

# SPECTRUM

## INTELLECTUAL PROPERTY SERVICES

2886 Twelve Mile Road, #725285

Berkley, MI 48072

248-491-3184

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### **RETAINER AGREEMENT AND ENGAGEMENT LETTER FOR INITIAL CONSULTATION**

The purpose of this letter is to confirm that Spectrum Intellectual Property Services will represent you, and/or your organization, in relation to the matter described below.

This letter shall constitute an engagement agreement and client retention agreement, and is entered into by and between Spectrum Intellectual Property Services ("Spectrum IP") and yourself, on behalf of you and/or your affiliated companies ("Client").

Please review the terms of our engagement carefully, and do not hesitate to ask questions or for clarification.

To execute this agreement, please sign this letter in the space provided to confirm your acceptance.

Also please remit a check made payable to "Spectrum Intellectual Property Services, PLLC". The check may be delivered in person or may be mailed to the following address:

Spectrum Intellectual Property Services  
2886 Twelve Mile Road, #725285  
Berkley, MI 48072

Alternatively, payment can be made via credit card at  
<https://secure.lawpay.com/pages/spintprs/trust>.

Spectrum IP and Client agree to the following:

1. **Scope of Engagement.** With this agreement, Client will retain the services of Spectrum IP, and Spectrum IP accepts this engagement to represent Client in the following matter(s):

A meeting and consultation regarding client's invention.

This meeting will include receipt by Spectrum IP of information relating to the invention, and consultation regarding patentability and strategy issues.

This Agreement applies to the above matter(s) only, not to other cases or legal matters. Client understands that litigation and bringing or defending appeals are not covered by this Agreement, regardless of when the need for such actions may arise.

Where a request for additional services is made, Client agrees to execute a separate written engagement agreement.

2. **Fees.** Client agrees to compensate Spectrum IP via:

A flat fee, paid up front in the amount of **\$125.**

3. **Fee Adjustment.** Note that in rare circumstances, the amount of a fee, such as a government filing fee, may increase for unavoidable reasons during the period of engagement. This may happen in the event of, for example, a late filing, or if the federal government increases the required filing fee. If such occurs, Spectrum IP agrees to inform Client and to maintain transparency about the amount of increase and reason therefor.
4. **Expectations.** Spectrum IP can make no guarantee promising the outcome of any matter; however, Spectrum IP promises to work expeditiously, efficiently, and diligently on all matters relating to the above scope of engagement.
5. **Communication.** Client agrees to keep Spectrum IP informed in a timely manner with complete factual information, documents, material facts, and other information relevant to our representation.
6. **Confidentiality.** Spectrum IP agrees to hold all communications and information provided to it by Client in total confidence, except as authorized as directed by Client.
7. **Communication security.** Client hereby consents to Spectrum IP communicating via the e-mail address and phone number that Client has provided to Spectrum IP, and/or the e-mail address from which Client has corresponded with Spectrum IP, including communication relating to confidential matters.

Client acknowledges the risks of communicating through the use of non-secure methods of communication such as e-mail or telephone. Client understands that there is a risk that correspondence can be intercepted (including by Client's

competitors, Client's agents, and/or Client's customers), inadvertently misdirected, or disseminated and read by others.

On occasion, Spectrum IP may communicate with Client using specialized methods which are intended to provide more security. In these cases, Client acknowledges that no communication method can be perfectly secure, and assumes these risks as well.

8. **Staffing.** Client understands that from time to time, Spectrum IP may utilize attorneys, patent agents, and/or paraprofessionals when it is appropriate in order to provide Client the most cost-effective representation possible.
9. **No Costs Advanced.** Client understands that it is Spectrum IP's policy not to advance any costs. Client, by signing below, understands and agrees that no work can be begun nor can any papers be filed with government agencies, such as the U.S. Patent and Trademark Office, until appropriate funds are deposited with Spectrum IP. If there are emergencies and Spectrum IP advances any costs, Client shall reimburse Spectrum IP immediately upon Spectrum IP's request.
10. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
11. **Severability.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of the Agreement will remain in effect.
12. **Modification.** This Agreement may be modified only through subsequent agreement by an instrument in writing signed by both parties.
13. **Termination of Representation.** Client or Spectrum IP may end this agreement with or without cause, in writing to the other party. Spectrum IP has the right to withdraw from representation if any of the following occur:
  - a. Client wants to do or suggests a criminal or illegal act; or
  - b. Spectrum IP discovers that Client has used Spectrum IP's services to do an illegal act; or
  - c. Client insists that Spectrum IP do something that is unethical or is unwise; or
  - d. Client fails to provide information material to the representation in a timely manner; or
  - e. Client is uncommunicative despite Spectrum IP's efforts to contact Client; or
  - f. Client and Spectrum IP do not get along to the point that they mistrust each other; or
  - g. Client contacts an adverse party where adverse party has retained representation, or
  - h. if Client's bill goes unpaid for a period over thirty (30) days beyond the due date.

If permission from the court, or from a government agency or department, is required for withdrawal and Client refuses to sign the Withdrawal when asked, within ten (10) days, Spectrum IP has the right to file the necessary paperwork.

In case of withdrawal or termination, Client agrees to pay for all legal services performed before the termination of representation in accordance with the provision of this agreement. After representation ends, Spectrum IP does not have an obligation to continue to advise Client on changes in laws or regulations that might affect Client's future rights and liabilities.

14. **Professionalism.** The formality of this Agreement is indicative of the importance of the professional relationship into which Client and Spectrum IP are entering.

Finally, client affirms that they understand they have the right to talk to another attorney before signing this Agreement. By signing below, Client affirms that Client has read, understands, and agrees to this contract.

Client contact information:

\_\_\_\_\_  Home     Work     Mobile  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Mailing Address (optional)

\_\_\_\_\_  
Client name (please print)

\_\_\_\_\_  
Client signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's Title and Organization (if applicable)

\_\_\_\_\_  
Agent or Attorney, on behalf of Spectrum Intellectual Property Services

\_\_\_\_\_  
Agent or Attorney signature

\_\_\_\_\_  
Date

Thank you very much.  
We look forward to working with you!