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General Counsel Services Agreement



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GENERAL COUNSEL SERVICES AGREEMENT

This is a contract between The Sterling Firm, A Professional Law Corporation (at times herein referred to as "The Sterling Firm", "Lawyer", "We", and/or "Our") and you, (at times herein referred to as the "member," "client", "customer", "I", "you," and/or "your"), for any of The Sterling Firm general counsel services described below if applicable and the Registered Agent services if applicable. This agreement is effective as of the date you accept its terms by purchasing a general counsel service or by purchasing the Registered Agent Service (the "Effective Date"). If you sign up for a general counsel service or Registered Agent Service, you accept these terms, conditions, and limitations. Please read this agreement carefully.

1. **ELECTRONIC RECORDS, SIGNATURES, AND POWER OF ATTORNEY.** I give The Sterling Firm, APLC consent to affix my electronic signature where required to effectuate my documents. I understand I may withdraw my consent, provided my documents have not already been filed, by calling The Sterling Firm at (310) 498-2750.
2. **ADDITIONAL TERMS.** I understand that my purchase may be subject to additional terms and conditions. I understand that The Sterling Firm's general counsel services are subject to the General Counsel Contract and Subscription Agreement. If applicable, I acknowledge that I have read and agree to the supplemental terms, which are incorporated herein by reference.
3. **FUTURE PRODUCTS AND SERVICES.** If I choose to add a product or service to my order subsequent to this initial purchase, these Terms of Service will apply to that additional product or service purchase as well.
4. **DISPUTE RESOLUTION BY BINDING ARBITRATION.**

(A) **MANDATORY FEE ARBITRATION.** You have the right to elect to have any dispute relating to the attorney's fees under this Agreement to be submitted to the Los Angeles County Bar Association, for Arbitration by the Attorney-Client Mediation and Arbitration Service Program pursuant to California Business and Professions Code Section 6200 et seq.

(B) **BINDING ARBITRATION.** In the event either of the parties seek to have a hearing after arbitration of a fee dispute or in connection with any other dispute relating to, or arising from, our services in this or other matters, you and The Sterling Firm agree that the dispute(s) shall be resolved by binding arbitration before the Los Angeles County Bar Association ACAP Program, under the Rules in effect at that time, including our mutual obligations of cooperation and disclosure. **IN SO DOING, WE BOTH GIVE UP OUR RIGHTS TO A JURY TRIAL AND TO AN APPEAL, EXCEPT AS PROVIDED BY LAW.**

(C) **VENUE.** Except to the extent that arbitration may be elected in subsection (A) of this section, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any dispute arising under this agreement may only be instituted in state or federal court in Los Angeles County, California. Accordingly, you and The Sterling Firm consent to the exclusive personal jurisdiction and venue of such courts for such matters.

(D) **WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.** YOU AND THE STERLING FIRM AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. NEITHER YOU NOR THE STERLING AGREEMENT WILL SEEK TO



HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR OTHER PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

5. **FILING FEES.** Except as otherwise noted, filing and recording fees may include all mandatory or applicable federal, state, county and local administrative fees, name reservation fees, initial reports, publication notices, capitalization fees, franchise tax fees, expedite fees, certified copy fees, walk-in fees, courier fees and other transactional fees incurred on your behalf by The Sterling Firm.
6. **FORCE MAJEURE.** The Sterling Firm shall not be considered in breach of or default under the agreement or any contract with me, and shall not be liable to me for any cessation, interruption, or delay in the performance of its obligations hereunder by reason of earthquake, flood, fire, storm, lightning, drought, landslide, hurricane, cyclone, typhoon, tornado, natural disaster, act of God or the public enemy, epidemic, famine or plague, action of a court or public authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or similar event beyond our reasonable control, whether foreseen or unforeseen (each a "Force Majeure Event"). If a Force Majeure Event continues for more than 60 days in the aggregate, The Sterling Firm may immediately terminate this agreement and shall have no liability to me for or as a result of any such termination.
9. **RIGHT TO REFUSE.** I acknowledge that The Sterling Firm reserves the right to refuse service to anyone.
10. **ASSENT.** I understand that these terms affect my legal rights and obligations. If I do not agree to be bound by all of these terms, I will not use this service. By proceeding with my purchase, I agree to this agreement.
11. **GENERAL COUNSEL SERVICES ARE NOT A SUBSTITUTE FOR ACCOUNTING, BUSINESS, TAX, OR OTHER PROFESSIONAL ADVICE OR SERVICES.**
12. **THE STERLING FIRM GENERAL COUNSEL SERVICES; ASSIGNMENT.** We reserve the right to accept or refuse membership at our discretion. You may not transfer or assign your general counsel services or these benefits.
13. **BENEFITS THE STERLING FIRM GENERAL COUNSEL SERVICES.** The Sterling Firm general counsel services offer the following benefits according to the service the Member is enrolled in (collectively, the "Service Benefits"):
- (A) **BASIC MEMBERSHIP**: THE STERLING FIRM GENERAL COUNSEL SERVICE BENEFITS. Paid membership in any general counsel service provides the following benefits:
- (i) **Phone Consultations**. Telephone consultations with The Sterling Firm, during normal business hours, of up to fifteen minutes for each new legal matter ("Phone Consultation"). Maximum phone calls of 1 per week unless agreed otherwise by Lawyer.
- (ii) **Discounts for Additional Legal Services**. If a Member engages The Sterling Firm for services not included in the general counsel service, the Member may be entitled to discounts in fees.
- (B) **PREMIUM MEMBERSHIP**: ADDITIONAL BENEFITS FOR PREMIUM MEMBERS. Members with paid membership in a Premium plan ("Premium Members") shall receive the following benefits in addition to the Service Benefits described above (together, "Premium Benefits"):

(i) **MONTHLY CONTRACT REVIEWS**. Review by The Sterling Firm of contracts **up to ten (10) consecutive pages** total in length and one (1) telephone consultation of up to one half (1/2) hour concerning the contract, at a scheduled appointment during normal business hours, to advise the Premium Member on any areas of concern and the implication of those provisions and their conformity to state or federal law (“Premium Contract Review”). The Premium Member must either be a party to or otherwise have an interest in the agreement pertinent to the Premium Member’s business. Premium Members are entitled to two (2) Premium Contract Reviews per month. If further legal services are required or requested by the Premium Member beyond those described in this subsection, such services may be provided at a discount. Premium Contract Reviews are subject to all exclusions from Service Benefits and any other limitations set forth in this agreement.

(C) **PRO MEMBERSHIP**: ADDITIONAL BENEFITS FOR PRO MEMBERS. Members with paid membership in a Pro plan (“Pro Members”) shall receive the following benefits in addition to the Service Benefits described above (together, “Pro Plan Benefits”):

(i) **MONTHLY CONTRACT REVIEWS**. Review by The Sterling Firm of contracts **up to fifteen (15) consecutive pages** total in length and one (1) telephone consultation of up to one half (1/2) hour concerning the contract, at a scheduled appointment during normal business hours, to advise the Pro Member on any areas of concern and the implication of those provisions and their conformity to state or federal law (“Pro Contract Review”). The Pro Member must either be a party to or otherwise have an interest in the agreement pertinent to the Pro Member’s business. Pro Members are entitled to two (2) Pro Contract Reviews per month. If further legal services are required or requested by the Pro Member beyond those described in this subsection, such services may be provided at a discount. Pro Contract Reviews are subject to all exclusions from Service Benefits and any other limitations set forth in this agreement.

(ii) **MONTHLY CONTRACT DRAFTING CREDIT**. Pro Members are entitled to a **\$50 credit to be used toward either custom document drafting or contract review services** provided by The Sterling Firm each month in accordance with the following:

1. Pro Members on Monthly Plans. Pro Members on monthly general counsel services will receive access to their first monthly credit award on the date that their first payment for the applicable plan is received by The Sterling Firm, and will receive each additional monthly credit award on the first of each succeeding month for the duration of membership. In the event your payment method is declined or otherwise fails, you will have fifteen (15) days to correct the issue. If you fail to correct the issue within 15 days, all accrued credits will be lost and your membership may be cancelled pursuant to this agreement. If a monthly credit award is not used in its entirety in the month the credit was awarded, the balance will roll over and you will be able to use the credits along with any other unused credits for six (6) months from the date the applicable credit was awarded. Balance roll-overs are subject to a maximum balance of \$300. If the balance in your account exceeds this amount, your oldest credit award(s) will be forfeited until your balance is \$300 or less. There is no limit to the number of transactions you may apply your credits to. You may accumulate and use monthly credits toward any single transaction or transactions, subject to the limitations provided herein. Credits are non-transferable and may not be combined with credits from another general counsel service membership. If you cancel your general counsel services, any accrued credits will be immediately forfeited. If your monthly payment date is later than the date that you received your monthly credit award, and you used the credit award for that



month before you cancelled your membership, you will be responsible for reimbursing The Sterling Firm for the amount of the credit award, and you expressly authorize The Sterling Firm to charge any payment method on file.

2. Pro Members on Annual Plans. Pro Members that have paid for a year of membership will receive immediate access to all twelve months of their monthly \$50 credits in a lump sum totaling \$600 on the date that their full payment for the annual membership is received by The Sterling Firm, and will receive an additional \$600 lump on the date that payment is received for each annual renewal membership term. In the event your payment method is declined or otherwise fails, you will have fifteen (15) days to correct the issue. If you fail to correct the issue within 15 days, all accrued credits will be lost and your membership may be cancelled pursuant to this agreement. If the \$600 credit award is not used in its entirety during the membership year the credit was awarded, the balance will not roll over into subsequent membership terms. There is no limit to the number of transactions you may apply your credits to. Credits are non-transferable and may not be combined with credits from another general counsel service membership. If you cancel your general counsel service membership, any accrued credits will be immediately forfeited.

4. NO LIMITATIONS TO MEMBER'S RIGHT TO OBTAIN ADDITIONAL COUNSEL. Nothing in any general counsel service plan or in this agreement shall be construed to limit the right of a member to retain, at his or her own expense, an unaffiliated attorney.

5. LIMITED SCOPE SERVICES. The following items and matters are specifically excluded from the general counsel services, and are not to be considered or treated as benefits under any general counsel service plan offered by The Sterling Firm:

- (A) Matters involving any of the following: Tax; Pending or contemplated litigation; Criminal investigations; Regulatory or administrative investigations or inquiries; Settlement agreements; Opinion or clearance letters; Patents; Class action defense; Bankruptcy; Admiralty; Securities; Antitrust; Landlord/tenant; Professional licensing; or Immigration;
- (B) Matters that, in the sole discretion of The Sterling Firm, require specialized legal knowledge or involve highly-regulated industries;
- (C) Any matter where the contract value of the agreement(s) or amount in dispute exceeds \$100,000 or if, in the sole discretion of The Sterling Firm, the value of the legal assistance or potential for malpractice liability against The Sterling Firm disproportionately exceed the consideration paid for the general counsel services;
- (D) Matters related to the Member's personal legal matters;
- (E) Any claim, action, matter or question which The Sterling Firm, in its sole discretion, determines was brought to the attention of The Sterling Firm too close to an applicable or potential statute of limitation, statute of repose, or any other deadline which prevents The Sterling Firm from having adequate time to properly prepare or investigate;
- (F) Any action based on acts or occurrences that are alleged to have occurred or conditions that were reasonably anticipated or foreseeable before the Member's enrollment that did or may give rise to a lawsuit by or against such Member;
- (G) Any matter involving the law of a jurisdiction outside of the United States or involving tribal or Native American legal issues;
- (H) Any matter that, in The Sterling Firm's opinion, is frivolous in nature or objective;



- (I) Any matter that, in The Sterling Firm's opinion, requires time or effort that exceeds the scope of the services; or
- (J) Any case matter or requested service that is determined by The Sterling Firm to lack sufficient merit to warrant pursuit, or that The Sterling Firm decides has been raised an inordinate or unreasonable number of times without a change in circumstances.

The Sterling Firm, in its sole discretion, may waive any of these exclusions, however, work on any of the excluded practice areas may be subject to additional fees. Any such fee increase shall be disclosed to, and approved by the Member prior to commencement of work.

6. **INSURANCE.** The Sterling Firm does maintain a form of malpractice insurance, however the scope of this agreement may not be covered under said insurance policy. Therefore, The Sterling Firm is making the following Professional Liability Insurance Disclosure. Pursuant to California Rule of Professional Conduct 3-410, The Sterling Firm is hereby informing member in writing that The Sterling Firm may not have professional liability insurance covering member's particular matters.

7. MEMBER'S USE OF GENERAL COUNSEL SERVICES; CHANGES TO SERVICES.

(A) **GENERAL PRACTICES.** You acknowledge that The Sterling Firm may establish general practices and limits concerning use of its general counsel services, including without limitation the maximum number of you may receive in a given period of time related to one or all subjects.

(B) **RIGHT TO CHANGE PRACTICES.** You acknowledge that The Sterling Firm reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. However, you have the right to cancel your general counsel service membership should we materially decrease benefits.

(C) **RIGHT TO CHANGE RATES.** You acknowledge that The Sterling Firm reserves the right to change or alter the services and prices on for its general counsel services at any time, in its sole discretion, with or without notice.

(D) **RIGHT TO CHANGE HOURLY RATES.** The Sterling Firm establishes its own hourly rates and may change them from time to time in The Sterling Firm's sole discretion. This means that the hourly fee for one matter may not be the same for a later representation. The applicability of any changes in fees for any ongoing representation shall be in accordance with the terms of the applicable separate agreement with The Sterling Firm. The Member acknowledges that the fees are completely negotiable.

8. **AUTHORITY TO ENTER AGREEMENT.** If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind such entity to these terms, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority or if you do not agree with this agreement, you may not sign up for or use any general counsel services. If after your purchase we find that you do not have authority to bind the entity for which you ordered, you will be personally responsible for the obligations in this agreement, including without limitation, the payment obligations. We are not liable for any loss or damage resulting from our reliance on any instruction, notice, document or communication, reasonably believed by us to be genuine and originating from an authorized representative of your company. If there is reasonable doubt about the authenticity of any such instruction, notice, document, or communication, we may, but are not obliged to, require additional authentication from you.



9. PAYMENT; BILLING; AUTOMATIC RENEWAL.

(A) GENERAL COUNSEL SERVICE FEE PAYMENTS. For any general counsel services that you purchase, you will be charged in full for the amount of the membership term you select upon purchase (e.g. monthly, annual), and you agree that for each renewal term for such general counsel service, the amount due for the next term will be due and immediately payable in full as of the first day of that renewed term. The payment method we have on file for you will be charged the applicable general counsel service fees on a recurring basis for the duration of your membership through each renewal term. PLEASE NOTE THAT EVEN IF YOU DO NOT USE ANY BENEFITS OR SPEAK WITH AN ATTORNEY, YOU WILL BE RESPONSIBLE FOR ANY GENERAL COUNSEL SERVICE FEES UNTIL YOU CANCEL YOUR GENERAL COUNSEL SERVICE MEMBERSHIP OR IT IS OTHERWISE TERMINATED PURSUANT TO THE TERMS OF THIS AGREEMENT.

(B) MONTHLY SUBSCRIPTIONS PAYMENTS. For all monthly subscriptions, the first 3 months will be billed in advance upon entering this agreement and is non-refundable. Thereafter, the Client will be billed on a monthly basis.

(C) BILLING & AUTOMATIC RENEWAL. Legal Plan Billing & Automatic Renewal: Your general counsel services subscription will automatically renew at the end of the initial plan term, and will continue on a recurring basis for each term thereafter unless you give notice of your intention to terminate your subscription pursuant to the terms of this agreement. Unless otherwise notified pursuant to this agreement, the charge, and term duration for each renewal term will be the same as the initial term. For monthly general counsel services, there will be a minimum of 3 months billed in advance upon signing and then thereafter billed monthly. THE MEMBER'S CREDIT CARD WILL BE CHARGED ACCORDING TO THE TERMS OF THE PLAN YOU SELECTED.

(D) NOTICE OF AUTOMATIC RENEWAL. You acknowledge and agree that The Sterling Firm is not obligated or required to provide notice of automatic renewal or monthly credit card charge.

10. FEE ADJUSTMENTS. The Sterling Firm may increase its fees for any general counsel services membership effective the first day of a renewal term, as applicable, by giving you notice of the new fees at least thirty (30) days before the beginning of the renewal term. If you do not cancel your membership pursuant to this agreement, you shall be deemed to have accepted the new fee for that renewal term and any subsequent renewal terms (unless the fees are increased in the same manner for a subsequent renewal term) and your payment method on file will be charged according to the new fee schedule. Reductions in fees become effective on the next renewal term without any pro rata reduction for the period covered under the prior fee schedule.

11. TERMINATION OR CANCELLATION.

(A) TERMINATION BY THE STERLING FIRM.

- (i) If you fail to pay for your general counsel service according to the payment plan you selected, your non-payment may result in suspension of service and subsequent termination of your membership. The Sterling Firm is under no obligation to perform services and this agreement is not effective until payment is received by you.
- (ii) If payment cannot be charged to your credit card or your charge is returned for any reason, including through a chargeback, The Sterling Firm reserves the right, in its sole and absolute discretion, to suspend or terminate access to your general counsel services, thereby terminating this agreement and all obligations of The Sterling Firm hereunder. If a charge made to your credit card is declined, The Sterling Firm may make multiple subsequent attempts to bill that card again in the future.



(B) TERMINATION BY THE CLIENT.

- (i) This agreement is effective upon you signing and there will be no refund once payment is made and The Sterling Firm commences any services.
- (ii) You have the right to cancel your membership before the applicable renewal period by calling The Sterling Firm at (310) 498-2750. After such cancellation, your general counsel services membership will remain active until the end of then-applicable period.

12. NO TAX ADVICE. You expressly acknowledge that The Sterling Firm does not provide tax advice.

13. SEVERABILITY. If any provision of this agreement is deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision shall be severed from this agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of the agreement.

14. GOVERNING LAW. This agreement is to be governed by and construed in accordance with the laws of the state of California, United States, without regard to choice of law principles. Any advice provided by The Sterling Firm is according to California law. Any information relating to other jurisdictions is not to be considered legal advice and is for educational purposes only.

15. SIGNATURE. Any signature (including any electronic symbol or process attached to, or associated with, this Agreement and adopted by Client with the intent to sign, authenticate or accept this Agreement) including affixed by email correspondence shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, and the parties hereby waive any objection to the contrary.

16. COUNTERPARTS. This Agreement may be executed in two or more counterparts, such as transmitting assent via email, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[DATE AND SIGNATURE SUBMITTED ELECTRONICALLY VIA EMAIL TRANSMISSION]