

# Standard Engagement Terms

Version 2025-03-03 | Latest Version at <https://stake.law/engagement-terms/>

**Thank you for trusting Stake for your legal needs.** These Engagement Terms, together with all open Statements of Work naming the Client, form the entire agreement (the “Agreement”) between the client named in the Statement of Work incorporating these Engagement Terms (“Client,” “you,” “your”) and Mertzluft Law PLLC d/b/a Stake (“Stake” “we,” “us,” “our”). Please review this Agreement carefully, as it defines the rules of the road for our relationship.

**How & When Effective** This Agreement takes effect on the date we provide written approval of a the Statement of Work after (i) you approve the Statement of Work in writing or by clicking the “Approve and Agree” button associated with the Statement of Work and (ii) we receive cleared payment in full for the retainer replenishment listed on that Statement of Work, if any. This Agreement is the entire agreement with respect to all open Statements of Work and Matters of the Client, effective as of the earlier of date it takes effect and the date we first provided legal services to you.

## 1. Our Representation of You

**1.1. Who We Represent.** We only represent you under this Agreement. We don’t represent your founders, affiliates, shareholders, directors, officers, partners, members, employees, customers, or the executor of this Agreement if the client is an organization. There are no intended third-party beneficiaries to this Agreement.

**1.2 Statements of Work.** We will represent you as defined and limited by one or more written, mutually-agreed Statements of Work. Each Statement of Work:

- comprises a scope of work;
- opens when made effective and all starting criteria are met, if any;
- may be amended by written agreement between you and us (e.g., when a scope change is necessary);
- supersedes any term of these Engagement Terms only to the extent of any clear conflicts of terms;
- closes automatically when the completion criteria listed in a Statement of Work are met, or if none, when we determine the Statement of Work is complete;
- is void if not made effective within 10 business days from its document date.

**1.3. Matters.** One or more Statements of Work may be designated by us as pertaining to a legal matter (“Matter”). Our representation of you in a Matter is limited exclusively to the Statements of Work associated therewith and monitoring deadlines and reporting on developments flowing directly from work performed by us on the Matter. A separate Statement of Work is necessary to perform any other work in association with the Matter.

**1.4. Matter Completion and Closing.** When a Matter is complete, our representation of you with respect to that Matter terminates, and we do not need to keep you informed of Matter-related developments, changes

in law, or other impacts on related rights and liabilities. Shortly after a matter is complete, we will close the Matter and send a final bill. A Matter is complete once any of the following conditions are met:

- upon final disposition by a court, administrative tribunal, or administrative agency, excluding appeals;
- if the nature of the Matter is such that no disposition is sought from a government entity (i.e., is transactional), when we determine the Matter is complete;
- you fail to make a Statement of Work necessary for continued prosecution of the matter effective within the time set forth by us;
- you instruct us to stop work on or abandon the Matter;
- we are required by rule to withdraw; or
- the Agreement is terminated.

**1.5. Legal Services Only.** Our representation of you excludes advice or services regarding accounting, tax, transfer pricing determinations and accounting, personal finance, business finance, or business management, even if we discuss them during our engagement.

**1.6. Subscription (Clients with Subscriptions Only).** If you are or become a subscriber client, the services and pricing currently accessible in your subscription are viewable any time at <https://stake.law/pricing/>.

- We will provide at least 30 days' notice of any changes in available services or pricing for your subscription.
- Your subscription fee is earned by us at the start of each subscription cycle.
- You must maintain a current and valid payment method on file with sufficient funds to pay all fees and expenses via automatic billing.
- Services and discounts do not add up, accumulate, accrue, or otherwise carry over to subsequent months—we will not remind you to use the services made accessible by your subscription.
- You may cancel your subscription at any time by sending us a written notice, and your subscription will end at the conclusion of that month.
- Unless also canceled, this Agreement and open Statements of Work survive cancelation of the subscription, and future work will be billed at normal rates.

## 2. How We Bill

**2.1. Fees.** Our fees will be charged on a fixed (flat) fee basis if designated in a Statement of Work, or otherwise on an hourly basis in one-tenth of an hour increments based on our then-current hourly rates.

- A fixed (flat) fee only covers the work listed in the accompanying scope of work of the Statement of Work listing the fixed (flat) fee.
- Our rates are reviewed and adjusted from time to time, but no previously-agreed fixed (flat) fee will be changed without written agreement, and no hourly rate change will impact our representation of you without notice to you.

- Each Statement of Work covering work to be charged on an hourly rate basis will list our then-current hourly rates. By accepting the Statement of Work, you accept our then-current hourly rates as applicable to all outstanding Statements of Work.
- An estimate of fees to be charged at an hourly rate is not binding on us unless it is designated “not-to-exceed,” and no estimate of expenses is binding on us.

## 2.2. Expenses. Expenses incurred are your legal responsibility and are not included in our fees.

- Any estimate or budget that includes expenses is not binding—actual expenses may be lower or higher than the estimate or budget.
- We may instruct a vendor to direct invoices to us on your behalf or otherwise make advance payment on your behalf. If we do make advance payment, we will bill the cost, plus any transaction fees, to you in itemized form and without markup.
- Any delay by vendors in submitting their invoices to us does not impact your liability to pay.
- Examples of expenses that may be incurred include government fees, foreign associate legal fees, third-party search agency fees, document costs, copying costs, delivery costs, expert engagement costs, notarial costs, recording costs, research costs, mailing costs, travel costs, lodging costs, meal costs, costs incurred to resolve payments made in error, and all other expenses we deem necessary for our provision of legal services.
- Expenses may also include costs incurred by us if during or at any time following a Matter we are required to appear or produce documents in connection with any government or other regulatory examination, audit, investigation, litigation, arbitration, mediation, or other proceeding or dispute related to you or the Matter.

## 2.3. Billing. We will bill you for any outstanding fees or expenses on a monthly basis typically, but in any case, no less frequently than every 60 days.

- Invoices are payable immediately and due within 15 days of issuance, regardless of outcome or status of any Matter or Statement of Work.
- Payment may be made by check, or in our discretion, credit card, ACH, or wire transfer.
- If a third party remits payment on your behalf, we will not provide access to your confidential information to or accept instructions from the third party.
- If you have any questions relating to services rendered, fees, or expenses, please contact us immediately. You must notify us in writing within 15 days of an invoice’s date if you dispute any entry for fees or expenses on the invoice. If we don’t receive such a notification, you accept the invoice as correct.
- If you have a payment method on file with us, we will charge your payment method on file for outstanding balances of an undisputed invoice after 15 days.
- Balances unpaid when payment is due will accrue a late charge of 1.5% per month until paid.
- We may terminate this Agreement or any or all Statements of Work, in our discretion and immediately on written notice to you, if any balance remains unpaid for more than 60 days.

**2.4. Retainers.** We may require retainer payments in amounts set forth in the Statement of Work to support our services.

- We will provide regular and clear reporting of your retainer balance and all transactions therewith.
- All retainers are client-level retainers. Accordingly, we may apply any portion of your retainer balance to any fee or expense incurred by you.
- All retainer requests are payable and due on receipt.
- A retainer designated by us as a replenishable (i.e., “evergreen”) retainer must be replenished to the required balance after funds are applied to fees or expenses.
- By default, retainers are security, or “trust” retainers, in which you retain ownership of the balance, which is deposited into a separate trust account where interest is handled in accordance with applicable attorney trust account rules.
- You represent and warrant that all funds submitted as a retainer payment by you or on your behalf are owned by you and if returned, will be returned to you.
- Where permitted and with notice to you, we may designate a retainer as an “advance payment retainer,” ownership of which passes to us on receipt, and which will be deposited into our operating account.
- No interest will be paid to you upon return of any retainer balance.
- No return of any retainer funds will be issued unless those funds have cleared in our applicable account.
- We may terminate an applicable Statement of Work, Matter, or this Agreement if a requested retainer is not paid within 15 calendar days of its request date.

**2.5. Arbitration.** In the event that a dispute arises between you and us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York, a copy of which will be provided to you upon request.

## 3. How We Work

**3.1. Staffing & Delegation.** We recognize the need to be mindful of budget while maintaining our quality standards. We may delegate aspects of any Matter to associates, assistants, paralegals, law clerks, secretaries, technology specialists, investigators, consultants, whether employed or contracted by us.

**3.2. Network & Referrals.** With your consent, we and another lawyer/law firm (“referrer”) may share responsibility for a Statement of Work and the resultant fees. If your Statement of Work names a referrer:

- The name of the referrer and the fee division will be set forth in the Statement of Work.
- When you agree to such a Statement of Work, you consent to an agreement between us and the referrer to divide the fee as stated and the identity of the referrer.
- If a Statement of Work indicates that the referrer will provide a consolidated invoice related to that Statement of Work, we will issue an invoice for our portion of the fees earned and all expenses we

have incurred to you in care of the referrer. You remain responsible to us for all balances due on such an invoice under the terms set forth in this Agreement.

- This Agreement remains the sole and entire agreement between you and us, and the referrer is neither a party nor a beneficiary to this Agreement.
- You are responsible for entering into a separate engagement agreement with the referrer.

**3.3. IP Matters.** Intellectual property ("IP") Matters (e.g., patent, trademark, copyright, or trade secret matters) carry unique challenges not common to other legal matters.

- For example, the government may issue a rejection, refusal, or objection related to your application, to which we must respond—this is common for IP applications regardless of subject matter or law firm.
- When a search is performed, such results by nature cannot be considered exhaustive. It is always possible information can be interpreted by an examiner or another party differently, or other information may exist and be found by an examiner or another party.
- If we file a patent or trademark application on your behalf, we are not obligated to remind you of the deadlines to extend the application into another jurisdiction, or in the event of a provisional patent application, the deadline to convert it to a non-provisional patent application—any such reminders sent by us are a courtesy only.
- Certain IP may require payment of maintenance fees, renewal fees, or annuities—we are not obligated to advise you on, remind you of, or pay the same without a written a Statement of Work, though we may provide reminders as a courtesy only.
- Patent and copyright applications require particular ownership interest prior to filing. We will not file a patent or a copyright application on your behalf without legally sufficient evidence of ownership or assignment obligation at the time of filing.
- Public disclosures, sales, or offers for sale (even private sales or offers) may bar your ability to obtain a patent. As such, you must share us all prior disclosures and offers with us immediately. You and Stake are required by law to disclose all information which we believe to be material to patentability to the U.S. Patent and Trademark Office. See 37 C.F.R. § 1.56(a).
- You may have the ability to seek foreign IP protection under the Patent Cooperation Treaty ("PCT"), the Paris Convention, the Hague/Geneva Agreement, the Madrid protocol, etc., but strict timeframes apply, and other jurisdictions' novelty and prior public disclosure laws can vary significantly from U.S. law. If there has been any public use, offer for sale, or publication in connection with your invention, the possibility of obtaining any or all foreign patent rights may be precluded. As such, let us know immediately if you are contemplating foreign IP protection. Unless written in Statement of Work, we are not obligated to advise on or file any foreign or international patent applications.

**3.4. Procedural Control.** Given our professional responsibilities, as long as in our judgment your position in a given Matter will not be substantively injured, we retain control over:

- procedural decisions, including, among others, whether to extend deadlines for or, in scheduling decisions, cooperate with a government representative or opposing counsel; and

- whether, how, and by what means Matters should be argued in or to a government agency, court, or other administrative entity.

**3.5. Communication & Cooperation.** We'll keep you up-do-date regarding the status of each Matter, we'll let you know of any major changes, and we'll consult with you or the inventors whenever you or we deem appropriate.

- You must ensure prompt communication and cooperation with us also, including providing complete, truthful, timely, and accurate information needed in each Matter or as it otherwise becomes known to you.
- You must also promptly notify us of any changes in your structure, ownership, or contact information, changes to the personal information of any individuals related to any Matter, or any extended periods of time when you or the inventors will be unavailable.
- Communications from us regarding your Matters will be sent via email to the most recently-provided email address or via direct message, if applicable. You acknowledge confirmation of transmission (e.g., no "undeliverable" notice is received by us) suffices as confirmation of your receipt.
- You will be responsible for any delay, and the legal consequences thereof, by you or any inventor or any of your employees or agents in providing us full responses to requested information or instructions.
- You further consent to use of electronic signatures in all cases where permitted.

**3.6. Developed IP.** As between you and us, your confidential information, your IP, including any suggestions or recommendations made by us to improve your IP, are owned by you. We own all other IP, know-how, and subject matter expertise in any form developed by us in connection with this engagement, which we may use in connection with other engagements for other clients.

**3.7. Artificial Intelligence.** We may in our discretion use secure artificial intelligence tools (e.g., Thomson Reuters (Westlaw) CoCounsel, Microsoft Copilot, or others) only if such usage conforms to our professional ethical duties and obligations, including those of confidentiality and oversight.

**3.8. Paperless File, Retention, & Destruction.** We will store each Matter's file in your Client File digitally insofar as possible and in accordance with industry data security standards satisfying our confidentiality obligations.

- Upon your provision of a document or thing to us, we may create a digital copy and, absent your written instruction at the time of delivery of the document or thing, destroy or dispose of the provided document or thing.
- During the term of this Agreement, absent unusual circumstances or legal cause, we will provide digital copies of documents in your Client File or any Matter's file to you upon request.
- After a Matter is closed, we will retain the Matter's file in digital format at our expense for a seven years, after which we may destroy all contents of the Matter's file without notice to you.
- After this Agreement is terminated, we will retain all then-existing files of your Client File in digital format at our expense for a seven years, after which we may destroy all contents of the Matter's file without notice to you.

- If you request a Matter's file or your Client File in writing during the respective retention period, we will provide one digital copy to you.

## 4. Miscellaneous Terms

**4.1. Conflicts of Interest.** Because of our geographical reach and broad legal practice, it is possible we may now or in the future represent parties in matters in which their interests are adverse to your interests or those of your affiliates. You agree we may continue to represent or may in the future represent new or existing clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those matters may be adverse to you (directly or indirectly). However, this prospective consent to conflicting representation shall not apply where, as a result of any given matter, 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. We have asked for similar agreements with many of our other clients to preserve our ability to represent you.

**4.2. Corporate Family Representation (applicable if we represent multiple members of your corporate family).** Special conflict-of-interest issues arise in representations of multiple members of a corporate family (i.e., you, your parents, your subsidiaries, and your affiliates). Recognizing that material risks may be present in our representing multiple members of your corporate family, including, for example, risks associated with acting on behalf of, negotiating on behalf of, and receiving confidential information from various members of your corporate family, you have determined it is economically preferable for us to represent you and certain of your corporate family member(s) who have also entered into an agreement for legal representation with us. You waive conflicts of interests between you and each corporate family member we also represent, and you expressly consent to sharing certain confidential information with each other corporate family member to the extent necessary to comply with your instructions and relevant law (e.g., patent duty of disclosure requirements). We will only represent you and your corporate family member(s) when:

- the representation is not prohibited by law or ethical rule;
- you and your corporate family member's interests are generally aligned (i.e., while difference in particulars may exist, your interests are not fundamentally antagonistic to the other's interests);
- the Matter does not involve assertion of a claim by you or your corporate family member(s) against the other; and
- you and your corporate family member(s) agree to terms materially reflecting this Section.

**4.3. Joint Representation Terms (applicable to Joint Representations only).** The Client Group shall include each person or entity listed as the subject Client. Notwithstanding anything to the contrary, all references to the Client within this Agreement shall mean the Client Group, and each member of the Client Group is jointly and severally responsible for all duties and obligations of the Client within this Agreement. Recognizing that the ideal way to proceed would be for each of you to have separate counsel, representing all of you in a Matter (the "joint representation") may provide cost-saving and logistical advantages over retaining separate counsel. However, such a joint representation also presents special ethical considerations, including the following as relating to the representation:



- Neither a Statement of Work nor this Agreement become effective as to the Client Group or any member of the Client Group until all members of the Client Group have accepted the identical Statement of Work.
- Since we will be representing all of you, you are collectively considered our client, and each of you are considered a joint client.
- We cannot agree with any of you to withhold information from the other joint clients.
- We must remain impartial and neutral between each of you. If you cannot resolve differences regarding an issue, we may not be able to represent any of you as to that issue. If the differences are serious enough, we may be required by applicable ethics rules to withdraw from the Matter(s) completely.
- Each of you authorizes us to disclose to each other joint client anything related to the Matter(s) you discuss with us or that we acquire from other sources.
- We will send invoices to the first signatory listed below, but you will all be jointly and severally liable for payment of any invoices in accordance with the terms herein.
- Each of you will show the same candor as a singular client would. We reserve the right to terminate our representation of you in the event that any of you withholds what is, in our judgment, material information.
- We will not give legal advice to any one of you or make any changes to any legal documents without your mutual knowledge and consent.
- Anything any of you communicate to us is privileged from disclosure to third parties, except with your consent, for communications in furtherance of the Matter(s), or as otherwise required or permitted by law or ethical rule. However, should a dispute arise between any of you, such communications may not be privileged.
- Based on the information now available to us, we are not aware of any actual conflicts associated with this joint representation, but conflicts of interests may arise. If you become aware of anything you believe may present or develop into an actual conflict of interest, please let us know immediately.
- If circumstances arise during the course of the Matter(s) that require or make it desirable that any of you obtain separate legal representation in the Matter(s), each of you agree individually our firm would be free to continue to represent the remaining joint clients in the Matter(s) or other matters. You each individually agree, if it becomes necessary or desirable for any of you to retain other counsel, you will not seek to disqualify us from continuing to represent the remaining joint clients, together or individually.
- You represent that you understand the risks of joint representation. You have the option to consult outside legal counsel regarding this joint representation.

**4.4. Advice of Counsel.** We may from time to time seek legal advice about our own rights and responsibilities regarding our representation pursuant to this Agreement from our own attorneys or from outside attorneys at our own expense. You agree that any such communications and advice are protected by our own attorney-client privilege and neither the fact of any such communication nor its substance must be disclosed to you.



**4.5. Publicity.** We may disclose and publish worldwide and perpetually without further compensation, including in connection with our marketing and business development activities, publicly and to third parties that you are or have been a client of the Firm; use your publicly-available names, logos, trademarks, brands, and contents of any publicly-available review of our services provided on your behalf; provide a general description of the types of services rendered for your benefit only if such information is otherwise available to the public; engage with (e.g., “like,” “comment on,” “repost,” “share,” “tag,” etc.) your or your employees’ social media accounts or activity, or share any other information you permit us in writing to share. For avoidance of doubt, this provision does not enable us to disclose any non-public information, which you have not given us permission to disclose.

**4.6. NO GUARANTEES OR WARRANTIES. WE AND OUR MEMBERS, ATTORNEYS, EMPLOYEES, AFFILIATES, AGENTS, AND VENDORS CANNOT AND DO NOT MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, REGARDING ANY POSSIBLE OUTCOME, COST, VALUATION, OR TIMING OF A MATTER. OUR EXPRESSIONS MAY BE BASED UPON EXPERIENCE AND JUDGMENT BUT ARE NEVERTHELESS ONLY OPINION AND ARE NOT GUARANTEES OF RESULTS, PROMISES, OR OTHER REPRESENTATIONS. PRIOR RESULTS DO NOT GUARANTEE A SIMILAR OUTCOME.**

**4.7. Valuation Estimates.** We may from time to time provide valuation estimates for all or some items in your intellectual property portfolio as-is and with all faults for use at your own risk. Unless otherwise noted, such valuations are basic and performed by Stake internally using a replacement cost-based approach considering only what Stake would estimate in legal fees and government fees to procure the given item if the item did not already exist, and do not account for market- or income-based factors.

**4.8. Privacy Policy & Communications Consent.** During the course of our representation of you, the firm may collect certain personal information. You may be required to provide personal information necessary for us to perform our services. Furthermore, the firm may collect certain personal information, which we may use for future communications, including marketing communications with you. Any collection or processing of personal information will accord with the firm’s then-current Privacy Policy, accessible at <https://stake.law/legal/>, and applicable ethical rules.

**4.9. Governing Law.** This Agreement, and all questions concerning its validity, interpretation, performance, and enforcement, is governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions. We have published New York’s Statement of Client’s Rights and the Statement of Client’s Responsibilities at <https://stake.law/legal/> for your review.

**4.10. Termination.** You may terminate this Agreement, a Matter (*i.e.*, all open Statements of Work with respect to the Matter), or an individual Statement of Work at any time with written notice. If 60 days pass without any open Matter, this Agreement automatically terminates. If it becomes necessary for us to stop representing you in part or altogether, we will take all reasonable steps to protect your interest in any affected open Matters, terminate this Agreement, and, if you request, we will suggest to you possible successor counsel. Termination of this Agreement, a Matter, or a Statement of Work, neither affects fees earned nor expenses payable nor our obligations of confidentiality. Following termination, we’ll send a final bill with respect to the terminated work.

**4.11. Severability.** If any term or provision of this Agreement is construed as invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this

Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, you and we will negotiate in good faith to modify this Agreement to effect the original intent of the term or provision as closely as possible in a mutually acceptable manner.

**4.12. Entire Agreement.** These Engagement Terms and all open Statements of Work at a given point in time are the entire Agreement between you and us for the provision of legal services at that point in time. This Agreement supersedes and replaces all prior terms, letters, estimates, proposals, negotiations, agreements, or engagement letters, oral, written, or otherwise, other than the scope of work and agreed-upon fees, if any, with respect to its subject matter and all open Matters and Statements of Work.

**4.13. Authority to Execute.** The person accepting the Statement of Work represents and warrants that he or she has the right, power, and authority to enter into this Agreement and, if the Client is an organization, that he or she has the legal authority to bind the Client.

**We look forward to working with you.** If you have any questions or need to request modification of any of these terms or your Statement of Work, please contact us prior to accepting. You have the right to review this Agreement outside of our presence and with the aid of separate counsel at your own expense.