

## Agreement for Performance of Legal Services

Thank you for selecting Leading-Edge Law Group, PLC (“LELG”) for your legal needs. This agreement (the “Agreement”) sets forth the terms of LELG’s representation of you. Because strong fences build good neighbors, this Agreement addresses these terms in detail.

1. Scope of Representation. Your signing this Agreement doesn’t obligate you to use LELG for any particular legal work; it only sets the terms for if and when you assign work to LELG and LELG accepts it.

The scope of LELG’s representation of you may be set forth in a letter or email from LELG. Regardless of whether such a written communication occurs, unless we agree otherwise, LELG only has responsibility for the particular legal matters in which LELG agrees to represent you and not all of your legal needs. In any event, this Agreement will govern all of the legal services that LELG provides to you unless LELG and you reach a different agreement in writing.

LELG represents only the person or entity that enters into this written agreement with LELG. Unless we state expressly otherwise in a written communication to you, LELG does not represent any people or entities associated with you, such as parents, subsidiaries, officers, directors, shareholders, employees, contractors or agents.

2. Attorneys’ Fees – Hourly Fees. In situations where we do not offer flat fees, and when the legal work you assign to us is beyond the scope of our flat fees, we will charge hourly fees. LELG’s fees will be based upon the time expended at hourly rates established from time-to-time by LELG for the attorneys, law clerks and paralegals working on your matters.

We wish we could offer all of our clients a more predictable basis for charges than hourly fees (we don’t like hourly fees any more than you do); unfortunately, outside of some aspects of trademark work, almost all of our client matters have some unique aspect that makes hourly fees the best way to proceed. We bill in tenths of an hour and round our actual time expended to the nearest tenth.

Please keep in mind that our attorneys’ time is the only product we offer. Thus, you should expect to be billed for all of the time we spend working on your matters. This includes time we spend talking with you on the telephone or meeting with you regarding your matters. We won’t charge you for time we spend talking with

you about things other than your legal needs. We may occasionally choose to write off or reduce some hourly charges as a courtesy to you, but we do so in our sole discretion.

At the present time, LELG charges \$365 per hour for John B. Farmer’s time, \$275 per hour for Melanie C. Holloway’s time, \$310 per hour for Mark W. Hrozenchik’s time, \$275 per hour for Amy S. Ashworth’s time, \$260 per hour for Matthew R. Osenga’s non-patent time, and \$310 per hour for Matthew R. Osenga’s patent time. LELG intends to adjust its hourly rates at the end of each calendar year. If LELG determines that it is necessary to raise its hourly rates during midyear, it will give you notice prior to when the increased rates take effect or will not charge you at the new, higher rate until it has given notice of this increase to you.

LELG will attempt to assign work to its attorneys, law clerks and paralegals who can handle your matters in a cost-effective manner. LELG will also attempt to involve no more attorneys than necessary to handle your matters properly.

LELG might provide an estimate to you for the likely fees to be incurred to perform certain legal services. Unless we state in writing that our fees are flat fees, they are only estimates. We will try hard not to exceed significantly fee estimates without getting your prior approval because we understand your need to anticipate costs. Still, unless we have agreed to a flat fee, our entire hourly fees will be due.

If your business is in central Virginia, we will not bill for time to travel to your offices. Otherwise, we will bill you for the travel time of our attorneys, but at only one-half of our standard hourly rates unless we are able to work on your matter while traveling, in which case we will bill at our full, standard hourly rates.

3. Attorneys’ Fees – Trademark Flat Fees. LELG will perform some of its trademark legal services for you on a flat fee basis, with hourly fees applying in situations not covered by the flat fees. You can find information about LELG’s current flat fees on our website – [www.LeadingEdgeLaw.com](http://www.LeadingEdgeLaw.com).

LELG may amend the terms of its flat fees, such as by raising its flat fee rates. If LELG does so, we will give you notice of the new terms and will not charge you for the higher rates until we have given such notice. LELG intends to adjust its rates at the end of each calendar year.

LELG maintains an internal policy on when it has earned trademark flat fees. LELG bases this policy upon its experience in what its hourly fee would be to perform certain trademark services. This policy sets certain milestones in the trademark legal process and states that a certain percentage of the flat fee is earned once each milestone is reached. LELG may modify this policy from time to time to reflect its experience on the time required to perform trademark legal matters.

LELG bills its flat fee for analysis of a trademark research report when it completes that analysis. That flat fee is fully earned at that time.

As for trademark prosecution, LELG bills its flat fee when it files your mark registration application. According to our policy, a certain percentage of that flat fee is earned when the application has been filed. We place the remaining percentage of the flat fee payment in our trust account until other milestones set forth in our policy are reached, at which time we pay ourselves the other earned fees from the money placed in trust. If prosecution of the trademark registration application is halted prior to the completion of all milestones, the remaining percentage of the flat fee will be returned or credited to you.

We will reflect the money held in trust in bills we send to you, and will also show on those bills when we take money from trust to pay LELG.

4. Advance Fee Payments. We may ask for an advance fee payment before we begin work on a matter. In this situation, you would pay to LELG a sum of money that we would hold in our trust account and later apply toward payment of amounts you owe us for fees and costs.

An advance fee payment is not the same as a flat fee. For example, we might request an advance fee payment for only part of the anticipated fees or our actual fees could exceed an estimate, so you might end up paying more than the advance fee payment. On the other hand, if our eventual fees are less than the advance fee payment, we will promptly refund the difference to you.

5. Costs. Costs are expenses we incur in representing you. We usually do not advance any substantial costs. If we anticipate any such expenditure, we generally will ask you to pay such expenses directly or to provide us with funds to make the expenditure. Nonetheless, to the extent we incur costs and expenses on your behalf, you will reimburse LELG for them.

LELG does not want to nickel-and-dime you for small costs. Thus, beyond our hourly fees, we will not charge you for the cost of reasonable photocopying done at LELG, reasonable long distance telephone charges

(except international calls), faxes (except international faxes), local automobile and travel expense, or online legal research when such research is within the limited-scope flat fee LELG has with its online legal research service.

LELG will pass along to you other costs, such as travel expenses for out-of-town trips (e.g., transportation, lodging and meals), international calls, large photocopying jobs that we send out to a vendor, online legal research outside of LELG's flat fee, trademark and copyright research or registration-related fees, courier fees, overnight delivery fees (e.g., FedEx) or costs arising from litigation, such as expert witness fees, deposition fees or court filing fees.

6. Our Bills. We generally bill for our services (both fees and costs that you have not paid already) at the end of each month. If your matter concludes or reaches a logical stopping point during a month, we may issue a bill after that time instead of waiting until the end of the month. Our statements for legal services will be itemized to reflect the date the legal services were rendered, a description of the legal services performed, an identification of the attorney or paralegal who provided the services, and the time and charge for each day's services by that person.

Generally, we transmit our bills no later than the 5<sup>th</sup> day of the following month. **Payment to us is due within 30 days of our deposit of your bill in the U.S. Mail.** If you wish, we can transmit our bills to you by any other means you request (such as email or fax). We will automatically impose a charge of 1.5% per month for all fees and costs not paid within 45 days of our deposit of your bill in the U.S. Mail or transmission by any other means you have requested.

**We cannot represent you if you do not consistently pay our bills within 30 days of when we mail our bills to you.**

If you incur any interest charges due to late payment and later make a payment of less than all money you owe to LELG, your payment will first be applied to interest charges, and then against unpaid costs, and then against unpaid legal fees.

7. Nonpayment of Our Bills and Disputes. LELG may withdraw from representation and cease performing services immediately in any matter in which we are engaged if payment is not made as agreed upon in this Agreement. In such event, all fees and costs for which we have not yet issued a bill (such as work for the current month) will immediately become due from you. Especially because we are a small firm, we cannot continue to provide legal services to clients who do not pay their bills on time.

If you cannot pay your bill on time, please call the attorney handling your matter before the bill is due. It's better to address such issues early.

If you ever believe our bills are not accurate or if you disagree with our charges, we gladly will discuss them with you. All of our fees and costs are due when provided in this Agreement even if we do not achieve all of your goals, such as winning a case in litigation. We cannot guarantee results, although we will try hard to reach your goals. So that we can address any billing issues promptly, you will raise any questions that you have regarding our bills within 30 days of our transmission of them to you.

While we hope this never happens, should your failure to pay your bills when due cause LELG to institute litigation to recover its fees and/or costs, LELG shall be entitled to recover its attorneys' fees and costs incurred in that litigation. Should we file that litigation ourselves, you agree that the time we spend on litigation at our then-present hourly rates shall constitute our attorneys' fees.

8. End of Representation in Patent, Trademark and Copyright Matters. If we represent you in obtaining a trademark registration, copyright registration or a patent, that representation concludes once the registration or patent issues. Although we may sometimes do so as a courtesy, we are NOT responsible for the docketing of, or for reminding you of, (i) maintenance fee payments for issued patents, or (ii) regarding trademark registrations, maintenance and renewal fee payments and proof-of-continued usage filings. We will inform you of these deadlines in writing at the time of trademark registration or patent issuance. Although we docket the issuance of your copyright registration certificate and may attempt to notify you every two years to inquire about changes in the copyrighted work that could impact the registration's strength and effectiveness, we would do so merely as a courtesy; we are NOT obligated to make such communication to you.

9. Maintenance Fees for Patents, Renewal Fees for Trademarks. Unless we have an explicit agreement with you otherwise, we are NOT responsible for payment of maintenance fees for issued patents, or for payment of maintenance or renewal fees for trademark registrations. They are your sole responsibility.

Agreed:

By: \_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

10. Other Issues. We strive to provide timely, quality services to our clients. From time to time, we may seek feedback from you on how we are performing. In fact, we want to know your opinion of our services and how we can do better. We would rather know of a problem and address it than have you go away unsatisfied but silent. Although you will not be obliged to do so, we would appreciate your response to inquiries from us as to how we can serve you better.

This Agreement sets forth our entire Agreement with regard to attorneys' fees and costs. It replaces any other communications or agreements between us on fees. This Agreement may be amended only in writing. We may terminate our services due to your failure to pay our fees and costs when due, if we determine that our relationship is incompatible, if you insist that we take action that we deem unethical, or if you do not respond within a reasonable time to our communications to you. In case of termination by LELG for any such reason, our fees and costs remain due.

Virginia law governs our relationship. If, unfortunately, any disputes arise between us (except over simple failure to pay fees and costs when due), a representative of LELG and you shall meet in person in Richmond, Virginia at least once in an attempt to resolve them. If any litigation occurs between us, it may be filed and maintained only in the Circuit Court for the City of Richmond or the United States District Court for the Eastern District of Virginia, Richmond Division. **TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH YOU AND LELG WAIVE ANY RIGHT TO A JURY TRIAL IN SUCH LITIGATION.**

When this Agreement refers to us making an agreement in writing, both parties must sign that writing to be effective.

If you agree with the terms set out herein, please sign this Agreement and return the entire Agreement to LELG.

Thank you for choosing LELG for your legal needs. We appreciate your business and the opportunity to serve you

Title:<sup>1</sup> \_\_\_\_\_

Complete Corporate Name of Client:

\_\_\_\_\_

Date: \_\_\_\_\_

LEADING-EDGE LAW GROUP, PLC

By: \_\_\_\_\_  
John B. Farmer, Member

Date: \_\_\_\_\_

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<sup>1</sup> You should not fill in this blank or the next blank if we are representing you individually, as opposed to representing a company or other legal entity.