

MCKINNEY & ASSOCIATES, LLC

J. ANDREW MCKINNEY, JR.
REGISTERED PATENT ATTY.
ADMITTED IN MD

E-MAIL:
MAIL@JANDREWCKINNEY.COM

ATTORNEY AT LAW
A LIMITED LIABILITY COMPANY
8370 VETERANS HIGHWAY,
SUITE 201
MILLERSVILLE, MD 21108
TEL: (410) 518-6040
FAX: (410) 518-6050
www.jandrewmckinney.com

P.O. BOX 1290
MILLERSVILLE, MD 21108



Re: Terms of Engagement for Representation

Dear Mr./Mrs. _____:

Thank you very much for your interest in retaining my services and those of my law firm to represent you. We look forward to working with you on your Intellectual Property matters. This letter is intended to clarify the terms of the proposed engagement.

You seek to retain me and the firm of MCKINNEY & ASSOCIATES, LLC to represent you in Intellectual Property matters. I and my firm will be pleased to provide the services you desire. My firm charges hourly rates for legal work. I will be responsible for performing our firm's work for you. At present, my regular billing rate is \$360/hour. I engage associates to assist me from time to time and their hourly rates vary, but are less than mine. The firm bills its clients on a monthly basis.

Out-of-pocket expenses are reimbursed at cost, (*e.g.* duplicating, printing, mileage, long distance telephone, and filing fees). The firm requires a **\$3000** advance retainer which is payable by check or credit card. Our bills are due and payable upon receipt. At all times I will endeavor to do my best to keep your expenses to a minimum, while providing the exceptional legal services to which our firm is committed.

You will be responsible to us for payment of all legal fees incurred in relation to the work you authorize. As noted above, our fees will typically be calculated on an hourly basis. A number of factors affect the amount of time we must work on your matters, such as the number of parties and the nature of opposing counsel and the opposing party. Also novel, difficult or unusual issues of law may require extensive research and can significantly increase the amount of fees; and the number, amount and length of telephone calls, as the firm bills for the time it spends on all aspects of your work, including speaking with you and your other professionals.

We cannot provide effective representation or legal counsel for you unless we receive timely, actionable instructions in writing (e.g., via email), which necessarily include an unequivocal agreement to pay for the work authorized. More plainly, we must be able to rely on you for timely instructions and timely payment. Unless we receive timely instructions and timely payment (when needed) we cannot ensure that your rights are preserved. In rare cases, anti-spam software processing our incoming messages may eliminate legitimate email from clients unnoticed. Therefore, if your email contains important instructions, please make sure that we acknowledge receipt of those instructions.

We will zealously work to obtain, maintain and help you exploit your intellectual property rights and we have much experience is successfully obtaining patents, trademark registrations and copyright registrations, but we cannot guarantee that you will obtain a patent on your invention, registration on your trademark or copyright registration on your creative work. When you engage us, you pay for our work to perfect, maintain or exploit your rights, whether or not you obtain your patent, trademark registration or copyright registration.

We will provide you project-specific Invoices which typically accompany reporting letters on specific tasks and those Invoices will be summarized in a monthly itemized Statement for our services, as well as costs incurred or advanced during the preceding month. If Statements are not paid in a timely fashion (e.g., within 60 days of transmission), unless otherwise agreed within thirty days, we reserve the right to add interest at 1% per month, compounded monthly.

You have the absolute right to terminate this relationship at any time. We reserve the right to withdraw from this representation in the event that you either fail to honor this agreement, fail to take our advice, fail to cooperate in our representation of you, or for any other reason permitted or required under the Rules and Laws of the State of Maryland or the Maryland or U.S. Patent Office Rules of Professional Conduct. In the event that we seek to withdraw, we shall do so in accordance with the Rules and, at a minimum, notify you of our intention to do so in writing.

This engagement letter is time sensitive, partly because we have to do a conflicts check. If, for example, we do not receive your agreement, etc, in advance of a selected date (**e.g., by _____**), then I cannot guarantee that we'll be able to represent you.

If these terms are acceptable, please sign to indicate your agreement (in the space provided below) and return a copy of this letter to us. Please note that we are available to assist you now, but if this engagement letter is not signed and returned with the retainer in a timely manner, there is no guarantee that we will remain available indefinitely and it may become necessary for us to re-evaluate potential conflicts and other considerations before agreeing to represent you at some future date.

Circular 230 Disclosure: As you know, we are Intellectual Property and Patent attorneys, so, as a rule, we do not give tax advice. However, in the event that anything in any communication from our Firm has tax implications for anyone reading this, we note that, pursuant to U.S. Treasury Department Regulations, we are required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including attachments and enclosures, is not intended or written to be used, and may not be used, for the purpose of either (i) avoiding tax-related penalties under the U.S. Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

Upon receipt of your signed engagement letter and retainer, we will provide you with a more detailed recommendation on how to proceed.

We very much look forward to working with you.

Very Truly Yours,
MCKINNEY & ASSOCIATES, LLC

By: _____
J. Andrew McKinney, Jr.

Client's Signature of Acceptance

Date: _____, 2016