



## **Retainer Agreement**

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Michael Perkins, hereinafter called the "Patent Engineer", and \_\_\_\_\_, of \_\_\_\_\_ hereinafter called the "Client".

Client hereby retains and employs Patent Engineer to:

Provide an initial search for client's intellectual property. With approval to proceed based on search results Engineer will generate a patent application.

Patent Engineer shall charge for his services at the rate of \$ 150 per hour for time actually devoted to the service of Client. Client agrees to pay Engineer each month for services rendered during the preceding month, together with reimbursement for all expenses pertaining thereto.

Typical initial search costs are \$575.

Typical provisional patent application preparation is \$1,985

Typical non-provisional patent application preparation is \$ 6,275

Typical comprehensive search costs are \$1,965

Actual costs are estimated individually.

An advance retainer equal to estimated fee is required to initiate services. This amount shall be applied against Patent Engineer's fees and costs incurred by client. Additional services will be billed at \$150 per hour in 15 minute increments.

In consideration for said payment, Attorney agrees to perform to the best of his abilities and to exhibit due diligence in the conduct of said services.

Client agrees to provide all information in his possession or available to him promptly to Patent Engineer as requested to aid in document preparation.

Intellectual Property; All intellectual property including trademarks, writings, information, trade secrets, inventions, discoveries, or improvements, whether or not registrable or patentable, which are conceived, constructed or written by Client shall remain the sole and exclusive property of Client.

Disclaimer; client acknowledges that Patent Engineer makes no guaranty regarding decisions by United States Patent Office or Appeals Courts, outcomes or success with regard to Client's filings

In the event legal action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Arbitration of fee dispute; in the event of a dispute between Client and Patent Engineer pertaining to fees and costs by Patent Engineer, such dispute shall be resolved by binding arbitration in accordance with applicable arbitration rules of the state of Texas.

Arbitration of Malpractice; in the event of a dispute arises between Patent Engineer and Client regarding any alleged malpractice in the providing of services by Patent Engineer, such dispute shall be resolved by binding arbitration in accordance with applicable arbitration rules of the state of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

By

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Michael T. Perkins, Patent Engineer, PEI

By

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