

# BRAND

REGISTRY TRADEMARK

1. **THE PARTIES / EFFECTIVE DATE.** This Agreement is between **The Law Firm of Preston P. Frischknecht dba BRAND REGISTRY TRADEMARK** ("Attorney") and You ("Client") and is effective as of the latest date of signing by Client and written confirmation of engagement by Brand Registry Trademark.
2. **CONFLICTS.** In order to best serve Client, the representation of client for the legal services provided below is subject to Attorney's reasonable verification of the absence of any conflicts of interest in the representation and communicating the same to Client prior to initial consultation.
3. **LEGAL SERVICES PROVIDED, RESPONSIBILITIES OF ATTORNEY AND CLIENT.** The Legal Services to be provided by Attorney to Client are:
  - (a) an initial consultation of up to thirty (30) minutes;
  - (b) one comprehensive U.S. federal, state and common law trademark search and report;
  - (c) one opinion and recommendation based on the search results;
  - (d) a follow-up consultation of up to thirty (30) minutes regarding search results and filing strategy;
  - (e) preparation and filing of one trademark application (for up to three [3] classes); and
  - (f) one non-substantive office action response (disclaimer or goods and services amendment).("Legal Services").

All additional services are at additional charge. Additional services are billed at the hourly rate of \$280 or flat fee (as applicable). For example, additional/follow-up trademark searches are \$495/mark. Additional services amounts will typically be invoiced at the first of the month, due net 30. However, Attorney reserves the right to require other terms (e.g., earlier payment, retainer, replenishable retainer, and/or advance payment) before performing additional services.

Attorney will perform the Legal Services, inform Client of progress and developments, and timely respond to Client's inquiries and communications. Client will cooperate with Attorney, promptly pay all fees and costs, and keep Attorney informed of Client's current contact information. Client understands that Attorney's process is designed to maximize the chances for success, but that final registration is subject to USPTO approval and/or opposition by third parties and may be denied.

4. **FEE.** The Flat Fee for the Legal Services agreed to by the Attorney and Client is **\$795.00 USD** (the "Flat Fee"). Flat Fee may be refunded if a conflict of interest is identified. Flat fee is not a retainer. Often, advanced fees are placed into a trust account for safekeeping. Here, Flat Fee will not be placed in a trust account. Client waives trust account use in order to keep costs of legal services as low as possible and because the Flat Fee is relatively small compared to other legal services. This waiver does not affect Client's right to terminate the client-lawyer relationship. If the relationship is terminated by Client before the Legal Services have been completed, Client may have a right to a partial refund.
5. **COSTS AND EXPENSES.** Government fees are in addition to the above stated legal fees. For trademark applications, the US Government fee is between \$225 and \$275 per international class. Attorney will provide specific estimates for filing fees in follow-up consultation with Client (see Paragraph 3[d]). Client shall advance all filing and government fees and costs.
6. **CONFIDENTIALITY:** Client conversations, business information, and strategies are maintained in strict confidence and under the provisions of the attorney-client privilege.
7. **TERMINATION:** The Parties may terminate the engagement at any time upon reasonable notice. If Client terminates representation, Client agrees to do so in writing and pay all invoices, fees, and costs incurred prior to such written termination.

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8. **ENTIRE AGREEMENT / SEVERABILITY.** This Agreement contains the entire agreement of the Parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the Parties. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
9. **GOVERNING LAW.** This Agreement, and any arising thereunder or relating thereto, shall be governed by the laws of the State of Utah and the Parties expressly agree to personal jurisdiction and venue therein.
10. **FORM OF SIGNATURES.** This agreement may be executed by the parties in electronic counterparts.