

The Dummit Law Firm
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PATENTS, TRADEMARKS, COPYRIGHTS,
IP LITIGATION AND LICENSING

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RETAINER

The Dummit Law Firm for representation as pertaining to the following and the terms of this agreement supercede any prior agreements: ("CLIENT"), retains the law office of

I UNDERSTAND and AGREE that my attorneys will be compensated for the time and effort required to properly perform such legal services. It is understood that any Attorney's fees shall be billed at \$ 275.00 per hour and Legal Assistant fees shall be billed at \$150 per hour, unless a flat fee is indicated. I further understand that any failure to pay required fees and expenses shall result in the attorney withdrawing from representation.

Company or Contact Name:
Address: City, State, Zip:
Phone: Fax: Other/email:
Date of Birth or Inc. Date: SSN or EIN #
Citizenship is U.S. [] Other []

TOTAL PAYMENT Today \$

METHOD OF PAYMENT:

[] Credit Card [] Personal or Business Check [] Cashier's Check [] Money Order

Make checks payable to: The Dummit Law Firm

Credit cards accepted: Visa, MasterCard, Discover, or American Express.

Credit Card Type: Card Number: CW2 #:

Visa, MasterCard and Discover: CW2 is printed in the signature area on the back of card.

American Express: CW2 is printed above and to the right of the imprinted card number on the front of the card.

*For your protection, credit card billing address and CW2 indicator are required on all of our credit card transactions.

Name on Card: Expiration Date:

Billing Street Address (on Card): City, State Zip

How did you find us? (If in the phone book - which one, if by referral, by whom):

PLEASE NOTE: The Dummit Law Firm is "The Firm." PAYMENT FOR ANY APPLICATION IS DUE IN FULL BEFORE AN APPLICATION IS FILED OR SEARCH IS COMPLETED. THE FILING OF A PATENT OR TRADEMARK APPLICATION DOES NOT GUARANTEE THAT REGISTRATION WILL BE GRANTED BY THE USPTO.

SMALL PRINT - please read: All work is done on an hourly basis unless your retainer specifically states otherwise; (hourly is \$270 p/h unless modified in writing by Firm member); No contracts are binding unless made by Firm member; Government fees not included in estimates, Patent and trademark searches are not guaranteed; The Firm maintains no obligation to perform additional work once work has been completed; Additional charges may include, but are not limited to: copy, mail, fax, telephone, docketing charges; The Firm shall impose a \$40 returned check charge and 10% of total charges to return funds; All clients accept Forsyth County, North Carolina, as the sole place for jurisdiction, venue and as the choice of law, and accept complete liability, submit to judgment thereof, and indemnify the firm for all costs, including but not limited to, all charges as expressed above, any attorney fees, costs, associated expenses, including work done on a client's behalf or time spent prosecuting or defending any law suit in association with, for or against the client; Liability is limited to the actual amount paid by client within three (3) months of the time client first complains to The Firm in writing or the amount paid on the particular project complained of, whichever is less and if this term is found to be unenforceable liquidated damages shall be \$1000, even if The Firm is found negligent in any way or even grossly negligent; All Clients specifically accept that all disputes the parties cannot settle between themselves shall be decided through binding arbitration using the American Arbitration Association Commercial rules; Clients agree to pay for any work ordered, that all orders are irrevocable, and that failure to pay within 60 days of when promised shall be breach and accept judgment on the basis of that breach; 9.5% plus APR shall be charged on all fees over 60 days late; Should any provision of this order form not survive legal judgment, all other provisions remain in full force. No work will be done unless this document has been completed and signed by all clients.

Client accepts all terms found above.

Signature

Today's Date: