

PATENT SEARCH ENGAGEMENT LETTER

Date: 01/14/2021

Client: Vinyasi Vinyasi

1. **OVERVIEW:** You desire a patent search to be performed and an associated patent search report to be prepared, and now retain the services of Thoughts to Paper ("Firm", "Us", "We").

2. **FIXED FEES:** We agree to a fixed fee structure for the scope of work listed in Section 3. Any work outside of the scope of work will be billed additionally.

Amount	Fee Name	Fee Type
\$295	Scope of Work Detailed in Section 3	Service Fee

3. **FIXED FEE SCOPE OF WORK:** Work that is covered by the fixed fee includes:

- CONSULTATION:** Up to *20 minutes* of patent practitioner consultation with you, by email only. Additional time will be billed. Consultation by phone or in person will be billed by time.
- PATENT SEARCH & REPORT:** Performing a patent search to discover similar inventions and preparing a patent search report on discovered similar inventions. Work may be performed by a combination of firm patent attorneys, patent agents, patent engineers, as well as outside professionals as appropriate.

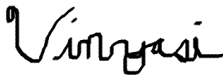
4. **ADDITIONAL WORK BILLED BY TIME:** Any time spent on work additional to the scope of work as set in Section 3 above will be billed by time, at an hourly rate of \$250 per hour, billed in increments of one tenth (1/10) of an hour. This includes answering questions by phone, email, or in person, drafting documents, research, and any time spent on matters relating to you not included in the fixed fee scope of work. Outstanding balances are due upon your receipt of our invoice. We may cease performing services until outstanding balances are cleared.

5. **NO GUARANTEE OF FINDING ALL SIMILAR INVENTIONS OR FUTURE PATENT APPROVAL:** You understand and accept that there is absolutely no guarantee that we will find all similar inventions (prior art), or that we will find all prior art that may be used by a patent examiner to potentially reject your patent application should you decide to file a patent application in the future. Whether a prior art is considered similar enough to your invention is a subjective determination which will vary from individual to individual. Therefore, it is possible that we may find prior art that a patent examiner will not use in a patent application rejection or conversely, a patent examiner may use a prior art in a patent application rejection that we do not find. Patent searching is not an exact science and it is common for prior art to not be found. Further, recently filed patent applications not published cannot be found in a patent search. A patent search should not be relied upon as a definitive conclusion as to whether your invention can or cannot obtain a patent. Instead, a patent search should be used as a general assessment of the patentability of your invention, as well as for use in improving your invention over existing inventions to increase your overall patentability. Any patentability opinion that is provided in the search report is a professional opinion only and comes with absolutely no guarantee of the outcome of a patent application. You agree to hold us harmless for any actions or inactions you may take while relying on the search report we provide. Should a patent application be rejected, there is no refund of any fees paid, including this patent search fee. You agree not to seek

losses from us for any costs you may have incurred through reliance of our patent search.

6. **NOT AN INFRINGEMENT OPINION OR FREEDOM TO OPERATE OPINION:** A patent search report gives a general assessment as to the likelihood an invention can obtain a patent. It does not give an opinion as to you have the freedom to sell your invention without infringing upon another's patent. It is possible for your invention to be patentable and obtain a patent, and yet you cannot make the invention without licensing parts of the invention from another patent holder. A patent search discusses patentability only, the likelihood you can obtain a patent.
7. **MANDATORY DISCLOSURE OF SIMILAR INVENTIONS TO THE US PATENT OFFICE:** Patent law states that you must disclose to the US Patent Office all relevant prior art which you are aware of at the time you file for a patent application and while your patent application is pending. Upon completion of the patent search, you will become aware of relevant prior art which is required to be disclosed to the US Patent Office in an Information Disclosure Statement if and when you apply for a non-provisional patent application in the future.
8. **TERMINATION:** Either of us may terminate the engagement at any time. If you terminate before we start work, you will receive a full refund. If you terminate after we start work, you will receive no refund of fees. If we determine we cannot or should not represent you, you will be refunded in full.
9. **FORUM SELECTION:** This Agreement is made under and shall be construed according to the laws of the State of Maryland, U.S.A. All disputes shall be settled in a court of competent jurisdiction in the State of Maryland, U.S.A.
10. **ASSIGNMENT:** This engagement and the scope of work may be assigned to another patent practitioner affiliated with our firm.

Client:



By: Vinyasi

Title: Inventor

Company: Self

Provider:



Shuo C. Chou
Registered Patent Attorney
Sinorica LLC dba Thoughts to Paper
20251 Century Blvd Ste 140
Germantown, MD 20874