

Monacopi USA Inc.  
dba – ***Troll Buster***  
P.O. Box 757  
La Jolla, CA 92038

## **FEE AGREEMENT**

This consulting contract (herein "AGREEMENT") is a written fee agreement to serve interests of both parties hereto. We, Monacopi USA Inc., (herein "***Troll Buster***") agree to provide consulting services to you, **\*\*Client Name\*\***, on the terms set forth below.

### **1. CONDITIONS**

This AGREEMENT will not take effect, and we will have no obligation to establish a consulting services relationship until you return a signed copy of this AGREEMENT and pay any deposit called for under paragraph 4.

### **2. SCOPE OF THE SERVICES**

You are hiring us as your consultants and agents, to assist you in the patent reexamination or domain name dispute matter described on the attached Rate Schedule. We will provide those consulting services reasonably required to advance your matter as necessary. We will take reasonable steps to keep you informed of progress and to respond to your inquiries. ***Troll Buster*** does not, will not, and cannot, represent you in any matters of law before any jurisdiction in any state (country). Unless you and ***Troll Buster*** make a different agreement in writing, this AGREEMENT will govern all future consulting services we may perform for you.

### **3. CLIENT'S DUTIES**

You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this AGREEMENT, to pay our bills on time and to keep us advised of your address, telephone number and whereabouts.

### **4. MINIMUM FEE/DEPOSIT**

You agree to pay us an initial deposit of **\*\*\$3000\*\***. That deposit shall be applied against periodic debit notes to you from ***Troll Buster***. After satisfaction of any invoices that are outstanding at the conclusion of our representation, we will refund to you any unused portion of the deposit on your request.

### **5. FEES AND BILLING PRACTICES**

You agree to pay by the hour at our prevailing rate for all time spent on your matter by our personnel. Our current hourly rates are set forth on the

attached Rate Schedule. The Rate Schedule also may provide for periodic increases.

We will charge you for the time we spend on telephone calls relating to your matter, including calls with you, any opposing party, patent office staff, or staff of UCANN or ACPA authorities. We will charge for travel both in town and out of town. We will charge for all time spent on your case.

#### **6. COSTS AND OTHER CHARGES**

We may incur various costs and expenses in performing consulting services under this AGREEMENT. You agree to pay for those costs and expenses in addition to the hourly fees. Costs and expenses commonly include: patent offices' fees, fees fixed by law, long distance telephone costs, mailing costs, photocopying and other reproduction costs, computerized searching, among others.

#### **7. BILLING STATEMENTS**

We may send you periodic statements for fees and costs incurred. Each statement will be due within 10 days of its date. You may request a statement at intervals of no less than 30 days. If you do, we will provide one within ten (10) days. Fees and costs may, at our discretion, be paid from the deposit pursuant to Paragraph 4 above.

#### **8. LIEN**

You hereby grant us a lien on any and all intellectual properties or other intangible properties that are the subject of our consultation under this AGREEMENT. Our lien will be for any sums owing to us at the conclusion of our services. The lien will attach to any license or royalty you may obtain, whether by arbitration award, judgment, settlement or otherwise.

#### **9. DISCHARGE AND WITHDRAWAL**

You may discharge us at any time. We may withdraw with your consent or for good cause. Good cause includes your breach of this AGREEMENT, your refusal to cooperate with us or to follow our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical.

When our services conclude, all unpaid charges will immediately become due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any funds or property of yours in our possession.

#### **10. DISCLAIMER OF GUARANTEE**

Nothing in this AGREEMENT and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter. We cannot make such promises or guarantees. Our comments about the outcome of your case matter are expressions of optimism only.

#### **11. EFFECTIVE DATE**

This AGREEMENT will take effect when you have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date we first performed consulting services. Even if this AGREEMENT does not take effect, you will be obligated to pay us the reasonable value of any consulting services we may have performed for you.

***Troll Buster***

By: \_\_\_\_\_  
Joseph Page

I have read and understand the foregoing terms and those set forth on the attached Rate Schedule and agree to them, as of the date ***Troll Buster*** first provided services.

**\*\*Client Name\*\***

**\*\*By Name\*\***

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

***Troll Buster*** RATE SCHEDULE

1) **Identification**

Client: **\*\*Client Name\*\***

Matter: **\*\*General Patent Reexamination Domain Dispute Matters\*\***

2) **Hourly rates**

Patent reexamination request drafting; and domain name disputes

\$400/hour

3) **Minimum time**

We charge for time in minimum increments of .1 hours

4) **Subject to change**

The rates on this schedule are subject to change on 10 days written notice. If you decline to pay any increased rates, we will have the right to withdraw as your consultant.