

Agreement for Performance of Legal Services

Thank you for selecting Leading-Edge Law Group, PLC (the "Firm") for your legal needs. This agreement (the "Agreement") sets forth the terms of the Firm'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 this Firm for any particular legal work; it only sets the terms for if and when you assign work to this Firm and the Firm accepts it.

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

2. Attorneys' Fees – Flat Fees. The Firm 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 our firm's current flat fees on our Web site – www.LeadingEdgeLaw.com.

The Firm may amend the terms of its flat fees, such as by raising its flat fee rates. If the Firm 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. The Firm intends to adjust its rates at the end of each calendar year.

3. 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. The Firm's fees will be based upon the time expended at hourly rates established from time-to-time by the Firm 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, the Firm charges \$350 per hour for John Farmer's time, \$360 per hour for Jim Beran's time, \$250 per hour for Amy Ashworth's time, \$250 per hour for Matt Osenga's non-patent time, and \$295 for Matt Osenga's patent time. The Firm intends to adjust its hourly rates at the end of each calendar year. If the Firm 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.

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

The Firm 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.

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.

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 the Firm 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 the Firm for them.

The Firm does not want to nickel-and-dime you for small costs, unlike most other law firms. Thus, beyond our hourly fees, we will not charge you for the cost of reasonable photocopying done at the Firm, reasonable long distance telephone charges (except international calls), faxes (except international faxes), local automobile and travel expense, or online legal research (presently Lexis) when such research is within the limited-scope flat fee the Firm has with its online legal research service.

The Firm 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 the Firm's flat fee, trademark and copyright research or registration-related fees, 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 5th 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.

7. Nonpayment of Our Bills and Disputes. The Firm 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 that 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 guaranty 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 this Firm to institute litigation to recover its fees and/or costs, the Firm 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. 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.

The Firm may change its name as it grows, and it may merge with other small firms or solo practitioners as it grows. If this occurs, this Agreement will continue to apply to the performance of any legal services for you.

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 the

Firm 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 the Firm 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 the Firm 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 the Firm.

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

Agreed:

By: _____
Signature

Printed Name: _____

Title:¹ _____

Complete Corporate Name of Client:

Date: _____

LEADING-EDGE LAW GROUP, PLC

By: _____
John B. Farmer, Member

Date: _____

¹ 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.