



LAW EXPLAINER

PETER KOVALSKY | peter@lawexplainer.com | (650) 425-7818

Thanks for choosing Law Explainer! This engagement letter is a contract between Law Explainer (“I”, “me”, “my”) and (“you”, “your”). Its purpose is to set out the terms and conditions of our engagement in writing, as required by the State Bar (and common sense). Please read it carefully before signing it, and contact me if something’s confusing or if there’s anything you’d like to change. Nothing in this letter will be legally binding on either of us until both of us have signed it.

Scope of Services

The services I’ll provide you will be limited to providing legal information, but not legal **advice**. Unhelpfully, the distinction between “legal information” and “legal advice” is both important and ill-defined; for the purposes of our engagement and this letter, legal information looks like “this is what the law does/says” and legal advice looks like “this is what the law does/says **and this is what you should do based on that.**” In other words, I’ll help you figure out the law, and I’ll help you understand and implement your primary attorney’s legal advice, but I won’t tell you what to do based directly on the law itself. Similarly, **I won’t represent you in any matter** – I won’t make filings, write demand letters, negotiate, litigate, or otherwise act on your behalf. If you’d like me to do any of those things for you, let me know and we’ll see about forming a separate agreement for that.

I’ll also take reasonable steps to keep you informed about my progress on outstanding tasks and to respond promptly when you’ve got things to say or questions to ask.

Your Duties

You have a duty to be truthful with me, to cooperate with me and provide me with the materials and information I’ll need to provide you with the services you’ve asked for. You also have a duty to follow the terms of this engagement, to pay my bills on time, and to keep me updated about any changes to your address, email address, phone number, and whereabouts (in case I need to mail you things or urgently contact you).

Subscription Fees

I offer several different subscription plans, each of which entitles you to some number of projects per month. Please select the subscription plan you’d like from the list below. Be aware that projects are use-them-or-lose-them – that is, if you’re on a 5-projects-per-month plan and use 4 projects this month, the remaining project won’t roll over to the next month. If you’re on a 5-projects-per-month plan and need me to do a 6th project, that’ll be billed as a one-off project. For each unused project at the end of the month, I’m happy to make a project available to a charity of your choice.



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Per-Project Fees

I don't charge by the hour. Instead, my flat, per-project fees depend on the type of project you'd like my help with. For purposes of this engagement, projects come in three types:

- (1) Starting from **\$150** – Projects where we speak via phone or Skype, or correspond via email or otherwise, but I don't produce any special materials for you beyond our correspondence;
- (2) Starting from **\$225** – Projects where I create materials for your internal use – for example, reference materials, primers on legal issues, guidelines for your engineering or social media team, etc.; and
- (3) Starting from **\$300** – Projects where I create materials for you to share with or distribute to others outside your business – for example, policy explanations for business partners, detailed notes or analysis for your attorney, customer-facing legal information or notices in plain English, etc.

Before I start work on any project that's not part of a subscription plan, we'll need to agree on which of these types it falls into, and whether any fee adjustment is appropriate based on the scope of the project. The fee for a given project will **never** go up after I've started work on it, regardless of how much time or effort it ends up requiring.

Fee Changes

The subscription and per-project fees described above are subject to change at any time. That said, no fee increase will affect any project already under way or any subscription period already paid-for (for example, if you've prepaid for 6 months, your price will only go up at the end of those 6 months).

Subscription Billing

You'll need to pay your full subscription fees at the **start** of each subscription period, as I won't start work until you've done so. I'll send you a reminder or invoice prior to the start of each of your subscription periods. You can always ask me for a running tally or a detailed invoice; in either case, I'll send that to you within 10 days of your request.

Be aware that subscription fees are non-refundable, no matter how far out you've prepaid or how much time remains in your subscription period.

Per-Project Billing

For projects that don't fall under a subscription, I'll send you an invoice that summarizes the projects I did for you each calendar month and lists the relevant fees, within 10 days of the end of that month. If you still haven't paid that invoice within 30 days of the mailing date, I'll charge you interest on the unpaid balance at a rate of 12% per year or at the highest rate permitted by law, whichever is less. You can always ask me for a running tally or a detailed invoice; in either case, I'll send that to you within 10 days of your request.



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Work Product

Any materials I create for you, whether for your internal use or for distribution to others, are provided "as is" and are to be used for educational purposes only. You should have your attorney review them before making use of them.

Also, all materials I create for you, whether for your internal use or for distribution to others, are intellectual property that belongs to me. I'll remain free to reuse or rework any of those materials (but not any of your confidential or proprietary information) for other clients or purposes, and generally to do all the things intellectual property owners are entitled to do with their intellectual property. You'll have a license to use those materials within the scope of the project. Here's the legalese that makes that happen: I hereby grant you a non-exclusive, royalty-free license, without the right to sublicense, to any and all materials I create for you under this engagement letter, with your use limited to the scope contemplated by this engagement letter and any written correspondence regarding that particular project.

Termination of Engagement

You can fire me at any time, but subscription fees already paid won't be refunded, and you'll still have to pay me for any project I've done for you but haven't yet been paid for. I can fire you as a client with your consent or for good cause. "Good cause" includes things like your refusal to follow the terms of this engagement letter, your refusal to cooperate or follow my advice on something material, or a situation where continuing to work with you would be unethical or illegal for me (for example, if I know you intend to commit fraud). At your request, I'll be happy to provide you with my files on you and the projects I've done for you, even if you're not fully paid up. Be aware that I'll keep copies of everything for record-keeping purposes and to defend myself in case of a dispute with you.

Disclaimer of Guarantees

I'm only licensed to practice in California. As I explained above, I won't give legal **advice** without a separate agreement. That said, I'm **especially** not providing legal advice on matters of local law in other states, where I'm not licensed. Everything I say to you will be my best professional opinion, but will not be a promise or a guarantee about the state of the law or the outcome of any matter. I will never make such a promise or guarantee (and you should be suspicious of any lawyer who would).

Miscellaneous Legalese

(1) Limitation of Liability. I will not be liable to you for any indirect, consequential, or special damages, and in no event will my liability to you exceed the amount you've paid me for the project or subscription period from which the liability arises.

(2) Integration. No other agreement, statement, or promise made on or before the final signing date of this letter will be binding on either of us. However, any subsequent written correspondence with regard to any particular project or subscription period shall be considered part of this agreement.



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(3) Choice of Law. Any dispute resulting from this letter, or pertaining to the meaning, effect, or validity of any portion of this letter, will be resolved under California state law, without regard to its conflict of laws provisions.

(4) Severability. If any provision or portion of this letter is held to be unenforceable for any reason, the remainder of that provision and this letter will be severable and remain in effect.

(5) Modification. The terms of this letter can only be modified by a written agreement between us, signed by both of us.

Thanks again for choosing Law Explainer. I look forward to working with you and I hope that you'll be pleased with my services. Please let me know at any time if you feel that my services or promptness can be improved, or if you'd like to tell me about how I can be of better service to you.

AGREED

Peter Kovalsky

Law Explainer