

CONTRACT FOR LEGAL SERVICES

This Contract is made by and between the undersigned **CLIENT** ("Client", "You", or "Your") and **POTTS LEGAL, PLLC** ("Firm" or "Attorney"). Firm and Client may collectively be referred to as the "Parties" and individually as "Party".

This Contract shall become effective upon Firm's receipt of this Contract, signed by all Parties, and the receipt of the fees and costs. By signing this Contract, Client acknowledges that Client has carefully read and fully understands all of the terms of this Contract, intending to be legally bound.

Therefore, the Parties agree as follows:

1. **SCOPE OF WORK.** This Firm and Client agree that Firm is retained to represent Client and to perform the following legal service, defined as the Scope of Work ("SOW"): **TRADEMARK PACKAGE- ESSENTIAL PLAN**, consisting of two parts.
 - a. The Trademark Search legal service consists of one (1) 15-minute Onboarding Call, one (1) Comprehensive Search for one (1) mark for one (1) classification; one (1) Customized Search Report; one (1) Formal Legal Opinion Letter based on search results; and one (1) up to 30-minute Strategy Call with an Attorney to discuss the next steps for your brand. Also included is one (1) complimentary Branding Consultation and Knockout Search for a second alternative mark, if the initial mark is high risk.
 - b. The Trademark Application legal service consists of drafting and filing one (1) Trademark Application with the United States Patent & Trademark Office ("USPTO") for one (1) mark in one (1) class; monitoring of your trademark application with the USPTO after filing; Attorney communication with the USPTO Examining Attorney; Client Consultations related to the trademark application; and responding to Procedural Office Actions (Office Actions requiring thirty (30) minutes of time or less to answer).

All additional services, including answering Substantive Office Actions (Office Actions requiring legal research, arguments, and brief writing), Trademark Trial & Appeal Board proceedings, Statement of Use filings for "Intent-to-Use" applications, Registration Maintenance, and Trademark Monitoring are at an additional charge. Client understands that an application for trademark registration must be filed with the USPTO within ten (10) days of the date of the Opinion Letter, or a new search will be required.

2. **PERFORMANCE OF SOW.** The manner in which the SOW is to be performed and the specific hours to be worked by the Firm shall be determined by the Firm. Client will rely on this Firm to work as many hours as may be reasonably necessary to fulfill this Firm's obligations under this Contract.

3. **TERM.** The term of this Contract commences on the Effective Date and continues thereafter until terminated by either Party as provided herein.
4. **TERMINATION.** This Contract shall terminate upon completion of the SOW. Further, at any time, with reasonable written notice, either Client or the Firm may terminate this Contract. Attorney has the right to terminate representation of Client pursuant to the Florida Rules of Professional Conduct if, among other things: Client fails to promptly pay fees and costs owed to the Attorney; Client does not cooperate with Attorney or makes it difficult to represent Client; or Client takes actions against the advice of Attorney. Client has the right to terminate the Firm's services at any time and for any reason under this Contract. Termination shall take place upon the receipt of written notice, sent to the respective party's last known address (email is acceptable), from one party to this Contract by the other party. At termination all unpaid fees owed by Client to Attorney will be immediately due and payable. Client will retain responsibility for any costs to third parties, whether unpaid or paid on Client's behalf by the Attorney. If this Firm continues representing Client after the initial SOW is completed, then, unless the Parties have written arrangements to the contrary, all of the provisions of this Contract shall apply and the Parties shall each be bound by its terms.
5. **FEES.** The Flat Fee for the **PROTECT TRADEMARK PACKAGE** is \$1,881.00 (One Thousand Eight Hundred Eighty-One Dollars), excluding Costs.

Client will pay the **NON-REFUNDABLE** Flat Fee to this Firm for the SOW. This fee shall be payable in advance to Potts Legal, PLLC FL IOTA Trust ACCT upon contract signing. The fee will be deposited into this Firm's trust account, and Client hereby specifically agrees that Attorney may do so. This Firm is not obligated to perform the SOW, and the Client has not contracted for the SOW, until this Firm receives the signed Contract, the full Flat Fee, and the cost advance.

The portion of the Flat Fee equal to \$1,131.00 (One Thousand One Hundred Thirty-One Dollars) is NON-REFUNDABLE and fully earned when Attorney sends the Search Report and Opinion Letter to Client. The portion of the Flat Fee equal to \$750.00 (Seven Hundred Fifty Dollars) is NON-REFUNDABLE and fully earned when Attorney sends the draft Trademark Application to Client for review.

Client understands and agrees that all fees are to be paid in full prior to the conclusion of Client's matter.

6. **REASONABLE FEE.** You agree to pay Firm a reasonable fee for our services based upon the results obtained, the amount in controversy, the novelty and difficulty of the questions involved, the skill required to properly represent You, the preclusion of other employment by the firm, the time limitations imposed by the client or by the circumstances, the experience, reputation and ability of opposing counsel, and such other factors as may reasonably affect the fee, all in accordance with Rule 4-1.5, Rules of Professional Conduct of the Florida Bar.

Client understands the hourly rate of Attorney Crystal Potts is \$400.00 (Four Hundred

Dollars) and that the Flat Fee is reasonable, based on the firm's best estimate of the number of hours required to complete the SOW.

7. **ACCOUNTING/PAYMENT.** Prior to the performance of the SOW, this Firm will provide Client with a written accounting ("Invoice") of the fees for legal services and costs that this Firm expects to incur in this matter. Client shall make payment by Zelle, ACH, or credit/debit card. The MyCase Client Portal provides the easiest and most secure way to review Client's Invoice and billing statements and to make a payment.

If this Firm's representation terminates prior to the completion of the SOW, the work done will be billed at an hourly rate of \$400.00 (Four Hundred Dollars) and charged against the Flat Fee and this Firm will provide Client with an Invoice of the fees earned and costs incurred, and a refund of any unearned fees and/or unexpended costs.

8. **FEE DISPUTE.** If Client disputes the amount of fees or refund, if any, of unearned fees, Client must notify Attorney, in writing, of the dispute within ten days (10) of the billing date. Client will not dispute a charge through Client's credit card issuer prior to attempting to resolve it with Attorney directly. Client has the right to request binding fee arbitration through The Florida Bar Fee Arbitration Program to resolve the dispute. Client is not required to agree to binding arbitration and may elect any other legal means to settle the dispute. In the event this Firm takes any action to enforce any provision of, any right set forth in, or any right arising from this Contract, Firm shall be entitled to recover all costs and disbursements, reasonable attorney fees (including in-house services performed for itself), and all reasonable collection fees. If necessary, said reasonable collection fees, and attorney fees may be recovered in a separate legal proceeding, in which case the provisions of this paragraph shall also apply to said separate proceeding.
9. **COSTS.** Client is responsible for costs, such as report costs, filing costs, postage costs, etc., that Firm expects to incur in this matter. Costs are in addition to the Fees. Client agrees to pay the below costs by or credit/debit card to Potts Legal, PLLC FL IOTA Trust ACCT upon contract signing.

- Search Report cost of \$169.00 (One Hundred Sixty-Nine Dollars)
- USPTO Filing cost of \$350.00 (Three Hundred Fifty Dollars) **per class per mark**

The cost advance will be deposited in the Firm's trust account and disbursed as needed to pay costs incurred on behalf of Client. **Client further agrees to pay, upon demand, any additional costs or disbursements incurred on Client's behalf.**

Client will receive one complementary paper registration certificates. If Client would like additional paper registration certificates, then it will be a charge of \$25.00 per certificate.

10. **CLIENT NOT PAYOR.** If this Contract is accompanied by a Guaranty of Payment signed by a third party, Client understands that the Guaranty does not relieve Client of the obligation to make payment under the Contract.

- 11. ATTORNEY-CLIENT COMMUNICATIONS.** Generally, communications made via fax, computer transmission or cellular phone are not as secure from inadvertent disclosure to others as other forms of communication.

With few exceptions under the law, communications between the Parties are protected by the attorney-client privilege. However, if someone else whom the Firm does not represent (such as a family member of Client, business advisor, or financial planner) is included in a meeting or phone call or is copied on correspondence, then the attorney-client privilege may be lost as to things disclosed in that meeting or correspondence. Similarly, if Client chooses to communicate with the Firm using an e-mail address or fax machine to which others have access, the attorney-client privilege may be lost as well. As a result, Client or the third party may be forced to disclose the content of a communication in a Court of law or otherwise in the context of litigation. Please keep this in mind when You share information with (or grant access to) others who are not part of the Parties' attorney-client relationship.

- 12. RELATIONSHIP OF PARTIES.** It is understood by the Parties that this Firm is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of this Firm.
- 13. ASSOCIATE COUNSEL.** Unless otherwise restricted by Client, Client agrees that Attorneys may confer with and/or employ Associate Counsel, Paralegal, or Legal Assistant on matters to assist Attorneys in preparation and advocacy of the Client's matter, at Attorneys' expense.
- 14. NO GUARANTEE.** This Firm nor its representatives make no promises or guarantees about the outcome of Client's matter. Payments to Firm are not contingent upon the results, and legal service fees are non-refundable. Client understands that submission of a trademark application comes with the risk of registration rejection by the USPTO. Further, this Firm relies on a vendor for our comprehensive trademark search and cannot guarantee the search results.

Regardless of the degree of complexity or simplicity which Client's matter presents, Client agrees and acknowledges that Client is willing and financially able to pay for legal services to be rendered by Firm at the rates set forth above and that such rates are reasonable under the circumstances.

- 15. DISCLAIMER.** All materials, documents, drafts, and templates provided by Firm are for use solely by Client for the specific legal matter and purpose identified in this Contract and any relevant SOW. Any unauthorized copying, redistribution, or reuse of the materials, documents, drafts, and templates for purposes unrelated to the current representation is strictly prohibited. Any unauthorized modification, enhancement, or alteration to the materials, documents, drafts, and templates may fundamentally change its legal effect and may result in inaccurate, non-compliant, or unenforceable outcomes. The Firm is not responsible for any materials, documents, drafts, and templates that have been modified, in whole or in part, without the express written consent and review of the Firm's attorneys. Use

of an altered document constitutes misuse and is at the sole risk of the user.

16. USE OF DIGITAL TOOLS AND ARTIFICIAL INTELLIGENCE TECHNOLOGY.

In providing the SOW under this Contract, Firm uses digital tools for purposes such as research, email management, document drafting, content generation, workflow modeling, data organization, virtual communication, or administrative support. Many of these tools may incorporate artificial intelligence (“AI”) technology. These tools assist Firm to increase efficiency, enhance accuracy, and improve overall service delivery. Any use of AI will be conducted in full compliance with Firm’s ethical obligations to Client, including maintaining confidentiality, exercising independent professional judgment, and providing competent services. By engaging Firm’s services, Client acknowledges and consents to the use of the digital tools and AI technology as described above.

Additionally, Client authorizes Firm to store Client’s information on secure cloud-based services, which may be off-site. While Firm implements industry-standard security measures to protect Client’s information, the use of digital tools, including AI-based technologies, inherently carries some level of confidentiality risk.

17. CLIENT EXPECTATIONS. Client agrees to be truthful with the Firm and to timely respond to Attorney’s inquiries. Client understands that compliance with third-party’s payment deadlines is required for Attorney’s performance under this Contract. Client agrees to maintain an updated telephone number, email address, and mailing address with the Firm and to inform the Firm of any changes that may affect Client’s matter. Client agrees to promptly provide the Attorney with any and all correspondence concerning the matter, and any factual issues which may affect the professional services offered.

18. CLIENT USE OF GENERATIVE AI TOOLS. Content shared with most publicly available generative AI tools is not protected by attorney-client privilege or legal confidentiality. Any information Client enters into these platforms may be accessible in legal proceedings, and provider may be compelled to disclose it in response to subpoenas or other legal processes. For this reason, Client should not enter our communications, documents we prepare for you, or other confidential information about Client’s legal matter into AI tools without discussing it with Firm first.

Additionally, Firm encourages Client not to use AI to draft legal documents, conduct legal research, or generate case citations, as these uses often result in inaccurate or misleading information. **Client agrees to disclose to Firm Client’s use of AI-generated content in connection with Client’s matter so Firm can review it appropriately.** Client acknowledges that Firm’s review of this content and correction of inaccurate material will be treated as billable work and will increase the time and cost of Client’s matter.

19. CLIENT COMMUNICATION. Client will be provided with access to a secure client portal through MyCase to transmit documents, review the status of Client’s cases, review and pay invoices, and communicate securely with Attorney. Anytime this Firm shares a new item with Client, Client will get a notification by email. Client can then log into MyCase to review the new item. Upon the signing of this Contract, all communication and correspondence must

be made through the MyCase Client Portal. Social media is not the appropriate method to contact the Firm about Your case. Any messages sent via social media, case-related or otherwise, will not be answered by Firm. Client also consents to receive case-related text messages from Firm.

This Firm shall keep Client informed of the status of Client's case and agrees to explain the laws pertinent to Client's matter, the available course of action, and the related risks. This Firm shall notify Client promptly of any developments in Client's case, via the portal, including court appearances (if applicable), and will be available for telephone conversations with Client at mutually convenient times. Client will receive a link to schedule phone calls. There are no walk-in appointments available and an appointment must be scheduled with the Attorney prior to coming to the office.

20. **CLIENT'S FILE.** At the conclusion of Firm's representation of Client, Client may have the contents of Client's file, other than Attorney's personal notes, briefs and other work product the Firm deems necessary to retain, should Client want their records. Throughout representation, Client will have access to the contents of the file through the client portal. Client authorizes Attorney to destroy Client's file in accordance with the rules of the Florida Bar. Client understands that Client's file will be destroyed six (6) years after completion by this Firm of the agreed upon SOW. However, should the Florida Bar amend its rules by shortening the time frame, Client authorizes Attorney to destroy Client's file at the earlier date.
21. **GOVERNING LAW.** This Contract shall be construed in accordance with and governed by the laws of Florida. Any legal proceeding, dispute, or other legal action arising out of, in connection with, or by reason of this Contract shall be resolved in the jurisdiction of St. Lucie County, Florida, and the undersigned consents to the jurisdiction of such courts and waives and agrees that it shall not assert that such forum is inconvenient.
22. **SEVERABILITY.** If any provision of this Contract shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.
23. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Contract and no consent by the Parties shall be effective unless such modification or waiver is in writing and signed by the Parties, and the same shall then be effective only for the period, on the conditions and for the specific instances and purposes specified in such writing.
24. **HEADINGS.** The headings identifying the various sections and subsections of this Contract are for reference only and do not define, modify, expand, or limit any of the terms or provisions herein.
25. **FORM OF SIGNATURES.** If Client purchases services from this Firm's website, Client acknowledges and understands that clicking through and submitting the first payment or payment in full shall constitute Client's agreement to be bound by all of the Contract terms.

- 26. MISCELLANEOUS.** This Contract contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the Parties. Further, this Contract is binding on Client, this Firm, Attorney, and the respective legal representatives and successors of each. Client has read this Contract, has received a copy of it, and agrees to all terms and conditions as stated.

YOU REPRESENT TO THE FIRM THAT YOU HAVE THE AUTHORITY AND ABILITY TO ENTER INTO THIS CONTRACT; THAT YOU FULLY UNDERSTAND YOUR RIGHTS AND OBLIGATIONS ARE EXPRESSED IN THIS CONTRACT; THAT YOU FULLY UNDERSTAND THAT YOU SHOULD CONSULT WITH COUNSEL OTHER THAN THE FIRM IN THE EVENT YOU REQUIRE LEGAL ADVICE CONCERNING THIS CONTRACT; THAT YOU FULLY UNDERSTAND THAT THIS CONTRACT IS LEGALLY BINDING BETWEEN YOU AND POTTS LEGAL, PLLC; AND THAT YOU FURTHER REPRESENT, WARRANTY AND GUARANTY THAT NO FUNDS PAID ON THIS INITIAL FEE TO POTTS LEGAL, PLLC, NOR ON THIS CONTRACT OR TO BE PAID IN THE FUTURE ON THIS CONTRACT TO THIS FIRM, HAVE BEEN OBTAINED AS A RESULT OF ANY CRIMINAL ACT(S) AS RECOGNIZED BY THE LAWS OF THE STATE OF FLORIDA OR THE UNITED STATES, NOR ARE SUCH FUNDS SUBJECT TO SEIZURE OR FORFEITURE.