

Welcome!

Legal Design

For Small & Medium Firms



*Clarity,
Compliance,
and Client Trust*

By Tessa Manuello

Founder & CEO Legal Creatives

**Legal
Creatives**
legalcreatives.com

Agenda for the Session

1

Legal Design: Myths & Realities

Theoretical Foundations

2

Practical Contract & Legal Design Examples

3

International Plain Language Standards

ISO Norms

4

Generative AI & Legal Design in Action

5

Next Steps & Additional Resources



Tessa Manuello

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Founder, Legal Creatives • Helping Lawyers Build Contract & Legal Design Capability • Legal Design pioneer • Speaker • Coach • Consultant • 2,500+ lawyers trained worldwide.

Before founding Legal Creatives, I practiced in international arbitration, working on complex cross-border disputes. I later trained in design, creative thinking and facilitation, experience that deeply shaped my approach to teaching, systems thinking, and professional learning.

Today, my work sits at the intersection of law, design, and operational excellence. My focus is not on theory alone, but on practical execution, professional standards, and repeatable implementation.

“ Curiosity Corner

In my arbitration days, I saw that most disputes didn't start with bad law; they started with bad communication. We shouldn't be designing for the 1% chance of a judge seeing the document; we should be designing for the 99% chance that a client needs to follow it without calling you for the fifth time today



Our Mission

We provide the blueprint for the modern practitioner: an immersive, hands-on learning experience designed to turn legal design theory into immediate, actionable results for your firm.



2,500+ Legal Professionals
Trained in 65+
Countries



5-Star Rated & Better
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100% of Participants
Apply The Skills
at Work Daily

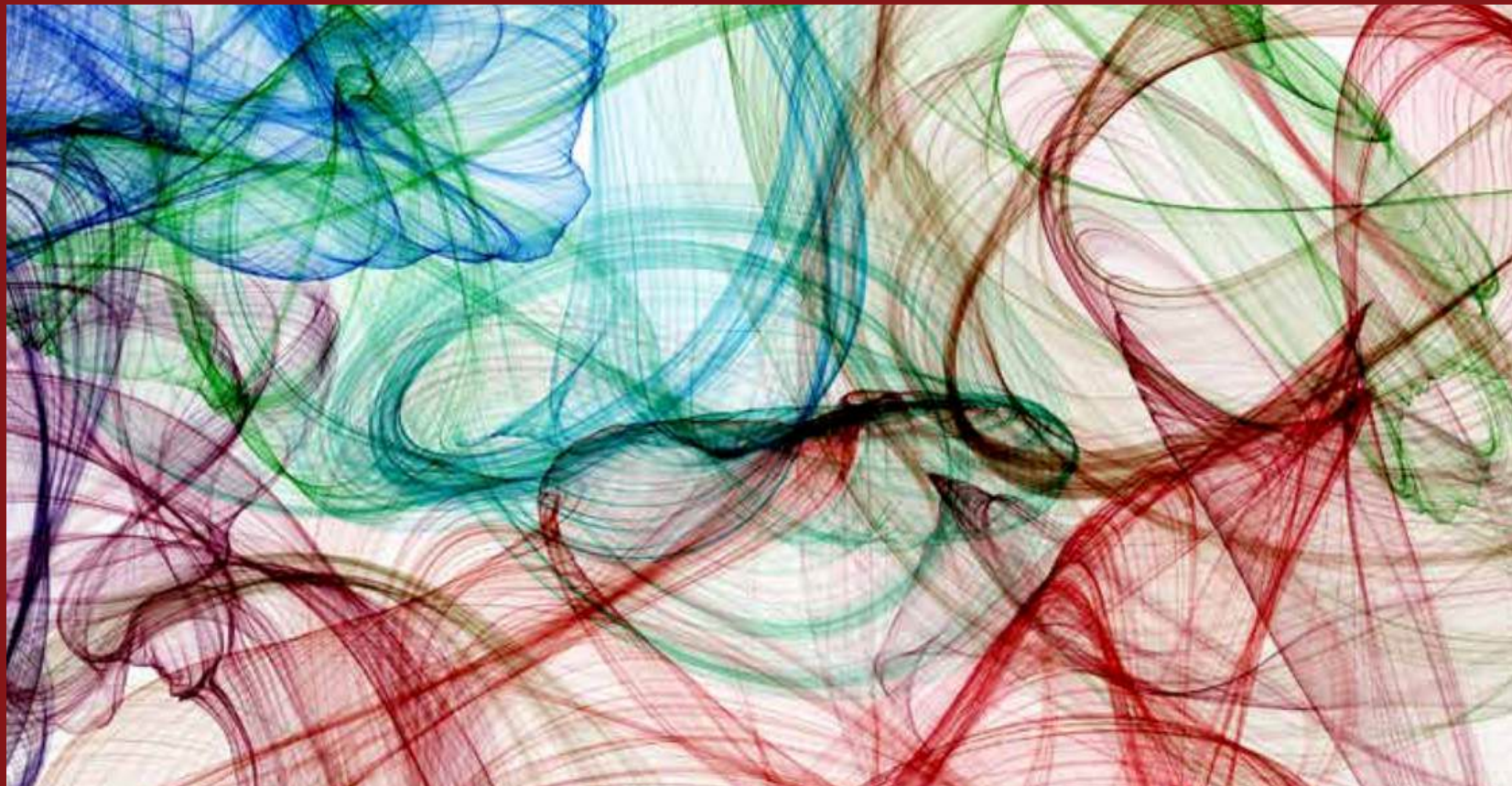


#1 Rated Course
on Contract &
Legal Design

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Part 1

Legal Design: Myths & Realities

Theoretical Foundations

**Contract &
Legal Design**



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Myth

Legal Design is an **aesthetic skin** used to make websites look modern or contracts look cool with icons.



Reality

Legal Design is not just how it looks; it's how it works. It's the strategic engineering of information to **increase usability, compliance and speed.**

Legal Design – Definitions



Legal design is the application of human-centered design to the world of law, to make legal systems and services more human-centered, usable, and satisfying.

- Margaret Hagan, Executive Director Legal Design Lab at Stanford Law School and Lecturer at the Stanford Institute of Design (the d.school).



Legal design applies human-centered design to the world of law to enable desirable outcomes and prevent the causes of problems from arising and developing into conflict and disputes.

The Legal Design Alliance, legaldesignalliance.org



For a business lawyer, proactive law is about providing legal certainty. It is about localizing and recognizing the “mines” and preventing them from exploding.

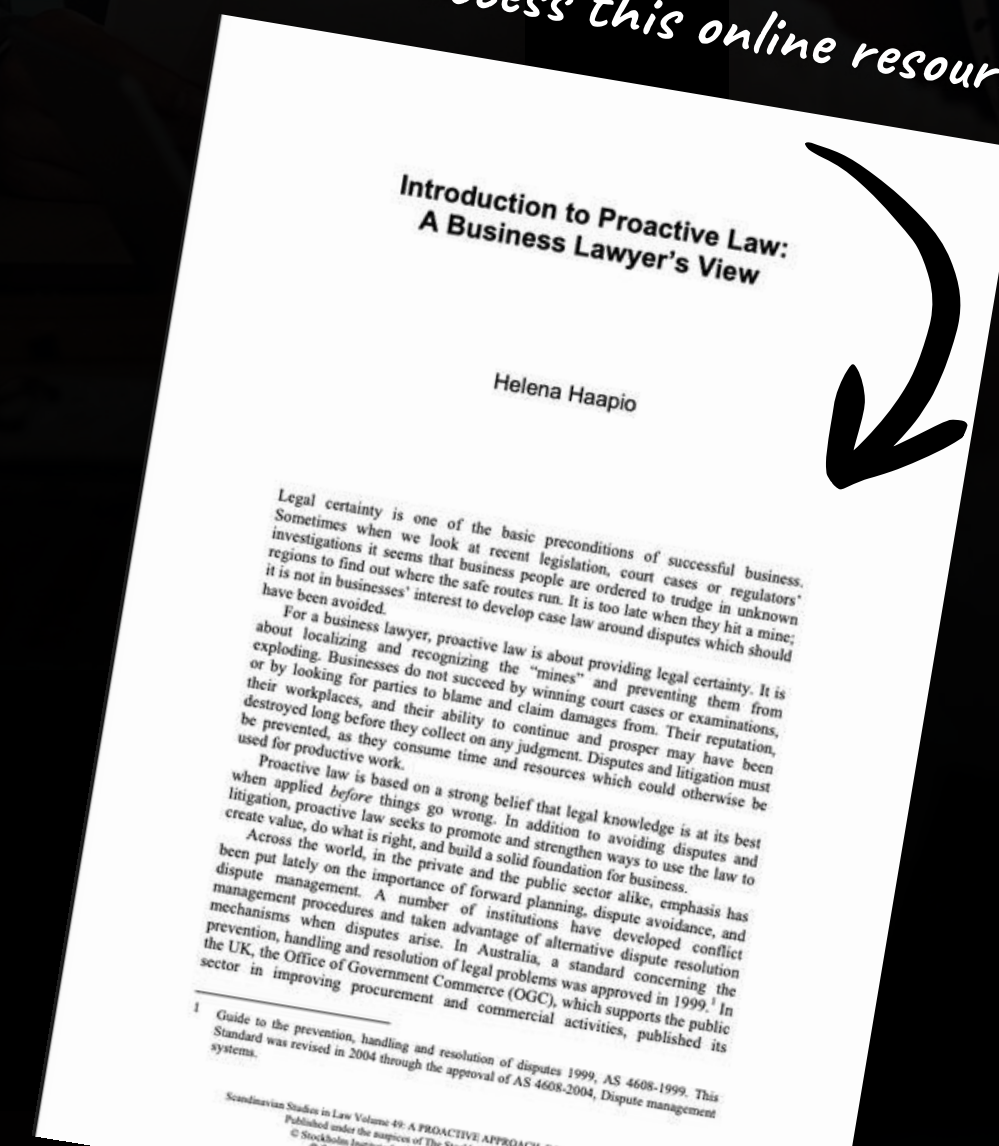
- Helena Haapio

Pioneer of Proactive Law and contract design.

A practitioner by day and an author and editor by night.

Based in Helsinki, Finland

Click to access this online resource



**Introduction to Proactive Law:
A Business Lawyer's View**

Helena Haapio

Legal certainty is one of the basic preconditions of successful business. Sometimes when we look at recent legislation, court cases or regulators' investigations it seems that business people are ordered to trudge in unknown regions to find out where the safe routes run. It is too late when they hit a mine; it is not in businesses' interest to develop case law around disputes which should have been avoided.

For a business lawyer, proactive law is about providing legal certainty. It is about localizing and recognizing the "mines" and preventing them from exploding. Businesses do not succeed by winning court cases or examinations, or by looking for parties to blame and claim damages from. Their reputation, their workplaces, and their ability to continue and prosper may have been destroyed long before they collect on any judgment. Disputes and litigation must be prevented, as they consume time and resources which could otherwise be used for productive work.

Proactive law is based on a strong belief that legal knowledge is at its best when applied *before* things go wrong. In addition to avoiding disputes and litigation, proactive law seeks to promote and strengthen ways to use the law to create value, do what is right, and build a solid foundation for business.

Across the world, in the private and the public sector alike, emphasis has been put lately on the importance of forward planning, dispute avoidance, and dispute management. A number of institutions have developed conflict management procedures and taken advantage of alternative dispute resolution mechanisms when disputes arise. In Australia, a standard concerning the prevention, handling and resolution of legal problems was approved in 1999.¹ In the UK, the Office of Government Commerce (OGC), which supports the public sector in improving procurement and commercial activities, published its

¹ Guide to the prevention, handling and resolution of disputes 1999, AS 4608-1999. This Standard was revised in 2004 through the approval of AS 4608-2004, Dispute management systems.


Scandinavian Studies in Law Volume 49: A PROACTIVE APPROACH
Published under the auspices of The
© Stockholm Institute of Law

Adversarial Legal Mindset

- Reactive in Nature.
- Risk-Centric Approach.
- Zero-Sum Mentality.
- Combative Communication Style.
- Strains Relationships.

Proactive Law Mindset

- Collaborative and Solution-Oriented.
- Preemptive Risk Management.
- Integrates Business Goals.
- Focuses on Win-Win Outcomes.
- Empowers Stakeholders.

A background image showing two business professionals, a man and a woman, looking at a document. The man is on the left, wearing a suit and tie, and the woman is on the right, wearing a dark top. They are both looking down at a document in the center. The image is overlaid with a semi-transparent yellow filter.

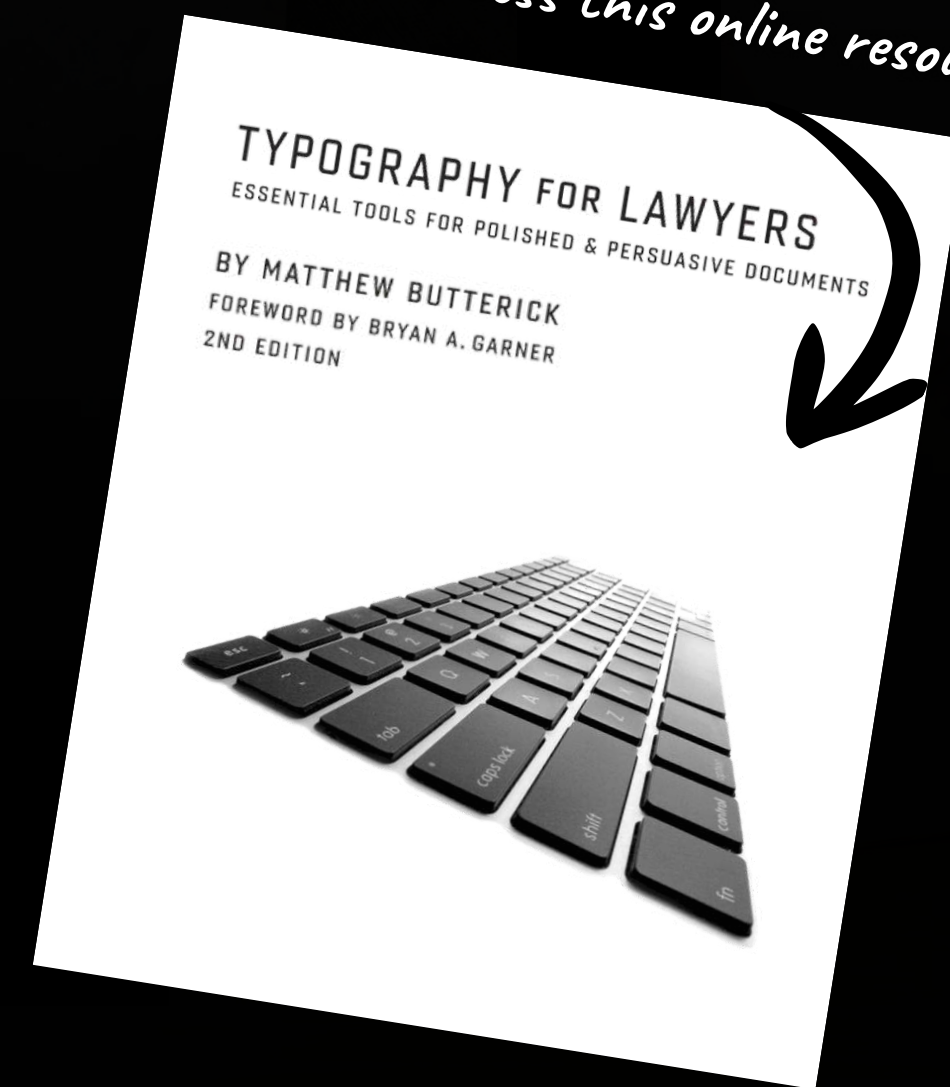
9 out of 10 of business professionals find their contracts difficult if not impossible to understand.

World Commerce & Contracting Research



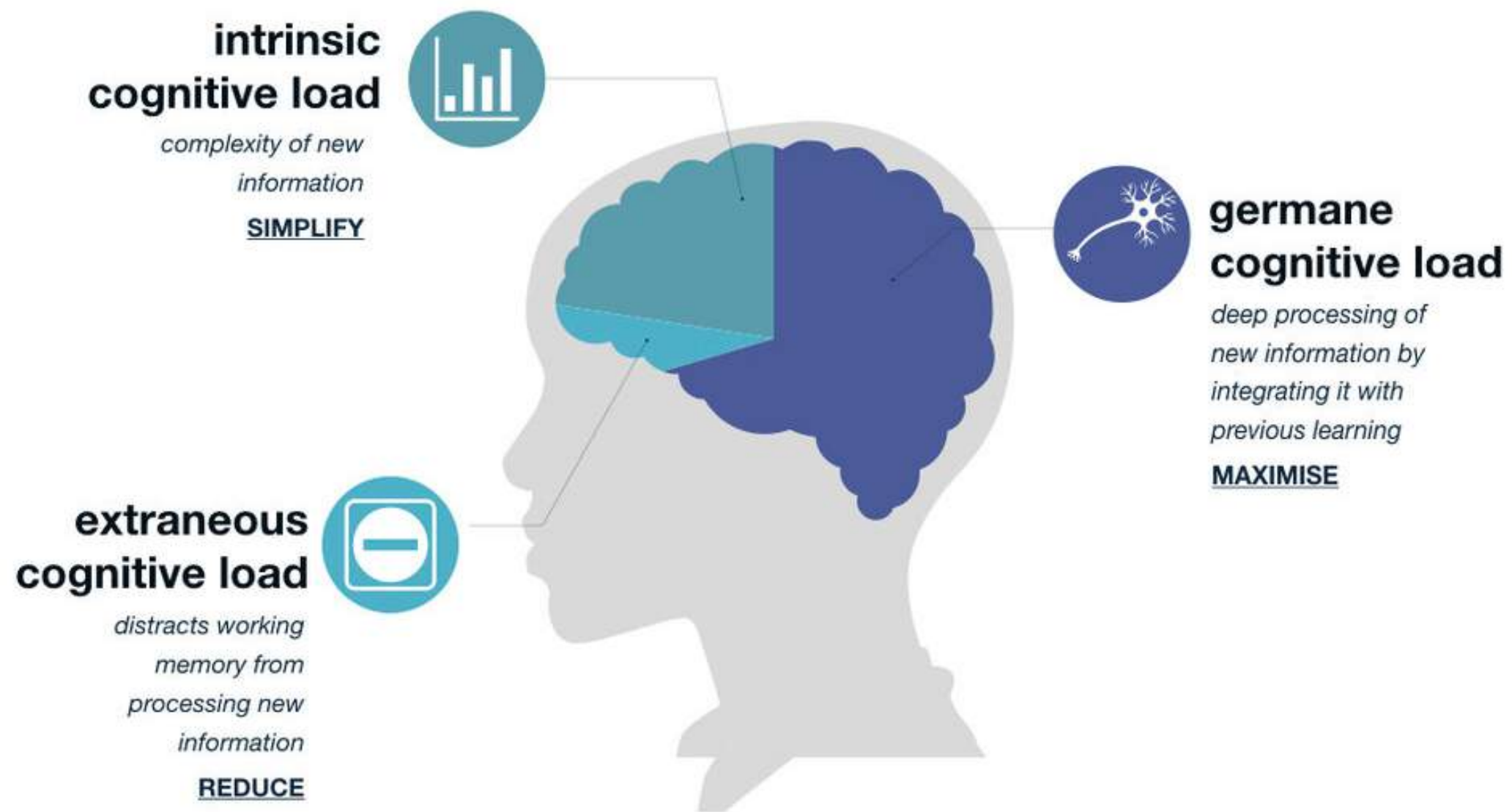
Most contracts are poorly designed. No one wants to read a contract.

Click to access this online resource



Cognitive Load Theory

Cognitive Load Theory explains how our brain processes information through three types of mental load.



Application for legal documents:

- **Intrinsic load** caused by the complexity of the legal language.
- **Extraneous load** caused by dense paragraphs, and the wall of text that make documents harder to read.
- **Germane load** is the mental effort that is required to support comprehension.

Legal design helps manage these loads to support better understanding and information retention, on the first read.

A man in a brown shirt is covering his eyes with his right hand, looking distressed or frustrated. The background is dark grey.

Myth

If I use plain language or visuals, I'm losing the precision required for court or losing the legal substance.

A man with glasses and a white shirt is pointing upwards with his right hand, looking surprised or excited. The background is a bright yellow-green color.

Reality

Legal design increases compliance by ensuring the user actually understands their obligations.

A contract that a client doesn't understand is a contract they are more likely to breach!



The 1 Million-Dollar Comma Case

Before

This agreement shall be effective from the date it is made and shall continue in force for a period of five (5) years from the date it is made, and thereafter for successive five (5) year terms, unless and until terminated by one year prior notice in writing by either party.

ROGERS' UNDERSTANDING:

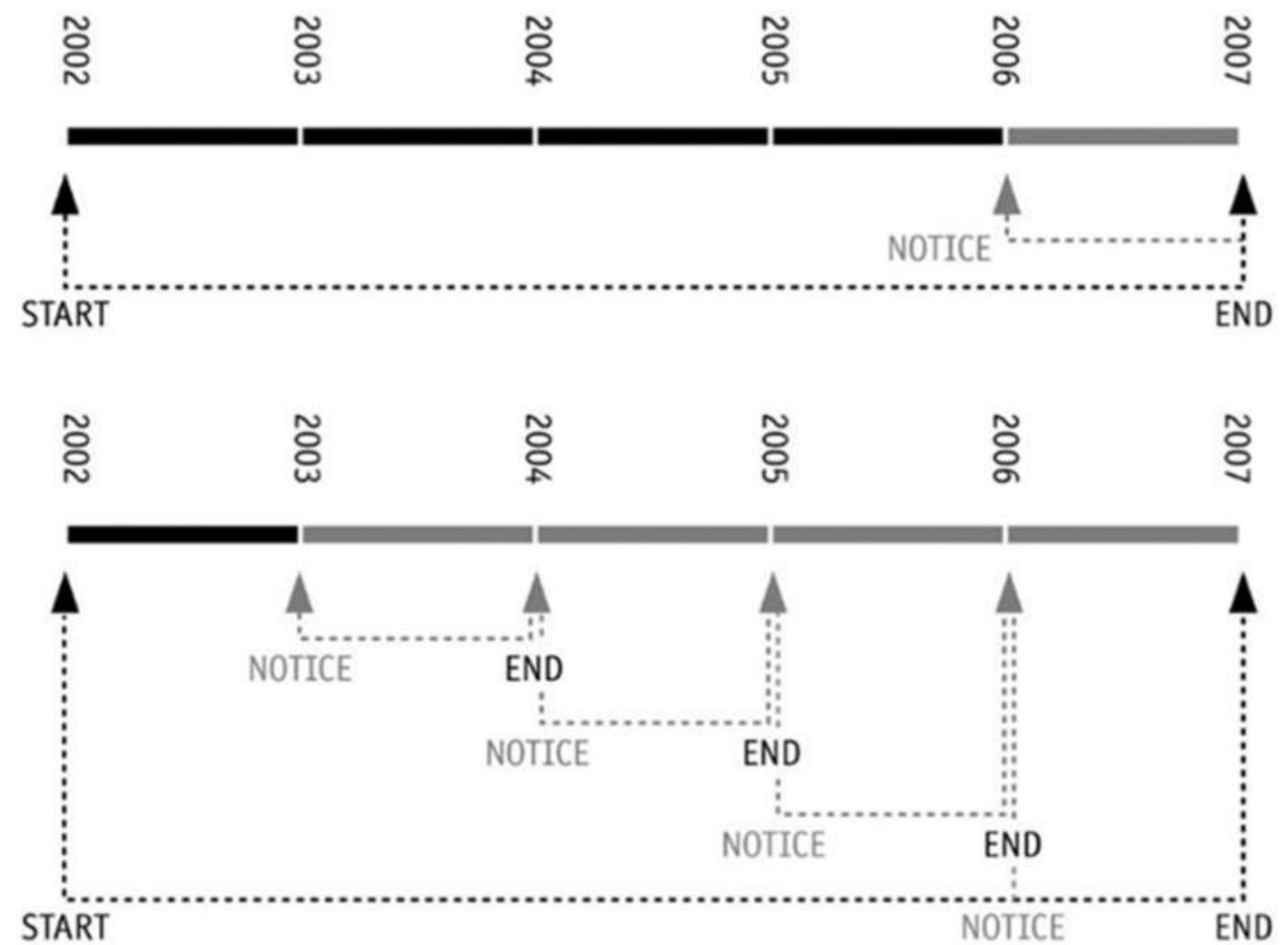
The contract is valid for an initial period of 5 years. One year prior to the end of this period, either party can give one year's notice to terminate.

After

ALIAN'T'S UNDERSTANDING:

The 5-year contract can be terminated at any time with one year's notice.

© 2011 Stefania Passera & Helena Haapio



A woman in a grey suit is shown from the chest up, looking down with a stressed expression. Her hands are pressed against her temples, and she appears to be holding a smartphone. The background is dark and out of focus.

Myth

I need to hire a graphic designer or invest in expensive, specialized software to implement Legal Design in my practice.

A woman in a light-colored suit is shown from the chest up, smiling broadly. Her hair is pulled back, and she has a positive, confident expression. The background is a bright, solid yellow color.

Reality

Legal Design is a mindset, not a software suite. You can build high-impact documents using the tools you already use every day: **Word and PowerPoint.**

Option 1 – Legalese

Delivery Clause:

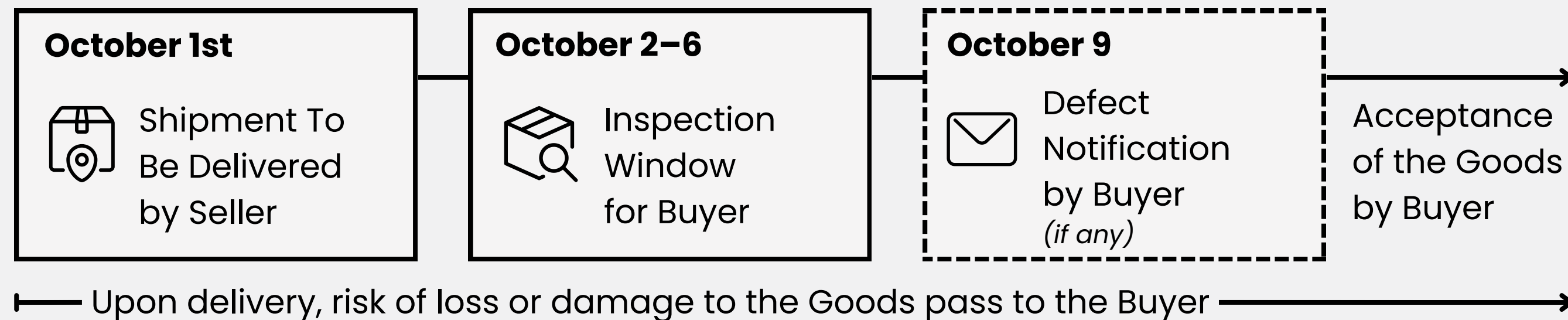
The Seller shall deliver the Goods to the Buyer no later than October 1st. Upon delivery, the risk of loss or damage to the Goods shall pass to the Buyer. The Buyer shall inspect the Goods within five (5) business days of delivery.

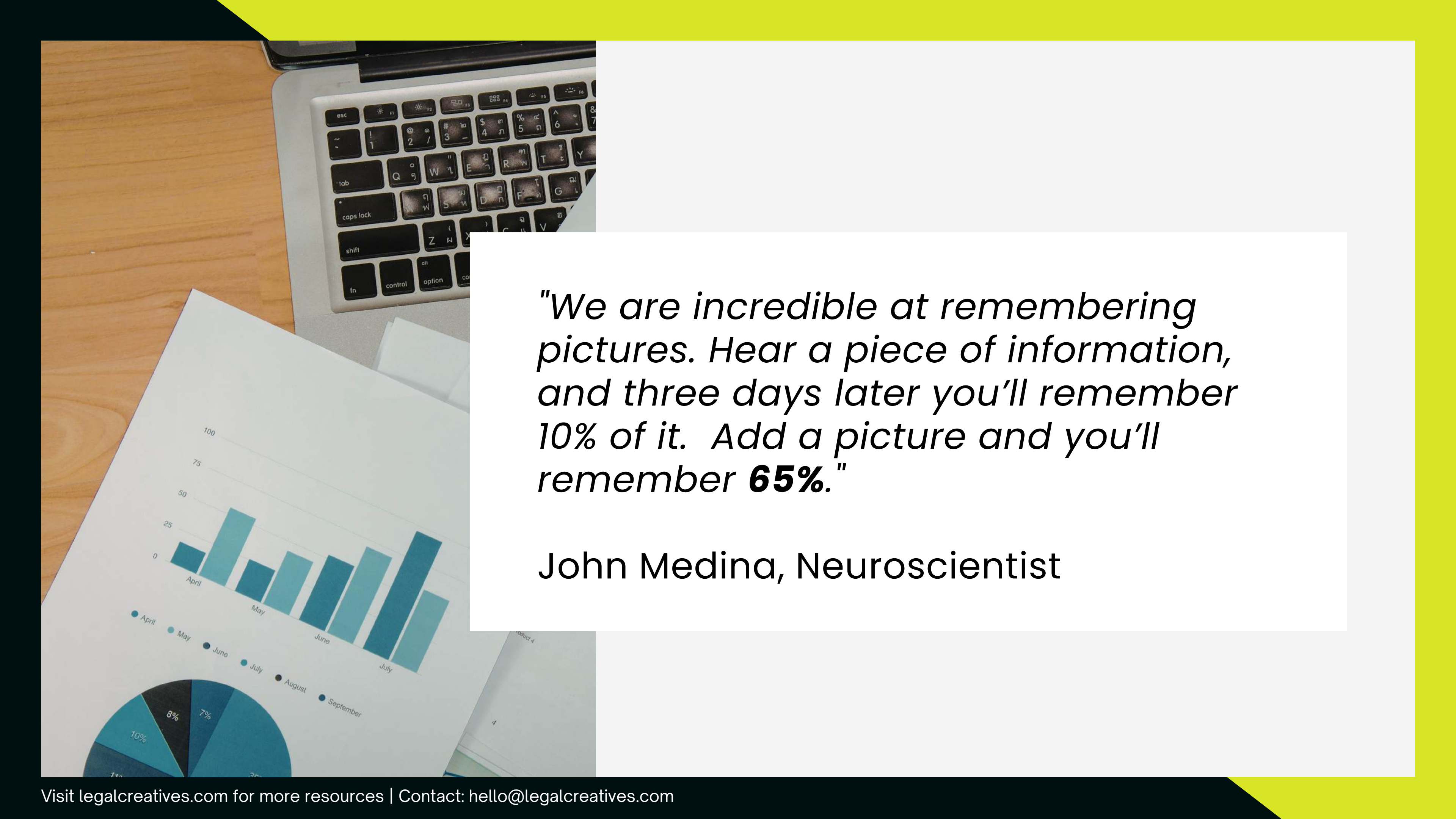
In the event that the Buyer discovers any defects, damage, or nonconformity, the Buyer shall provide written notice to the Seller within three (3) business days following the inspection period. Failure to inspect or notify the Seller within the specified timeframes shall be deemed acceptance of the Goods.

Option 2 – Text & Visuals

Delivery Clause:

The seller must deliver the goods by October 1st. Once delivered, the buyer is responsible for any loss or damage. The buyer has 5 business days to check the goods and 3 more days to report any problems in writing. If the buyer doesn't inspect or report issues in time, the goods are considered accepted as delivered.





*"We are incredible at remembering pictures. Hear a piece of information, and three days later you'll remember 10% of it. Add a picture and you'll remember **65%**."*

John Medina, Neuroscientist

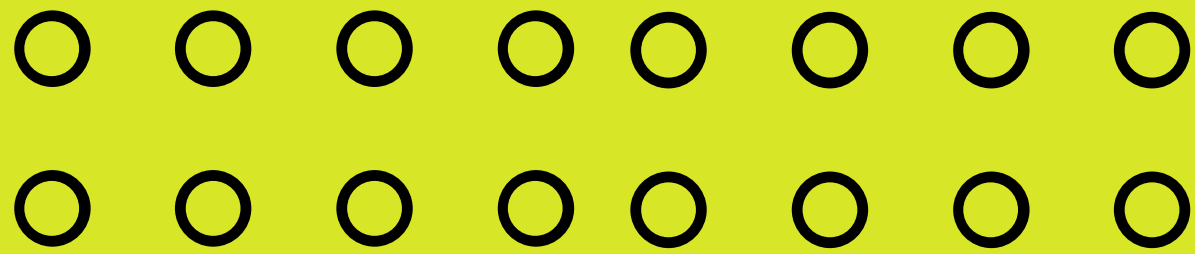
Part 2

Practical Contract & Legal Design Examples

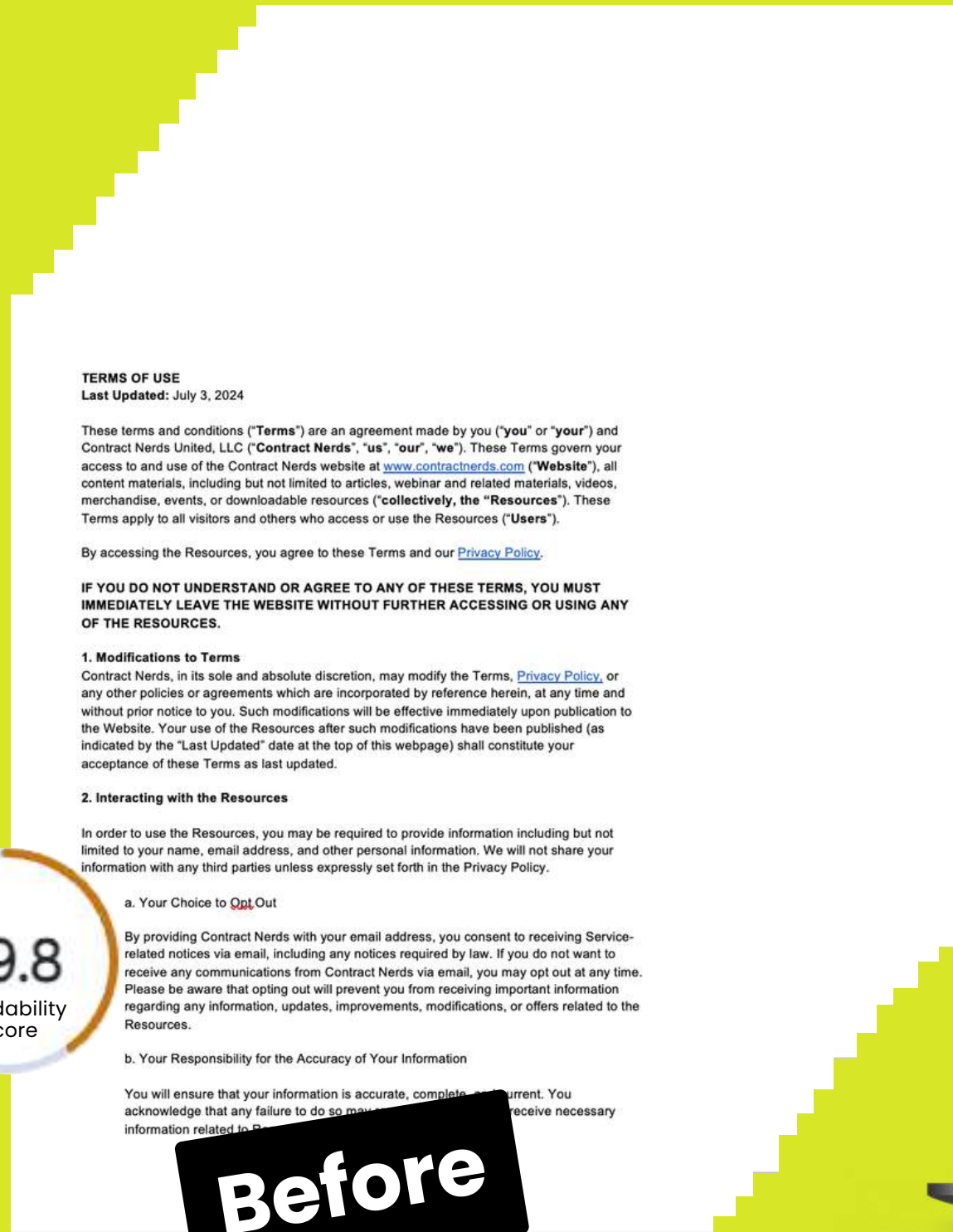
**Contract &
Legal Design**



**Legal
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legalcreatives.com

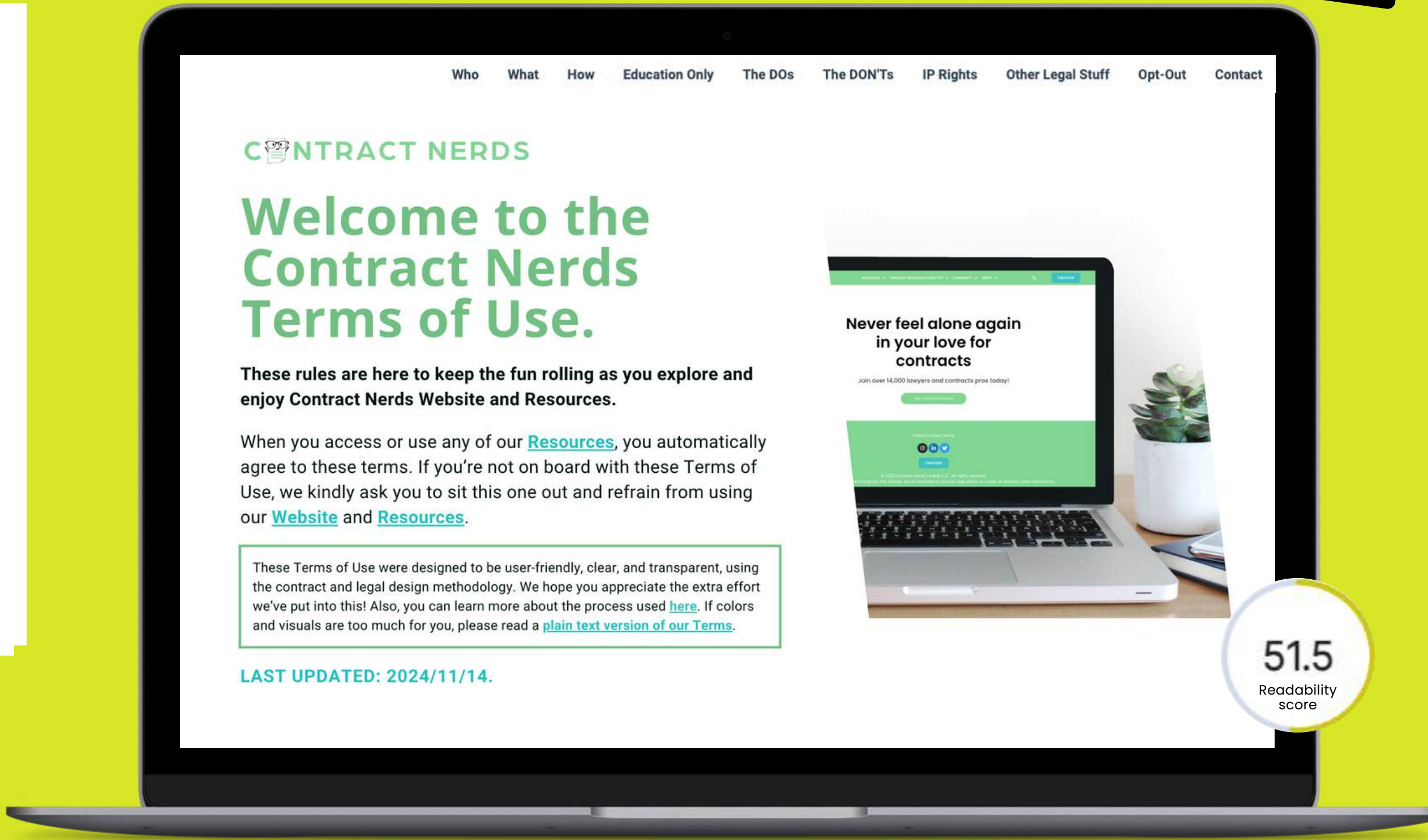


After



39.8
Readability score

Before

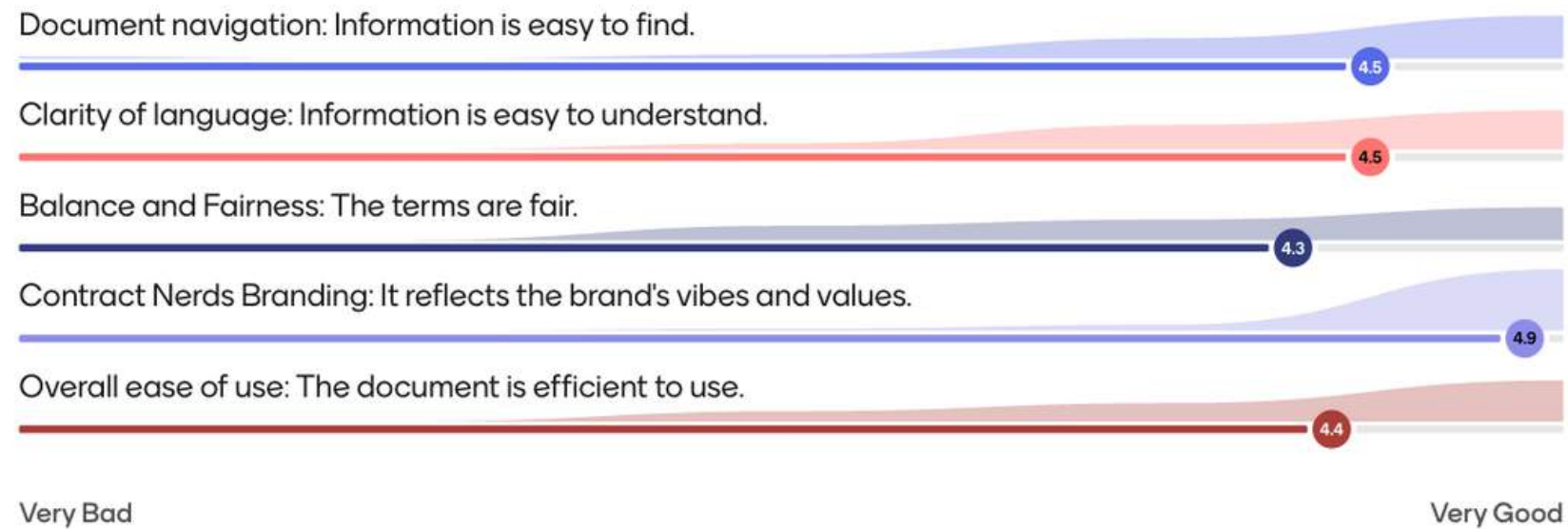


51.5
Readability score

Redesign | Contract Nerds Terms of Use

Survey

Based on your experience of the redesigned Terms of Use, how do you think it is performing on the following items:

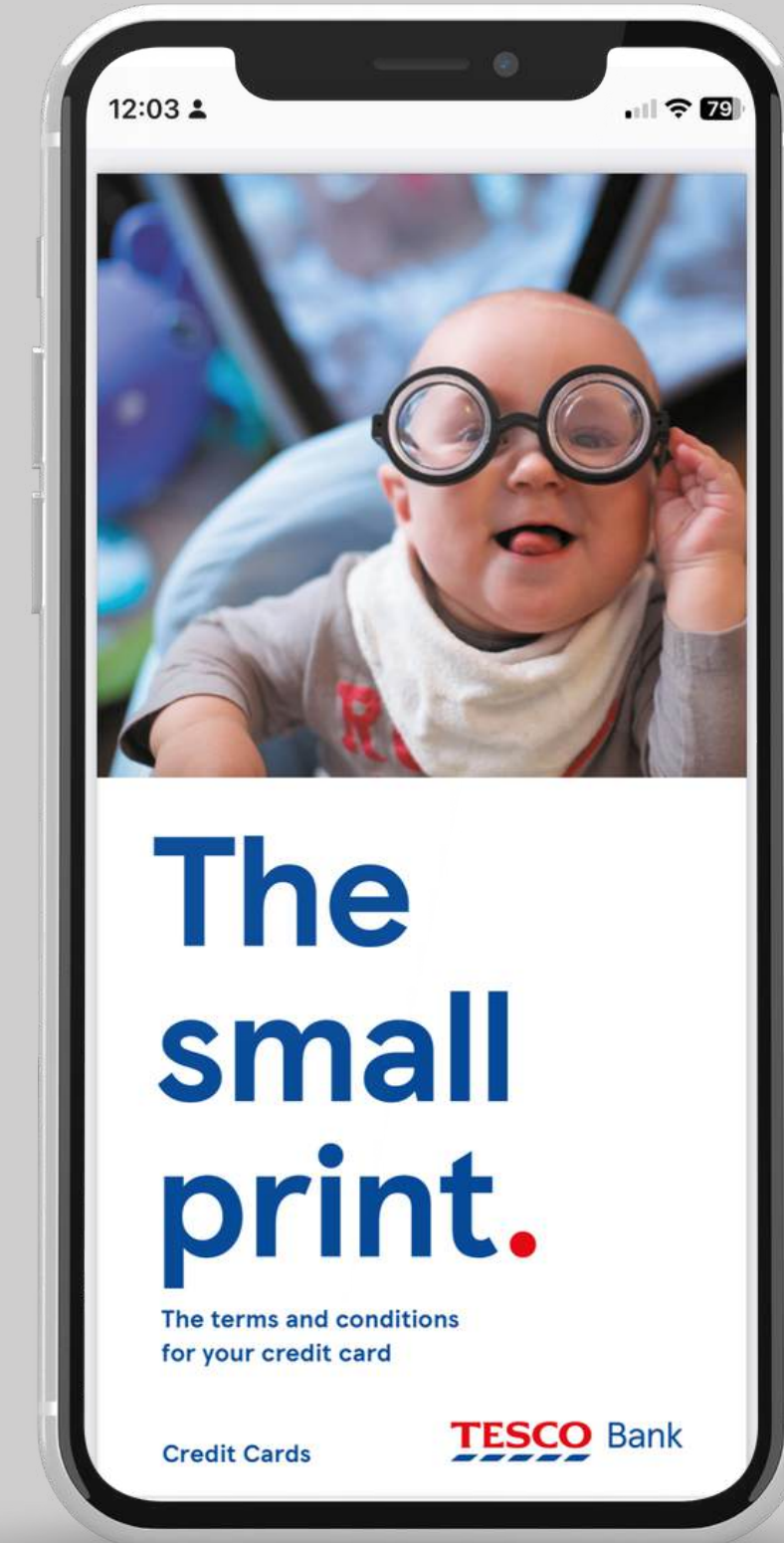


Feedback



Tesco Credit Credit Cards Terms and Conditions – B2C

Tesco's mobile-optimized credit card terms and conditions are a great example of user-centricity. Knowing that most users would be reading on their phones, Tesco chose a narrow, scrollable format that fits perfectly on a mobile screen.



Tesco Credit Cards Terms and Conditions



The small print.

The terms and conditions for your credit card

Credit Cards



An important thing to note

These are the terms and conditions for your credit card which come into effect from 18 February 2025.

Some items in your Credit Agreement vary from customer to customer, like information relating to introductory offers, so we've shown these items in *italics*.

For illustrative purposes, we've used xx's in place of some of the figures. This is because your interest rates, and certain fees, are dependent on your individual circumstances. You can find your own monthly interest rates and minimum payment calculations on your monthly statement.

Credit Card Agreement

regulated by the Consumer Credit Act 1974.

This agreement is between us and you.

Name:
Address:
Postcode:

Your Credit Intermediary is [...]

When we use 'we' or 'us', we mean Barclays Bank UK PLC trading as Tesco Bank of 1 Churchill Place, London E14 5HP, and any person our rights and duties might be transferred to.

This document (which you sign), together with your General Conditions document, makes up your contract with us. It explains the interest and fees that apply to your credit card.

Essential information

We want you to know that taking out a credit card is a big decision; you have to be confident you can pay back the balance on your account, not just the minimum payments. Missing payments could affect your ability to get credit in the future and increase the cost of borrowing. In really serious cases, it could also result in us taking legal action against you, which may include obtaining a charging order over your property.

1. Interest and fees

Interest rates

Transaction type	Introductory Rate (fixed)	Standard Rates (variable)	
		Monthly Rate	Annual Rate (simple)
Purchases	<i>x.xxx% for xx months from account opening (for purchases made within xx days of opening your account)</i> n/a	<i>x.xx%</i>	<i>x.xx% p.a.</i>

Cash Withdrawals and Cash Transactions	n/a	<i>x.xx%</i>	<i>x.xx% p.a.</i>
Balance Transfers	<i>x.xx% for xx months from account opening (for transfers made within xx days of opening your account)</i> n/a	<i>x.xx%</i>	<i>x.xx% p.a.</i>
Money Transfers	<i>x.xx% for xx months from account opening (for transfers made within xx days of opening your account)</i> n/a	<i>x.xx%</i>	<i>x.xx% p.a.</i>

From time to time we may get in touch to tell you about lower or fixed interest rate periods on purchases, balance or money transfers. A fee may apply to transfers made within these periods. If so, we'll tell you what the fee is when we notify you, along with any other relevant terms.

57.9
Readability score

Click to read the document online!

NDA One-Pager

By Dominique Meert | The Visual Lawyer

NON - DISCLOSURE AGREEMENT

Purpose
We intend to have discussions relating to a possible co-operation.

Confidential Information
In the course of our discussions and during the term of the resulting agreement, if any, [X] will exchange, disclose or deliver information which is strictly confidential.

Agreement
We will therefore enter into an agreement ("NDA") relating to the rights and obligations and the treatment of such Confidential Information.

Term
The NDA starts when you and [X] have signed it. The NDA shall remain in force for a duration of two (2) years.

Confidential Information is

- all information which is made or becomes available within the framework of this NDA.
- the existence of our discussions.

Your obligations

You shall not distribute, disclose, or disseminate Confidential Information in any way or form, neither directly nor indirectly, to anyone except on a need-to-know basis to your own employees, directors, officers or external advisers who are actively and directly participating in our discussions and only to the extent necessary to execute their tasks, and provided that they have undertaken a similar confidential obligation that is at least as restrictive as the obligations contained in this NDA.

Not Confidential Information is
all information which is not made or not becomes available within the framework of this NDA.

What happens if you breach your obligations?

[X] has the normal legal remedies available for breach of contract or confidentiality under applicable law of [A] and is also entitled to seek injunctive relief to restrain any such breach. Sole place of jurisdiction is [B].

[Insert registered address]
[Name and function]
[Signature for and on behalf of [YOU]]
[Insert date and year]

[Insert registered address]
[Name and function]
[Signature for and on behalf of [X]]
[Insert date and year]

© Dominique Meert | The Visual Lawyer

The redesigned NDA addressed all of these pain points through design:

- **Layout:** A concise, single-page format replaced multiple outdated versions, streamlining readability and reducing cognitive load.
- **Visuals:** The integration of icons and structured visual hierarchy enhanced comprehension and user engagement.
- **Practicality:** By ensuring full editability in Microsoft Word and compatibility with contract automation systems, the document supported seamless adoption and operational efficiency.

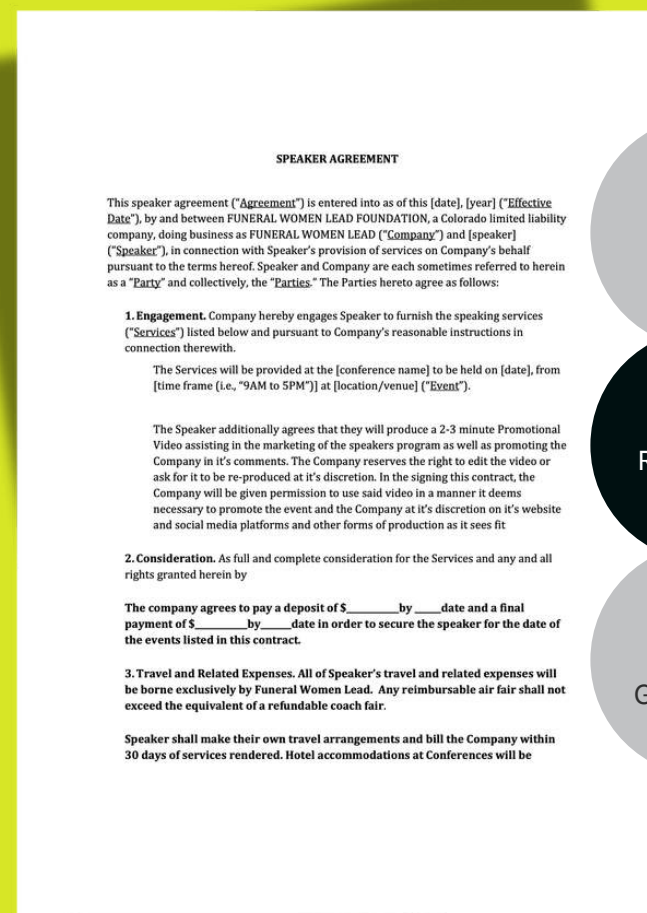
The impact was immediate and measurable: Business teams gained autonomy in managing NDAs, significantly improving turnaround time and productivity.

The clear, professional format reduced negotiation friction and built trust with partners. Legal spent less time on repetitive NDA work, freeing capacity for strategic legal matters.

Speaker Agreement

By Milva Finnegan, PhD

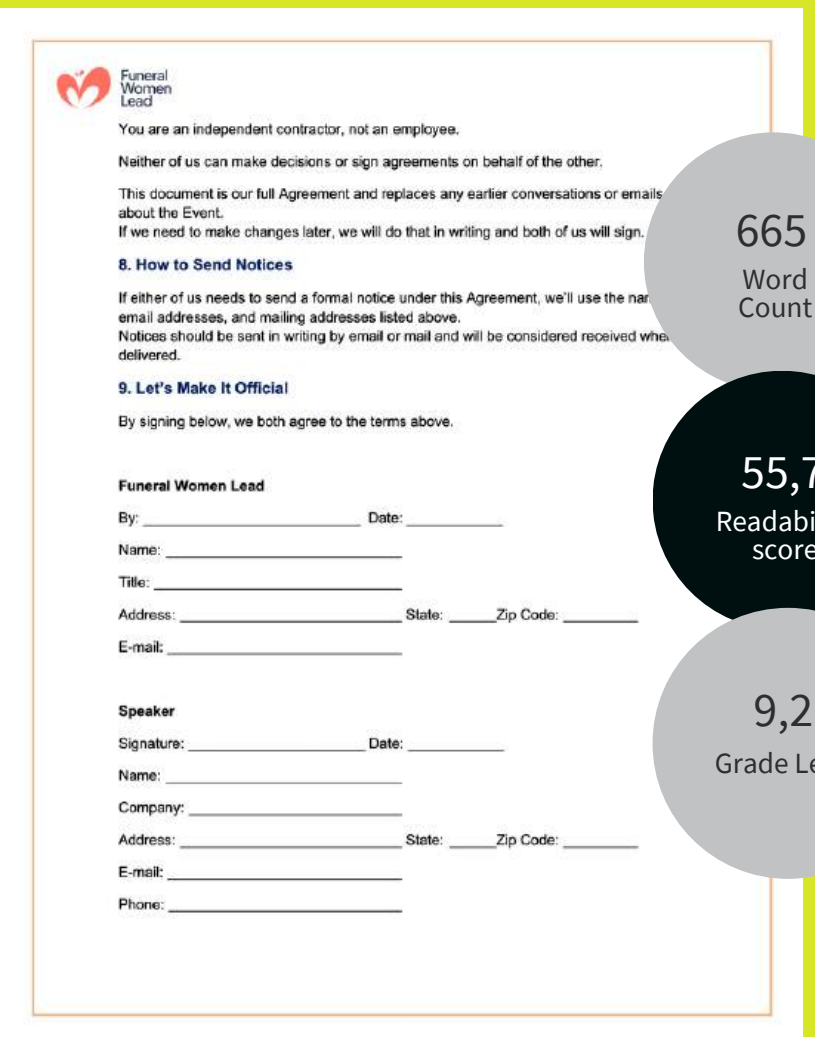
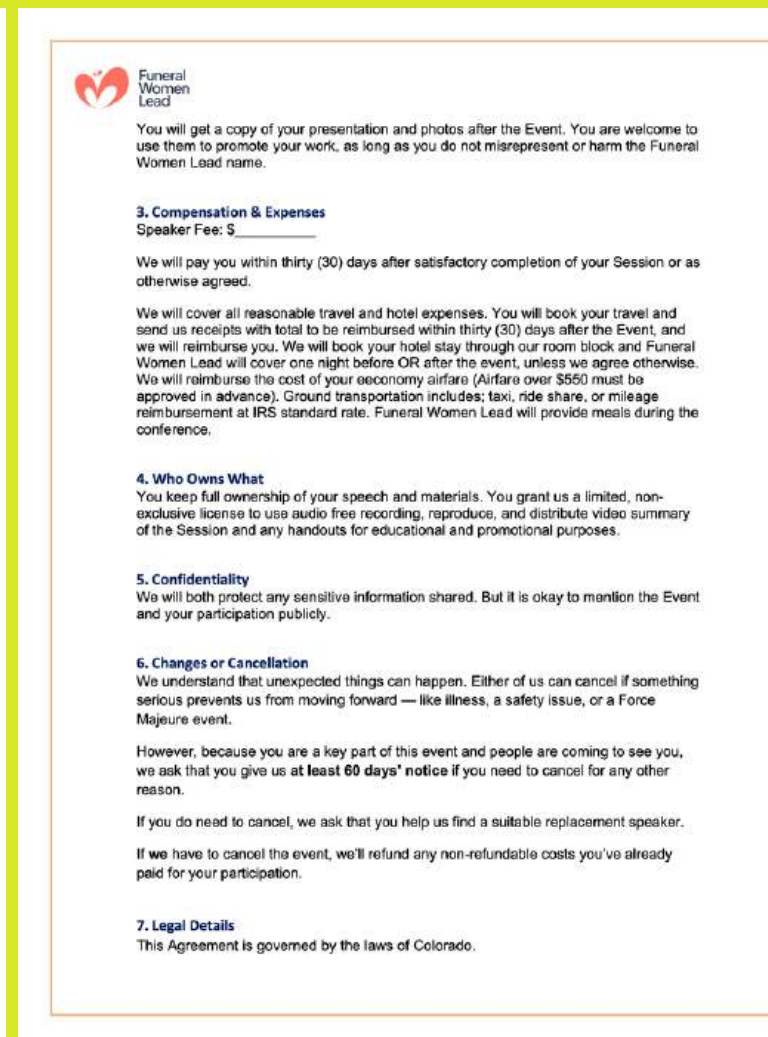
For a growing nonprofit, every interaction with a high-profile speaker is an opportunity to build brand equity. The goal was to create a versatile template that could scale with future events while embodying the organization's commitment to plain language principles and visual identity.



2615
Word
Count

26,2
Readability
score

15,7
Grade Level



665
Word
Count

55,7
Readability
score

9,2
Grade Level

Before

After

The project was not just about clarity; it was about operational independence. By stripping away the "legal gatekeeping" inherent in dense, technical language, the project aimed to return agency to the Funeral Women Lead team. The speaker agreement applies plain legal language principles and visual hierarchy to a previously dense legal text to support autonomy and trust.

Shell Terms of Business

By Robert Waller with World Commerce & Contracting

Delivery, Risk and Title Transfer Clauses

Before

A strong example that illustrates the challenges and opportunities of simplifying contracts using visuals lies in the clauses addressing delivery risk and title transfer. These provisions are critical to the success of any commercial arrangement, yet they are often drafted in dense legal language that obscures their practical implications.

Every contract reflects a business relationship and at the heart of its success is a clearly defined delivery process. But with deliveries occurring around the world, it was unrealistic to assume that every person involved in execution, whether sales staff, delivery managers, or technicians, would have legal training or access to legal counsel at all times.

For Shell's contracts to be truly useful in practice, especially during high-pressure situations like troubleshooting delivery issues, they needed to be more self-explanatory and readily understood by non-lawyers. It was not just a design preference, but a business imperative.

If Buyer fails to pay any indebtedness to Shell in accordance with the terms for such indebtedness (whether or not under this Agreement), Shell may in addition to any other remedies, postpone or withhold the supply of Product, change payment terms, cancel and/or terminate this Agreement immediately upon written notice to Buyer.

6. **TAXES:** Prices charged by Shell are in principle exclusive of VAT/GST. Only in cases advised by Shell will prices be inclusive of VAT/GST. Prices are inclusive of all other taxes, imports and duties leviable by any fiscal authority having authority unless such Product is exempt from any such tax, import or duty under and in accordance with the applicable law. Buyer warrants and undertakes that Product and Services supplied under this Agreement will not be used in contravention of applicable laws.

7. **QUALITY:** Any Product or Service shall conform to any specification or description set out in this Agreement and any Shell literature published in relation thereto as current from time to time. Product will be fit for the purpose set out in such literature and not for any other purpose whatsoever. **THE EXPRESS TERMS AND CONDITIONS OF THIS AGREEMENT SHALL APPLY IN PLACE OF ALL WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, STATEMENTS, UNDERTAKINGS AND OBLIGATIONS WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, ALL OF WHICH ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.** The express terms and conditions of this Agreement shall benefit only the direct purchaser of the Product and not any secondary or remote purchaser, provided that the Buyer shall ensure that in any resale by it of branded Product, the specifications, description and literature provided to the Buyer shall be conveyed with the Product. The Products are subject to Shell's quality control system which is accredited to **ISO 9001:2008**. Current Standard Product specifications can be viewed at www.epc.shell.com.

8. **QUANTITY AND MEASUREMENT:** Shell shall be responsible for measurement of the quantity of Product delivered for the purposes of preparing accounts which shall be conclusive and binding in the absence of manifest error on the part of Shell.

Buyer is entitled to be represented at the taking of measurements for bulk deliveries if it so requests. Shell does not accept any responsibility whatever for discrepancies in Buyer's tanks, dip rods or measuring devices or any discrepancy arising therefrom. The quantity of bulk Product actually delivered may vary by up to 5% (either way) from the quantity ordered by Buyer. Shell will charge the price for the quantity delivered but any load concessions agreed with Buyer for which the order might otherwise have qualified will still be applied. The quantity is defined by volume and no temperature compensation shall be carried out.

9. **AVAILABILITY:** Shell may at any time change the grade, specifications, characteristics, delivery package, brand name, or other distinctive designation of any Product, and such Product as so changed shall remain subject to this Agreement. Shell reserves the right at any time to discontinue supplying any such Product covered by this Agreement or to substitute a different Product or grade(s) of Product. In the event any substitution is made, any maximum and minimum quantities applicable to the substituted Product shall apply to such replacement Product or grade(s) of Product and the price shall be Shell's applicable price for such replacement Product. Thereafter, Shell shall be relieved of any further liability or obligation to furnish the discontinued Product or grade(s) of Product. For the avoidance of doubt, it is understood between the Parties that Shell may, at its sole discretion, change the shape, size or format of any packaging or labels at any time and that such change is not considered to be a change of quality of the Product. Shell may at its option notify Buyer in advance of any such changes.

10. **DELIVERY/COLLECTION:** Product delivered to Buyer or procured to be delivered on the days, shall be delivered between hours and in loads of minimum and/or maximum quantity as may from time to time be prescribed by Shell, and Buyer shall request deliveries under this Agreement accordingly and shall allow reasonable time for Shell to deliver. Where applicable, Buyer warrants and undertakes to provide suitable facilities to allow safe offloading. The cost of uplifts requested by Buyer or caused by Buyer's default may be charged to Buyer. With Shell's consent Buyer may collect Product itself or by sub-contractor directly from a designated Shell location. The collection vehicles shall be suitable for delivering Product of the type and quantity to be collected and compatible with the facilities available at the Shell location. Vehicles must be insured, licensed and in proper roadworthy condition. Drivers of vehicles must be qualified, equipped for taking delivery of Product and must strictly comply with all safety and other requirements of applicable law and as stipulated by Shell at each location. Shell accepts no liability for any damage, losses, claims, liabilities, costs and expenses of any kind arising from failure to comply with the provisions of this section 10. In the event that Buyer resells any Product, Buyer shall comply with the requirements contained in this clause regarding vehicles and drivers in the delivery of Product to its customers.

11. **RISK AND TITLE:** Risk of the Product delivered under this Agreement shall pass to Buyer in accordance with the relevant Incoterms (Incoterms 2010) stated in the Commercial Terms of this Agreement or if not specified therein, in the relevant purchase order. If no Incoterms has been specified, the risk in Product delivered under this Agreement shall pass to Buyer: (i) in the case of delivery by road tank wagon, when on discharge it passes the hose connection of the storage tank, container, receptacle, vessel or fill line (as the case may be) provided by Buyer; (ii) in the case of barrel, drum, containers, IBC (Intermediate Bulk Container), or other package deliveries, at the time of offloading when the package is removed from the craft, vessel, wagon or car provided by Shell for delivery of such package and; (iii) in respect of ex rack sales of other collection of Product, when the Product passes the hose connection or is otherwise loaded onto Buyer's road tank wagon at the loading rack.

Title to Product supplied shall pass to Buyer on payment of all debts due and owing by Buyer to Shell as long as Buyer is not in default of this Agreement. Although Product supplied remains the property of Shell under this clause, Buyer may use the Product in the ordinary course of business as long as Buyer is not in default of this Agreement. Until such time as title in Product passes to Buyer, Buyer shall hold Product as Shell's fiduciary agent and bailee, and shall keep Product properly protected and insured and identified as Shell's property. Buyer shall not provide the Product as a security or collateral nor pledge it or use it as a lien.

12. **HEALTH, SAFETY AND THE ENVIRONMENT:** Shell is committed to the promotion of health and safety and to proper regard for the environment in respect of all its activities. Shell issues health and safety data sheets for Product and Buyer shall be responsible for

Shell Lubricants – General Terms and Conditions Page 9

After

We both agree to comply with environmental laws and policies

8.3 The Parties confirm that they will comply with all applicable environmental laws and government regulations and that they have environmental policies in place concerning their Marine Lubricants processes.

9. **Risk and title during delivery**

9.1 Delivery will be completed and title and risk will pass to you:

either 9.1.1 for bulk Deliveries

• when the Marine Lubricants pass the flange connecting the delivery facilities with the receiving facilities provided by you.

• if delivering in intermediate bulk containers (IBCs) to a quay or other point on land, when the IBCs are landed from the delivery vehicle to the ground.

or 9.1.2 for Delivery in containers

• if delivering to a quay or other point on land, when the goods are landed from the delivery vehicle to the ground;

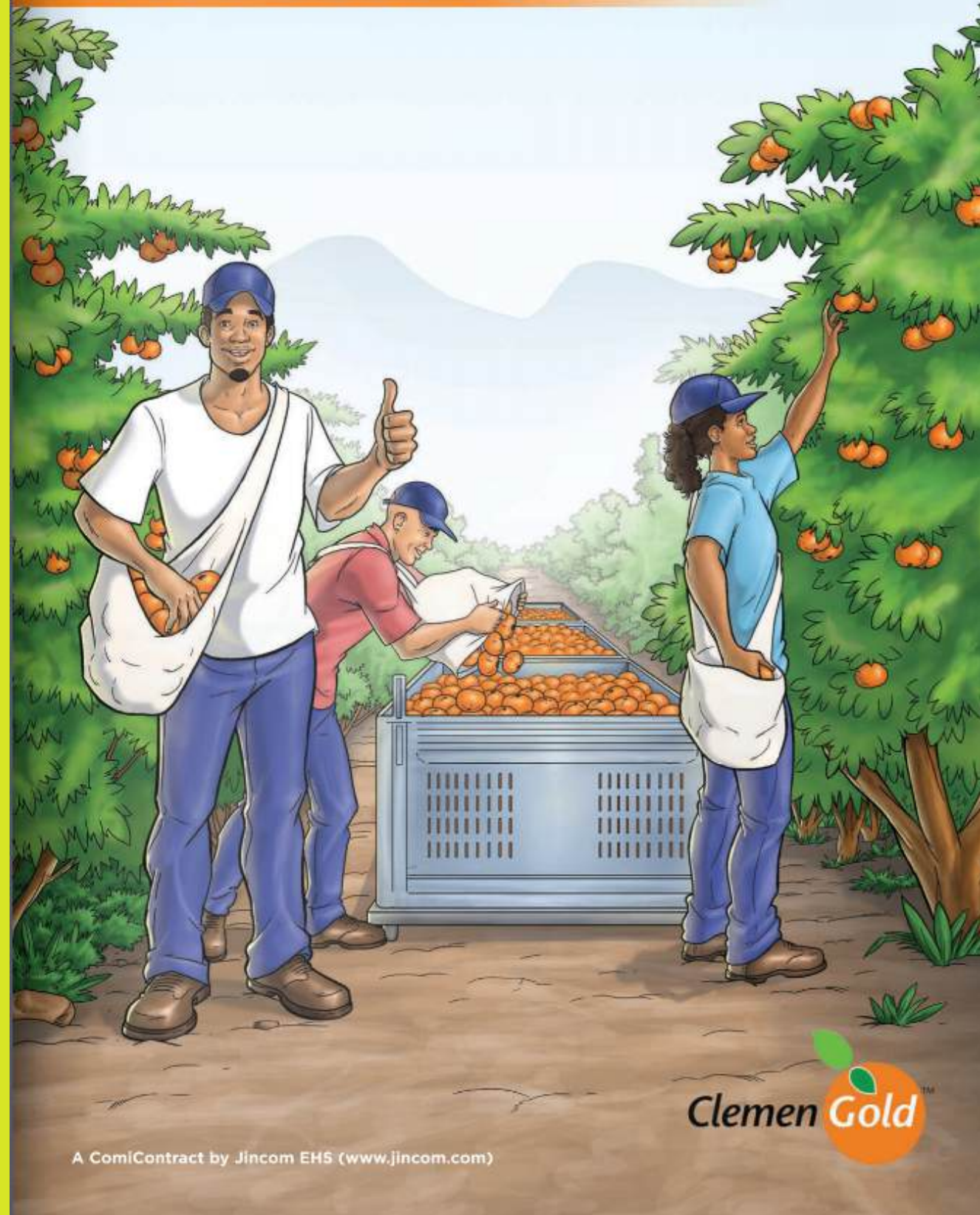
• if delivering by a barge operated by us and using our barge's lifting equipment, when the goods are landed on the deck of the vessel;

• or if delivering by barge or vehicle and using lifting equipment provided and operated by you, when the goods are lifted off the deck of the barge or off the vehicle;

Shell Marine Terms • July 2018

GTC: 5/10

CONTRACT



Comic Contracts

Developed by Robert de Rooy, a commercial attorney based in Cape Town, South Africa.

PARTIES TO THE AGREEMENT

GUIDE Hello! This is your contract.

THIS IS YOU, THE PICKER

NAME: _____
ID: _____
ADDRESS (PHYSICAL): _____
CO NO: _____

EMPLOYER/MANAGEMENT

COMPANY: Indigo Fruit Faming,
2002/0043989/07

Portion 21,
Farm "Junction"
Letsitele,
South Africa 0885

REPRESENTED BY: Faan Kruger
CELL NO: 082 667 5152

Put your initials here

INDUCTION

To get a contract here you must be 18 or older, have a valid ID or work permit and be fit and healthy to work.

18+

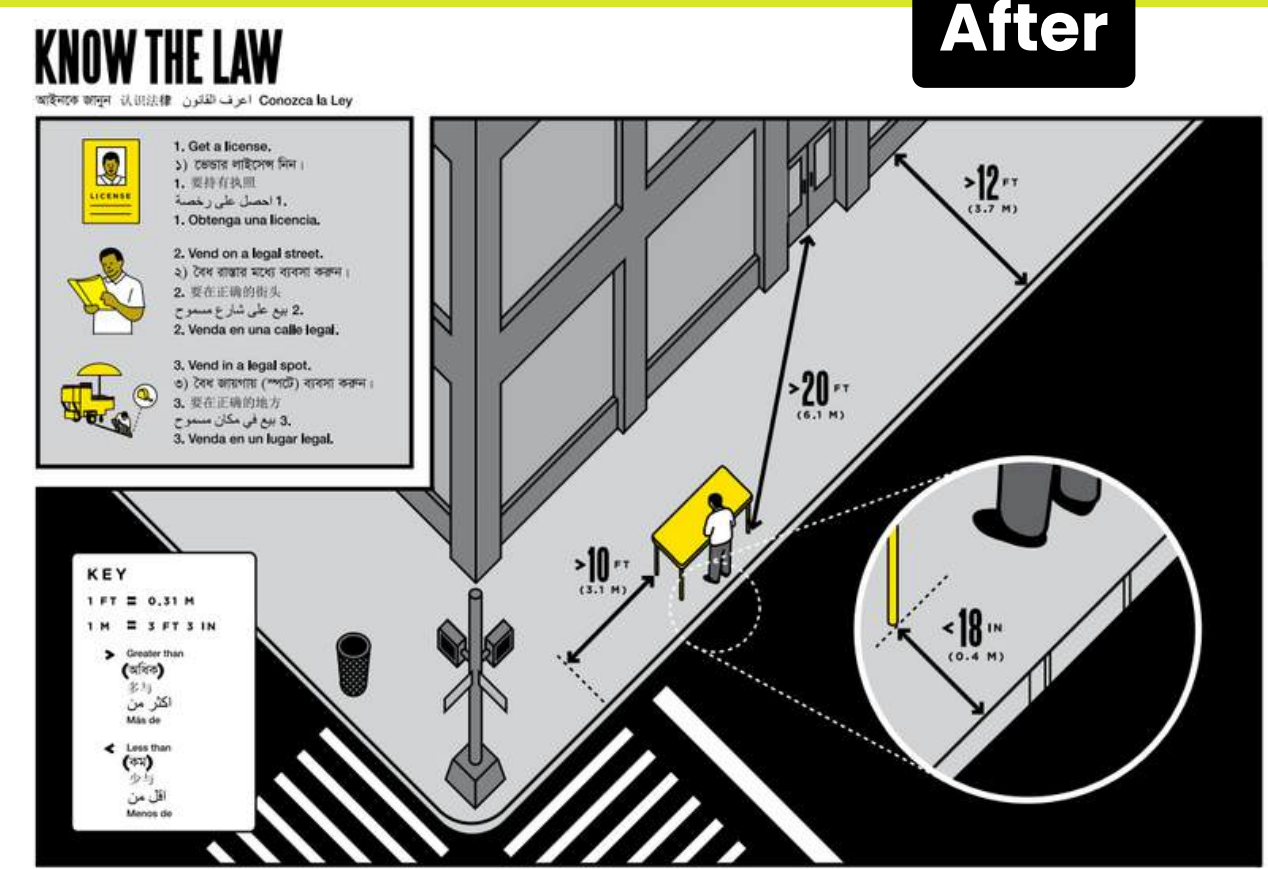
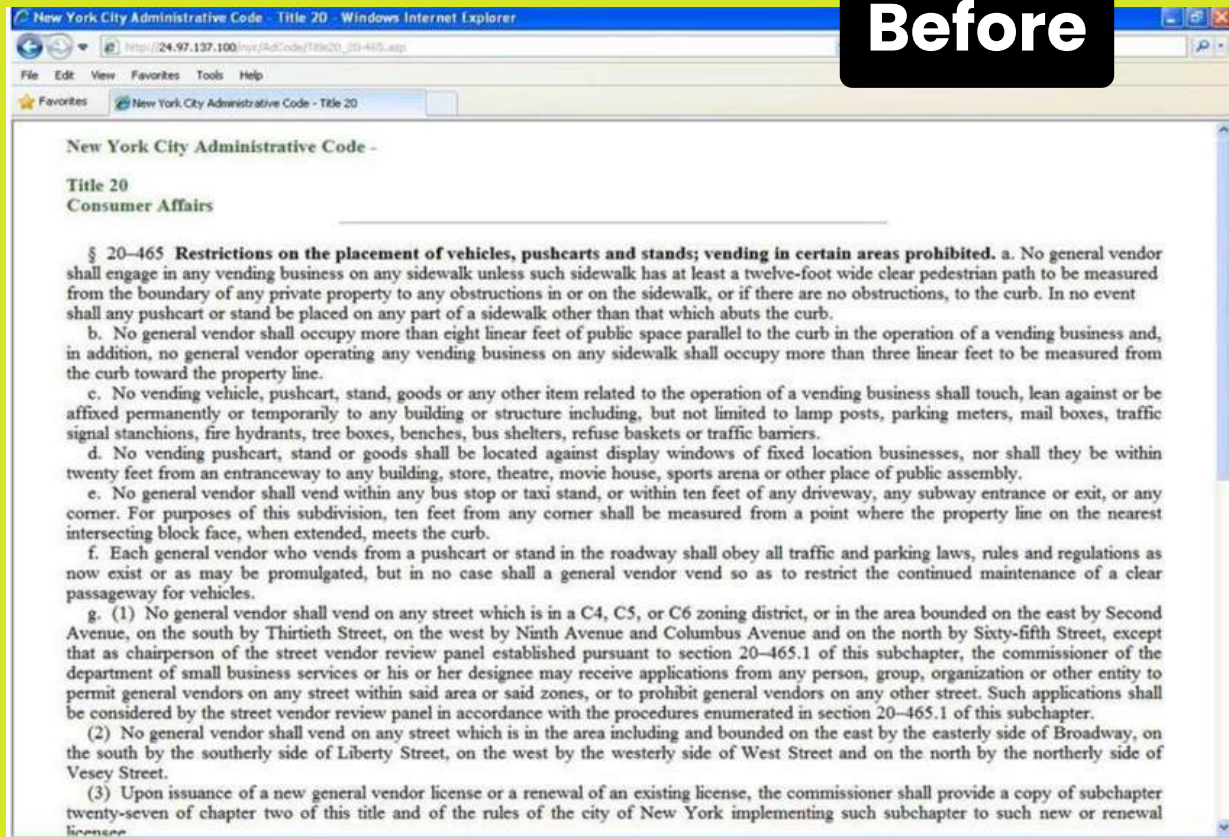
ID / Work Permit

Probation start date: _____

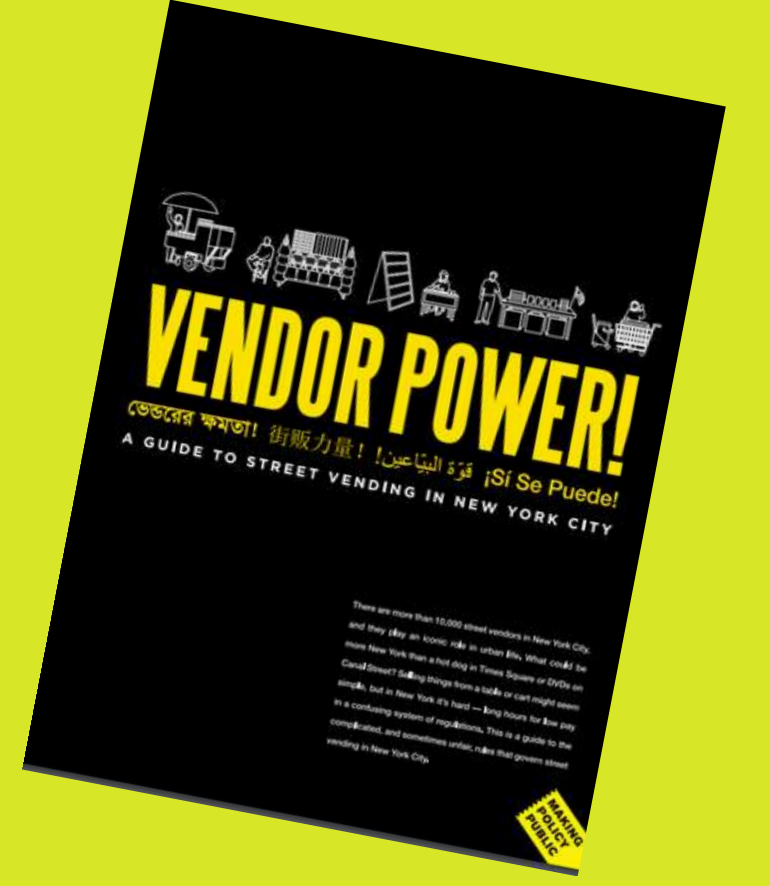
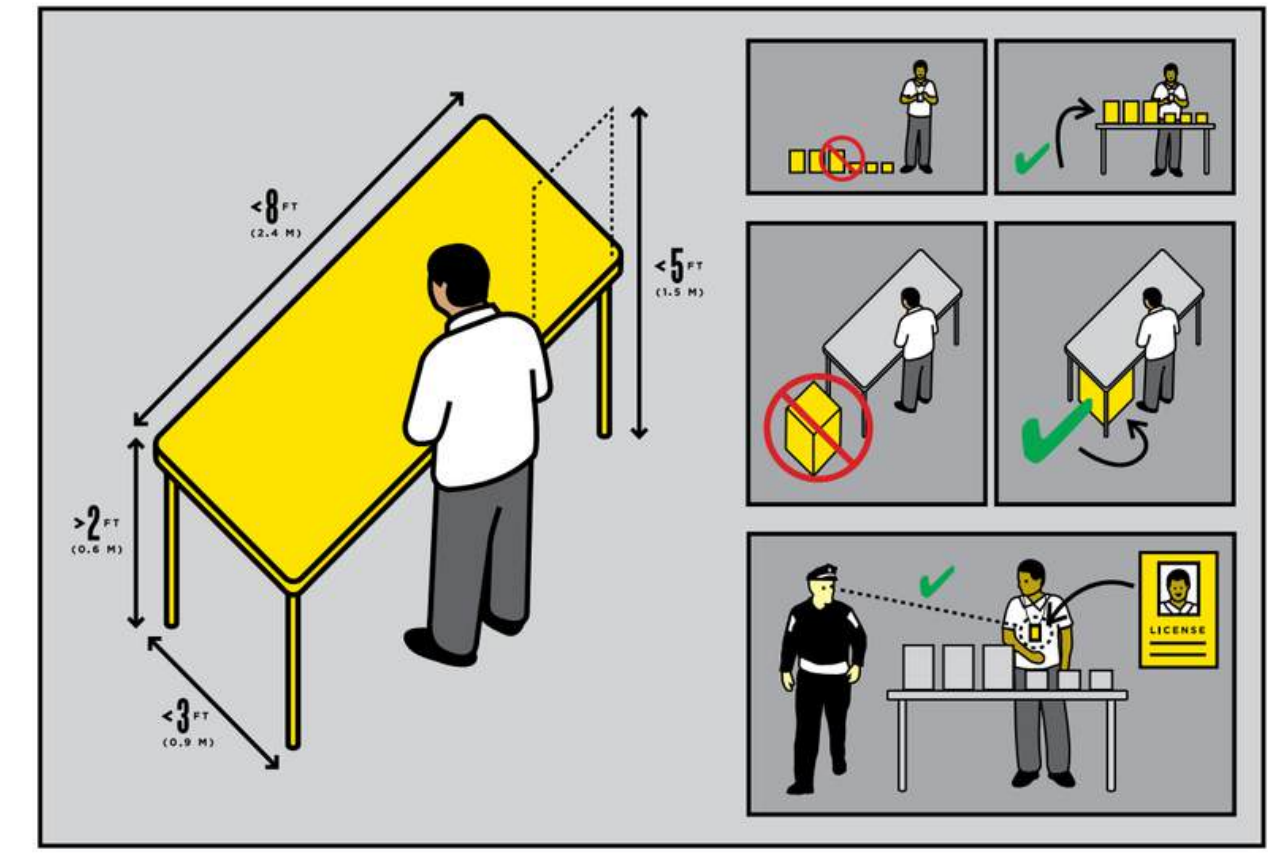
PASS

LAW Sectoral Determination 13, Farm Worker Sector, is the law which applies to this contract and your employment.

Put your initials here



Award Winning New York City Street Vendor Guide





Easy Transaction Account.

Product Schedule

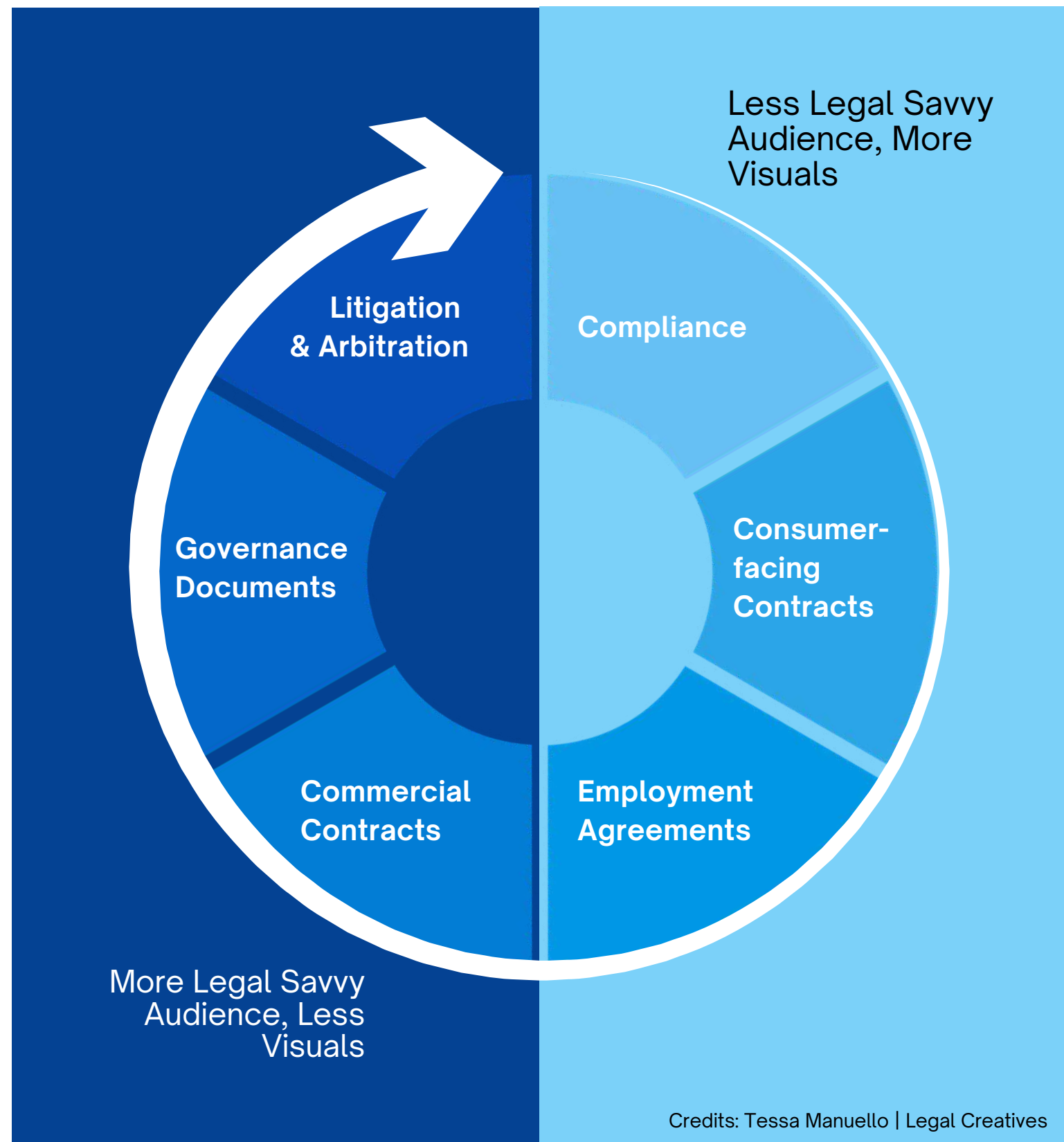
This Product Schedule is a legal document that forms part of the Product Disclosure Statement.



"T&Cs Like You've Never Seen Before" – Bankwest (Australia)

69% preferred graphics over the text-heavy legal document (University of Western Australia).

By Professor Camilla Andersen



Diverse applications of Contract and Legal design

- 1. Compliance documents** to ensure adherence to regulations and standards
- 2. Consumer-facing contracts** that communicate terms and conditions to the general public.
- 3. Employment agreements** to outline terms of employment for employees.
- 4. Commercial contracts** to define the terms of business transactions between parties.
- 5. Governance guidelines** to better manage risks and support decision-making.
- 6. Litigation and arbitration** to be more persuasive, better explain the facts of the case and illustrate complex technical concepts.

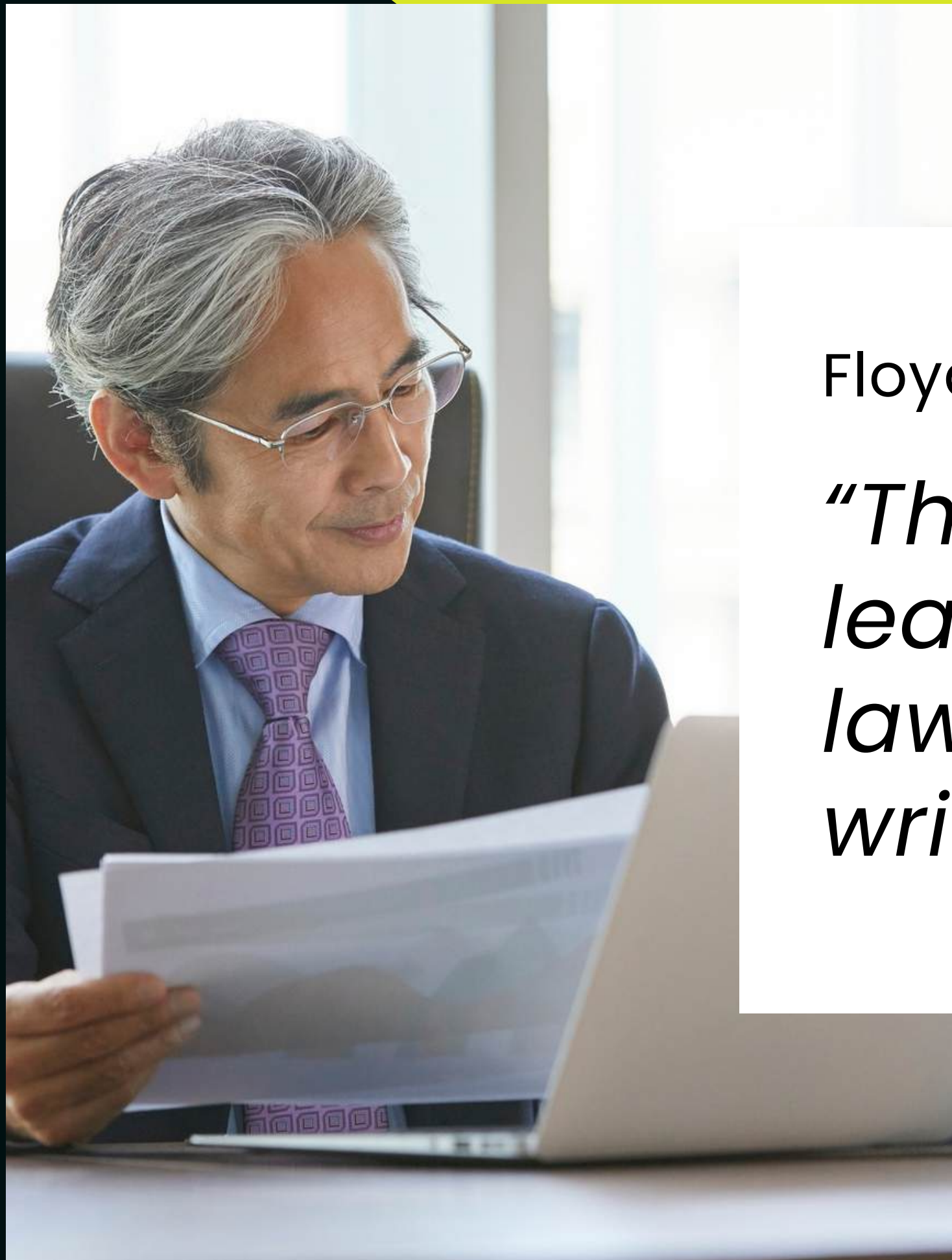
Part 3

International Plain Language Standards ISO Norms

**Contract &
Legal Design**



**Legal
Creatives**
legalcreatives.com



Floyd Abrams once said:

“The difficult task, after one learns how to think like a lawyer, is relearning how to write like a human being.”

Option 1 – Legalese

“Subject to all terms, conditions, limitations, exclusions, and endorsements contained herein or attached hereto, the Insurer agrees to indemnify the Insured for direct physical loss of or damage to covered property arising from perils including but not limited to theft, vandalism, fire, smoke, accidental discharge of water from plumbing or appliances, and such other risks as are not otherwise excluded. Coverage shall extend, where applicable, to additional living expenses incurred as a result of loss rendering the premises uninhabitable, and to third-party claims for property damage or bodily injury alleged to have been caused by the Insured, each subject to the applicable limits of liability as stated in the Declarations.”

Option 2 – Plain Language

“We protect you against theft, vandalism, fire, smoke, burst pipes, appliance leaks, and damage others may accuse you of causing.

If your home becomes unlivable, we’ll pay for a place to stay.

You’re covered up to the limits you chose: \$10,000 for your things, \$2,500 for temporary housing, and \$100,000 for damage to others.”



Which version would your clients trust more?

That's what language optimization is about keeping the protection, but removing the fog. When people understand their legal documents, they trust the company behind it.

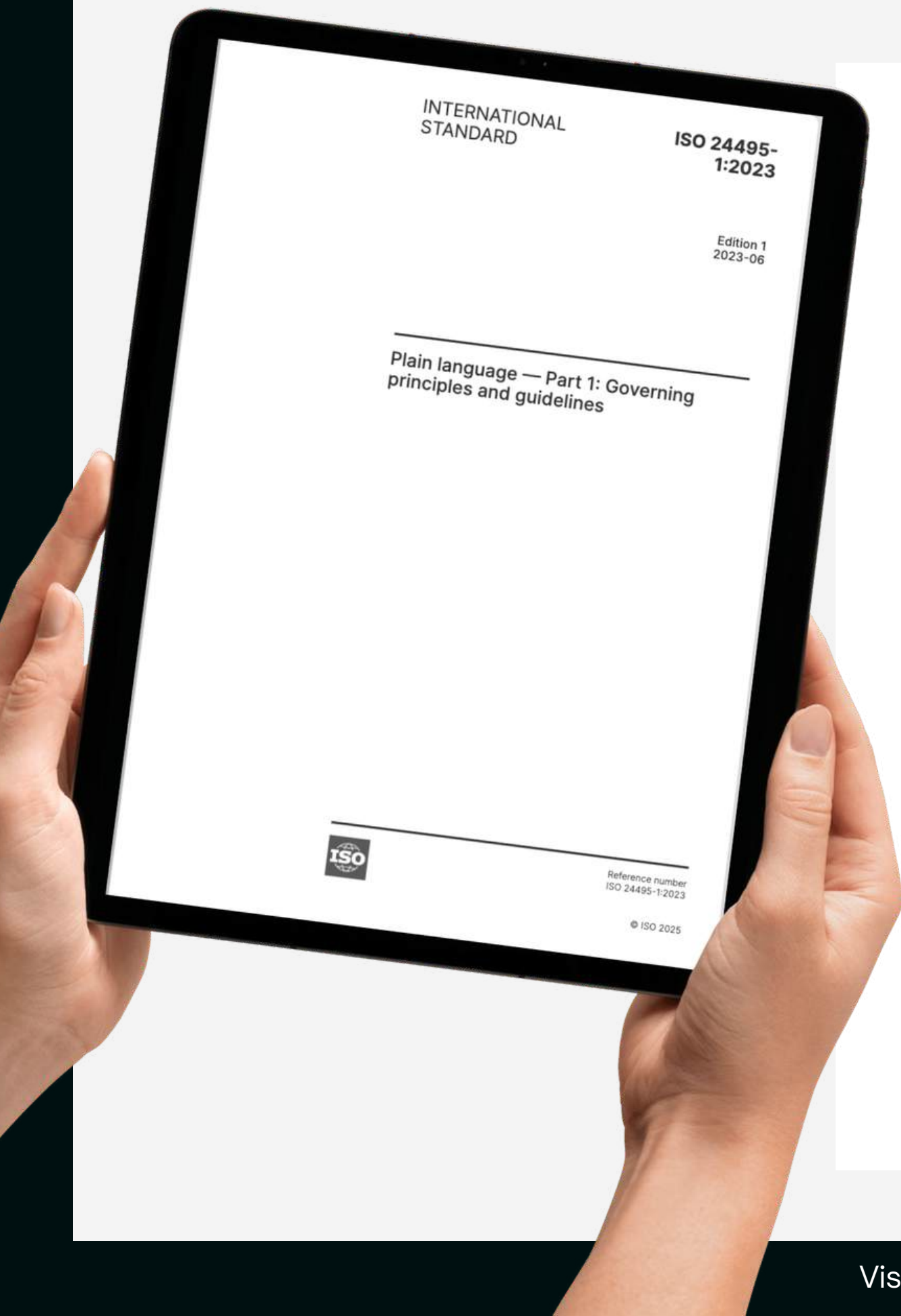


Did you know?

Across the United States, over 770 plain language laws have been enacted, spanning both public and private sectors.

These laws encompass a wide range of areas, from commercial and insurance contracts to corporate and financial disclosures, demonstrating the far-reaching impact of plain language.

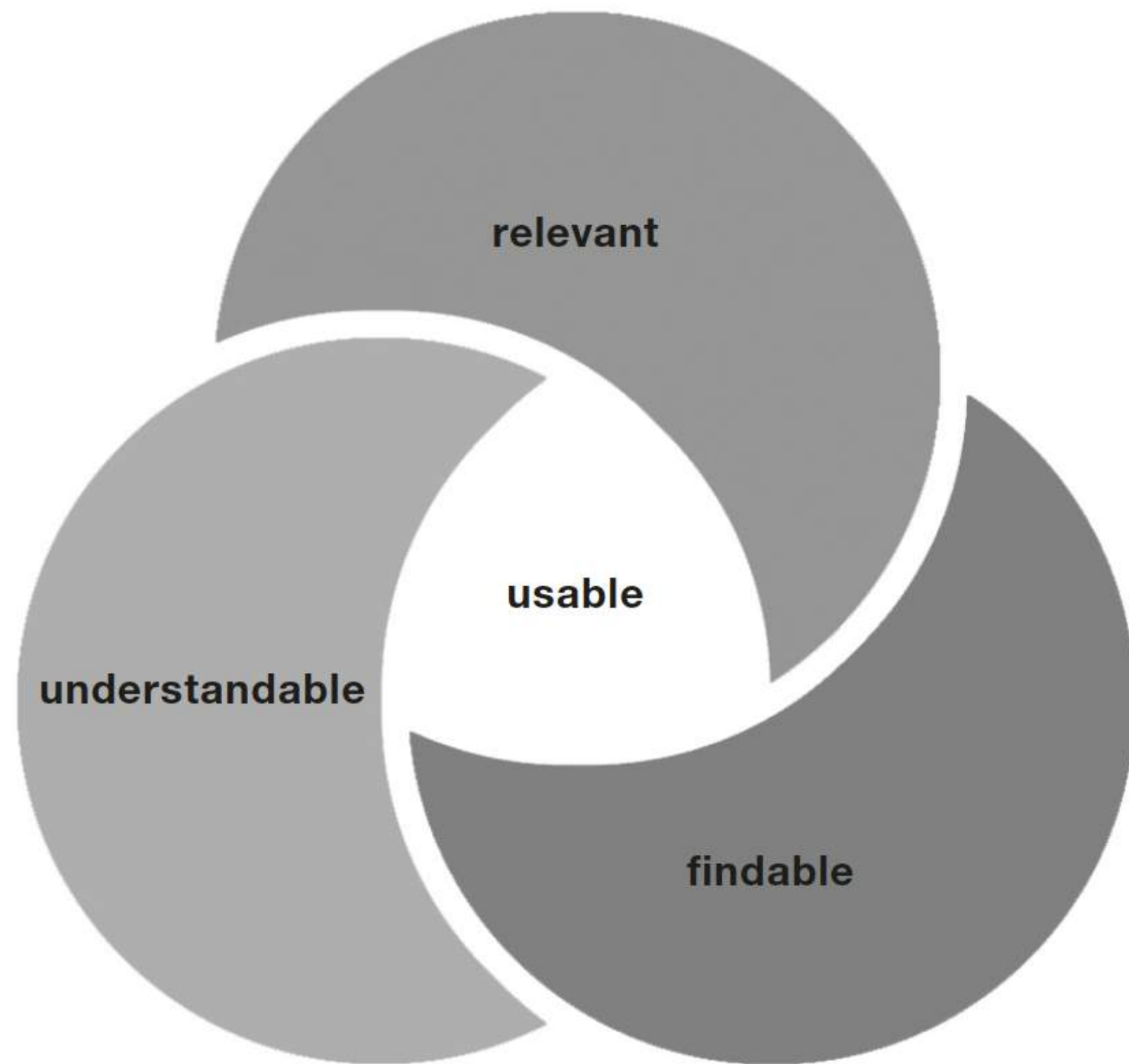
Michael A. Blasie, *The Rise of Plain Language Laws*,
76 U. Miami L. Rev. 447 (2022),
<https://repository.law.miami.edu/umlr/vol76/iss2/4>.



In June 2023, the International Organization for Standardization introduced a milestone for the field of communication with the release of **ISO 24495-1:2023, Plain Language - Part 1: Governing Principles and Guidelines.**

It establishes best practices for **structuring, writing, and formatting** documents to ensure they are clear and actionable.

[Click here to access this resource.](#)



ISO 24495-1:2023 establishes four guiding principles for plain language:

- **Relevance**
- **Findability**
- **Understandability**
- **Usability**

These principles form a coherent framework to evaluate whether a document truly meets readers' needs and supports effective action.



Key contribution of ISO 24495-2:2025 on legal communication include:

It builds upon Part 1 of the standard, and demonstrates how these can be applied to legal. This new part offers a detailed framework for achieving clarity while respecting legal precision and diversity of legal systems.

Guidance on reaching multiple audiences with different legal literacy levels and needs through **layering structures** to clarify information, especially in lengthy or technical legal documents.

Click here to access this resource.

Layering Structures in Action

Example from the Shell Marine General Terms and Conditions of Sale. **Contract Design Expert: Rob Waller.**

Ordering, payment and delivery

2 Nominations

2.1 You will give us, or our representative, your Nominations. Your Nominations will specify:

- grades
- quantities
- method of delivery
- type of products (including whether bulk or packaged)
- port or place of delivery

For each vessel and expected date of arrival at a Delivery Port, taking into account the Minimum Notice Period.

For confirmed Nominations, we, or the Delivery Company, will make reasonable efforts to satisfy the Nominations but will otherwise have no liability.

What if your requirements change?

2.2 If you change your requirements without cancelling or amending your Nominations or if you don't give the Minimum Notice Period you will pay out of our Delivery Company's related expenses.

If the vessel arrives early?

2.3 If the vessel arrives earlier than your nominated arrival date, we will try to supply the vessel but our supply obligation remains limited to the nominated arrival date. We will inform you if any circumstances prevent a Delivery.

If a vessel is more than 30 days late?

2.4 Your vessel must arrive at the Delivery Port within 15 days after the nominated arrival date.

3 Price

We hold the price for 30 days.

3.1 The price of the Marine Lubricants will be the price shown in the Price List which is in force on the date we receive the Nominations from you. This price is valid for 30 days from the date of the Nominations. If Delivery takes place after the 30 days period, the price shown in the updated Price List will apply.

3.2 We will provide you with at least 30 days' prior written notice of any proposed changes to the price which results from a price review and/or to the range of Marine Lubricants available.

If you think the increased price is unreasonable, you may, within 30 days of receiving our notification, notify us of this in writing (Objection).

Within 15 days of receipt of your Objection, a representative from your company and our account manager (Representatives) shall confer at least once to discuss the matter in good faith and seek to resolve it in an amicable manner.

If the Representatives are unable to reach agreement within ten business days of a referral being made to them, then you may terminate the Agreement by giving us 30 days written notice.

Shell Marine - US Terms - September 2018 GTC - 2/16

Operational Clauses
For Sales and Purchasing

Liabilities

11 Technical service

If we give free advice, we aren't liable for the results.

12 Restrictions on use

We are responsible for correct use of products sold to you.

13 Events outside either party's control

If there is an event outside of our/control:

- we/you will be held responsible
- we have no obligation to source replacement lubricants
- you can buy any resulting shortfall from another supplier
- we can put the cost up
- after 30 days of delays, you or we can cancel the Nominations

14 Compensation and liability

We are each responsible for negligence.

11.1 If we, or the Delivery Company, give you any free technical advice or services, these are provided voluntarily (unless you have paid for this advice or service separately), and neither we, nor the Delivery Company will be liable for any losses you suffer in connection with the advice or services.

12.1 If the Marine Lubricant is sold to you on a duty-exempt or tax-exempt basis, you will comply with all local requirements to permit the sale on this basis, including any declarations on use of the Marine Lubricant.

If a claim is made by any authorities against us, or the Delivery Company, because the Marine Lubricant was liable for duty or taxes, and you did not comply with all of the requirements, then you will compensate us and the Delivery Company, against any losses caused by your failure.

13.1 Neither Party will be responsible to the other Party if it cannot meet or is delayed in meeting its obligations under the Agreement (other than the payment of money) because of something which is outside of the first Party's reasonable control (or, where the first Party is us, outside of the Delivering Party's reasonable control).

13.2 If either we, or the Delivery Company, are subject to an event referred to in section 13.1 above, we will be able to reduce, suspend or cancel any Marine Lubricants we are due to supply to you, without trying to get the Marine Lubricants from somewhere else. If we do obtain Marine Lubricants from another source, then we are not obliged to provide these to you.

13.3 If you wish, you may purchase any shortfall in Marine Lubricants from another supplier, but we will not be responsible for any additional costs you have to pay if you do this.

13.4 If the cost of supplying the Marine Lubricants to you increases due to factors outside of our control, or the control of the Delivery Company, we may increase the price charged for any Marine Lubricants.

Examples of factors outside of our control include increased taxes or duties, being to comply with new laws or regulations, and currency fluctuations.

13.5 If the inability or delay, described in 13.1, lasts longer than 30 days, either Party may terminate the relevant Nominations and/or the Agreement immediately by giving written notice to the other Party. Neither we, nor the Delivery Company will be liable for any losses suffered by you because of this termination.

13.6 If any of the Marine Lubricants cannot be delivered or accepted or set out in section 13.1, then we will deduct these from the amount we are supposed to deliver to you. Once the cause of the inability or delay has ended, or improved, then the Agreement will carry on as normal.

14.1 Each Party (Compensating Party) will compensate the other Party (including the Delivery Company) for any losses suffered by the other Party in connection with the Agreement and/or a Nominations, which are caused by the negligent act or omission of the Compensating Party.

Shell Marine Terms - July 2018 GTC-8/18

Risk-Related Clauses
For Managers

Neither of us is responsible for indirect losses.

Neither of us is responsible for losses greater than the price of the Nominations.

14.2 Neither Party (including the Delivery Company) will be liable to the other Party for any indirect losses (including loss of profit, goodwill or reputation, even if this was reasonably foreseeable, however the law varies).

14.3 Our maximum total liability to you (and the Delivery Company's maximum liability to you), and your maximum total liability to us and the Delivery Company for any Delivery will not exceed the price payable by you for that Delivery.

Governance

15 Agents

Any agent that acts for you will be liable (as well as you) not only as agent, but if its actions, for the performance of all of your obligations under the Agreement, whether the agency is required or not.

16 Governing law and jurisdiction

This Agreement will be governed by English law, and except as set out in section 16.3, any dispute arising in connection with the Agreement, will be resolved by arbitration under the ICSA Rules, and three Rules are incorporated into this section 16. There will be one arbitrator and the place of arbitration will be London. The language used in the arbitration will be English. For the avoidance of doubt, the UN Convention on Contracts for the International Sale of Goods (1980) will not apply. If these Terms are translated into any other language, the English version will be the final version.

17 Notices

17.1 Any notices given by the Parties will only be effective if they are in writing (which includes fax) and sent to the receiving Party's usual address. E-mails are permitted too, if the email relates to a breach of the Agreement, it must be followed by a fax or a letter sent by a courier. If the recipient does not respond to the e-mail within ten business days of the normal business day.

17.2 Where a notification is made by your agent, then we may give the notice either to the agent, or to you.

18 Succession and assignment

18.1 You may not assign any part of the Agreement to a third party without our prior written consent, which we will not unreasonably refuse to give you. You may, at any time, subcontract your obligations under the Agreement.

18.2 We may, at any time, assign all or any part of the Agreement to a third party.

19 Expert control and non-discretion

19.1 The Parties will comply with all applicable Trade Control Laws relating to the sale, sale and export of the Marine Lubricants and will not cause each other to breach any Trade Control Laws. Both Parties may ask the other to provide evidence that the other Party is complying with this section, including with respect to you only, evidence to check the final destination of Marine Lubricants and to demonstrate the controls that are in place in order to comply with the terms.

19.2 You will not, directly or indirectly, sell or export any of the Marine Lubricants to any destination or in any destination jurisdiction or for use by any destination Party or in any destination jurisdiction, unless you confirm in writing that you can do this.

19.3 You will ensure that the restrictions in sections 19.1 and 19.2 above are imposed on any of your direct or indirect resale customers.

19.4 If a Party does not comply with this section 19.4, it will become a Restricted Party, or if it otherwise becomes unlawful under Trade Control Laws for a Party to carry out any of its contractual obligations, the other Party may, either suspend deliveries, or terminate the Agreement immediately. If deliveries are suspended or the Agreement is terminated by a Party for these reasons, that Party will not be liable to the other Party for any of its losses. If we suspend or terminate we will repay any money that you have paid us for the Marine Lubricants that were not delivered, provided that this does not breach any applicable laws and regulations.

20 Trade marks

You agree that you will not do anything that may harm our good reputation, products or brands or any of our Allstate's registered products or brands. In addition, you will not alter the decoration or design of packaged Marine Lubricants in any way, or remove or alter any Shell Trade Marks appearing on the packaged Marine Lubricants. You will only use the Marine Lubricants containers and packaging material that we have provided to you, and if we ask you, you will return any used containers and advertising and packaging material. You will not repackage any Marine Lubricants supplied to you.

21 Data, including Personal Data

21.1 Any data that you provide to us, or which relates to your website, including Personal Data (information about identified and/or identifiable individuals) may be held and processed by us for our internal purposes, as required by applicable law and for other legitimate business purposes. This may include processing data after the Agreement has ended. You may also need to complete checks to satisfy credit assessments, money laundering or fraud detection requirements. Personal Data will be processed in accordance with the Shell Privacy Notice - Business Customers, Suppliers and Business Partners, available at www.shell.com/privacy, depending on your location and as supplemented by local or additional privacy statements.

21.2 We may disclose this data to:

- 21.2.1 one or more financial institutions to satisfy credit assessment, for debt rating or fraud prevention purposes;
- 21.2.2 any agent, sub-contractor or the Delivery Company which performs services for your account;
- 21.2.3 any guarantor in person guaranteeing accounts in relation to your obligations under the Agreement;
- 21.2.4 as required or permitted by law or any regulatory authority; or
- 21.2.5 any person that we process information in connection with the Agreement to.

21.3 If you provide any information to us which is materially inaccurate, all services that you use as well become due and payable immediately.

22 Contracts (Rights of Third Parties) Act 1999

22.1 You agree that the provisions of the Agreement are intended to be enforceable

Shell Marine Terms - July 2018 GTC-8/18

Legal Clauses
For Legal

Layering in Action

Information Design Expert: Rob Waller

Excerpt from the Shell Marine (2018)
General Terms and Conditions of Sale (US).

Action Layer
Action verbs



Ordering, payment and delivery

2 Nominations

A Nomination is a list of what you need, and when

2.1 You will give us, or our representative, your Nomination. Your Nomination will specify

- grades
- quantities
- method of delivery
- type of products (including whether bulk or packed)
- port or place of delivery

for each vessel and expected date of arrival at a Delivery Port, taking into account the Minimum Notice Period.

For confirmed Nominations, we, or the Delivery Company, will make reasonable efforts to satisfy the Nomination but will otherwise have no liability.

What if your requirements change

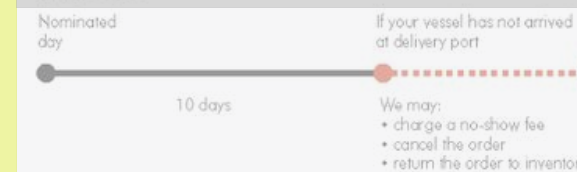
2.2 If you change your requirements without cancelling or amending your Nomination or if you don't give the Minimum Notice Period you will pay our or our Delivery Company's related expenses.

If the vessel arrives early

2.3 If the vessel arrives earlier than your nominated arrival date, we will try to supply the vessel but our supply obligation remains timed to the nominated arrival date. We will inform you if any circumstances prevent a Delivery.

If a vessel is more than 10 days late

2.4 Your vessel must arrive at the Delivery Port within 10 days after the nominated arrival date.



3 Price

We hold the price for 30 days

3.1 The price of the Marine Lubricants will be the price shown in the Price List which is in force on the date we receive the Nomination from you. This price is valid for 30 days from the date of the Nomination. If Delivery takes place after this 30 days period, the price shown in the updated Price List will apply.



3.2 We will provide you with at least 30 days' prior written notice of any proposed changes to the price which results from a price review and/or to the range of Marine Lubricants available.

If you think the increased price is unreasonable, you may, within 30 days of receiving our notification, notify us of this in writing (Objection).

Within 10 days of receipt of your Objection, a representative from your company and our account manager (Representatives) shall confer at least once to discuss the matter in good faith and seek to resolve it in an amicable manner.

If the Representatives are unable to reach agreement within ten business days of a referral being made to them then you may terminate the Agreement by giving us 30 days written notice.

Textual Layer
Detailed Information

Visual Layer
Diagrams or Plain Language Summaries

Layering Simplified: Use Plain Language Summaries

Example Pinterest Terms of Use

Pinterest

Pinterest boosts clarity with “More simply put” callout boxes i.e., plain-language summaries that make complex clauses easier to grasp at a glance.

3. Your User Content

a. Posting User Content

Pinterest allows you to post content, including photos, videos, comments, links, and other materials. For the purpose of these Terms, anything that you post or otherwise make available on Pinterest is referred to as “User Content.” You retain all rights in, and are solely responsible for, the User Content you post to Pinterest. All User Content must comply with these Terms and our policies, including our [Community Guidelines](#).

You will only post User Content that you have the rights to post, and you won’t post User Content that infringes the intellectual property rights of others (e.g., copyright infringement, trademark infringement or counterfeit), or that is otherwise unlawful, unless an exception or limitation applies under applicable law. We can take action against User Content that violates these Terms or our policies or where we are permitted or required by law, such as by removing, restricting, or limiting access to, or distribution of, the content. We can also suspend or terminate accounts of users who repeatedly or seriously infringe third-party intellectual property rights, violate the law, these Terms, or our policies, or where permitted or required to do so by law. We are a neutral intermediary and we do not review all User Content before or after it is published on the Service, so we are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other Pinterest user. For more information about how we enforce our policies or otherwise take action on content on Pinterest, see our [Enforcement page](#). Where appropriate, you may appeal the decisions you think were made in error. You may have a right under local law to bring a claim for breach of contract if you believe we have breached these Terms by removing, restricting or limiting access to, or distribution of, your User Content, or suspending or terminating your account. Pinterest cannot provide you with legal advice.

More simply put

If you post your Content on Pinterest, it still belongs to you. In using Pinterest, you agree to only post User Content that follows these Terms and our policies, is lawful and doesn’t violate anyone else’s rights. If you post User Content that is infringing, illegal, or violates our Terms or policies, we can take action against the User Content and, where appropriate, your account. Where appropriate, you can appeal those actions.

b. How we and other users can use your User Content

By providing any User Content on the Service, you grant us and our affiliates and service providers, and our users, a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, publicly perform or display, reproduce, save, modify, create derivative works, monetize, download, translate and distribute your User Content, including for the purpose of promoting and redistributing part or all of the Pinterest Service. Nothing in these Terms: (i) entitles you to any payments or the right to share in any revenue from any monetization of User Content; or (ii) restricts other legal rights we may have to User Content, for example under other licenses. We reserve the right to remove, limit distribution of, or modify User Content, or change the way it’s used in Pinterest. This not only includes User Content that we believe violates these Terms, but also our [Community Guidelines](#), our [Copyright Policy](#), our [Trademark Policy](#) or any of our other policies, or other circumstances where we feel such action is in the best interest of Pinterest or our Users.

Content recommendations on Pinterest are made based on a combination of factors. Your recommendations are mainly influenced by how you engage with our Service, the topics we think you’re interested in and how interested you are in them, and what other users who share your similar characteristics and interests like. The relative importance of these criteria is influenced by how you engage with our Service, including how often you engage, your saves, and your hides.

You can adjust how recommendations are made in your Privacy and Data Settings, and through your Home Feed Tuner.

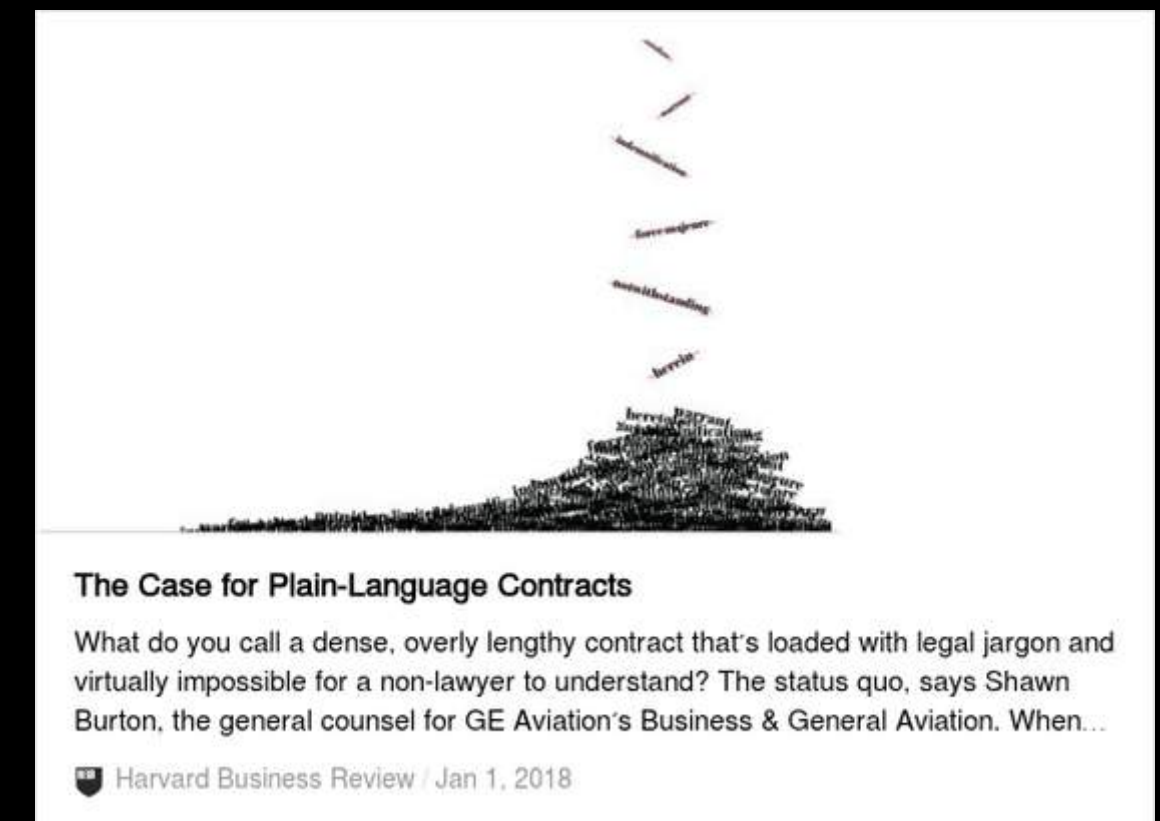
More simply put

If you post your User Content on Pinterest, we can show it to people and others can use it and save it. Pinterest shows content to users based on a combination of factors, focusing on what we think you will find interesting. When content violates these Terms, we can take action on that content.




...[A] three-plus-year effort to promote plain-language contracts at GE Aviation's digital-services business ...demonstrated ...those agreements took a whopping **60% less time to negotiate** than their previous legalese-laden versions did.

Source: HBR "Why It's Time to Kill Legalese"



Click to here to read more!

Using plain language is not just about being compliant, it's also good for business.



Build trust
through
transparency

Close deals
done faster
(less revisions)

Address
complaints
proactively

.....>

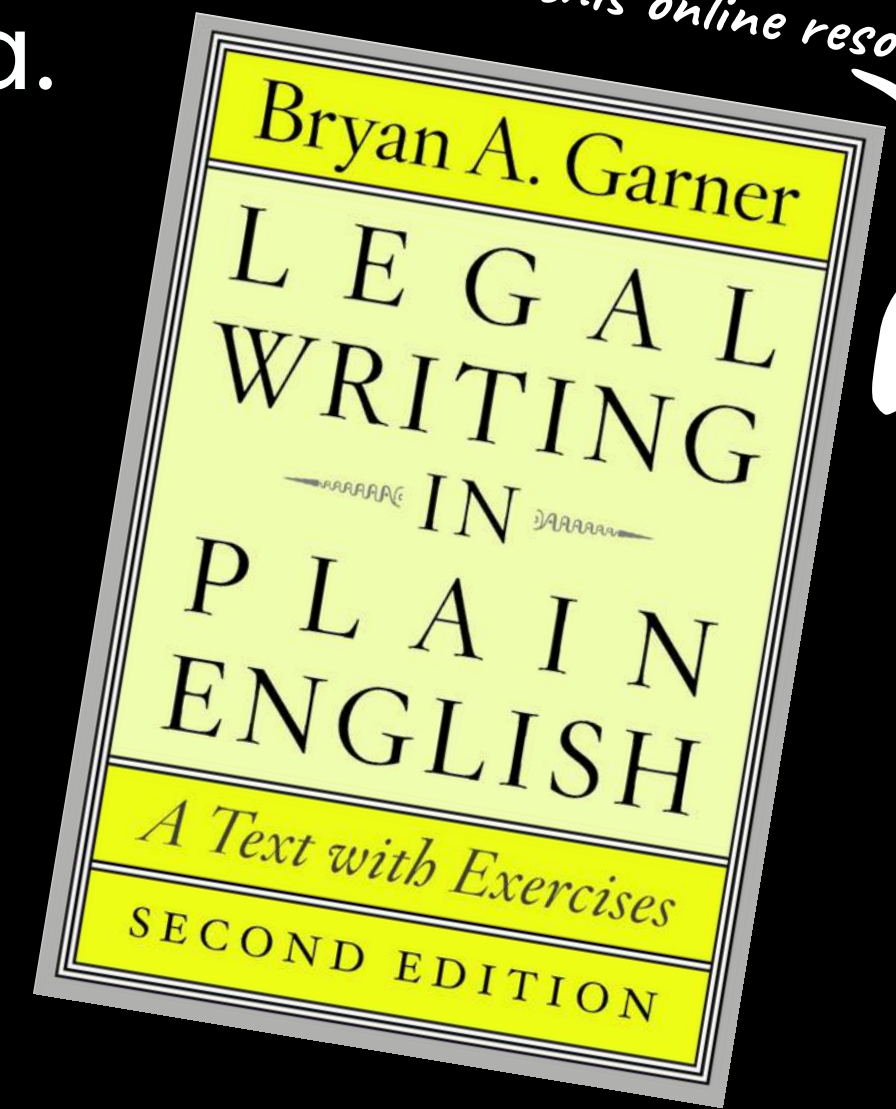
Legal Self-Empowerment



Actually, plain English is typically quite interesting to read. **It's robust and direct**—the opposite of gaudy, pretentious language. You achieve plain English when you use the simplest, most straightforward way of expressing an idea.

You can still choose interesting words. But you'll avoid fancy ones that have **everyday replacements meaning precisely the same thing.**

Click to access this online resource



Part 4

Generative AI & Legal Design in Action

**Contract &
Legal Design**



**Legal
Creatives**
legalcreatives.com

The Friction Tax

The Friction Tax is the hidden organizational cost of unclear information. It's the "extra" time, resource, and energy spent because a document is hard to understand.

- **The Velocity Gap:** Sales cycles stalling for weeks because the business can't navigate the contract without legal support.
- **The Compliance Leak:** People ignoring rules because they are too hard to understand, hence to follow.
- **The Clarification Loop:** Legal spending too much of their time explaining what a document or a clause means.

Why is AI Accelerating the Friction Tax

AI has made the production of legal text instant.
We are now entering an era of Information Inflation.

- **The Complexity Multiplier:** AI simply produces "Infinite Legalese." It scales the very complexity that creates the Friction Tax.
- **The Volume Trap:** AI can generate and review a 30-page contract in seconds, but it takes a human hours to read it.
- **The Consumption Gap:** While AI produces more text, consumption remains slow and difficult. AI creates "Drafting Speed" but does not generate "Consumption or Decision Speed".

Think of it this way: AI is a high-speed engine for producing text. But if that text is unclear, all you've done is build a faster way to create confusion.

Using AI to Structure Agreements in Seconds

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of [Date], by and between [Disclosing Party Name], with a principal place of business at [Address], and [Receiving Party Name], with a principal place of business at [Address] (each referred to individually as a "Party" and collectively as the "Parties").

1. Confidential Information

The Disclosing Party intends to disclose certain confidential and proprietary information ("Confidential Information") to the Receiving Party. Confidential Information includes, but is not limited to, all business, financial, technical, and other information disclosed by the Disclosing Party to the Receiving Party, whether in oral, written, or other tangible form.

2. Obligations of the Receiving Party

The Receiving Party agrees to keep the Confidential Information confidential and not to disclose it to any third parties without the prior written consent of the Disclosing Party. The Receiving Party agrees to use the Confidential Information solely for the purposes of [insert purpose] and not for any other purpose.

3. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly available without breach of this Agreement by the Receiving Party;
- Was known to the Receiving Party prior to disclosure by the Disclosing Party;
- Is received from a third party without breach of any confidentiality obligation;
- Is independently developed by the Receiving Party without use of the Confidential Information.

4. Term and Termination

This Agreement shall commence on the date first written above and remain in effect for a period of [insert number] years. Either Party may terminate this Agreement upon [insert notice period] written notice. Upon termination, the Receiving Party shall return or destroy all Confidential Information in its possession.

5. Consequences of Breach

In the event of a breach or threatened breach of this Agreement, the Disclosing Party may seek injunctive relief and other equitable remedies in addition to any other rights and remedies available at law.

6. Return of Materials

Upon termination of this Agreement or upon request by the Disclosing Party, the Receiving Party agrees to return or destroy all documents or materials containing Confidential Information and certify that such return or destruction has occurred.

7. No License

No licenses or rights under any patent, copyright, or other proprietary rights are granted by the Disclosing Party to the Receiving Party under this Agreement, except for the limited purpose of this Agreement.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction].

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and communications between the Parties.

10. Dispute Resolution

Any disputes arising under this Agreement shall be resolved through [insert method of dispute resolution].

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the date first above written.

Disclosing Party:
[Name]
[Title]
[Company]

Receiving Party:
[Name]
[Title]
[Company]



NON-DISCLOSURE AGREEMENT

Between [Disclosing Party Name] - Address: [Address]
And [Receiving Party Name] - Address: [Address]
Effective Date: [Date]

LAYER 1 — COMMERCIAL & OPERATIONAL TERMS

1. Purpose & Scope

1.1 Purpose The Parties wish to explore a potential business relationship. In connection with that purpose, the Disclosing Party may share Confidential Information with the Receiving Party solely for the purpose of: [insert purpose].

1.2 What is Covered "Confidential Information" means all business, financial, technical, and other proprietary information disclosed by the Disclosing Party — whether in oral, written, electronic, or any other tangible form.

1.3 What is NOT Covered The following is excluded from the definition of Confidential Information:

- (a) Information already publicly available without breach by the Receiving Party;
- (b) Information known to the Receiving Party before disclosure;
- (c) Information received from a third party free of any confidentiality obligation;
- (d) Information independently developed by the Receiving Party without use of the Confidential Information.

2. Duration

2.1 Term This Agreement takes effect on the date first written above and remains in force for [insert number] years.

2.2 Termination Either Party may terminate this Agreement on [insert notice period] written notice to the other Party.

LAYER 2 — RISK MANAGEMENT

3. Obligations of the Receiving Party

3.1 Confidentiality The Receiving Party must keep all Confidential Information strictly confidential and must not disclose it to any third party without the Disclosing Party's prior written consent.

3.2 Permitted Use The Receiving Party may use Confidential Information solely for the purpose stated in clause 1.1 and for no other purpose.

4. Consequences of Breach

4.1 Injunctive Relief A breach or threatened breach of this Agreement may cause irreparable harm. The Disclosing Party is therefore entitled to seek injunctive relief and other equitable remedies, in addition to all rights and remedies available at law.

5. Return or Destruction of Materials

5.1 Obligation on Termination Upon termination of this Agreement, or earlier at the Disclosing Party's written request, the Receiving Party must promptly return or destroy all documents and materials containing Confidential Information and provide written certification that it has done so.

LAYER 3 — LEGAL INFRASTRUCTURE

6. No License

6.1 Reservation of Rights Nothing in this Agreement grants the Receiving Party any licence or rights under any patent, copyright, trade secret, or other intellectual property right of the Disclosing Party, except the limited right to use Confidential Information for the permitted purpose in clause 1.1.

7. Governing Law & Dispute Resolution

7.1 Governing Law This Agreement is governed by and construed in accordance with the laws of [Insert Jurisdiction].

7.2 Dispute Resolution Any dispute arising out of or in connection with this Agreement shall be resolved by [insert method, e.g., binding arbitration / mediation / courts of [jurisdiction]].

8. General Provisions

8.1 Entire Agreement This Agreement is the entire understanding between the Parties on its subject matter and supersedes all prior agreements, negotiations, and communications relating to it.

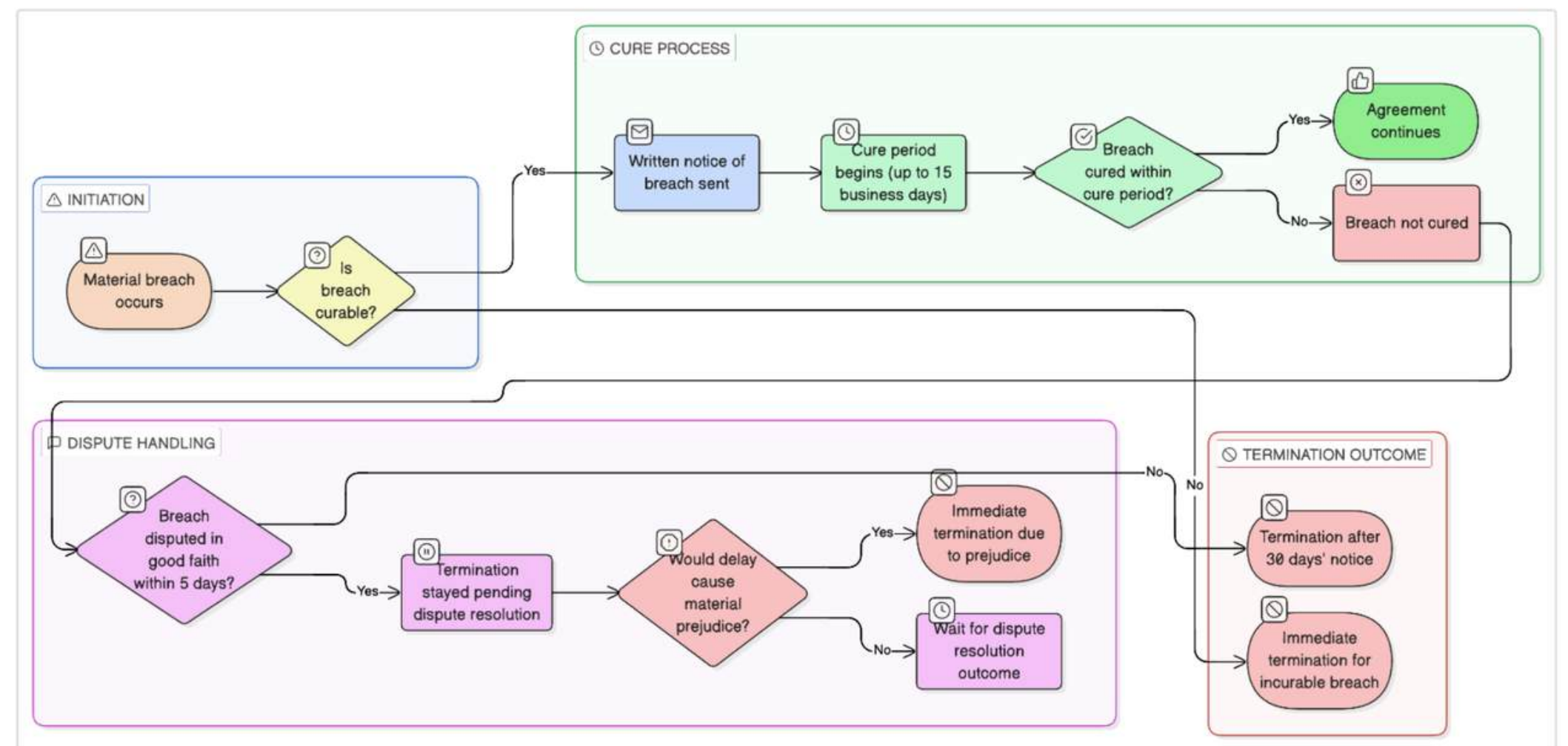
Using AI to Generate Accurate & Precise Visuals

Before

Notwithstanding any provision herein to the contrary, either Party may, upon the occurrence of a material breach by the other Party, terminate this Agreement by providing no less than thirty (30) days' written notice, provided that such breach has not been remedied within a reasonable cure period, which cure period shall not exceed fifteen (15) business days from the receipt of written notice of such breach, unless said breach is deemed incurable, in which case the Agreement may be terminated immediately upon notice. For clarity, a material breach shall include, but not be limited to: (i) repeated failure to perform material obligations under this Agreement; (ii) insolvency proceedings; or (iii) any action that results in reputational harm. However, if the breach is disputed in good faith by the breaching Party within five (5) days of receiving the notice, the termination shall be stayed pending resolution through the dispute resolution mechanism outlined in Section 14.1, unless such delay would cause material prejudice.



After - Using AI Diagramming



The Golden Rules of AI-Assisted Legal Design.

1. Define the Human Context

AI doesn't know who is reading. You must explicitly provide the Context & Persona.

The Tip: Always specify the reader's role (e.g., CEO, junior contractor, or consumer).

The Prompt Strategy: Analyze this document. Our objective is not just to get it signed, but to ensure it is fair and that the parties can actually comply with it. Identify friction points where the language or structure makes compliance difficult for a non-lawyer. For each point, suggest a 'Plain Language' alternative that maintains legal precision but increases user understanding

2. Focus on Information Hierarchy over Text Generation

The Tip: Ask the AI to identify the "Big Rocks" first.

The Prompt Strategy: "Reorganize this contract into a logical flow by segmenting the clauses into Operational, Commercial, Risk Management and Legal so that each stakeholder can find exactly what they need to do without reading the entire file."

3. Use ISO-Driven Constraints

Standard AI likes to be "wordy." You must give it boundaries based on ISO 24495-1.

The Tip: Explicitly forbid "Legal Fillers."

The Prompt Strategy: "Rewrite this without using archaic connectors (e.g., 'heretofore', 'whereas') and keep sentences under 25 words."

4. Design for Scannability (The "3-Second Rule")

The reality of legal design is that people don't read; they scan.

The Tip: Prompt the AI to convert paragraphs into tables or lists.

The Prompt Strategy: "Transform these eligibility requirements into a checklist that a user can verify in under 5 seconds."

Part 5

Next Steps & Additional Resources

**Contract &
Legal Design**

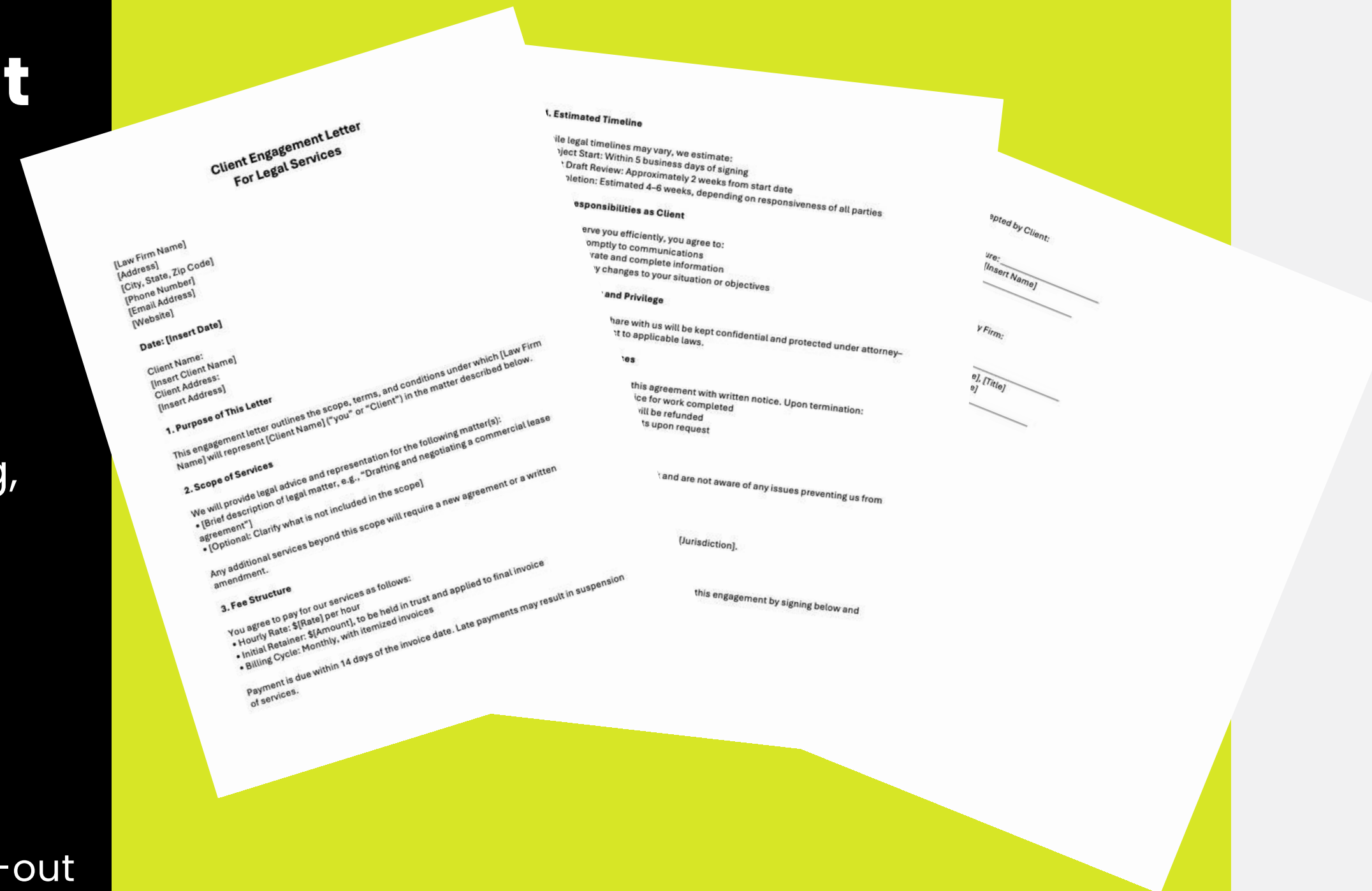


**Legal
Creatives**
legalcreatives.com

Experiment with Client Engagement Letters

They're common, high-impact documents where visuals like icons, timelines, and flowcharts can significantly improve understanding, alignment and collaboration:
Here is how:

- Add tables for fees
- Use icons for deadlines
- Create a timeline or process flowchart
- Use swimlanes for responsibilities
- Highlight client actions in boxes or call-out
- And so much more ...



Example from Legal Creatives Alumni

This is a great example of integrating visuals into an Engagement Letter. It features colored and **prominent headings** with clear section dividers, helping readers navigate with ease. The document employs **diagrams to clarify operational terms**, **a table to organize fee information**, and **a timeline to outline the delivery**.

Client Engagement Letter
Legal Services

Date: [Insert Date]

Welcome

Introductions **We are:**
[Law Firm Name]
[Address]
[City, State, Zip Code]
[Phone Number]
[Email Address]
[Website]

You are:
[Insert Client Name]
[Insert Address]

Purpose of this letter This engagement letter outlines the scope, terms, and conditions under which [Law Firm Name] will represent [Client Name] ("you" or "Client") in the matter described below.

How we'll work together

Scope of services We will provide legal advice and representation for the following matter(s):

- [Brief description of legal matter, e.g., "Drafting and negotiating a commercial lease agreement"]
- [Optional: Clarify what is not included in the scope]

Any additional services beyond this scope will require a new agreement or a written amendment.

Fee structure You agree to pay for our services as follows:

Component	Details
Hourly rate	£[rate] per hour
Initial retainer	£[amount], held in trust and applied to final invoice
Billing cycle	Monthly, with itemized invoices
Payment terms	Payment due within 14 days of invoice date
Late payments	May result in suspension of services

Estimated timelines While legal timelines may vary, we estimate:

- Project Start:** Within 5 business days of signing

Timeline:

- Engagement Letter:** Signed by you
- Project start:** Within 5 days of signing
- 1st Draft Review:** Approx. 14 days from start
- Completion:** Estimated 4-6 weeks

- First Draft Review:** Approximately 2 weeks from start date
- Completion:** Estimated 4-6 weeks, depending on responsiveness of all parties

Your responsibilities To help us serve you efficiently, you agree to:

- Respond promptly to communications
- Provide accurate and complete information
- Notify us of any changes to your situation or objectives

Other important terms

Confidentiality & Privilege All information you share with us will be kept confidential and protected under attorney-client privilege, subject to applicable laws.

Termination of services Either party may terminate this agreement with written notice. Upon termination:

- We will provide a final invoice for work completed
- Any unused retainer funds will be refunded
- We will return your documents upon request

Conflict of Interest Check We have performed a conflict check and are not aware of any issues preventing us from representing you in this matter.

Governing Law This agreement is governed by the laws of [Jurisdiction].

Acceptance & Signature

Acceptance Please confirm your agreement to the terms of this engagement by signing below and returning a signed copy.

Signature **Accepted by you:**

Signature: _____
Name: [Insert Name]
Date: _____

Accepted by us:

Signature: _____
[Attorney Name], [Title]
[Law Firm Name]
Date: _____

By Blanca Leon. Integrative lawyer, legal designer, and Conscious Contracts® practitioner. The result is another clean and professional legal document, developed as a course exercise, yet fully ready for real-life application.

Example from Legal Creatives Alumni

This Engagement Letter features a **solid architectural layout**, and **diagrams in the form of timelines**, **invisible tables for fees** – complete with **a touch of color** and **plenty of white space** to enhance clarity. By Anne Schilz, attorney specializing in IP, media, and commercial contracts based in Hamburg, Germany.

Client Engagement Letter for Legal Services

[Law Firm Name]
[Address]
[City, State, Zip Code]
[Phone Number]
[Email Address]
[Website]

Client Name:
[Insert Client Name]
Client Address:
[Insert Address]

Date: [Insert Date]

1. PURPOSE OF THIS LETTER

This engagement letter outlines the scope, terms, and conditions under which [Law Firm Name] will represent [Client Name] (“you” or “Client”) in the matter described below.

2. SCOPE OF SERVICES

We will provide legal advice and representation for the following matter(s):

- ✓ [Brief description of legal matter, e.g., “Drafting and negotiating a commercial lease agreement”]
- ✗ [Optional: Clarify what is not included in the scope]

Any additional services beyond this scope will require a new agreement or a written amendment.

3. FEE STRUCTURE

You agree to pay for our services as follows:

🕒	Hourly Rate	[\$Rate] per hour
💰	Initial Retainer	[\$Amount], to be held in trust and applied to final invoice
🔄	Billing Cycle	Monthly, with itemized invoices

Payment is due within 14 days of the invoice date. Late payments may result in suspension of services:



4. ESTIMATED TIMELINE

While legal timelines may vary, we estimate:



5. YOUR RESPONSIBILITIES AS CLIENT

To help us serve you efficiently, you agree to:

- ➔ Respond promptly to communications
- ➔ Provide accurate and complete information
- ➔ Notify us of any changes to your situation or objectives

6. CONFIDENTIALITY AND PRIVILEGE

All information you share with us will be kept confidential and protected under attorney-client privilege, subject to applicable laws.

7. TERMINATION OF SERVICES

Either party may terminate this agreement with written notice. Upon termination:

- ➔ We will provide a final invoice for work completed
- ➔ Any unused retainer funds will be refunded
- ➔ We will return your documents upon request

8. CONFLICT OF INTEREST CHECK

We have performed a conflict check and are not aware of any issues preventing us from representing you in this matter.

9. GOVERNING LAW

This agreement is governed by the laws of [Jurisdiction].

10. ACCEPTANCE AND SIGNATURE

Please confirm your agreement to the terms of this engagement by signing below and returning a signed copy.

Accepted by Client:

Accepted by Firm:

Signature: _____

Name: [Insert Name]

Date: _____

Signature: _____

[Attorney Name], [Title]

[Law Firm Name]

Date: _____



Traditional contract

Legally correct. Practically unusable.



MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into as of March 1, 2026 (the "Effective Date"), by and between Mercy Corps, a Washington nonprofit corporation with its principal place of business at 45 SW Ankeny Street, Portland, Oregon 97204, USA ("Mercy Corps"), and Northstar Advisory Group LLC, a Delaware limited liability company with offices at 1200 Market Street, Suite 900, Wilmington, Delaware 19801, USA ("Contractor"). Mercy Corps and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

1. Scope of Agreement; Engagement of Services: This Agreement sets forth the general terms and conditions under which Contractor may provide certain professional services to Mercy Corps from time to time. The specific services to be performed, deliverables to be provided, timelines, and applicable fees shall be set forth in one or more written task orders or statements of work executed by the Parties pursuant to this Agreement (each, a "Task Order" or "Statement of Work," as applicable). No obligation to perform services shall arise unless and until a Task Order or Statement of Work has been duly executed by authorized representatives of both Parties.

2. Task Orders; Statements of Work; Order of Precedence: Each Task Order or Statement of Work shall be subject to and governed by the terms and conditions of this Agreement. In the event of any conflict or inconsistency between this Agreement and any Task Order or Statement of Work, the terms of this Agreement shall control unless expressly stated otherwise in the applicable Task Order or Statement of Work. All Task Orders and Statements of Work, together with any schedules, exhibits, or appendices thereto, are hereby incorporated by reference into this Agreement.

3. Performance of Services; Compliance: Contractor shall perform all services in a professional and workmanlike manner in accordance with generally accepted industry standards and in strict compliance with the requirements set forth in the applicable Task Order or Statement of Work. Contractor shall comply with all applicable laws, regulations, policies, and procedures in connection with the performance of the services. Any modification to the scope of services or deliverables must be agreed to in writing by the Parties.

4. Non-Exclusivity: Nothing in this Agreement shall be deemed to create an exclusive relationship between the Parties. Mercy Corps reserves the right to obtain services similar to or competitive with the services provided hereunder from third parties, and Contractor shall be free to provide services to other clients, provided that such activities do not conflict with Contractor's obligations under this Agreement.

5. Independent Contractor Relationship: The Parties acknowledge and agree that Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of Mercy Corps. Contractor shall have sole control over the manner and means of performing the services and shall be responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort.

Master Service Agreement

Effective date: 1 March 2026

Who's who

Client: Mercy Corps Nonprofit Corporation (Washington, USA) 45 SW Ankeny Street Portland, Oregon 97204, USA	Service Provider: Northstar Advisory Group LLC Limited Liability Company (Delaware, USA) 1209 Orange Street Wilmington, Delaware 19801, USA
--	--

What This Agreement Is

This Master Services Agreement ("MSA") sets the overall legal and commercial framework governing services provided by the Service Provider to the Client. This agreement is made up of **three types of documents**, which together form the full agreement between the parties:

-  **Master Services Agreement**
(this document)
Defines the core legal terms that apply to all services, including governance, liability, and general conditions.
-  **Task Orders**
Each Task Order ("TO") authorizes specific services and sets out:
 - the services to be performed
 - the delivery period
 - applicable feesTask Orders are issued on a project-by-project basis and become binding only when accepted by both parties.
-  **Statements of Work**
Statements of Work ("SOWs") describe:
 - detailed scope of services
 - deliverables and milestones
 - service-specific requirements

If there is a conflict, the Task Order prevails for that project, followed by the SOW, then this MSA.

Non-Exclusivity

This agreement does not create an exclusive relationship.

- Mercy Corps may obtain similar services from other providers.
- The Service Provider may provide services to other clients, provided no conflict of interest exists.

Same legal content. Radically different outcome.

What changed isn't the content.
What changed is how the contract is
structured, prioritized, and made usable.

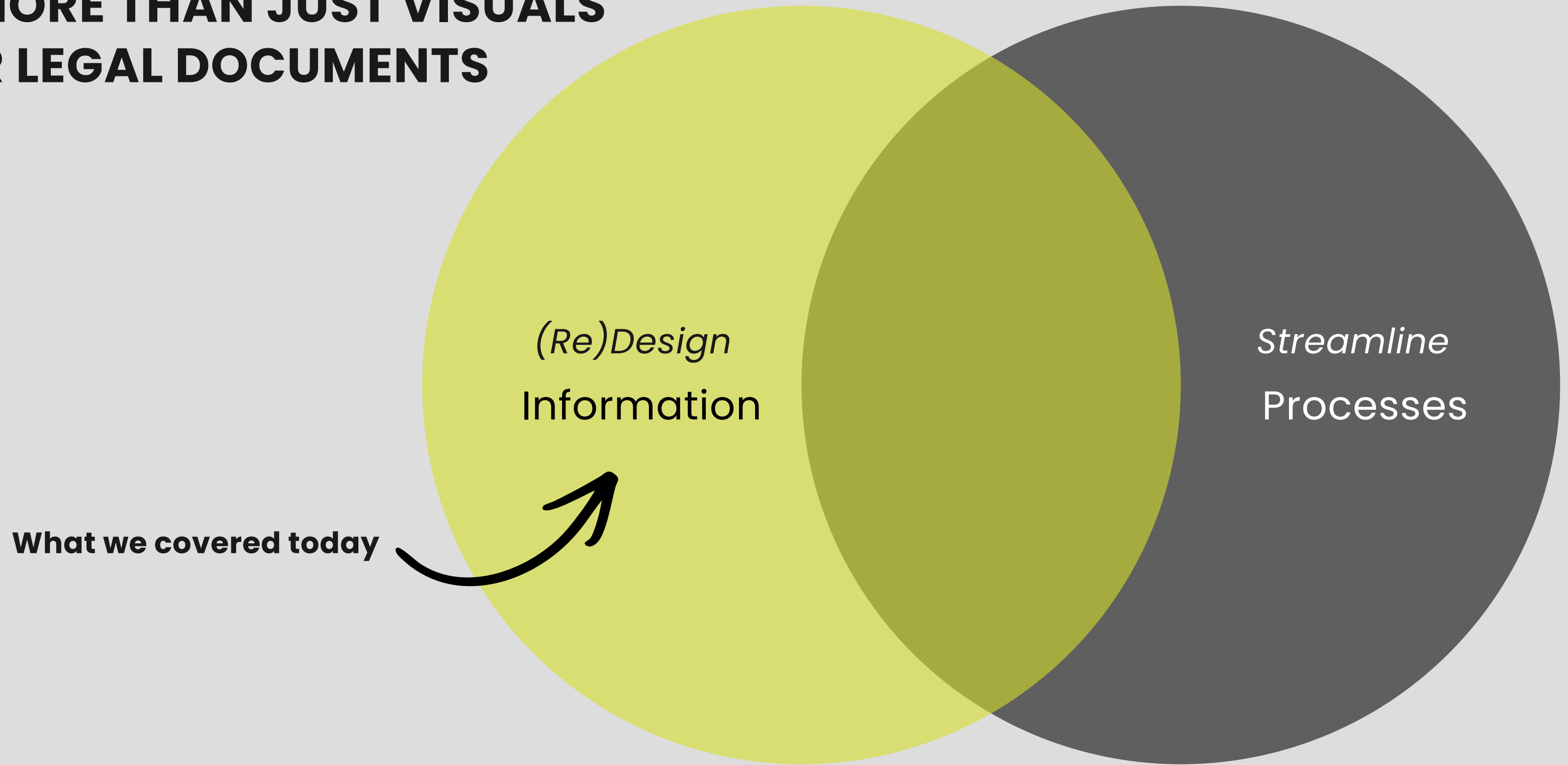
A usable contract is designed for decisions.

- Business-critical terms surface first
- Related documents are clearly mapped
- Structure guides attention and action
- Readers can orient themselves quickly
- Legal expertise is embedded, not explained away

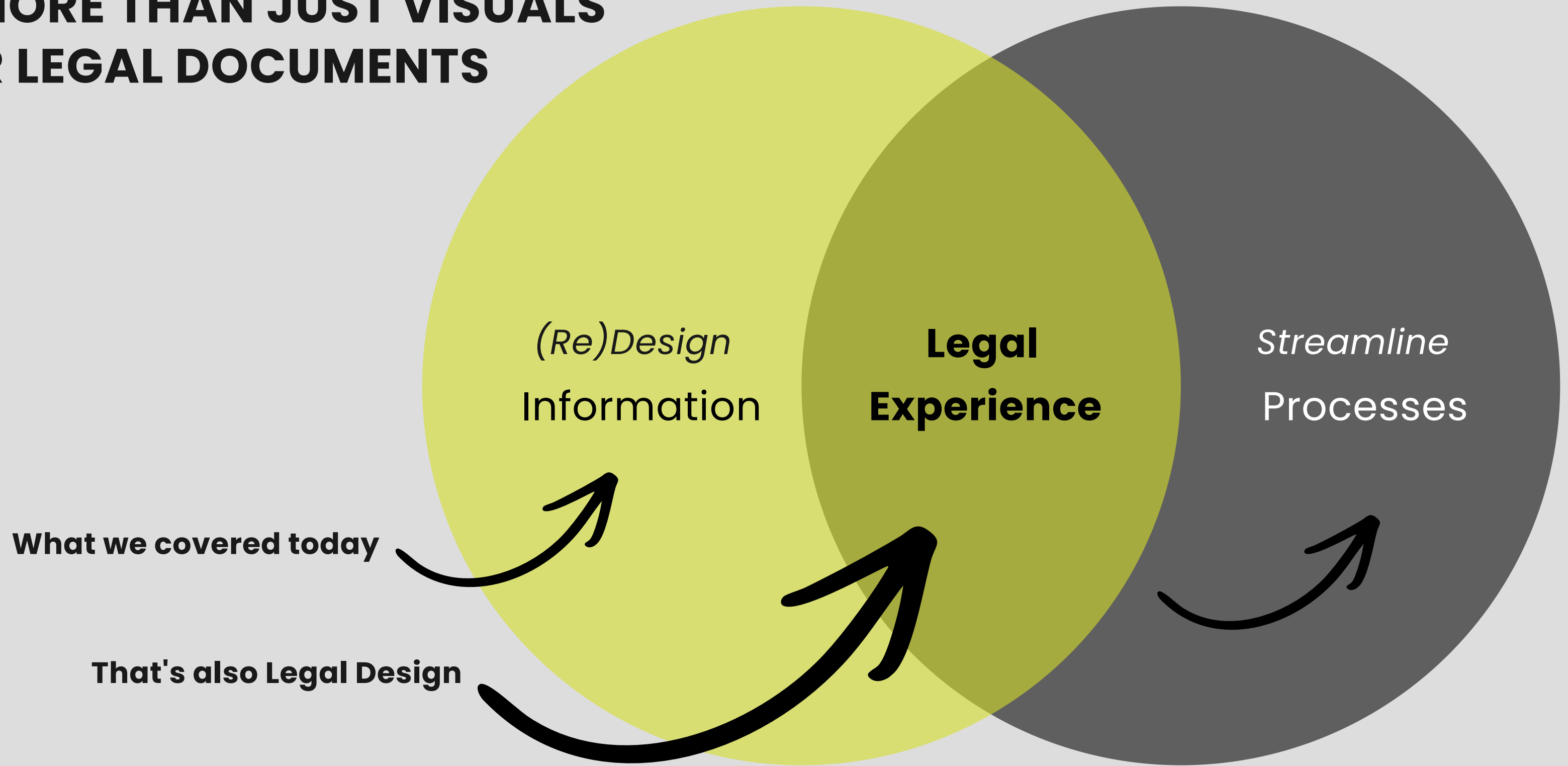


Usable contract
Designed for decisions.

CONTRACT & LEGAL DESIGN IS MORE THAN JUST VISUALS FOR LEGAL DOCUMENTS



CONTRACT & LEGAL DESIGN IS MORE THAN JUST VISUALS FOR LEGAL DOCUMENTS



THE REAL COST OF LEGAL FRICTION

Why AI-Accelerated Drafting Is Slowing Revenue and Execution

How contracts, policies, and internal playbooks quietly erode revenue velocity, productivity, and strategic control.

EXECUTIVE INTRODUCTION

For decades, the primary bottleneck in legal, compliance, and policy teams was drafting time. Documents took weeks to produce, review, and finalize. That constraint has now been eliminated. Generative AI can produce contracts, policies, and internal playbooks in seconds.

Yet despite this dramatic increase in speed, most organizations have not seen a corresponding improvement in execution, revenue velocity, or operational clarity. In many cases, the opposite has occurred. This report explains why.

AI has solved the problem of production, but it has exposed a much more expensive and less visible problem: consumption. Documents are being generated faster than humans can understand, apply, or operationalize them. This gap between creation and use is now one of the most significant, and least measured, sources of friction inside modern organizations.

We refer to this hidden cost as the **Friction Tax**.

Key Findings

- AI reduces drafting time, but unreadable output simply shifts cost downstream, where it multiplies.
- Revenue loss from delayed execution routinely exceeds legal drafting costs by an order of magnitude.
- In compliance and operations, unreadable documents increase risk rather than controlling it.
- Strategy fails not because it is wrong, but because it is trapped inside unusable documents.

SUMMARY

1

THE DRAFTING ILLUSION

AI has dramatically reduced drafting time, but this efficiency is often measured at the wrong point in the system.

3

THE CONSUMPTION GAP

The Consumption Gap is the distance between what a document technically says and what its audience can realistically do with it under pressure.

THE FRICTION TAX

The Friction Tax is the cumulative, hidden cost of documents that are legally correct but operationally unusable.

INCLUDED RESOURCES

- Friction Cost Calculator
- Internal Executive Memo Template
- Additional Resources on Legal Design & Document Clarity

Links to all resources are provided at the end of this document.



The Real Cost of Legal Friction

- Additional Resource No1 -

Why AI-Accelerated Drafting Is Slowing Revenue and Execution

[Download this Resource Here](#)

More Resources via legalcreatives.com



Document Friction Calculator

This tool doesn't measure how readable a document is—it measures how expensive it is to keep explaining it. Calculate the hidden costs of unclear documents across your organization.

Calculate Your Document Friction Costs

Document Volume & Value

Documents per Year (N)

e.g., 120

Document Type

Contract

The Clearer Contracts

Checklist

10 Essential Principles for Better

Legal Design techniques that work — without

Prepared by Legal Creatives, online education platform

the way legal information is communicated, through d

THE CLEARER CONTRACTS CHECKLIST

Introduction: Why This Checklist

Contracts shouldn't be confusing. Yet too often, they're written in a way that overwhelms, rather than informs.

Whether you're drafting from scratch, reviewing someone else's work, or looking to improve an existing document, this checklist will help you spot common pitfalls and make intentional improvements that increase clarity, usability, and trust.

Rooted in legal design principles, this resource brings together the essentials for structuring, simplifying, and strengthening your contracts, without compromising on legal precision.

Use it as a quick reference. Share it with your team. Or keep it nearby when you're deep in drafting mode. Clearer contracts start with better questions, this checklist will help you ask them.

About Legal Creatives

Legal Creatives is an online education platform dedicated to transforming the way legal information is communicated, through design and visual thinking.

to craft clearer, more effective documents that improve making, and foster better client relationships. More than just usability, and purpose. Our Certification Program equips and practical frameworks to redesign contracts and legal

ever made for my professional development."

tries around the world, and 90% of participants rating the as excellent, our immersive, hands-on training is the top mastering contract and legal design in under 90 days.

er online program and gain the frameworks, methods, and ce work. You will get instant access to on-demand content, ave the opportunity to develop hands-on practice, within a ting legal professionals.

Certification Program

Contact: hello@legalcreatives.com

THE CLEARER CONTRACTS CHECKLIST

The Checklist

1. Purpose First

Have you clearly stated what this contract is for in plain-language?

- Yes, the purpose is stated simply in a summary at the top of the document
- Yes, and provided a one-pager summary with high level information
- No, the intent is buried or overly legalistic

2. Structure & Flow

Is the content organized into logical, digestible sections?

- Headings and subheadings are clear and intuitive
- Clauses are grouped logically (e.g. obligations, payments, termination)
- Each section builds on the one before it

3. Plain Language

Have you eliminated legalese and made the language accessible?

- Jargon and archaic terms are removed or explained
- Sentences are short, direct, and active voice
- Complex ideas are broken into bullet points or simplified
- Considered needs of non-native speakers or vulnerable readers

4. Visual Clarity

Is the design helping people read and understand?

- Key info is highlighted using spacing, icons, or callouts
- Important clauses (e.g. obligations, timelines) are easy to find
- The font is readable, and layout isn't crowded

5. Navigation Aids

Can someone find what they need quickly?

- Table of contents or overview is included
- Each clause has a clear title or number
- Pages or sections are clearly separated

The Clearer Contract Checklist

- Additional Resource No2-

A practical legal design tool for clearer, more usable contracts

[Download this Resource Here](#)

More Resources via legalcreatives.com

Behind the Nerdiness: How We Redesigned Contract Nerds Terms of Use, and Why

A behind-the-scenes look at how principles were applied to Contract Nerds Terms of Use to improve clarity and usability.

Prepared by Legal Creatives, online education platform for legal professionals. The way legal information is communicated, through design and content.



BEHIND THE NERDINESS: HOW WE REDESIGNED CONTRACT NERDS TERMS OF USE, AND WHY

Why We Redesigned Contract Nerds Online Terms of Use

Most Terms of Use are legally sound, but practically unusable. Traditionally, Terms are written to protect against risk, not to support understanding. They are long, dense, and structured around legal logic rather than how people actually read, scan, or return to documents over time. The result is a paradox: users are expected to comply with rules they struggle to understand.

This challenge does not disappear simply because the audience is legally trained. In fact, our research consistently shows that even contract and legal professionals experience friction when navigating long text-heavy agreements, especially in digital environments.

When we began redesigning the Contract Nerds Terms of Use, our objective was to preserve legal enforceability while improving trust and engagement with the platform. This was not about simplifying the terms. It was about optimizing how legal information is structured, presented, and accessed.

Just as importantly, we wanted this project to be educational.

BEHIND THE NERDINESS: HOW WE REDESIGNED CONTRACT NERDS TERMS OF USE, AND WHY

Step 5 - Optimize Navigation for Real Use

Usability is not about reading everything; it's about finding what matters. Even online, most Terms of Use force users to scroll endlessly.

We treated the Terms like a digital product and introduced:

- A clickable table of contents
- A legal menu for complex backend clauses
- Role-based navigation paths for different users

This was unusual, and initially surprising, but quickly became one of the most praised features by users. Users loved being able to jump directly to what mattered to them, instead of hunting through the document.

What the Contract Nerds Community Told Us

The feedback was overwhelmingly positive. In post-launch surveys:

- Clarity of language scored 4.5/5
- Ease of use scored 4.8/5 (the highest metric)
- 8/10 users agreed that the redesigned Terms significantly enhanced trust and engagement with the platform compared to a long wall of text.

Words like clear, modern, on-brand, and easy appeared repeatedly. Clarity is a competitive advantage for earning trust. Even experienced legal professionals strongly appreciated the clarity of the language used, the quality of the presentation and organization of the information and the navigation experience.



As one community member put it:

"I learned that contracts aren't just about words, but about style and organization."



Contract Nerds Terms of Use

Contract Nerds Terms of Use is provided by Docusign Inc. This Terms of Use redesign project, created and owned by Contract Nerds United, LLC, and is not affiliated with or endorsed by Docusign Inc. The Contract Nerds Terms of Use is provided for informational purposes only and does not constitute legal advice. Should you have questions regarding your own terms, you should consult with a legal professional.

Contact: hello@legalcreatives.com

Behind The Nerdiness

- Additional Resource No3-

How We Redesigned Contract Nerds Terms of Use, and Why

[Download this Resource Here](#)

More Resources via legalcreatives.com

Questions?

You can ask anything

Email: tessa@legalcreatives.com

Contract & Legal Design

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Let's implement Insights & Takeaways!

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