

Patent Attorney's Office LION & LION
Dariusz Mielcarski
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Date: _____

SERVICE AGREEMENT

1. PARTIES

This Service Agreement is entered into between PARTIES:

Dariusz Mielcarski, Patent and Trademark Practitioner registered with the Polish Patent Office (UPRP), Agent #3326, and registered with the Office of Harmonization of the Internal Market (OHIM), Agent #58355, providing IP services under the name “**Kancelaria Patentowa LION & LION Dariusz Mielcarski**” herein further called PATENT AGENT with the mailing address captioned above,

and

Client Name: _____

Client Address: _____

Client Phone Number(s): _____
Work Cell

Client E-mail address: _____

*If more clients, attach LIST OF CLIENTS herein collectively called CLIENT.
(circle: ATTACHED NOT ATTACHED)*

2. SUBJECT OF AGREEMENT

PATENT AGENT is to *(check which applicable)*

- validate European Patent # in Poland (UPRP)
- draft a patent application to be filed in the Polish Patent Office (UPRP)
- register an European Trademark (Community Trademark, CTM) in the Office of Harmonization of the Internal Market (OHIM - Europe)
- register an European Design (Community Design, CD) in the Office of Harmonization of the Internal Market (OHIM - Europe)

□

for the CLIENT's invention/trademark/design*, and to fill out all forms necessary to file the validation/patent application/trademark/design* in the UPRP/OHIM*.

CLIENT is to timely present an overall explanation, drawings, and documents necessary to draft/file said validation/patent application/trademark/design*, and timely pay all necessary fees as set forth below.

3. PERSONAL RESPONSIBILITIES OF PARTIES

PATENT AGENT shall have the primary responsibility for seeing that CLIENT's consulting needs for the above specified subject are met, as well as for filing the required documents in the appropriate Patent Office (UPRP/OHIM), though cannot guarantee the issuance of patent for given invention, since only the appropriate Patent Office makes this decision.

CLIENT shall have the primary responsibility for timely disclosing all known information regarding similar prior inventions, patents, printed publications, the prior use, sale, public knowledge of his (her, their) invention, producing all necessary documents, drawings, explaining all aspects of his (her, their) invention/trademark/design* subject to this Agreement.

4. FEES

CLIENT and PATENT AGENT agree for a fee of _____ for the above specified services to be paid to PATENT AGENT by CLIENT.

The fee for the above specified services constitute the **agreed Fee**. When the application is ready to be filed in the UPRP/OHIM, CLIENT must pay the current official filing fees. CLIENT also pays for the postage and other additional expenses for the application preparation, unless agreed otherwise.

5. TIMING

The projected *Start Date*: _____ when all necessary documentation is provided and the fee as specified below is paid

Completion Date: _____.

6. BILLING AND PAYMENTS ORDER

Before proceeding with the CLIENT's work, PATENT AGENT requires a Deposit of a retainer equal to ____ % of the agreed Fee set forth above made by an electronic money transfer to the account: Iban: PL44 1140 2004 0000 3602 3256 0560, Big/Swift: BREXPLPWMBK (the bank transfer fee is to be paid by CLIENT). The necessary official filing fee and other charges, if applicable, will be due when the patent application/trademark/design* is ready for filing.

7. COMMITMENT

PATENT AGENT will make every effort to deliver value in his services. CLIENT is encouraged to discuss any questions regarding PATENT AGENT's work. By signing this Service Agreement,

PARTIES agree that any disputes between them over the amounts of any fees paid will be settled in a lawful order.

8. TERMINATION

PARTIES have the right to terminate this Agreement mutually or unilaterally by providing notice of such termination intention by mailing a certified letter to the last known address of PARTIES. If the Agreement is terminated, the amount of refund, if applicable, will be calculated according to the percentage of the completed services.

9. UNENFORCEABLE PROVISIONS

If any provision of this Agreement shall be held by a Court of competent jurisdiction to be void or unenforceable, the balance hereof shall nevertheless be carried into effect.

10. ENTIRE AGREEMENT

This Service Agreement sets forth the entire agreement between the PARTIES with respect to the matters set forth herein. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories thereto. No oral agreements or representations have been made or relied upon by either party or any agent or employee of either party, and neither party nor any agent or employee of either party is entitled to alter any provisions of this Agreement by any oral representations or agreements to be made subsequent to the execution of this Agreement.

This Agreement is written in duplicate: one for each party.

11. AGREEMENT AND ACCEPTANCE

PARTIES agree to the above terms and conditions.

By:

Client, Date

PATENT AGENT, Date