

Engagement Agreement

Thank you for your interest in MyUSTrademark.com. MyUSTrademark.com and My US Trademark PC are affiliates of Harris & Long LLC, a business law firm organized and operating in the State of Georgia (the "Firm", "we" or "us"). Your order for trademark services with My US Trademark PC will be fulfilled by the Firm as your legal counsel. You agree that by submitting an order for services via the MyUSTrademark.com website (the "Website"), you are requesting that the Firm provide those specific requested trademark services in accordance with the terms and conditions set forth in this engagement agreement (the "Agreement").

1. Retention of the Firm. You are retaining the Firm for the sole purpose of representing you in connection with the delivery of those trademark services ordered on the Website. The Firm has no obligation to provide any additional services that are not specifically covered in your requested services, unless such additional work is agreed to by you and the Firm in writing. You expressly understand and agree that the payment of any fees is in no way contingent on outcome and we cannot guarantee that any filing made with the USPTO will be successful and result in registration of a mark.
2. If any additional work is subsequently needed or requested, the Firm will provide you with an estimate of the cost for any such additional work. If agreed to by You and the Firm, such additional work will be billed either on a flat fee basis or at the Firm's hourly rate of \$325 for attorney time and \$85 for paralegal time.
3. Payment of Fees. All flat fees and fees paid in advance to the Firm are fully refundable until the ordered services are delivered, except that: (i) any fees paid for attorney consultations are non-refundable, (ii) any third party filing fees are not refundable once they have been paid to the third party, for example, USPTO filing fees; and (iii) the Firm will retain \$125 from any paid service fees if our team has provided phone support (beyond consultation time included in certain plans) for questions or problems, and you subsequently decide to terminate the requested services. All payments will be kept by the Firm until you request a refund or services are completed.
4. Funds Held in Firm's General Account. You agree that all flat fees and advance fees paid to the Firm for services ordered will be deposited into the Firm's operating account and treated as the Firm's funds as permitted under the Ethics Rules of the Georgia State Bar.
5. General Waiver of Conflicts. You acknowledge that the Firm has many clients and

may currently represent or may in the future represent a competitor of yours or a party whose interests may be adverse to yours. You agree that we may continue to represent or undertake in the future to represent any such parties in any matters which are not substantially related to our work for you, even if such clients interests in such matters may be adverse or potentially adverse to yours. However, the Firm will not represent any client if such representation could, to our knowledge, cause the Firm to violate its duty to another client, and the Firm will withdraw from any such representation.

6. Information Filed with the USPTO. You understand that substantial portions of the information you provide to us to make filings with the USPTO consists of personally identifiable information, such as your name, address, legal entity owning the mark, etc., and will become a permanent part of the public records of the USPTO database when an application is filed. We undertake to maintain non-public information you provide to us in accordance with our Privacy Policy.
7. Availability of Attorney Time. You are engaging the Firm to perform specific trademark services, and to secure the availability of an attorney to support such work. If you fail to take any required actions or respond to our follow-up communications for a period of 18 months following our receipt of your payment, any fees still held by us will be deemed to have been fully earned as an "availability fee" and not refundable.
8. Termination of Legal Services. There are times when a client may wish to terminate services ordered and end our attorney-client relationship, and you are free to do so at any time. Likewise, the Firm has the right, subject to applicable rules of attorney conduct, to withdraw from representation. In either event, you will receive a refund any advance fees paid for which the services ordered have not been rendered, subject to our [Cancellation & Refund Policy](#).
9. Conflict Searches. If you order a conflict search for desired names or logos, you understand that the Firm will make a diligent effort to search the USPTO database, and state databases, if applicable, to find any potential conflicts with your desired mark, but cannot guarantee that a trademark conflict may not ultimately exist.
10. Communications. It is important to keep our communications with you confidential, to avoid the risk of inadvertent disclosure or loss of attorney client privilege. The Firm frequently uses email to communicate with clients and you should do so only on a personal device and network that is known and trusted by you. While we utilize safeguards to protect our electronic communications, we cannot guarantee that emails sent to you are fully protected from unauthorized

third parties outside of our mutual control who may intercept such communications, so we urge your caution and vigilance in this regard.

11. End of Representation. The Firm's representation will end and you will no longer be a client of the Firm when either of the following occurs: (i) the trademark application achieves registration or (ii) the trademark application is permanently abandoned by you.

12. Effective Date. This Agreement is effective as of the date of your order, subject to our completion of a conflict check. Please sign and date this Agreement below and print a copy for your records. A completely executed copy will be emailed to you shortly.

Acknowledgement

If you have read, understood and are in agreement with the terms of our engagement as outlined above, please sign and return a copy of this letter. We cannot begin to represent you until we have received the signed confirmation of our engagement.

Very truly yours,

Harris & Long LLC

The foregoing letter accurately states the terms of the engagement of Harris & Long LLC to represent me in connection with the matters and under the circumstances described above, and this confirms my waiver of any existing conflicts and our waiver of future conflicts as described in the above letter.

Print Client Name: _____

Client Signature: _____

Date: _____