter hereof between you and us, and may not be modified except by an instrument in writing signed by you and us; provided, however, that this Agreement incorporates by reference our External Policies, which are published on our website.

14.   **EFFECTIVE DATE**. This Agreement will take effect on the Effective Date, but its effect will be retroactive to the date we first performed services. Even if this Agreement does not take effect, you are obligated to pay us the reasonable value of any services we may have performed for you.

15.  **ACKNOWLEDGMENT OF UNDERSTANDING**.  You have read and understand the foregoing terms and agree to them as of the date that we first provided services. If more than one client signs below, each signing client agrees to be responsible, jointly and severally, for all obligations under this Agreement.

16. **LIMITATION ON LIABILITY**. You hereby waive any right to prosecute a claim of professional negligence against us for any service not specifically set forth in this Agreement, and grant us complete immunity from civil liability arising from all aspects of the case not specifically undertaken by us. You acknowledge that retaining an attorney for limited scope representation is a consumer choice based on desire to lower fees, maintain client control and belief that the client can competently handle all issues and tasks not specifically undertaken by the law firm.  You agree to bear the full risk of any damage caused due to you handling the matter without specifically requested legal services from us.  Such waiver of malpractice claims does not extend to those services which we undertake to render on your behalf at your instruction.  We will not be liable to you for any special, indirect, consequential, lost profits, or punitive damages under any circumstances, whether the claim arises in contract, tort, statute, or otherwise, nor for any regulatory defense work required by any business decision you may make related to or in connection with our advice. You are hereby advised of your right to have this Agreement reviewed by an attorney of your own choosing before you sign this Agreement, and you acknowledge that you have had a reasonable opportunity to consult such an independent lawyer.

17. **DATA SECURITY AND EMAIL; ELECTRONIC SIGNATURE**.  We store and back up files through an online service. We hope the service’s security systems and our own reasonable efforts are sufficient to secure the privacy of your files, but we do not control all these systems and it is not feasible to audit the online service.  E-mails are generally sent in unencrypted form over the public Internet.  This means that various people and entities might be able to access the content or intercept e-mail. This could compromise the confidentiality of our communications and your privilege against disclosing them in court. Further, regular emails are not HIPAA compliant and we therefore instruct you to not send us any protected health information (PHI); if you do send PHI, then you agree to defend and indemnify us against liability for data breaches, or other HIPAA or privacy and security violations.  You agree that electronic signatures below are the legal equivalent of manual signatures on this Agreement, and manifest consent to be legally bound by this Agreement’s terms and conditions.

**AGREED AND ACCEPTED:**

[sig|req|signer1                       ] [date|req|signer1]

First Name (p1) Last Name (p1)

Title: [text|req|signer1    ]

For CLIENT