

## Terms of Service

A patentability search reveals the general landscape in the art of technology of your invention. It is a reasonably priced search that will reveal the general background in the technology, but by no means is it intended to be an exhaustive search. It provides a basis upon which you can make a better decision as to whether it is more or less likely you would be granted patent protection for your invention. This is not intended to determine if your invention infringes the rights of other patents – such research and analysis is performed in a patent clearance or patent clearance opinion. Please contact our office if you require this type of search and we will provide an estimate.

The scope of work will include a patentability search as described above, with or without an opinion (as ordered by the client), and is estimated to take from 2 to 8 hours to perform. Additional work may be performed on a fixed fee or hourly rate basis. We will provide a quote and reach an agreement with you before performing work in addition to the patentability search. The schedule of hourly rates is: \$200-\$250 per hour for an attorney doing patent, trademark, copyright and intellectual property related work, \$150-\$200 for Patent Agents, and \$65.00 for paralegals. Of course, the decision regarding which individual will work on your case, or any aspect of the case, rests solely with us. In most cases, additional retainers will be required toward each new project as you authorize our office to proceed. This figure guarantees you the exclusive representation of this office, and is in consideration of our firm committing its resources to handling this matter for you.

Our practice is to retain electronic copies of all files for long-term storage. Should you desire to retain your hard-copy file for any reason, you may do so if within sixty (60) days of the completion or resolution of this matter, you agree to pick up your file at our office. In the event you do not pick up your file it may be destroyed without further notice to you.

Please be advised that the Tracy P. Jong Trust Account is a non-interest bearing account. No interest will be paid on funds in this account.

Please also understand that we may terminate the relationship for any grounds allowed by law, including but not limited to the following: your failure to abide by this agreement; your failure to cooperate in the services indicated; your failure to provide timely, truthful and accurate information; or your failure to make timely payment for services rendered in accordance with the billing terms set forth in invoices submitted to you. Your rights and responsibilities as a client of Law Offices of Tracy P. Jong are summarized in the attached “Client Rights & Responsibilities” document.

You have the right in your sole discretion to terminate our representation of you prior to the conclusion of the case. Any unpaid charges for legal services will be due upon our discharge. Should TRACY P. JONG, ESQ., withdraw as your counsel or you discharge TRACY P. JONG, ESQ. as your attorney, you will pay all costs of copying the entire file, all attorneys’ fees due and all disbursements and costs due before the file is released.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

A copy of this agreement may be downloaded for your files. I hope that my firm can be of service to you in your intellectual property matters. We look forward to serving you.