

[COMPANY NAME] / MODERN IP AGENCY AGREEMENT

[COMPANY NAME], a [COMPANY TYPE], with an address at [COMPANY ADDRESS] (“COMPANY”), hereby engages Modern IP, LLC, a Missouri Limited Liability Company with an address at PO Box 609, Forsyth, MO 65653, USA (“MIP”), as its agent (each a “Party” and together the “Parties”) as of May 16, 2017 (“Effective Date”).

COMPANY desires to have MIP perform services related to intellectual property and MIP desires to perform such services for COMPANY, subject to and in accordance with this agency agreement (“Agreement”).

1. Term. The term of this Agreement is one year from the Effective Date.
2. Services. COMPANY retains MIP to provide expert advice and to act as its agent in negotiations (without disclosing COMPANY’s identity) with an outside party or parties regarding the intellectual property rights identified in Exhibit A hereto (“Rights”) and other intellectual property as COMPANY may, from time to time, request in writing via email. MIP’s advice and efforts toward the purchase, sale, lease, cancellation, transfer, or other disposition of the Rights, as specified in Exhibit A (“Services”), is on behalf of, and for the benefit of COMPANY. MIP may, for the sole purpose of completing any transaction on COMPANY’s behalf: (a) prepare, execute or file assignments and other documents; (b) collect payments; and/or (c) work with third party service providers such as escrow services, domain registrars, etc.

It is expressly understood that MIP is acting solely as an agent for COMPANY. MIP will not communicate offers or enter into any agreement for the Rights without COMPANY’s direction in writing. MIP agrees to act in good faith and to follow COMPANY’s reasonable and lawful directions. COMPANY agrees that MIP will not be liable in any way for following COMPANY’s direction.

3. Confidentiality. MIP agrees to use commercially reasonable efforts to keep COMPANY’s identity confidential in discussions, negotiations and transactions with any third party relating to the Rights. MIP may, with the express written permission of COMPANY, release information that may identify COMPANY.

COMPANY understands that MIP utilizes certain proprietary methods and information including, but not limited to, confidential third party knowledge, certain beneficial partnerships, and other intelligence not publicly known, and agrees to keep all such propriety methods and knowledge confidential.

4. Independent Contractor. MIP is an independent contractor. Nothing in this Agreement will be construed to create an employment or joint venture relationship between the Parties. Neither Party will use the name, trademarks or trade names of the other in any promotional materials, on websites or otherwise without the other’s written consent.
5. Compensation. As consideration for the Services provided, COMPANY will pay MIP as specified in Exhibit B (“Fees”).
6. Expenses. COMPANY will reimburse MIP for its reasonable and documented out-of-pocket expenses (“Expenses”) when incurred. COMPANY understands and acknowledges that expenses may include, but are not limited to, wire fees, escrow fees, courier costs, registrar transfer fees, filing fees, etc.
7. Representations & Warranties. COMPANY represents and warrants that it owns all rights, title & interest in, and has the unrestricted right to dispose of, any Rights offered for sale or lease. COMPANY represents and warrants that it is not using MIP to engage in, or to further any illegal activity. COMPANY will promptly take all actions necessary to complete approved transactions (including not limited to signing docs, approving registrar transfers, executing assignments, etc.).

MIP represents that it has the qualifications, experience and ability to properly perform the Services and that it will perform the Services in a professional manner and in accordance with industry standards.

Each of the Parties represents and warrants to the other that: (a) it has all requisite power and authority to enter this

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Agreement and to perform its obligations hereunder; (b) this Agreement has been duly executed, and is a valid and binding obligation; and (c) this Agreement will not result in the violation of any other obligation by which the Party may otherwise be bound, or of any law, regulation, judgment or order governing or affecting the Party.

8. Termination. Notwithstanding Section 1, either Party may terminate this Agreement at any time upon 10 business days' written notice. Upon termination, COMPANY will promptly pay MIP any Fees earned and reimburse any Expenses incurred up to the effective termination date.

Should either Party default or materially breach any of its obligations hereunder and fail to cure the breach within 10 business days after receiving written notice from the other Party of the breach or default, the non-breaching Party may terminate this Agreement immediately.

9. Indemnification. COMPANY agrees to indemnify and hold harmless MIP, its officers, staff, partners and agents from and against any and all losses, claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees (a "Claim" or collectively, "Claims") asserted against it arising from MIP's obligations under any third party agreement which COMPANY authorized MIP to enter on their behalf or for their benefit, unless the harm giving rise to the Claim was directly caused by MIP's negligence or willful misconduct.

MIP agrees to indemnify and hold harmless COMPANY, its its officers, staff, partners and agents from and against any and all Claims asserted by any third parties against COMPANY for harm directly caused by MIP's negligence or willful misconduct in connection with its performance of Services under this Agreement.

10. Limitation of Liability. Except for any indemnity obligations under this agreement, neither Party will be liable to the other for any loss of profit, loss of business or special, indirect, incidental, consequential or punitive damages even if it has been advised of the possibility of such damages. MIP's liability under or relating to this Agreement or any third party agreement, will in no event exceed in aggregate the amount equivalent to the sums actually received by MIP for its Services under this Agreement. The Parties acknowledge and understand that MIP makes no representation or warranty of any kind regarding the Rights including its strength, validity, non-infringement, merchantability, fitness, registration status or other condition of the Rights and is exempt from any liability for the Rights.

11. Miscellaneous. This Agreement sets forth the entire understanding between the Parties, supersedes any and all existing agreements between them, and may be modified only by a writing signed by the Parties. The Parties' obligations under this Agreement which are, by their nature, continuing, shall survive the expiration or termination of this Agreement, including, without limitation, Section 3 and any TAIL described in Exhibit B. If any part of this Agreement is deemed unenforceable, the remainder will remain in force. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Agreement may be signed in counterparts, and electronic signatures will be deemed binding. This Agreement is governed by, and construed in accordance with, the laws of the State of California, and the Parties consent to the exclusive jurisdiction of any court of competent jurisdiction in the County of Los Angeles. Each Party waives any objection based on venue or forum non conveniens.

The Parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein as of the Effective Date.

[COMPANY NAME] (Company)

Modern IP (MIP)

BY: _____

BY: _____

Name: [SIGNER NAME]

Name: Cyntia L King

Title: [SIGNER TITLE]

Title: Founder & Owner

Date: [DATE]

Date: [DATE]

EXHIBIT A

DESCRIPTION OF RIGHTS/SERVICES

Intellectual Property Rights	Services Requested	Desired Price
[RIGHTS 1]	[SERVICES 1]	\$ [PRICE 1]
[RIGHTS 2]	[SERVICES 2]	\$ [PRICE 2]
[RIGHTS 3]	[SERVICES 3]	\$ [PRICE 3]
[RIGHTS 4]	[SERVICES 4]	\$ [PRICE 4]
[RIGHTS 5]	[SERVICES 5]	\$ [PRICE 5]
[RIGHTS 6]	[SERVICES 6]	\$ [PRICE 6]
[RIGHTS 7]	[SERVICES 7]	\$ [PRICE 7]
[RIGHTS 8]	[SERVICES 8]	\$ [PRICE 8]
[RIGHTS 9]	[SERVICES 9]	\$ [PRICE 9]
[RIGHTS 10]	[SERVICES 10]	\$ [PRICE 10]

EXHIBIT B

FEES

Check applicable payment terms:

- COMPANY will pay MIP on a time-spent basis as follows: \$500 covering the first three (3) hours of time and any additional time billed at \$200/hour, payable
 - WEEKLY
 - BI-WEEKLY
 - MONTHLY
 - AT PROJECT CLOSE

- COMPANY will pay MIP a Fee of 15% of the total consideration paid to COMPANY for the Rights specified on Exhibit A of this Agreement (“Commission”). COMPANY will also reimburse MIP for any reasonable and documented out-of-pocket expenses, per Section 5.

Tail Commission. In addition, for a period of six (6) months following termination or expiration of this Agreement, COMPANY will pay MIP a Commission on the purchase, sale, lease or other disposition of any Rights to a party contacted and cultivated by MIP prior to the termination or expiration of this Agreement (“TAIL”). Client shall be required to pay a TAIL on disposition of any such Rights occurring within the three (3) month period beginning on the effective date of termination or expiration, regardless of whether MIP was involved in such transaction or if the transaction was made directly by Client or through subsidiaries, affiliates, agents or intermediaries.

- COMPANY will grant shares of COMPANY’s stock, at an exercise price equal to the fair market value on the date of grant, as detailed below:

Grant Date	Stock Type	#	Value	Exercise Schedule	Vestment Schedule
[Enter]	[Enter]	[Enter]	\$ [Enter]	[Enter]	[Enter]
[Enter]	[Enter]	[Enter]	\$ [Enter]	[Enter]	[Enter]
[Enter]	[Enter]	[Enter]	\$ [Enter]	[Enter]	[Enter]

- OTHER: [OTHER Description]