

LAW OFFICE OF
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October 7, 2016

Chad Whitacre, Founder

Re: Engagement Letter
Via email

Hi, Chad —

I'd like to thank Gratipay, LLC for seeking to work with me. After our call, I'm excited to advise you on the interesting (possibly unique!) challenges you face. The purpose of this letter is to set out the terms of our engagement.

What services will I provide you?

I will counsel Gratipay on product, intellectual property, and business development questions as requested by you or other authorized representatives of your company. If you would like to retain me for other matters, such as litigation, we will agree to a new engagement letter to cover those matters.

Please note that I am representing only Gratipay, not Chad, nor any other person or entity. If you need legal advice as an individual, please contact me and I can engage you or refer you to another lawyer as appropriate.

How will you pay me?

You will pay me for all time spent at a rate of \$375 per hour, billed in increments of one-tenth of an hour. If necessary and appropriate, I may also charge you for any out-of-pocket costs, such as filing fees or other administrative costs. Before incurring such costs, I will inform you that it is necessary, estimate the price, and get approval from you.

When appropriate for a new project I am happy to work with you to define a project plan and negotiate a fixed fee for that project. However, if we do not put a plan and fee in writing, my normal fees will apply.

My rates are subject to change, typically annually. If you decline to pay my increased rates, I have the right to withdraw as your attorney to the extent permitted under the Rules of Professional Conduct of the State Bar of California or applicable law.

How will I maintain your files?

I typically use Google Docs to maintain files and exchange documents with my clients. I'm also comfortable working directly in GitHub. I do not maintain paper copies of my files, unless you otherwise instruct me in writing or I am required to do so for some other reason. If any of this is problematic for some reason, please let me know — we can discuss use of other tools as necessary.

When our engagement ends, I will retain any relevant files for a period of at least two years after our engagement ends. During that period, you may request the return of those files at any time. Afterwards, you hereby authorize me to destroy or delete the files.

How will our engagement end?

You may end our engagement at any time. I may also withdraw with your consent, for good cause, or if otherwise permitted under the Rules of Professional Conduct of the State Bar of California, such as for failure to pay my fees as required by this Agreement.

When our engagement ends, all unpaid charges will be due and payable immediately.

How will fees and taxes be handled?

I am not responsible for payment of any maintenance fees, taxes, or annuities on any filings I do on your behalf (such as trademark filings). If any work we do together might incur such fees or taxes, I inform you of such costs ahead of time, or work out a plan with your administrative staff to take on such responsibilities.

I am not a tax attorney and you should consult one when that is appropriate.

What happens if I need to evaluate my own rights or responsibilities in connection with this agreement?

I may need to evaluate my own rights or responsibilities in connection with this agreement by consulting with another attorney. In that situation, a conflict of interest might be deemed to exist between me and you, particularly if a dispute were to arise between us. As a condition of this engagement, you consent to such a consultation, and waive any claim of conflict of interest based on such consultation, even if doing so might be deemed adverse to your interests.

How will I bill you?

I will send you monthly bills for my fees, payable within thirty days. These bills will include a brief description of the work done and time spent. Please promptly review all my bills, and communicate to me within ten working days any objections, questions, or concerns about their contents. These bills will be sent as PDFs to:

vendors@gratipay.com

cc chad@zetaweb.com

If you would prefer to receive bills on paper, please let me know.

How will we formalize this agreement?

Please review this letter in its entirety. If you have any questions about its terms, please feel free to ask me or any other attorney. If it correctly reflects the terms we have agreed to, please sign a copy of this agreement in the space provided below and return it to me by email at luis@lu.is.

Sincerely,

A handwritten signature in blue ink that reads "Luis Villa" with a long, sweeping horizontal line extending to the right.

Luis Villa, Attorney

Agreed to on _____ :

By:

Chad Whitacre, Founder

Gratipay, LLC

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LUIS@LU.IS