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Credit or Debit Card #

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A Division of Michael J. Lightfoot P.C., Attorneys At Law

Engagement Letter & Authorization Form

October 20, 2021

It has been great to talk with you earlier and get a background on your opportunity and needs.

As we discussed, you would like to engage my law firm to advise you on certain business intellectual property legal matters.

Based upon our business discussions with our founder, Michael Lightfoot (“We, Us or Our”) and you, the undersigned (You), together known as the Parties, have mutually agreed to modify clause 2 of our Engagement Letter (attached) as approved by you when signing the Authorization for our services.

We may send you a contract, pleadings, documents, correspondence and other information throughout this matter. These copies will be your file copies. Please retain these documents for Your records. I will also file on your behalf, information into a file in your records “Vault” area of Legal Book and Seal.com (LB&S), a third party application necessary for our services. Please bring your copy of any files to each of our meetings (online or otherwise), so that we both have



all the necessary information in front of us. When I have completed all the legal work necessary for your matter, I will close my file and the original documents will be retained in your LB&S Vault area. I will then store the paper files for approximately five years, after which Our firm may destroy all files in its possession. Your signed and original materials will be stored inside LeglaBookandSeal.com for one year from date your credential to Use LB&S were issued to You.

The credential authorizing access to Your Vault area is year to year. Please note, if You do NOT renew the LB&S application credential annually, LB&S will terminate Your access to Your Vault area and thirty (30) days after such termination, LB&S may destroy all files in Your Vault.

We reserve the right to withdraw and or terminate any relationship should your bills not be paid as due.

Your signature on the Authorization is acceptance of this Engagement Letter and serves as Your acceptance of this modified Engagement Letter terms, and is Your authorization for Us to charge your credit card for the services You selected. All other terms of the Engagement Letter between the Parties shall remain in full force and effect, except as modified in this Authorization.

If any of this information in this letter is consistent with your understanding of our agreement, please contact me before signing the Authorization. Our engagement will begin only upon Our firm's receipt of the signed Authorization.

Thank you again for choosing our Firm. We appreciate your patronage.

Sincerely,

Michael J. Lightfoot



MICHAEL J. LIGHTFOOT P.C.

ENGAGEMENT LETTER WITH

This Engagement Letter describes the terms upon which Michael J. Lightfoot P.C., Attorney at Law, an Illinois Professional Corporation, will provide legal services to you and bill you for those services.

1. Professional Undertaking: Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. Using our professional judgment, we will endeavor to assign work on your behalf to those attorneys and other personnel that we deem appropriate under the circumstances. Although we will do our best to serve you effectively, we cannot guarantee success on any given matter. Nor do we guarantee that any particular result will be attained by us. Any questions or concerns that you might have with regard to our services should be directed to us at once.

2. Rates for the attorneys and legal assistants who do the work. Our schedule of hourly rates for such personnel is based on experience, training and level of professional attainment. Currently, our hourly rate for attorney's hourly rate is \$325 and for legal assistants, from \$60 unless otherwise modified by written Authorization for the IP Club. Our rate schedule is reconsidered annually with changes effective January 1 of each year.

3. Other Fee Arrangements: On occasion, and by specific agreement, we may agree to a fee arrangement other than an hourly fee, such as a fixed fee for a specifically defined project. In such a case, the fee and payment schedule will be set forth in our cover letter to you or in a separate agreement or addendum, but all other terms of this Engagement Letter will apply.

4. Costs: In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, court costs and other related expenses (e.g., filing fees depositions, court reporters, transcripts, subpoenas, clerking services, witness fees, deposition transcripts), computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, and meals. The actual expenses incurred will vary depending on the services that we provide to you. You agree to pay and hereby assume full responsibility for any and such all costs and expenses incurred on your behalf and any and all costs incurred regarded litigation, plus a 10% administrative charge. Certain expenses may include an adjustment, above cost, to cover our expense in providing the billed service. However, expenses paid entirely to third parties (such as travel and lodging expenses) will be billed to you at our "out-of-pocket" cost.

No charge will be assessed for either our secretarial services or overtime incurred by our staff. Expense items incurred on your behalf will be itemized separately and billed on our statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is usually the case, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

5. Billing Statements: Generally, our statements are prepared and mailed on a monthly basis. Each statement is reviewed in advance by the responsible attorney and then processed through our accounting department. Our statements are payable upon presentation, and are overdue if not paid by the Due Date set forth on the statements.

6. Late Payment: If you fail to pay our statements in full on or before the Due Date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees and disbursements which are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than permitted by any applicable law.

We will have a lien on all files in our possession and their content until we have received payment in full of all amounts due. Also, in litigation matters in which a money judgment is rendered in your favor, we will have a lien on all proceeds thereof to the extent of any unpaid fees or expenses.

We reserve the right to decline to continue to provide you with services if you fail to timely pay our statements without making mutually acceptable arrangements for delayed payments. In the event that our appearance is entered of record in any court proceeding, your failure to pay shall constitute your express consent to our withdrawal of our appearance as your counsel in such proceeding. It is further understood, it should recourse to litigation be necessary to collect on any obligation under this Agreement, you will pay the attorney's fees, expenses and all costs of collection, and in addition, will pay all charges for any time expended by the attorney related to such collection.

7. Retainer: In advance of any services being provided by our Firm, we will require a retainer of NO Retainer before we render services. Once the initial retainer is used, you agree to be responsible for the timely payment of all new monthly time and expense charges, and shall maintain a replenishable minimum retainer in the sum of \$500.00. If a signed copy of this Engagement Letter is not received or said Security retainer payment is not made within 30 days

of Attorneys signing of this Agreement, this Agreement shall be void and of no effect. If you have chosen our IP Club or services have already been provided by Us, funds are not retainer, but reflect fees for services rendered. For retainer funds, under the Illinois Rules of Professional Conduct, we are obligated to segregate any security retainer funds in an "escrow" or "trust" account on your behalf, separate from our Firm funds, until the retainer is "earned" for services rendered or expended for designated disbursements. We reserve the right either to pay any such disbursements directly from the escrow/trust account or to transfer from such escrow/trust account to our account(s) the amount of such disbursements, at any time after the expense is incurred, and we also reserve the right to apply any such retainer to our legal fees when services are rendered. Unless otherwise agreed, any retainer will be held as security for the payment of any expenses and/or legal fees when due. You grant to us a lien on and security interest in such retainer, together with all replacements and proceeds thereof. If it becomes necessary for us to access the retainer, we will apply the retainer first to the payment of expenses advanced by us on your account and then to legal fees. In the event of any such application, a billing statement will be generated and provided to you. At that time, you may be requested either to replenish or to increase the retainer account. At the conclusion of our legal representation, the retainer, or the unapplied portion thereof, will be returned to you as you direct.

8. Termination: You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either event, fees and costs incurred on or before the date of termination must be paid as described in this letter.

9. Special Arrangements: There are no special arrangements governing the basis on which we will provide and bill legal services to you and varying from, or expanding upon, the general arrangements set forth in this Engagement Letter would be described in a separate mutually agreed and executed agreement or addendum hereto.

10. Other Matters: Unless we otherwise agree, the terms and conditions of this letter will apply to all matters for which you engage us as counsel. It is understood and agreed between the parties that all services will be considered performed in Illinois, under our firm's Illinois Law License and its applicable rules.

11. Governing Law: Illinois law shall govern this Agreement. Our Firm and you will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the County of Cook, Illinois (Third Municipal District and/or Seventh Circuit respectively), for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. If you have any questions or concerns about the terms of this Standard Engagement Letter, please contact us immediately.

I the undersigned understand I need hourly law related services from Michael J. Lightfoot P.C. Attorney at Law and that I will be billed for each hourly increment (divided into 15 minute segments) at the rate of \$300.00 per hour for Michael J. Lightfoot P.C.'s professional services.

Billing will show InternetLawServices.com a Division of Michael J. Lightfoot P.C. an Illinois corporation. All services are performed in Illinois.

Acknowledged and Agree:

EACH OF THE UNDERSIGNED HAS AGREED TO AFFIX THEIR DIGITAL SIGNATURE, EXECUTING AND APPROVING ALL OF THE ABOVE SHOWN DOCUMENT(S).



BY DIGITALLY SIGNING, EACH OF THE UNDERSIGNED REPRESENTS IT IS THEIR DIGITAL SIGNATURE UNDER UNITED STATES FEDERAL LAW.

X _____

Signature Certificate

Document name: InternetLawServices.com - Hourly Credit Card

Authorization Approval

Unique Document ID: B3CF5FADD50EAE3D14AE82BB560FC68896A06F15

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WPsignature
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Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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