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Re: Legal Representation

To Whom It May Concern:

We would like to thank you for entrusting your legal needs to the law firm of Taft Stettinius & Hollister, LLP (hereinafter referred to as the “Firm” and sometimes also referred to as “We” or “Us”). We appreciate your confidence in us. During the course of our representation, we will make every effort to continue to satisfy you with prompt, thorough and efficient legal representation. It is our policy to confirm in writing the scope and terms of our engagement with all clients, who have both encouraged this practice and have found it to be useful. Please review this information below carefully and let us know as soon as possible if you have any questions. By clicking the submit button below, you are agreeing to these contractual terms, so please review the following carefully and let us know if you have any questions before submitting the form and thus executing the agreement. The terms below apply to all ongoing attorney client relationships with this firm unless otherwise agreed in writing.

Client: The client, referred to as “you”, is the person or entity that you have asked to be represented. If you are signing as an individual, you are agreeing to these terms for yourself. If the client is a business that will be formed, you are agreeing to these terms personally and agree that the client will become the business after it is formed. If the client is an existing business, you are signing for that entity and agree that you have the authority to bind that entity. If the entity is a sole proprietorship, single member LLC, or single owner entity, you agree to be personally obligated for the client obligations hereunder.

The terms as discussed below will apply to all work done by the Firm for you or on your behalf, unless you and you and the Firm enter into a separate agreement. If a new agreement is signed, then this agreement will not apply to the extent that this agreement is inconsistent with the new agreement, but this agreement will otherwise remain in effect and apply. Please understand that the attorney-client relationship will not go into effect until the attorney has 1) performed a conflict of interest check and has found no conflicts, and 2) the attorney has agreed to and confirmed the representation. By signing this agreement, you agree to the representation and to the terms herein.

Scope of Engagement. We have agreed that, upon confirmation of our representation, we will represent the Company in specific matters previously discussed and other matters for which the Firm later agrees. The Work will be limited to that previously discussed and as confirmed in writing by email or separate writing. Our engagement does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or your disclosure obligations under such laws, and we understand that you will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including the SEC. Further, our engagement does not include any advice or other legal services relating to federal or state tax laws. No communication or advice given during the course of this engagement is intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code, or any state's revenue laws or (2) promoting, marketing or recommending to another party any transaction or matter addressed in the course of this engagement.

Litigation. If we have agreed or agree in the future to represent you in a litigation matter, our engagement is limited to performance of services related to that action. Unless we have otherwise agreed to provide other counsel, our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter. In particular, our present engagement does not include responsibility for review of your insurance policies to determine the possibility of coverage for the claim asserted in this matter, for notification of your insurance carriers about the matter, or for advice to you about your disclosure obligations concerning the matter under the federal securities laws or any other applicable law.

Business Formation. If we have agreed or agree in the future to assist with the formation of an entity such as a limited liability company, unless we have otherwise agreed to perform other services, the scope of our engagement will be limited to formation of the proposed new entity. We will counsel you as organizer(s) on the legal aspects of forming the new entity and the legal relationships that the new entity will have with its organizers and constituents. We will also prepare the documents necessary to create the entity, complete any required government filings, and draft the entity's governing and operating provisions as appropriate.

Trademarks. If we have agreed or agree in the future to perform services related to trademark clearance, registration, or disputes, please note that our trademark due diligence clearance search uses our proprietary and innovative process to conduct a legal analysis for potential legal issues, development of customized search strategies strength of mark, search of multiple federal, state, and common law databases, and generation of a search report. We typically estimate for a US-only search that the fees will range from about: \$1000-2000 (plus costs, estimate of \$350-\$500 per search). Adding a logo or additional mark to one report might add anywhere from .5 to 3 hours of attorney time. If you will be using the mark in other countries, let us know so that we can advise on other clearance options.

Once we have completed the search, if you are comfortable with any known risks, we will file applications to register the marks with the USPTO. We estimate about \$900 per each mark (including the filing fee for one class which is usually \$225); however we estimate additional costs of about \$500 per each additional class if needed, (including \$225 filing fee). We will perform a complete goods and services class analysis as part of the search. Note that registration of a logo and word mark will add to the cost of the registration as logos are separate trademarks. There will also be paralegal fees during the course of the application process for docketing. The above estimated fees apply to time and costs to file an application, but do not include time or other costs that you may incur throughout the prosecution period, including time related to review and response to office actions or to file a statement of use, which will apply if you applied using an intent to use application, and docketing fees through registration. After registration, unless you notify us otherwise in writing, we will continue to monitor your mark and advise you of any notices and renewal deadlines. Our normal paralegal and attorney fees will apply to that monitoring. If you would also like us to do periodic searches to monitor for potential infringements, please let us know. We typically conduct those searches every 3 months.

As we will discuss, you can protect your trademark and business by: 1) doing up-front clearance and legal analysis due diligence; 2) registering all trademarks, 3) by doing periodical monitoring and enforcing your rights, and 4) by making sure your business liability insurance contains coverage for intellectual property infringement actions (both for defense costs and damages if liability is found). We would be happy to assist you in all of these areas.

Search and analysis prior to applying for registration is important and ignoring this step can be very costly. Using a name or logo that is similar to someone else's could constitute trademark infringement and could result in a very expensive lawsuit (trademark lawsuits can often cost over \$150,000 to get through the case if they do not settle). Moreover, you could be forced to stop using mark and thus lose your trademark. If you have to stop using your mark, you not only lose the investment you made in branding and advertising (e.g. the "Goodwill"), you will incur numerous expense in changing to a new name (e.g. new branding design concepts, signage, uniforms, letterhead, web design, business cards, etc.). It is therefore important to conduct a search of your proposed mark and all similar names or marks prior to adopting a mark. In addition, our analysis will provide counseling with respect to what types of marks would be stronger and thus more protected or easier to enforce.

The registration process takes about six months to one year, although the registration benefits will be retroactive to the filing date if you get it. The estimated fees discussed herein for filing the application does not include additional work that might be needed in the prosecution of the mark, such as responses to office actions which are often needed and docketing, performed on each step in the process, such as when we receive USPTO notices or we get the registration. If you file an intent to use application, you can estimate about \$500-\$600 in additional fees and expenses per class to file a statement of use about 3 to six months after the application if filed.

While these fees do include a search on the state level, they do not include registrations on the state level, which is not as important, but should be done if possible. Ohio registration should include at least a trade name or fictitious name, and I recommend also registering the mark in the state as a trademark or service mark. The fees are \$39 and \$125 respectively plus legal fees.

Attorneys. Customarily, each client of the Firm is assigned a principal attorney contact who is responsible for ensuring that you are and remain satisfied with all aspects of our representation. Leon Bass will initially be the attorney primarily responsible for work performed for you. However, some other attorneys, paralegals, law clerks, legal assistants and other staff from time to time in the Firm may also assist Mr. Bass or work on matters for you. Undoubtedly, your work or parts of it will be performed by other lawyers and legal assistants under Mr. Bass's general supervision or the supervision of other attorneys at Taft. Such delegation may be for the purpose of involving lawyers and legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever possible, we will advise you of the names of those attorneys and legal assistants who work on your matters.

You should also understand that Leon Bass an attorney employed by the Firm as "Of Counsel." This means that Mr. Bass is associated with the Firm and all of the Firm's attorneys in such a way that you have an attorney client relationship with the entire Firm and all of its attorneys, including partners, associates and other of counsel attorneys. Therefore, all of the Firm's attorneys can work on your matter, and of course, the attorney-client privilege extends to all such attorneys. This means that we can share your information with the Firm and its attorneys and staff; however, they are all bound by the attorney-client privilege. This also means that if there is a conflict of interest between you and any client Leon Bass or the Firm, then the Firm may not be able to represent you and must follow the Ohio Rules of Professional Conduct (ethics) with respect to how the Firm will proceed. Also, please note, that if you are here on behalf of a business, or We form a business for you, unless we otherwise both agree, We will be representing the business and not you personally or the individual members.

Except as expressed above or otherwise agreed in writing, We have agreed to represent the business or person named on the form you are submitting. If you are organized as a business entity (corporation, LLC, partnership, etc.) the Company may now have or may in the future have numerous affiliates including subsidiaries, joint ventures, direct and indirect owners. You agree that our representation of the Company does not give rise to a lawyer-client relationship between our Firm and any of the Company's affiliates. Accordingly, representation of the Company in this matter will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of the Company's affiliates.

Client Responsibilities. You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by, or merge with another company, you agree to provide us with sufficient notice to permit us to withdraw as your lawyer if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of the firm to represent the new entity.

Fees. We are mindful of the costs of legal services, and understand that every client wishes to avoid unnecessary expense. The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates, billed in one-tenth or one-quarter hours. Our standard rates are reviewed periodically, usually annually, and are subject to change during the course of this engagement. Rates typically will increase by a reasonable amount at the beginning of each calendar year without notice to you. You agree to inquire about rates periodically and notify us if you do not agree to be billed at our new or current rates. Other factors also may be taken into consideration in determining our fees, including the novelty and difficulty of the questions involved; the skill requisite to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances; the amount involved; and the results obtained. Accordingly, where appropriate we will utilize more junior lawyers, law clerks, and paralegals. Currently, our standard hourly billing rates generally range from \$250.00-\$695.00 per hour for attorneys and lower rates typically apply for paralegals, and law clerks with a minimum of one-tenth or quarter hour increments, however some service providers bill at rates that are lower or higher than that range. If we utilize other attorneys or their staff on your behalf, their rates will apply and may be different than our rates and may be greater. All rates and fees are subject to change periodically at our discretion.

You will receive periodic statements showing our time actually spent on your project or the fees billed per a flat fee or other arrangement as agreed. The attorney may ask you for a retainer fee and we will deposit your retainer into our IOLTA trust account, which is a type of bank account that is used to hold funds belonging to law firm's clients. If the total billing for this project falls short of your retainer or you have a balance at the conclusion of this matter, the balance will be returned to you upon request. You will not receive interest from the funds we hold for you in our IOLTA account in accordance with Ohio law. We will not transfer any money from the IOLTA account until work is actually billed to you. In addition, any expenses that we may incur on your behalf will be itemized in our invoices and will be your responsibility. Such expenses customarily include such items as court or government filing fees, expert witness, messenger services, document reproduction, facsimile charges, travel expenses, postage, legal research fees, and long

distance telephone charges. However, no substantial out-of-pocket expense will ever be incurred by our office on your behalf without your prior written consent

On occasion, instead of billing on an hourly rate plan, we may also agree to bill you for certain projects on a flat fee basis. If we agree to this arrangement, we will fully explain the complete services that will provide to you and the total fee for these services. We will also specify what expenses, if any, the fee will include and generally what expenses you will be responsible for in addition to the fee. You will be responsible for any and all expenses other than the expenses specifically included in any flat fee.

Costs. We will include on our statements separate charges for performing services and for expenses such as photocopying, messenger and delivery service, computerized research, travel, telephone conferencing and fax charges, and search and filing fees. You also agree to pay the charges for copying documents for retention in our files. You agree to be responsible for all such fees and expenses as explained above during the course of this representation. We will on a regular basis, send you an invoice showing the amount of our fees and expenses attributable to each such additional matter. Each invoice is payable upon receipt. In the event that payment of any of our statements is not received by us promptly, We reserve the right to discontinue legal services and that We will have no further duty to represent you regardless of the status of any matter at that time, and We may apply finance charges to your balance and you agree to pay all such finance charges and fees and costs associated with collection including but not limited to reasonable attorneys' fees. In the event you are not in a position to pay our legal fees and expense promptly upon receipt of our invoice, We ask that you contact us to propose some other payment arrangement. The fee structure set forth herein is not set by law, but rather is an understanding reached between you and the Firm, as formalized by this agreement. You have the right to retain independent counsel to review this letter and any materials We prepare in the future on your behalf. Also, please note, that if We do any type of work for you that requires future follow up such as business filings, trademark, etc., we will endeavor to remind you when such future filings, renewals, etc. are due; however, we cannot guarantee that we will be able to do so; therefore you agree to remain ultimately responsible for assuring that you timely file any future renewals or other documents.

Estimates. The fees and costs relating to this engagement are not predictable. Often times the nature of the matter will include additional work, unforeseen circumstances, and items not discussed. Accordingly, we have made no commitment to you concerning the maximum fees and costs which you may incur. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. You agree and understand that you are liable for the actual amount billed for our services per the terms of this agreement, even if it is different or greater than any estimates made or discussed.

Payment of Statements. Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 30 days, we may suspend performing services for you until arrangements

satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. We reserve the right to impose a carrying charge of 1% per month on any amounts unpaid for more than 30 days.

You or we may terminate this relationship at any time (subject to your obligation to pay us according to the terms of this agreement) by giving appropriate notice to the other. We will endeavor sufficiently in advance of any such termination on our part to use reasonable efforts to assure that you can retain alternative counsel without a lapse in representation.

Retainer and Trust Deposits. New clients of the firm are usually required to deposit a retainer with the firm. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you upon request. If the retainer deposit proves insufficient to cover current expenses and fees at some point during the representation, it may have to be increased.

All trust deposits we receive from you, including retainers, will be placed in a trust account for your benefit. Normally, pursuant to law, your deposit will be placed in a pooled account, and the interest earned on the pooled account will be payable to a charitable foundation. Other trust deposits will also be placed in the pooled account unless you request a segregated account.

Conflicts of Interest. (a) Our firm is a large law firm and represents many other companies and individuals. Thus, during the time we are representing you, we may also represent other present or future clients in disputes or transactions adverse to you that are unrelated to this representation. Based on the foregoing, you agree that our representation of you will not disqualify our firm from representing other clients whose interests are or may be adverse to yours on matters unrelated to our representation of you or opposing you in other matters, including litigation, that are unrelated this representation, and you consent to any conflict of interest with respect to those representations. We agree, however, not to use any proprietary or other confidential information concerning you acquired by us as a result of our representation of you to your material disadvantage in connection with any litigation or other matter in which we are opposed to you.

(b) In part because of the number of clients that Taft represents and the complexity of the matters in which we become involved, from time to time issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and you over the handling of a matter. Under normal circumstances when such issues arise we would seek the advice of our General Counsel, who is a partner in this firm and who is an expert in such matters. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such conversations involve a conflict

of interest between the client and the client's firm and that such consultation with firm's counsel may not be privileged, unless the firm either withdraws from the representation of the client or obtain the client's consent to consult with counsel.

We believe that it is in our clients' interest, as well as Taft's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of the Company, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with either Taft's internal counsel or, if we choose, outside counsel, we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that Taft may have to protect the confidentiality of our communications with counsel.

Advice about Possible Outcomes. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the legal issues or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Termination of Engagement. You may at any time terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in any pending matters, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

Conclusion of Representation. Retention and Disposition of Documents. If our representation is terminated our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers, and copies of all other documents made by the Firm. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents

or other materials retained by us within a reasonable time after the termination of the engagement. We always maintain our best effort to protect client information; limitations of the Internet sometimes allow email messages to be viewed by third parties. For this reason, email messages may not be protected by attorney/client privilege. Please note further that any information received from our website, including articles, blogs, or information on legal issues, is not to be construed or relied upon as legal advice as it is general information and may not apply properly to your situation. Accordingly, You agree not to rely upon advice received from our website and to instead receive your legal advice directly from attorneys in our Firm.

Please review this document carefully. In general, we ask that you do not discuss your legal matters with anyone without first discussing any such third party disclosures with us. In this way we can protect the attorney-client privilege. Please ask us anytime you have any questions or if anything is not clear. We hope that this letter provides you with a better understanding of the scope of our contemplated representation as well as the fee structure of this Firm for this matter. If the terms of the engagement are acceptable, please check the box above, above and sign your name below, and click the link below to indicate your acceptance of the terms herein, which has the force and effect of a legal agreement. By doing so, you acknowledge that; (1) you have received a copy of this letter; (2) that you have had an opportunity to discuss the contents with us and, if you desire, to have it reviewed by independent counsel; and (3) that you understand, accept and agree to abide by the terms hereof, and that (4) you understand that our representation as your attorneys will not again until we have performed a conflict check and otherwise confirmed and accepted the engagement. Once you have submitted this form, please pay any requested retainer and we will promptly begin work on your project as discussed once we have confirmed the representation as discussed hereinabove.

Please do not hesitate to contact us with any questions or concerns. We are looking forward to working with you!

Best Regards,
Taft Stettinius & Hollister LLP



Leon D. Bass