

## Terms of Service

Should you desire TRACY P. JONG, ESQ. to represent you regarding intellectual property and general consulting matters, we would proceed on the following terms:

Trademark application preparation will be performed on a fixed fee basis. Costs included in this estimate are as follows: costs for preparing the application file, associated papers and conversion of your electronic files to the format required for filing with the trademark office. Additionally, there will be a filing fee of \$275-\$325 (for each product class). The retainer will be deposited into a trust account, and we will draw from the account amounts to compensate for actual services and disbursements. You will receive periodic statements of any disbursements from the account. Any outstanding balance remaining after drawing from the trust account will be due and payable when services are completed. Please be advised that the Tracy P. Jong. Trust Account is a non-interest bearing account. No interest will be paid on funds in this account.

Routine filings can also be performed on a fixed fee basis. Examples include preparation and filing of a Statement of Use and Specimen, a Section 8 or 15 Affidavit, a Renewal application and formalities issues that arise during the prosecution of the mark. Fees for these services typically range from \$100 to \$400 per class of goods or services. We will advise you of the fees to perform any work and obtain your consent before proceeding. Other services will be performed at our standard hourly rates and a quote will be provided when this situation arises. In most cases, additional retainers will be required toward each new project as you authorize our office to proceed. This figure guarantees you the exclusive representation of this office, and is in consideration of our firm committing its resources to handling this matter for you. This retainer agreement does not cover appeals of any kind, except the serving and filing of a Notice of Appeal from any adverse judgment, final office action, or order, affecting your case, if you specifically direct me to do so. No other legal services are to be performed except those stated.

You are aware of the hazards and costs of administrative proceedings and acknowledge that despite our efforts on your behalf there is no assurance or guarantee of: (a) the outcome of this matter; or (b) the length of time it may take to resolve; or (c) the costs which may be incurred. Since each trademark application is unique, with a unique prosecution history, it is not possible to predict with accuracy the period of time of this firm's representation of you, and for the purpose of providing you with a degree of certainty with regard to the firm's hourly charges during the period of representation, the firm agrees to maintain the foregoing hourly rates for a period of one (1) year. The schedule of hourly rates is: \$200 per hour for an attorney doing trademark, copyright and intellectual property related work, and \$65.00 for paralegals. It is our policy to seek to assign the person who is most competent to do a particular task at the lowest hourly rate. Of course, the decision regarding which individual will work on your case, or any aspect of the case, rests solely with us.

We will send you itemized bills from time to time. We may require that costs and expenses (noted above) be paid in advance. All other out-of-pocket bills for costs and

legal fees are due upon receipt. Any bills not paid within thirty (30) days accrue interest at the legal rate (presently 9% per annum) from the date of the bill, and you will be liable for reasonable attorney's fees for collection of said sums. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

You have the right in your sole discretion to terminate our representation of you prior to the conclusion of the case. If you discontinue our services prior to the conclusion of your case, whether by agreement, or if this firm is relived as your attorneys by court order, any unearned portion of the initial retainer you advanced to this firm will be refunded to you after deduction of unpaid out – of – pocket disbursements. Any unpaid charges for legal services will be due upon our discharge. Should TRACY P. JONG, ESQ., withdraw as your counsel or you discharge TRACY P. JONG, ESQ. as your attorney, you will pay all costs of copying the entire file, all attorneys' fees due and all disbursements and costs due before the file is released.

Please also understand that we may terminate the relationship for any grounds allowed by law, including but not limited to the following: your failure to abide by this agreement; your failure to cooperate in the services indicated; your failure to provide timely, truthful and accurate information; or your failure to make timely payment for services rendered in accordance with the billing terms set forth in invoices submitted to you. Your rights and responsibilities as a client of Law Offices of Tracy P. Jong are summarized in the attached "Client Rights & Responsibilities" document.

You authorize Tracy P. Jong to take any steps which, in our sole discretion are deemed necessary or appropriate to protect your interests in the matter. You agree to fully cooperate with TRACY P. JONG, ESQ., and provide all information relevant to the issues involved in this case and to promptly pay all bills as required by this agreement. If you do not comply with these requirements, this non – compliance shall be a basis for TRACY P. JONG, ESQ., to ask the United States Patent and Trademark Office and/or Court for permission to withdraw from representing you, to which request you agree to consent.

Please note that the trademark costs provided above only include the service of preparing and filing the application. When there is a need to respond to an Office Action from the Trademark Office, or to prepare and file other documents or amendments to an application in response to communication from the Trademark Office, the services will be charged at the current hourly rate of the attorney or agent performing the service, \$200 per hour. At such times, we will be pleased to provide cost estimates and to seek your approval before preparing a response on your behalf. The cost of responding to an Office Action varies widely, depending upon the complexity of the invention, and the findings of the Examiner in the action itself. Variation from \$100 to \$1000 is quite common. Should a trademark registration be allowed, you should be aware that there will be registration and publication fees, as well as periodic maintenance fees.

Our practice is to retain electronic copies of all files for long-term storage. Should you desire to retain your hard-copy file for any reason, you may do so if within sixty (60) days of the completion or resolution of this matter, you agree to pick up your file at our office or have it mailed to you at your cost. In the conversion of hardcopy records to electronic records, it may be destroyed without further notice to you after such time.

If any of the information provided is not clear, or if you have any questions or would like to discuss additional or alternative services, please do not hesitate to contact me directly. If you find the terms defined in this agreement to be acceptable, and you wish to retain Law Offices of Tracy P. Jong to represent you, please acknowledge with "I accept"

I hope that my firm can be of service to you in your intellectual property matters. We look forward to serving you. You may print a copy of this agreement for your files.