



Legal Services Agreement

This Legal Services Agreement (“**Fee Agreement**”) is entered between by Dev Counsel Law, P.C. (“**Dev Counsel,**” **us,**” or “**we**”) and the individual or entity listed on the signature block (“**Client,**” “**you,**” or “**your**”). This Fee Agreement is effective as of the date Legal Services (defined below) are first provided by Dev Counsel to Client. As used in this Fee Agreement, “Dev Counsel” means Dev Counsel and any licensed attorneys, employees, or agents of Dev Counsel.

1. Scope of Legal Services

You are hiring Dev Counsel to provide legal services in the matters you may request and we agree to perform from time to time (“**Legal Services**”). The specific Legal Services will be described in an invoice or any other written agreement acknowledged and agreed to by both you and us, including emails, order forms, or statements of work (collectively, “**Transactional Documents**”). Transactional Documents are incorporated into this Fee Agreement by reference.

2. Eligibility

Some or all Legal Services may not be available to every client, and we may limit the provision of Legal Services for various reasons, including, without limitation: (i) a conflict with an existing or previous client; (ii) the area of law involved; and/or (iii) your state or jurisdiction. Before providing any Legal Services, we will determine whether any conflicts or potential conflicts prevent us from providing the Legal Services and notify you of any limitations.

3. Representation

If you are entering this Fee Agreement on behalf of a business entity, you acknowledge that our representation is for your business only and not you personally. You represent that you have the authority to enter into this Fee Agreement on behalf of your company. If there are additional owners, partners, or other interested parties in your business, you further represent that you have their consent to enter this Fee Agreement, if necessary. Additionally, you understand that there may be situations that create a conflict between the legal interests of your business and you or any other owner personally, and in any such instances, our representation and duty is to the business and not any one person.

4. Excluded Services

Unless otherwise agreed in writing, we will not provide litigation or tax services. Documents prepared by us may have specific tax ramifications, and you should consult with tax advisors regarding these matters to ensure you understand and are certain of any potential tax consequences.

5. Fees for Services

You agree to pay the fees in all agreed-upon Transactional Documents according to the terms of such Transactional Documents (“**Legal Fees**”). You understand that all Legal Fees are earned upon payment, and we do not collect deposits or retainers unless stated otherwise in a Transactional Document. Legal Fees are NOT held in trust.

6. Termination

You may terminate this Fee Agreement upon written notice to us. Termination does not relieve your obligation to pay all undisputed Legal Fees for Legal Services provided by us up to the termination date. You acknowledge and agree that we may offer Legal Services on a subscription or package basis and that the price for such services may reflect a discount off our standard “a la carte” pricing. Accordingly, if you terminate this Fee Agreement before the completion of the Legal Services specified in an executed Transactional Document, you will remain obligated to pay the full amount specified in the Transactional Document without refund or credit.

We may terminate this Fee Agreement with your consent or if permitted under the Rules of Professional Conduct of the State Bar of California. We may withdraw for good reason in the following non-exhaustive reasons: (i) your conduct renders it unreasonably difficult for us to carry out the engagement effectively; and/or (ii) you fail to pay Legal Fees or costs as required by this Fee Agreement.

7. Disclaimer of Guarantee

Our comments about the outcome of a matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Nothing in this Fee Agreement or our statements to you should be considered as a promise or guarantee about the outcome of any matter.

8. Legal Content

We may provide content either through our website or directly to you containing legal content that is generic, such as templates, guides, and articles ("**Legal Content**"). Such Legal Content is for informational purposes only and does not constitute specific legal advice, even if it was selected and personally delivered to you. We retain all ownership and intellectual property rights in the Legal Content, and you acknowledge that this Fee Agreement does not grant any title or right of ownership in or to the Legal Content or any component or to any associated documentation, materials, or intellectual property rights, or to any related enhancements, customizations, modifications, feedback, or improvements.

9. Client Content

In the provision of Legal Services, we may create or modify Legal Content for you customized for your specific needs ("**Client Content**"). Client Content will be owned by us, and Dev Counsel may further use, modify, and create derivative works from Client Content, provided such use does not use your name or logo or disclose your confidential or proprietary information. Conditioned upon payment of all applicable Legal Fees, we hereby grant you an irrevocable, perpetual, and non-sublicensable license to use Client Content for your internal business purposes only.

10. Malpractice Insurance

We have and will maintain legal malpractice insurance applicable to the Legal Services. We will notify you within fourteen (14) days of any known lapses or if we no longer maintain malpractice insurance.

11. Third-Party Services

We use cloud computing and related online services provided by third-party services providers ("**Third-Party Services**"). Most of our electronic data, including emails and documents, are stored this way. We currently utilize the following Third-Party Services to provide Legal Services: (1) Google Drive (cloud-based document storage); (2) Google Email; (3) Gavel (document automation software); (4) DocuSign (electronic signature software); (5) Calendly (online calendar integration); and (6) Monday.com (project management software). By entering into this Fee Agreement, you consent to our use of such Third-Party Services for the storage, transmission, and communications, and you acknowledge and agree that such Third-Party Services may have access to your related data.

12. Electronic Signatures

We utilize [DocuSign](https://www.docusign.com) for sending and receiving documents requiring an electronic signature. While most jurisdictions accept electronic signatures, we cannot guarantee that electronic signatures are appropriate for all use cases. By purchasing Legal Services that include the use of electronic signatures, you agree to our use of DocuSign and acknowledge that DocuSign may have access to the content and information inputted into their service. For more information on the data security practices of DocuSign, please visit <https://www.docusign.com/trust/security>.

13. Confidentiality

"**Confidential Information**" includes any content or information communicated in confidence to us or which we should reasonably understand as confidential or proprietary. The protection of Confidential Information is covered under applicable laws, rules, and regulations related to attorney-client confidentiality and attorney-client privilege. We will comply with

California Rules of Professional Conduct 3-100 (Confidential Information of a Client) and will not use or disclose your confidential information without informed consent unless otherwise expressly permitted under Rule 3-100.

14. Disputes

For any dispute with us, you agree to contact us at greg@devcounsel.com and attempt to resolve the dispute informally. For any dispute that cannot be resolved informally, then we both agree to settle the dispute through binding arbitration by the American Arbitration Association (“AAA”) and that such arbitration shall apply to the laws of the State of California and will be conducted exclusively in the State of California.

15. Additional Agreements

This Fee Agreement forms the core document applicable to the provision of Legal Services by us to you but may be supplemented by other agreements depending on the type of Legal Services provided (“Additional Agreements”). If applicable, the following additional agreements are incorporated into this Fee Agreement by reference:

- [Subscription Agreement](#). This agreement applies to Legal Services provided on a recurring monthly basis.
- [Document Packages Terms and Conditions](#). This agreement applies to Legal Services provided as a package (i.e., multiple legal documents and/or services provided for a single fee).
- [ContractsCounsel Supplement](#). This supplement applies if you are a client introduced to DevCounsel through the ContractsCounsel marketplace.

16. Miscellaneous

This Fee Agreement, along with any Additional Agreement and any Transactional Documents, contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. If any provision of this Fee Agreement is held in whole or in part to be unenforceable for any reason, the remainder of the Fee Agreement will be severable and remain in effect. This Fee Agreement may only be modified by a written agreement signed by both parties.

THE PARTIES HAVE READ AND UNDERSTAND THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE DEV COUNSEL FIRST PROVIDED LEGAL SERVICES.

THIS AGREEMENT IS NOT EFFECTIVE UNTIL BOTH CLIENT AND DEV COUNSEL HAVE SIGNED BELOW.

DEV COUNSEL LAW, P.C.

By: _____

Name: Gregory Butler

Title: Attorney, President

Date: _____

Phone: 760-692-7543

Email: greg@devcounsel.com

CLIENT:

By: _____

Name: _____

Title: _____

Date: _____

Phone: _____

Email: _____