

**KAIN & ASSOCIATES**  
**ATTORNEYS AT LAW**  

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Patent - Trademark - Copyright - Computer Law  
Trade Secret - Domain Disputes

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**NOTE:** OUR FIRM DOES NOT REPRESENT YOU UNTIL (a) YOU AGREE TO THE TERMS IN THIS ENGAGEMENT LETTER; (b) YOU SEND US THE REQUESTED RETAINER AND (c) WE AGREE TO REPRESENT YOU IN THIS DISPUTE.

Re: Domain Dispute or Related Trademark Dispute  
Our Ref.: to be assigned

Dear Sir/Madame:

The purpose of this letter is to set forth the terms of our engagement and to explain the fees, costs, expenses and other terms of our representation of you and your company. Your signature at the end of this letter or your affirmative acknowledgment via email grants us the authority to undertake the representation.

1. Purpose of Employment. You are employing us to represent the your domain or your trademark the domain dispute or related trademark dispute.

We are engaged at the UDRP arbitration level, not the trial level. This engagement includes only arbitration litigation services unless we agree in writing to provide additional services. Unless otherwise specified, we are not being retained to provide services in connection with any federal or state court litigation, any appeal, any proceedings after judgment (except motion for judgment n.o.v. or for new trial), or for the collection of any judgment.

2. Attorney's Fees. You have agreed to pay our fees and expenses for this litigation pursuant to this engagement letter. (a) Our representation will commence upon our receipt of the signed engagement letter or email acknowledgment of this engagement letter and receipt of an agreed upon retainer for typical UDRP arbitration. We will render periodic billing statements to you.

(b) There may be times during which we anticipate a significant increase in our billings on this matter due to unforeseen complications in this matter. You agree that we may request an additional retainer not to exceed the original agreed retainer before beginning those phases of the UDRP arbitration.

(c) Our fees are based upon the time we spend working on this project. Our fees are calculated at an hourly rate of \$375.00 per partner/shareholder and \$275.00 an hour for work by

associates. We will render detailed bills to you from time to time explaining the services rendered, and the costs incurred. If you disagree with any of our charges, please notify us in writing within thirty (30) days after the date of mailing. If you do not send us such notification, your failure to disagree indicates your approval and acceptance of the charges.

(d) Our statements include our fees for legal services and costs (explained below) of the UDRP arbitration. All bills, including our statements and statements from third parties for services or materials rendered on your behalf, shall be due when rendered to you. If any bill remains unpaid for sixty (60) days or more from the date it was rendered, we may charge interest at twelve percent (12 %) on the unpaid balance from the invoice date until paid. We have the right to stop all work on this project if you do not pay any bill within 30 days.

(e) Our services include all time we spend on this UDRP arbitration which, in our judgment, is reasonably required or desirable to represent your interests in the subject matter.

(f) If we assign a paralegal to work on your case, his or her time will be billed at a rate not exceeding \$65.00 per hour. The paralegal's time will be specifically identified in the bills.

3. Costs of Action. (a) We will demand retainers for UDRP arbitration fees and costs in connection with this matter. You agree to promptly pay all UDRP arbitrator's fees, costs and expenses, when statements are rendered. We have the right to stop all work on this project if you do not pay any bill for UDRP arbitration fees and costs within 30 days. Other costs, in addition to UDRP arbitration fees include long distance telephone charges, courier fees (Federal Express), fax transmission charges, third party copying and printing expenses, computer-assisted research charges, postage, and such other costs and expenses as may be incurred from time to time.

(b) We will add 5% of our services charges to each bill or invoice for in-house administrative expenses such as long distance telephone charges, fax transmission charges, scanning, in-house copying expenses and postage. Copying by an outside copy service, filing fees, courier fees, computer-assisted research charges, and such other documented costs and expenses are itemized on our bills. You have the right to request copies of all these documented, out-of-pocket expenses.

4. Arbitration. If you dispute any statement rendered by us, you agree to submit the dispute to binding arbitration in Broward County, Florida, before a single lawyer-arbitrator having at least ten (10) years experience in similar matters and who is mutually acceptable to both of us. If we cannot agree upon an arbitrator, then you and our firm both agree to an arbitrator as selected by the American Arbitration Association. You agree to pay one-half of the expenses of the arbitrator's fees and we shall pay the rest.

5. Attorney's Lien and Enforcement. We have common law and statutory liens for unpaid fees or costs advanced on your behalf, including liens on the claim or cause of action, and on any proceeds or judgment that may be recovered. If we use the services of an attorney to enforce

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this agreement, a reasonable attorney's fee for the enforcement action shall be added to any award.

6. Associate Counsel. We may employ associate counsel to assist us in prosecuting your claim, or in your defense, at our expense.

7. Experts and Investigators. We WILL NOT employ expert investigators to investigate the facts surrounding the cause of action.

8. Disclaimer of Warranty. We make no warranties as to the successful conclusion of the action. Our opinion regarding the merits of the action or the successful conclusion thereof constitute matters of opinion only.

9. Power of Attorney to Execute Documents. You grant to us your power of attorney to execute all documents reasonably necessary to represent your interests in this action.

10. Full Cooperation by Client. You understand that cooperation by you as client is necessary in order for us to properly represent you, and you agree to be available to us by telephone at reasonable times for the purpose of this matter.

11. Law to Govern Contract. The laws of the State of Florida shall govern the construction and interpretation of this agreement.

12. Entire Understanding Between Parties. This agreement is the entire agreement between us. Any amendments or modifications shall be in writing and signed by both of us.

Your signature at the end of this engagement letter agreement or your email acknowledgment accepting this engagement letter shall signify your understanding and acceptance of these terms. Upon our receipt of this engagement letter signed by you or your email acknowledgment AND your retainer, we shall countersign the letter or confirm our engagement as your lawyers via email or return a fully executed copy of the same to you. We look forward to working with you and to a successful resolution of this matter.

Sincerely,

Robert C. Kain, Jr.  
for the Firm

ACCEPTED, APPROVED, AND AGREED:

Corporation Name

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Client Name, Pres.

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Client Name, individually

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