

CR MILES P.C.
405 Mason Court, Suite 119
Fort Collins, Colorado 80524

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, dated the 14th day of September, 2016, for legal services and fees is between CR MILES P.C. ("CR MILES") and Marbl Limited, a Colorado limited liability company, whose address is 4501 E. Boardwalk Drive, Unit H75, Fort Collins, Colorado 80525 (the "Client").

1. **SUBJECT.** Client has retained or engaged CR MILES to represent Client's interests with regard to intellectual property, proprietary rights, business formation, and business transactions, which may involve patent, trademark, copyright, licensing, or other matters.

2. **SERVICES.** Client hereby directs CR MILES to utilize its attorneys, staff and contractors; and to contact and pursue efforts with persons, businesses, or government agencies, as it deems fit to prosecute such matters for Client until either party terminates this Fee Agreement. The Client agrees to cooperate with and provide information to CR MILES as it requests from time to time for the orderly prosecution of such matters. It is understood that CR MILES' involvement in any matters for the Client in any other state or country; or in any locality or before any court or other governmental agency which requires a license to provide legal services not held by CR MILES shall be of an advisory nature only; and to the extent representation is sought in such matters, the Client authorizes CR MILES to engage counsel licensed to provide legal services in such other state, country, locality, or before such court or government agency. If CR MILES engages counsel licensed to practice in such other country, state, or locality or before such court or government agency, such counsel shall represent the Client and the Client agrees to be directly responsible for all fees or costs of such counsel regardless of the billing arrangement.

3. **FEES AND COSTS.** Client agrees to maintain a retainer in a retainer account and to pay fees and costs in accordance with the attached Fee and Retainer Account Schedule. Client authorizes CR MILES to pay fees and costs from the retainer in the retainer account. CR MILES agrees to bill Client monthly for all fees and costs incurred to the end of the prior month; flat fees may be considered earned as soon as that effort is commenced. If the legal fees and costs billed Client exceed the retainer in the retainer account, Client agrees to pay the amount in excess of the retainer on receipt and agrees to deposit an additional retainer to maintain the minimum balance in the retainer account agreed upon. While the Firm may advance certain costs on behalf of Client, Client understands that CR MILES generally requires payment of all costs as they arise; Client agrees to pay the estimated amount of such costs as requested. Client agrees that any fees and costs billed, exceeding the amount of any retainer, not paid by the first day of the following month after billing shall automatically accrue a service and interest charge in the amount of 1.5% per month. Such service and interest charge shall be due and payable immediately without demand. CR MILES agrees to fully refund any amounts held in the retainer account not applied against fees or costs to Client.

4. **MISCELLANEOUS.** CR MILES shall utilize all reasonable efforts to prosecute matters to the extent authorized by Client, however, CR MILES does not guarantee the success of any efforts to obtain, maintain, or enforce proprietary rights and Client acknowledges that CR MILES or any of its employees, staff, or affiliates have not performed acts or made statements which guarantee success in any application, registration, prosecution, enforcement, or other matter pursued. In the event any dispute arises between CR MILES and Client, whether regarding fees, costs, or any provision of legal services or any other matter, both parties agree that such dispute shall be resolved by binding arbitration in Fort Collins, Colorado before an impartial panel, according to the procedures of the Colorado Bar Association, if applicable, or the Commercial Rules of the American Arbitration Association, each of whose decision shall be binding and enforceable by the courts. This agreement may be executed in counterparts or by facsimile signatures of the various parties and each mode of execution shall be deemed fully effective.

CR MILES P.C.

By: _____
Craig R. Miles

CLIENT: MARBL LIMITED

By: Matthew G. Fonken
Matthew G. Fonken, Managing Member

FEE AND RETAINER ACCOUNT SCHEDULE

As applied to the attached Agreement For Legal Services, the following fees and costs shall be utilized by CR MILES to the extent applicable. It is understood and agreed that all fees and rates shall be subject to change on each succeeding January 1st following the date that the Fee Agreement is entered into.

1. A fee of \$275.00 per hour (or the lesser hourly rate of any staff member or associate performing efforts) for the preparation, filing, prosecution and maintenance of patent, trademark and copyright applications or other related matters as may be mutually agreed upon between Client and CR MILES. A retainer shall be placed with CR MILES P.C. in an amount mutually agreed upon prior to commencement of legal services.