

Integrity Intellectual Property

P.O. Box 757
La Jolla, CA 92038



FEE AGREEMENT

This professional legal services fee agreement (hereinafter "AGREEMENT") is a written fee agreement to protect interests of all parties hereto. We, Integrity IP, will provide patent related legal services to parties in common interest, collectively 'you', including: an inventor party, ****Inventor Name**** and an expert party, ****Expert Name****, on the terms set forth below.

1. **CONDITIONS.** This AGREEMENT will not take effect, and we will have no obligation to provide legal services, until a returned copy of this AGREEMENT including signatures from all three named parties and payment of initial retainer in the amount of \$2,000 is made.

2. **SCOPE OF THE SERVICES.** You are hiring us as your agents, to represent you in a patent matter related to a new invention. We will provide those legal services reasonably required to prepare and file a full, non-provisional United States patent application for a single invention. We will take all reasonable steps to keep you informed of progress and to respond to your inquiries. We will professionally represent your case before the United States Patent and Trademark Office. Integrity IP does not, will not, and cannot, represent matters of law before the courts of California or any other state. Unless you and Integrity IP make a different agreement in writing, this AGREEMENT will govern all services we may perform for you.

3. **CLIENT'S DUTIES.** You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this AGREEMENT, to pay amounts defined herein in a timely manner and to keep us advised of your addresses, telephone numbers and any contact information necessary to remain in contact with you.

4. **MINIMUM FEE/DEPOSIT.** The *Expert Party* agrees to pay an initial retainer of \$2000. That deposit shall be held in escrow and applied as fees for legal services as earned by Integrity IP. After satisfaction of any debit notes outstanding at the conclusion of our representation, we will refund to you any unused portion of these funds.

5. **LEGAL FEES AND PAYMENT SCHEDULE.** Parties agree to pay in accordance with details as set forth here:

- a) *Expert party* agrees to pay \$2,000 (initial retainer) at the commencement and execution of this agreement;
- b) *Inventor party* agrees to pay concurrent with filing a US patent application \$2,000;
- c) *Expert party* agrees to pay concurrent with filing of a US patent application – all filing fees due in connection with this application at the USPTO;
- d) *Inventor Party and Expert Party* together agree to pay together a sum total final payment of \$2,000 within 30 days from commencement of sales anywhere in the United States; and
- e) Either the Inventor or the Expert will be designated the "*Initiator*" of this relationship and will be entitled a \$300 discount from portions due by them. This one time discount only applies to Inventors and Experts not having a previous relationship with Integrity IP. The Initiator is specified at the bottom of this agreement.

7. **BILLING STATEMENTS.** Upon filing of a US patent application, we will provide a final billing statement. The Billing Statement will reflect details as set forth here and

serve as a final statement. All patent prosecution services which occur after initial filing will necessarily be contracted for under separate agreement at your option and do not fall under this agreement.

8. LIEN. You hereby grant us a lien on any and all claims or other properties that are the subject of our representation under this AGREEMENT. This lien will be for any sums owing at the conclusion this agreement. The lien will attach to any license or royalty you may obtain, whether by arbitration award, judgment, settlement or otherwise.

9. DISCHARGE AND WITHDRAWAL. You may discharge us at any time. We may withdraw with your consent or for good cause. Good cause includes your breach of this AGREEMENT, your refusal to cooperate with us or to follow our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical.

When our services conclude, all unpaid charges will immediately become due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any funds or property of yours in our possession.

10. DISCLAIMER OF GUARANTEE. Nothing in this AGREEMENT and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter. We cannot make such promises or guarantees. Our comments about the outcome of your case matter are expressions of opinion only.

11. EFFECTIVE DATE. This AGREEMENT will take effect when you have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date we first performed services.

for Integrity Intellectual Property

By: _____
Joseph Page

Date: _____

I have read and understand the foregoing terms and hereby agree to them.

****Client Name****
Representative Inventor
(for all inventors collectively)

By: _____
****Print Name****

Date: _____

****Expert Name****
for Company Name

By: _____
****Print Name****

Date: _____

The Initiator of this relationship is: *the Inventor : the Expert*
(circle either)