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ENGAGEMENT LETTER

The purpose of this letter is to set forth the terms of my legal representation of you. Before I begin any legal work, please read, sign and return this agreement to me along with a non-refundable retainer of \$750.

1. Scope of representation.

I will represent you in any matter related to Intellectual Property, including patents, trademarks, copyrights, the licensing thereof, and in any other matters as mutually agreed.

2. Excluded from representation.

My representation of you is limited to matters described above, and I owe you no duty of ongoing representation in this or other matters, including advice or representation pursuant to litigation. **I owe you no duty to pay, docket or notify you of any maintenance fees, annuities, or declarations related to or arising from a patent, trademark or copyright.** You are solely responsible for the timely filing of any necessary documents or payment of any required fees.

3. Attorney's Fees.

I will perform the services described above for a fee of \$160 per hour. These charges do not include costs or fees, which I might incur on your behalf. At my discretion, I may change the above fee schedule provided I give you at least thirty (30) days written notice. I will keep track of all time that I spend on this matter, including time that I spend talking to you on the telephone or in person, time that I spend talking to each other or to third parties (your advisors, other attorneys, etc.) about your matter, time that I spend doing research on your matter, time that I spend drafting, revising and reviewing your documents, time that I spend drafting and reading correspondence, and time that I spend supervising execution of documents.

4. Expenses.

In addition to the fee described above, you agree to pay all expenses incurred on your behalf. These expenses include, but are not limited to, governmental fees, postage, long distance telephone calls, photocopying, overnight messenger charges and other fees. You will be billed for all travel expenses including but not limited to travel fares, meals and lodging. When necessary, I will hire experts and will bill you for their fees. At my discretion, I may require that expenses be paid in advance or that funds be escrowed to cover anticipated disbursements.

5. Billing procedure.

I will bill you for all fees and expenses incurred. Payment is due within thirty (30) days of billing. Interest will be charged at the rate of 18% per annum or the maximum amount permitted by law whichever is less for any amount remaining due 30 days after the bill has been sent. I may ask you to deposit further amounts as a continuing retainer if the original retainer has been depleted. Should your account be more than sixty (60) days past due, I may, at my discretion, cease all substantive action on your case.

6. Disbursements.

Any disbursements, including but not limited to fees for filing, extension of time, petition, appeal, issue, annuity, and maintenance must be paid in advance. You understand that I am under no duty to

advance to you any fees for any reason whatsoever. You agree that I have no duty to pay any disbursement that you have not pre-paid, and that am not liable for the abandonment of any rights because of your failure to pay timely any required disbursement. At your option, I will open for you an escrow account to cover future disbursements provided you maintain at least \$2500 in the account.

7. Insurance

Pennsylvania Rule of Professional Conduct 1.4(c) requires that you, as the client, be informed in writing if a lawyer does not have malpractice insurance of at least \$100,000 per occurrence and \$300,000 in the aggregate per year and if, at any time, a lawyer's malpractice insurance drops below either of those amounts or a lawyer's malpractice insurance coverage is terminated. You are therefore advised that I do not have malpractice insurance coverage of at least \$100,000 per occurrence and \$300,000 in the aggregate per year.

8. Termination of Representation.

Either of us can terminate this relationship at any time for any reason by giving written notice to the other party. My representation of you will terminate immediately upon the giving of notice by either party, except that, if you are involved in a court proceeding at the time of termination and I am the attorney of record, my representation will continue until my withdrawal as your attorney will not jeopardize your interests in the proceeding. Upon termination by either party for any reason:

- a. You agree to pay my fees through the date of termination calculated at the hourly rate stated above;
- b. You agree to pay expenses incurred through the date of termination;
- c. I will reimburse you for the unused amount of any escrow account; and
- d. Upon request and provided your account is paid in full, you may request I will provide you with the file I maintain on your matter, provided I am entitled to photocopy the file contents at your expense prior to delivery of the file to you and you prepay any postage.

I appreciate the confidence that you have shown in my office by entrusting your important matter to me. If you want me to represent you, and if you agree to the terms of this letter, please sign one copy of this letter and return it to me along with the retainer. Please contact me if you have any questions.

Very truly yours,

James R. Williams
Registered Patent Attorney

I/We acknowledge we have read and understood all terms of the conditions stated above and agree to be legally bound thereby:

Signature

Name

Signature

Name

Signature

Name