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VENTURE PLUS MEMBERSHIP PROGRAM AGREEMENT

This VENTURE PLUS Membership Program Agreement (“Agreement”) is a contract between the undersigned individual(s) (“You” or “Member”) and The Bunker Law Group, a Professional Limited Liability Company, having a place of business at 3753 Howard Hughes Parkway, Suite 200, Las Vegas, Nevada, 89169 (“BLG”), and sets forth the terms of your membership in the VENTURE PLUS Membership Program (“VENTURE PLUS Program”). You must read, understand and agree to the terms and conditions of this Agreement and sign where indicated below before your membership in the VENTURE PLUS Program will become effective.

In consideration of the exchange of rights, obligations and benefits described herein, the parties hereby agree as follows:

- Amendment to Engagement Agreement.** This Agreement serves as an addendum to the Attorney Client Engagement Agreement, entered into between you and BLG (the “Engagement Agreement”). Together, the two documents constitute the entirety of the agreement between you and BLG. In the event there is any conflict or inconsistency between the terms hereof and the terms of the Engagement Agreement, the terms of the Engagement Agreement shall govern.
- Term, Termination & Renewal.** The minimum financial commitment to the VENTURE PLUS Program is one (1) year, and by signing this Agreement, you agree to pay the Membership Fee for twelve (12) consecutive months, regardless of the extent and scope of your use of VENTURE PLUS Program services. A significant portion of the VENTURE PLUS Program membership includes benefits that are invested/incurred/delivered by BLG in the first weeks and months of your membership, thus mandating the one-year financial commitment by the member. This also gives the members the flexibility to utilize the benefits upfront in the first month or several months, without paying the cost of those services upfront, but rather over the one-year term of membership. **You expressly state that all monthly fees have therefore been earned upon signing this agreement. While you are free at any time to terminate the attorney-client relationship with BLG, or your VENTURE PLUS Program membership, your one-year financial commitment remains an obligation until your total fees have covered the per-project fee pricing for the services you received while a member of the program.**



Following the initial one-year term, the Agreement will automatically renew on a monthly basis unless you notify us, in writing by certified mail, return receipt requested, of your intention to terminate, or termination by The Bunker Law Group, PLLC. The initial one-year term and any renewal terms hereunder are referred to herein as the “Term.”

Upon termination of your VENTURE PLUS Program membership prior to the end of the first one-year term, a fee equal to three times your monthly membership fee may be charged to your account as an expressly earned fee to offset the investment by The Bunker Law Group, PLLC, for the service it has already provided early in the relationship, assuming The Bunker Law Group, PLLC has provided a reasonable amount of services to justify such a termination fee.

If you terminate your membership in the VENTURE PLUS Program, you thereby forego the right to receive the specific, exclusive benefits offered to members of the VENTURE PLUS Program. You may elect, however, to still remain a client of BLG pursuant to the terms of the Engagement Agreement, and continue to receive advice, consultation, and services pursuant to the terms of the Engagement Agreement.

- 3. Fees and Payment Terms.** The annual VENTURE PLUS Program Membership Fees and service deliverables for each level of membership are set forth on **Schedule 1**.

Your first monthly Membership Fee as set forth in **Schedule 1** is due in full upon execution of this Agreement. You agree to provide a valid credit card number at the end of this Agreement, and you authorize BLG to charge the applicable monthly fee to such account on a monthly basis during the Term.

If you do not pay the Membership fee within thirty (30) days of the due date for said fee, your membership will automatically terminate and your credit card may be charged a termination fee equal to **three months** of your VENTURE PLUS Program Membership level. Any additional benefits or bonuses provided for under the VENTURE PLUS Program will be automatically terminated, and BLG is not responsible for any liability that may arise due to any benefits or bonuses that are discontinued. If you terminate your membership and want to re-enroll later, BLG reserves the right to charge the Enrollment Fee at the time of re-enrollment.

- 4. VENTURE PLUS Membership Requirements.** To be eligible to participate in the VENTURE PLUS Program, you must meet the following criteria and continue to meet these criteria throughout the Term: (i) you must have executed an Engagement Agreement with BLG; (ii) you

must pay the required monthly Membership Fee; and (iii) you must provide BLG with current and valid contact information, including your legal name, address, and telephone number and email address and promptly update all such information should it change.

5. **VENTURE PLUS Membership Benefits.** During the Term of the Agreement, you will be eligible to receive all VENTURE PLUS Program benefits afforded to all VENTURE PLUS Program members for your particular Plan. The four Plan levels (Basic, Manager, Professional, Executive) are described on **Schedule 1**, attached hereto.
6. **Limitations.** Plans do not include any out-of-pocket expenses, litigation expenses, fees and/or services, or travel outside of a 20-mile radius of Las Vegas, Nevada.
7. **Compliance with Law.** You agree to comply with all of your local, state, county, country or regional legal restrictions that may be applicable to your participation in the VENTURE PLUS Program.
8. **Referrals to Other Services.** As a part of your participation in the VENTURE PLUS Program, in some instances, BLG may refer you to outside services providers. Your relationship with other professionals or third party service providers that you may meet or come into contact with as a result of your VENTURE PLUS Program membership are solely between you and such parties. You understand and agree that BLG does not authenticate, or warrant any product, offer, or service provided by any such third party.
9. **Modification.** BLG may amend its policies and/or the terms of this Agreement from time to time following reasonable notice to you.
10. **Governing Law.** This agreement is governed by the laws of the United States of America and the State of Nevada, exclusive of such state's rules with regard to choice of law, and shall be adjudicated in Clark County, Nevada.
11. **Disputes and Arbitration.** We look forward to a long and mutually productive relationship with you. If you become dissatisfied for any reason, we encourage you to notify us immediately. It is our belief that most such problems can be resolved by good faith discussions between the parties. Nevertheless, it is always possible that some dispute may arise which cannot be resolved by discussions between us. We believe that such disputes that involve fees in excess of \$7,500.00 can be resolved more

expeditiously and with less expense to all concerned by first using mediation, then if necessary, binding arbitration rather than court proceedings. As such, any dispute arising hereunder shall be subject to arbitration in accordance with the terms of this paragraph. Any dispute, controversy or claim arising out of or relating to this Agreement, including any claims for legal malpractice, breach of contract, breach of fiduciary duty, and /or other claims relating to the provision of professional services, in excess of \$7,500.00 shall be settled by first with the assistance of mediation, then if mediation fails, by binding arbitration administered by the American Arbitration Association in accordance with its applicable rules. By agreeing to submit this matter to binding arbitration, you are waiving your right to a jury and any rights to appellate relief. If you have any questions regarding the waiver of these rights, we urge you to consult with another attorney of your choice. Any judgment on the arbitration award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration proceeding shall be held in the proper venue in the State of Nevada. Any dispute relating to fees, costs or legal expenses in dispute, including any action to collect monies owed, is subject to the arbitration procedure established by the State Bar and codified at Nevada Rules of Professional Conduct 1.5. Any action relating to such a fee dispute shall be conducted in conformity with that statute; notwithstanding the fact that the parties may agree to binding arbitration of such fee disputes after the statutory obligations are met or otherwise consistent with the statutory scheme.

VENTURE PLUS Program Level Selection

Please select from the following four Plan levels, as described on **Schedule 1**: (please check one)

- [BASIC] Plan (\$299/month) [MANAGER] Plan (\$749/month)
- [PROFESSIONAL] Plan (\$1,495/month) [EXECUTIVE] Plan (\$2,995/month)

Membership Fees Reminder:

As noted above, membership in the VENTURE PLUS Program requires a minimum one-year commitment. Your membership in the VENTURE PLUS Program will be billed monthly to the credit card you list below at the appropriate rate for the membership level you select on the same day of the month each month for your VENTURE PLUS Fee plus the actual out-of-pocket expenses incurred on your behalf during the previous month or approved by you for out-of-pocket expenses expected to be incurred in the coming month. Your charges will be processed on or about the same day each month during the period of your membership.

Credit Card: (circle one) VISA MASTERCARD DISCOVER AMEX

Card Number: _____ / _____ / _____ / _____
Exp. Date: _____ / _____

Name on Card: _____
Security Code: _____

Billing Address: _____

Thank you for your trust. I look forward to working with you.

s/Benjamin L. Bunker/

Benjamin L. Bunker, Esq.
Attorney and Counselor at Law

[SIGNATURE PAGE TO FOLLOW]

If, after payment by credit card, you later dispute the charge(s), unless prohibited by law, you agree not to cancel, revoke, charge back, or dispute any previously entered charge on your credit card. If you do so, and it is later determined that the charge was properly authorized, you agree to pay all out-of-pocket fees and costs incurred by The Bunker Law Group, PLLC as a result of the improper cancellation, revocation, charge back, or dispute.

Agreed to and accepted personally this _____ day of _____,
20__.

By: (Signature)_____

(Printed Name)_____

As Authorized Agent of Client

Thank you. Please fax the signed agreement to 888.460.8609 or email to:
email@bunkerlawgroup.com

SCHEDULE 1: VENTURE PLUS Program Package Options**

Example Deliverables	Project Fee	BASIC	MANAGER	PROFESSIONAL	EXECUTIVE
Small Business Legal Audit	\$1,250.00	Included	Included	Included	Included
Single Owner LLC/Corporate Formation	\$1,200.00	Included	Included	Included	Included
2-3 Owner LLC/Corporate Formation	\$1,500.00	--	Included	Included	Included
4+ Owner LLC/Corporate Formation	\$1,800.00	--	--	Included	Included
Buy-Sell Agreement	\$1,500.00	--	Included	Included	Included
Operating Agreement/By-Laws	Incl. in Formation	Included	Included	Included	Included
Formation Minutes	Incl. in Formation	Included	Included	Included	Included
Annual Corporate Documents	\$250/annually	Included	Included	Included	Included
Registered Agent Services	\$200/annually	Included	Included	Included	Included
1 Copyright Registration Applications	\$400.00	Included	Included	Included	Included
2-5 Copyright Registration Applications	\$800.00	--	Included	Included	Included
Up to 20 Copyright Registration Applications	\$2,400.00	--	--	--	Included
Trademark Name Search/Each	\$250.00	Included	Included	Included	Included
Trademark Office Actions	\$150.00	Included	Included	Included	Included
1 Trademark Registration Application	\$1,500.00	Included	Included	Included	Included
2-5 Trademark Registration Applications	\$3,000.00	--	Included	Included	Included
Up to 20 Trademark Registration Applications	\$7,500.00	--	--	--	Included

Comprehensive Intellectual Property Audit	\$3,000.00	--	--	Included	Included
Intellectual Property Plan	\$3,000.00	--	--	--	Included
Attorney's Letter to Resolve one issue	\$800.00	--	--	--	Included
Contract Review	\$400.00	Included	Included	Included	Included
Custom Contract Drafting	\$800.00	--	Included	Included	Included
Subcontractor Agreement	\$600.00	Included	Included	Included	Included
Client Agreement	\$600.00	--	--	Included	Included
Joint Venture Agreement	\$1,200.00	--	--	Included	Included
Independent Contractor Agreement	\$600.00	--	--	--	Included
Employee Manual/Policies & Procedures	\$1,250.00	--	--	--	Included
Employee Agreement	\$800.00	--	--	--	Included
Brand Consultation	\$2,500.00	Included	Included	Included	Included
Email and Phone Access to ATTORNEY as NEEDED	\$7,500.00+ (estimated annual value)	Included	Included	Included	Included
Other Projects Quoted as Flat Fees	Stated Fee	10% Discount	15% Discount	20% Discount	25% Discount
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Monthly Membership Fee	-----	\$299 per Month	\$749 per Month	\$1,495 per Month	\$2,995 per Month
Estimated Annual Value	-----	\$14,850	\$27,450	\$41,650	\$62,550
Estimated Annual Savings	-----	\$11,550	\$18,450	\$23,650	\$26,550

****All membership fees exclude out-of-pocket expenses and litigation. Costs subject to change.**