

## Non-Disclosure/Services Agreement

It is understood and agreed to that the below identified discloser (“Discloser”) of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

1. The Confidential Information to be disclosed can be described as and includes:

Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and /or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

2. The Recipient agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so bylaw, and to use such confidential information solely to prepare a patent application on behalf of Discloser.

3. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

4. If other provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

5. The following Terms of Service are attached hereto, incorporated herein and form a part hereof.

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

Name: Patent 360 / Barry Choobin, Juris Doctor, Patent Agent, with Reg # 60128 Licensed to practice before USPTO

Signature: *Barry Choobin*

Discloser of Confidential Information:

Name:

Signature:

Date:

## Terms of Service

Thank you for choosing to retain the services of the Patent Practitioner Barry Choobin and Patent 360 (The firm) to represent you at the U.S. Patent and Trademark Office and to provide Intellectual Property related services. Barry Choobin has a license to practice and is in good standing with the U.S. Patent & Trademark Office.

In lieu of a signed paper version of this engagement agreement, an electronic version is presented here which you will be agreeing to.

### **Keeping Client Informed**

You as the Client will be kept informed of the status of your patent application(s) as they progress at the U.S. Patent and Trademark Office (USPTO).

### **Your Obligation**

The life of a Utility Patent is currently 20 years. While we make every effort to stay in touch, you as the client must keep the firm informed of your contact information. Please update us via email concerning all changes to your address, email, phone number, and so forth, as applicable.

### **Duty of Candor**

There is a duty on the part of those involved with the invention (including inventors, attorneys, etc.) to disclose all information which is material to the prosecution of your patent application. Thus, if you or anyone at your company (if applicable) is aware of material information which may affect the examination of the patent application for your technology or invention, including any public disclosure by you or another before your filing date, it must be forwarded to the firm and provided to the USPTO. This is an ongoing duty until issuance of the patent application. Failure to provide such information may render a resulting patent invalid or unenforceable. See 37 CFR 1.56 for more information.

### **What to Expect at the USPTO after filing a non-provisional application?**

A Patent Examiner at the USPTO will be assigned to handle your respective applications. He or she works under a supervisor. We will do our best to communicate with the USPTO to get your patent issued, but there are no guarantees, as the process can be subjective.

Prosecution proceeds with at least the following major steps:

1. Office Actions, Interviews, and Responses communicating back and forth with the Patent Office.
2. Issuance verifying that all information is correct and printing the patent.
3. Maintenance Fees payment fees at years 4, 8, and 12 of the patents.

**Note: The firm does not keep track of the Maintenance fee payments. It is your responsibility to make sure that the Maintenance fee is paid on time for your patent after the Patent issued by the USPTO.**

Other requirements may also arise, such as continuations, appeals, and foreign filing. These issues will be explained in due course and as necessary.

### Hiring Third Parties

While prosecuting a patent application, the services of other professionals may be needed, such as, a patent illustrator, a search agency, a foreign associate, and so forth. Such parties will be hired as necessary and confirmed with you.

### Fees and Accounting

Funds are placed in the trust account and after earned will be transferred into firm's operation account unless otherwise specified.

Based on client's instructions and payment, services include conducting a search, drafting, filing an application, responding to an Office Action, filing an assignment or information disclosure document, receiving communications from the USPTO, delivering Patent Certificate of an issued application.

List of the services provided at a flat rate which you can chose from:

Filing a Provisional Patent Application \$179.00

Patent Search Report \$299

Drafting a full utility patent application \$3500

Drafting a full Design patent application \$845

Responses to the Office action (Utility Applications) depending on the complexity between \$1800 to \$2000

The above fees do not include Statutory filing fees.

The Statutory filing fees are separate and depending on the Micro Entity status or Small Entity status of an applicant the fee is calculated according to the USPTO website below:

<https://www.uspto.gov/learning-and-resources/fees-and-payment/uspto-fee-schedule>

### Withdrawal

At any time, you as the client may choose to terminate the services of the firm by filing a revocation or new power of attorney with the USPTO (if applicable) and notifying the firm in writing.

Confidentiality

The firm agrees to preserve your confidentiality as our client in accordance with U.S. Patent and Trademark Office rules as set out in the Code of Federal Regulations sections 37 CFR 10.56, 37 CFR 10.57 and CFR 1.56 and the terms of the Nondisclosure Agreement to which these Terms of Service are attached.

Thank you for your business and placing your trust in us. You can expect honest and reliable work in return!

Barry Choobin

Juris Doctor, Patent Agent, with Reg # 60128 Licensed to practice before USPTO

Signature: *Barry Choobin*

CLIENT:

Name:

Signature:

Date: