

Patent Intake + Information Package

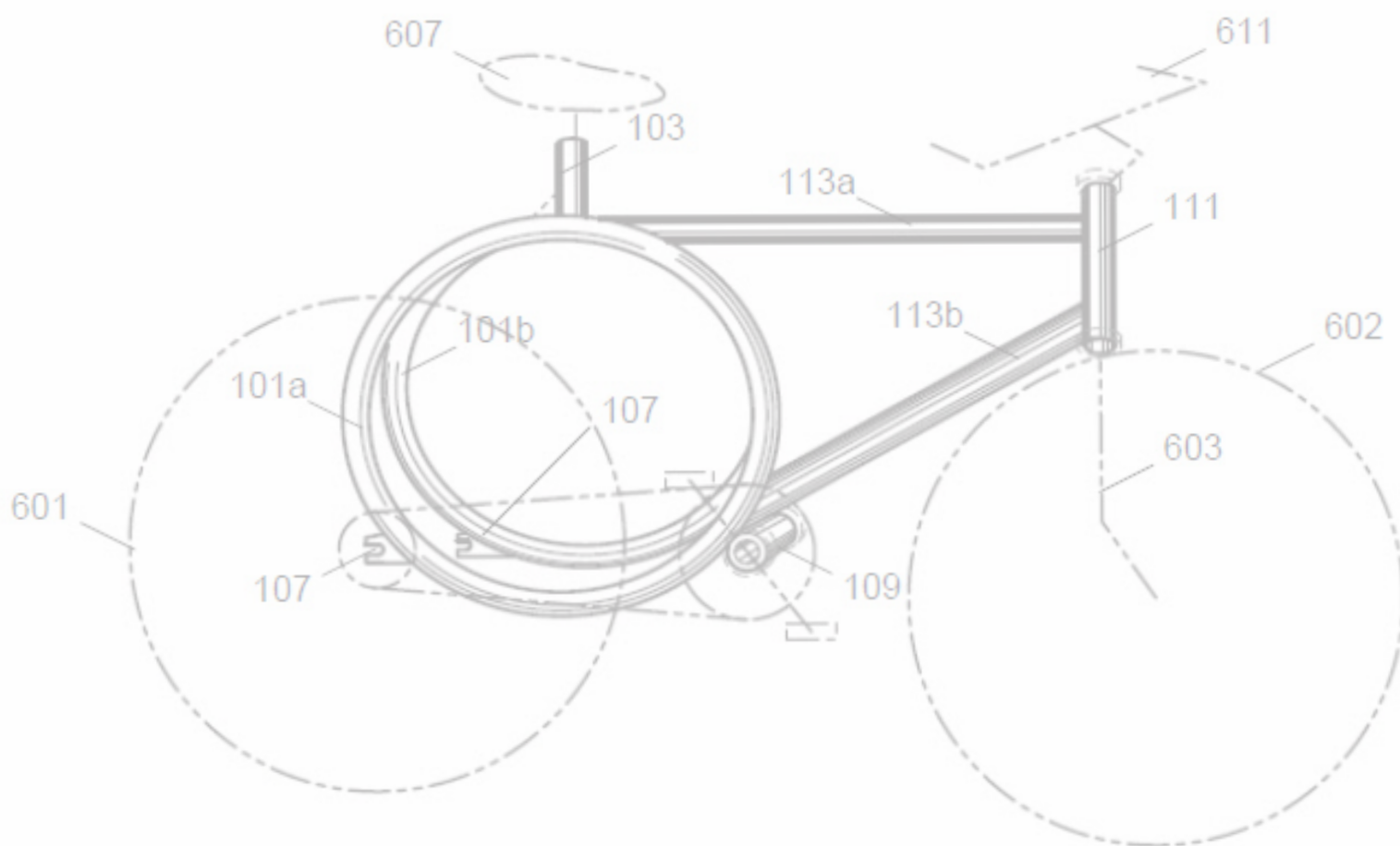


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Welcome to PCK

So you're thinking about intellectual property protection? Great!

Perry + Currier is a top tier, business-friendly intellectual property agency with happy clients, big and small, from many different industry sectors. We're delighted to have the opportunity to assist you.

Getting Started

To get rolling, here are a few simple steps you can take:

- 01 Select a package from the menu on the next page and check one or more options in the table below. (Don't know which one to pick? Select our Free package for now and you can decide later if you want to upgrade.)
- 02 If your total is greater than zero, please complete the attached payment form for the package(s) you have selected.
- 03 Complete and review the attached engagement letter and sign.
 - » If you are an individual (not a corporation), send a photocopy of your government issued ID.
 - » Complete and sign the attached Power of Attorney form.

- 04 Send everything to our intake department in any of the ways listed below:

- » Scanned documents via email to intakes@pckip.com
- » Fax documents to the attention of "Intakes" at 416-920-1350
- » Deliver to the attention of "Intakes" at 1300 Yonge Street, Suite 500, Toronto, Ontario, M4T 1X3 Canada

That's it!

Within 24 hours we will be in touch with you to set up an initial consultation and get your IP filing going!

Questions or concerns? No problem, just call our intake group at 416-920-8170, x136.

Use this table to calculate application fees:

Package	Fees	Sub Total
<input type="checkbox"/> Super Lean Patent Application	Free!	
<input type="checkbox"/> Lean Patent Application	\$995 plus taxes	
<input type="checkbox"/> Lean Plus Patent Application (specify budget)	\$2,000–\$8,000	
<input type="checkbox"/> Bespoke Patent Application	\$10,000	
<input type="checkbox"/> Bespoke Plus Patent Application	\$15,000	
<input type="checkbox"/> Bespoke Tradition Patent Application	Hourly Rate	
<input type="checkbox"/> Patentability Search (keyword search at USPTO and report of search results without analysis)	\$2,000	
<input type="checkbox"/> Other (Please contact PCK)	\$	

Bespoke Tradition: Billing is based on traditional hourly rate model. Exceptional flexibility in terms of preparing work product specifically tailored to unique client circumstances. Unlimited access to the team of PCK professionals of your choice. Greatest flexibility in terms of world wide filing strategies. Allows for free flowing ideas back and forth between client and PCK. Best for highly complex and/or extremely high value inventions.

Lean	Lean Plus	Bespoke Design	Bespoke Utility	Bespoke Plus
\$995 US Provisional Review	\$2,000–8,000 US Provisional Draft	\$2,500 US Design Patent Application	\$10,000 US Utility Patent Application	\$15,000 Worldwide Utility Patent Application

Client provides draft material “ready for filing”	Up to two hours reviewing, commenting on draft	Client sets budget. Time spent by PCK up to cap commenting, rewriting	N/A	NA	NA
PCK meets with client to complete invention disclosure	NA	NA	✓	✓	✓
Drafting claims or application	NA	Based on budget cap.	✓	Full draft of patent application	Full draft of patent application
Filing fees included	For US Patent Office, and all other normal disbursements	For US Patent Office, and all other normal disbursements	For US Patent Office	For US Patent Office	For World Intellectual Property Organization
Protection	1 year worldwide if there has been no prior public disclosure	1 year worldwide if there has been no prior public disclosure	6 months worldwide protection. Upon acceptance by USPTO, a total 15 years US protection if there has been no prior public disclosure	1 year worldwide protection. Upon acceptance by USPTO, a total 20 years US protection if there has been no prior public disclosure	30 months worldwide protection if there has been no prior public disclosure
Tracking application in PCK database	✓	✓	✓	✓	✓
Options	NA	NA	Bonus: Fee is only \$1000 when filing with a Bespoke Utility application at the same time; For mechanical inventions	Basic patent search included. Add \$1-2K for Financial Technology invention. Bonus: For mechanical inventions, price includes a Design patent filing at \$1000	NA

All package contents and pricing subject to change without notice. These packages do not constitute professional advice or a contract for services. Packages are for filing only and do not include costs of seeing application to issuance, and there is no guarantee an application will actually issue. Packages and pricing can be varied to other than that shown in order to tailor a particular set of services to client needs. Discounts for volume may apply. Unless indicated, all packages exclude clearance searches. Note that clearance searches may miss relevant references. Unless specifically stated, all amounts exclusive of applicable disbursements and/or taxes. Packages excludes any necessary draftsman charges for preparing figures suitable for filing in various patent offices. Commencement of work depends on completion of conflict checks and engagement letter and may require retainer to be held in trust until work is complete. For Lean and Lean Plus filings, client is actively involved with the actual drafting of the application and assumes full responsibility for quality and sufficiency level of filed application. For Bespoke and Bespoke Plus, the client and the firm will work together on sufficiency of the application. Caution: it is important to file a patent application before first non-confidential public disclosure. “Lean Plus”, “Bespoke”, “Bespoke Plus”, and “Bespoke Tradition” are trademarks of Perry + Currier Inc. © Perry + Currier Inc. 2016, all rights reserved

Your Own “Lean” Patent Application

US Provisional Patent Application Package

To confirm with you your clear understanding, we repeat that under the “Lean” Patent Application package, our qualified patent agents provide only advice and coaching to assist you with drafting your own provisional patent application. This package is best suited to clients that are confident with drafting a full written description of his or her invention. If this arrangement does not suit you, we urge you to select the Lean Plus package or a Bespoke package to retain a qualified patent agent to fully prepare your application. Even “simple” errors and/or omissions from your application can result in partial, or total loss of your patent rights everywhere. By proceeding with this process, you are acknowledging the possible risks to your rights, and potential rights, and are confirming to us that you have no claim, and will not have any claim, against us on any basis for our assisting you in this matter.

However, we also understand that it may not be practical for you to retain a patent agent to prepare your provisional patent application. You understand and have decided to accept the associated risks to your rights and proceed on this basis with a self-written application.

Therefore, we agree to file your US provisional patent application, essentially on an “as-is” basis, on the basis of your full acceptance of the possible risks to your rights. You are solely responsible for the content of your application and any defects or deficiencies in the application that may ultimately hinder or prevent you from properly protecting your invention with an issued patent, should you later pursue a formal patent application based upon your provisional application.

Our \$995 fee covers:

1. Filing fees and costs at the United States Patent Office (USPTO) for filing your application, with you qualified as a “small entity”. (The definition of “small entity” can be found online, for example at <http://www.law.cornell.edu/cfr/text/37/1.27>)
2. Up to two hours of a registered patent agent’s time to review your application for grammar and/or language issues. However, despite this review, you understand and agree that you are still solely responsible if the provisional patent application turns out to be deficient in any manner.

We also confirm that, for these fees and under this process, we have not conducted, and will not conduct, a prior art search for the subject matter of your application. Prior art (evidence that your invention has been previously invented or that sufficiently similar technologies are already known and render your invention obvious), can prevent you from obtaining patent protection for your invention.

With these facts in mind, you may consider the filing guidelines below when preparing your provisional patent application. However, these are, at best, general guidelines and are not a substitute for proper professional patent drafting advice, and may not even be sufficient or suitable for describing your invention.

Engagement with PCK is not effective until you have received an acknowledgement of receipt from a PCK individual (not an automatic response or fax confirmation).

We suggest that you review some issued US patents for similar fields of technology to your invention to obtain an idea of what an issued patent comprises and how they are written. While it may be difficult for you to fully emulate the writing style and makeup of an issued patent, the closer you can approach this ideal, the more likely your application will perform its purpose.

We suggest that you review some issued US patents for similar fields of technology to your invention to obtain an idea of what an issued patent comprises and how they are written. While it may be difficult for you to fully emulate the writing style and makeup of an issued patent, the closer you can approach this ideal, the more likely your application will perform its purpose.

Tips for Electrical and/or Software Inventions

1. Prepare at least two figures (drawings):

- a. While the format requirements for a provisional application are quite relaxed (compared to those for formal applications) we suggest that, where possible, you try to have your Figures resemble those used in formal applications. Accordingly, your Figures should be black and white line (schematic) drawings and colour, grey scale and/or shading should be avoided, if possible. We suggest that you review some issued patents at the US Patent Office to obtain an idea of accepted Figure styles and types.
- b. At least one Figure should be a system diagram that is comprised of hardware only. Label each element in the Figure with a unique reference number.
- c. At least one Figure should be a flowchart depicting the method(s) or process(es) that operate on the hardware. Provide a unique reference number for each block in the flowchart.

2. Target 2–5 pages of text (there is no limit).

- a. Do a 1–3 paragraph description of each element in the hardware, making reference to the figure number that has the element.
- b. Do a 1–3 paragraph description of each flowchart block using the unique number as an index label in the text portion.

3. Do not use overly limiting language.

- a. Use neutral voice (e.g. no ‘fantastic’, ‘must’, ‘shall’, ‘maximum’ or ‘minimum’. This type of terminology can limit your protection).

- b. Use generic and/or functional descriptions/terms where the device and/or function being described are generic and not directly related to your invention. (E.g. say “a server” rather than “a blue BRAND X model 123 rack mount server” or say “mobile computing device” rather than “Smartphone”). Using too specific a description can result in your scope of protection being reduced.
- c. Where you do refer to specific devices or functions, consider if alternatives exist and, if so, mention them. (e.g. “while the html server is described above as a server running the Linux operating system and an Apache Web server, we also realize that other hardware devices, operating systems and web servers can be employed if desired. For example, web servers available from Big Company can be used if desired, along with a Brand X web server”).

4. Make sure that you adequately describe your invention, how it works and how it is constructed.

- a. You must describe your invention, in sufficient detail to allow someone with reasonable skills in the relevant technical field, to fully understand how your invention works.
- b. If in doubt, err on the side of caution and say too much. Failing to adequately describe your invention and its operation will prevent you from protecting your invention.

5. Generally describe variations and possible enhancements in 2 paragraphs.

6. There is no limit in the number of figures or pages of text but it can ultimately increase costs if you exceed 75 pages.

Tips for Mechanical Inventions

1. Prepare at least 7 figures with these views

- front
- back
- left
- right
- top
- bottom
- perspective

2. Provide any additional figures that illustrate the invention, such as how it works or is used or the invention in different positions or configurations (if relevant).

- While the format requirements for a provisional application are quite relaxed (compared to those for formal applications) we suggest that, where possible, you try to have your Figures resemble those used in formal applications. Accordingly, your Figures should be black and white line (schematic) drawings and colour, grey scale and/or shading should be avoided, if possible. We suggest that you review some issued patents at the US Patent Office to obtain an idea of accepted Figure styles and types.
- Label each element in the Figures. Provide a unique reference number for each element and be consistent. If a component has been labeled as "60" in one Figure, ensure that it is also labeled as "60" in each other Figure in which it appears. It is a good idea to start using reference numbers at 50 and increment each next reference number by 4 (i.e. 50, 54, 58, 62, 66, etc.). This will leave you room to go back and add a reference number, during your writing of the description, that you may have overlooked initially (i.e. you can number a component "60" even after you have already used "58" and "62").

3. Target 3–7 pages of text (there is no limit).

- Do a 1–2 paragraph description of each element in the mechanical drawings, referring to the Figure number that best shows the element and the element's associated reference number. (i.e. "Figure 3

shows cam follower 64...") Do a 1–2 page description describing how the invention works or how it is used or, preferably both.

4. Do not use overly limiting language.

- Use neutral voice (e.g. no 'fantastic', 'must', 'shall', 'maximum' or 'minimum'. This type of terminology can limit your protection)
- Use generic and/or functional descriptions/terms where the device and/or function being described are generic and not directly related to your invention. (E.g. say "resilient element" rather than "spring" as a block of rubber might work as well as a spring and both are resilient elements.). Using too specific a description can result in your scope of protection being reduced.

5. Make sure that you adequately describe your invention, how it works and how it is constructed.

- You must describe your invention, in sufficient detail to allow someone with reasonable skills in the relevant technical field, to fully understand how your invention works. If in doubt, err on the side of caution and say too much. Failing to adequately describe your invention and its operation will prevent you from protecting your invention.

6. Generally describe variations and possible enhancements in 2–4 paragraphs at the end.

7. Remember, there is no limit in the number of figures or pages of text but it can ultimately increase cost if you exceed 75 pages.

Startup Resources

1. Seed Financing

- Ontario Centres of Excellence, www.oce-ontario.org
- Get Grants.ca, Paul Vice, 416-561-6481, paul@getgrants.ca, Toronto, ON
- Real Ventures, Janet Bannister, 416-419-1222, janet@realventures.com, www.realventures.ca

2. SR & ED (Scientific Research & Experimental Development Tax Incentive Program.

- NorthBridge Consultants, Gerry Fung, 519-623-2486 x 242, 416-454-0507, gerry@northbridge-consultants.com, Cambridge, ON, www.north-bridgeconsultants.com

3. Series A or Higher.

- 4Front Capital Partners, John Travaglini, 416-792-3306, john@4frontcapitalpartners.com, Toronto, ON, www.4frontcapitalpartners.com
- Real Ventures, see above.

4. Series A or Higher with \$1M+ in ann revenue.

- Plaza Ventures, Matthew Leibowitz, 416-481-2222 x 237, mleibowitz@plazacorp.com, Toronto, ON, www.plazaventures.ca.

5. Early Stage to Angel & other VC entities.

- Concierge, NRC-IRAP, Government of Canada, Trish Barrow, 416-276-4862, trish.barrow@nrc-cnrc.gc.ca, Toronto, ON, www.concierge.portal.gc.ca/en/home

6. SME.

- Office of Small and Medium Enterprises, Manny Argiropoulos, 416-512-5201, menelo.argiropoulos@pwgsc-tpsgc.gc.ca, www.tpsgc-pwgsc.gc.ca/ontario/bpme-osme/index-eng.html

7. Business Plans.

- Canada Business Ontario, www.canadabusiness.ca/eng/

8. Foreign Markets.

- AEA Advisors, David Talon, 303-494-3321, dmt@aeaadvisors.com, Boulder, CO, www.aeadvisors.com

Business Plan Exec Summary – Enter Startup name here

1.0 Executive Summary of Business Plan

The information contained in the Business Plan is proprietary and prepared by xxxxxxxx. This document is informational in nature and does not constitute an offer to sell securities nor solicitation of an offer to buy securities. Date: xx/xx/xxx

1.1 Business Summary: XXXXXX is a \$5K company that has a product line with a x year sales history. Having secured experienced general management, and upon memorializing longstanding alliances with the leading professional surgical societies (xxxx and xxx), *the Company* is poised for 10X growth within the next x years.

1.2 Description of Business: xxxxxx is a xxxx that includes the xxxxxxxxxx training system launched by xxxxxx. in xxxx. The first customer was the xxxxxxxxxx. xxxx has an exclusive agreement with xxxx for upgrades, manufacture, and distribution that include multi-year purchasing contracts. *The Company* has a product pipeline and access to product development at xxxxxxxxxx, a company with a xxx year track record with xxxxxx.

1.3 Corporate Structure and Ownership: xxxxxx is a *Mass/Delaware/New Hampshire LLC* that is 100% owned by the xxxxxxxxxx and xxxxxxxxxx.

1.4 Capitalization, Financing and Exit Strategies: xxxxxx is capitalized by start-up operating funds whose amount is based on or secured by its proven ability to generate cash.

1) Start-Up Capitalization \$7500

- \$2250 in seed working capital *loan/license payable* from xxxxxxxxxx expenses xx/xx/xx
- \$1750 in R&D Grants from XXXXXXXX xx/xx/xx
- \$2000 in finished product inventory by Strategic Partner xxxxx xx/xx/xx
- \$1500 in working capital loan from XXXXXXXX secured with xxxxx purchasing contract xx/xx/xx

2) 20xx Liquidity Event of \$20,000 for xx% to xxx% equity + \$5K in 2 year management contracts

3) Second Liquidity Event of \$200,000 for 100% of equity target after xx/xx/xx

1.5 Financial Summary

(\$000)	Historical e.g.				Pro Forma			
	2013	2014	2015	2016	2017	2018	2019	2020
Revenue	\$5	\$2	\$3	\$5	\$5.3	\$13.4	\$45.4	\$90.6
Gross Margin %	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
SGA/R&D	\$x	\$x	\$x	\$x	\$x	\$x	\$x	\$x
Operating Profit	\$.3	\$.5	\$1.3	\$2.4	\$3.0	\$4.7	\$17.4	\$39.1

1.6 Key Trends Impacting the Success of the venture:

- Rising cost of healthcare drives lower cost solutions with proven outcomes that don't compromise quality
- Broad interest in driving faster adoption of less invasive procedures training solutions from hospitals, insurance companies, professional societies, and the federal government
- Trend away from animal testing for medical device/procedure development towards simulation
- Closer alignment of xxxxx with the xxxxxxxxxx

1.7 Business Model Key Elements:

- 1) Leverage longstanding relationship with xxxxx via development, IP, supply and distribution contracts
- 2) Develop leading edge xxxxxxxxxx for emerging technology such as xxx and xxxx
- 3) Drive consumable products through a current and growing installed base
- 4) Supply xxxxxx and training xxxxx to xxxxx and product manufacturers
- 5) Serve as high quality, low cost OEM for xxxxxxxxxx
- 6) Invest in developing new xxxxxxxx technology IP and drive through established distribution channels

1.8 Strategic Alliances:

- 1) Key customer, product development partner xxxxx provides new product concepts, xxxx review panel
- 2) Key supplier xxxxxx provides rapid prototyping, xxxxx on xxxxxxxx
- 3) Alliances with other xxxxxx product manufacturers are in the development stage

1.9 The Management Team:

<u>Name</u>	<u>Role</u>	<u>Education</u>	<u>Age</u>	<u>Background</u>
xxxxxxx	President	xxxxx	x	Medical, Technology, Fortune 500, Start-ups
xxxxxx	CTO, Prof. Rel.	xxxx	x	xxxxxxxxxxxxx, Multilingual
xxxxx	Board Director	xxxxxx	xx	xxxxxxxxx
xxxxx	Board Director	xxxxx	xxx	xxxxxxxxxxxxxx

ENGAGEMENT LETTER WITH PERRY + CURRIER INC.

Date: _____

VIA EMAIL ONLY

Dear Sir/Madam:

Re: Engagement Letter with Perry + Currier Inc.

Thank you for contacting us. We are very much looking forward to working with you and supporting the growth and future of your endeavour.

We are writing to detail the terms of engagement in respect of the provision of services on your behalf.

As an initial housekeeping matter, please complete the following information in order to satisfy “know your client” best practices.

Full Legal Name [Individual or Corporation] (Hereafter, “You” or “Client”)	
Correspondence Contact Name	
Correspondence Contact Mailing Address	
Correspondence Contact Email Address	
Correspondence Contact Phone Number	

Accounting/Billing Contact Name	
Accounting/Billing Contact Mailing Address	
Accounting/Billing Contact Email Address	
Accounting/Billing Contact Phone Number	

If you are a **corporation**, please complete the following:

Jurisdiction of Corporation	
HST, VAT other Government Business ID No.	
Nature of Business	
Stock Exchange Symbol (if any)	
Registered Corporate Address of Business	
No. of Employees (Required for patent filings)	

If you are an **individual**, please complete the following and provide a copy of your photo ID:

Citizenship	
Government ID No., Type (e.g. Driver's license)	
Occupation	

1. APPOINTMENT

You wish for us to provide intellectual property advice and/or services, such as patent, trademark, industrial design advice and/or related services.

We confirm that we act in our capacity as patent and trademark agents providing agency services through Perry + Currier Inc. While some of our professionals are both lawyers and registered agents, Perry + Currier Inc. is not a law firm. Legal services are provided by a separate law firm, Currier + Kao LLP, which is a separate entity from Perry + Currier Inc. Both firms use the common brand PCK™, but for professional regulatory reasons each firm operates independently. This letter serves as an engagement letter with Perry + Currier Inc. If you require legal services, a separate engagement letter with Currier + Kao LLP is required and can be provided on request.

Common activities considered normally within the course of duties of an agent include:

- 1) Rendering registrability opinions;
- 2) Commenting on scope of existing registrations;
- 3) Drafting of applications, including instructing draftsmen to prepare formal drawings;
- 4) Directly filing applications before the Canadian Intellectual Property Office, the United States Patent and Trademark Office and/or the offices of the World Intellectual Property Organization;
- 5) Where circumstances require, instructing foreign agents to file applications before non-Canadian Intellectual Property offices;
- 6) Responding to application rejections and other requisitions from various offices ("Prosecution");
- 7) Preparing and filing formal documents, including powers of attorney and assignment documents;
- 8) Paying filing, maintenance, issuance and other government fees;
- 9) Preparing and filing petitions and appeals before appellate boards; and
- 10) Reviewing and reporting registrations.

If we are instructed by you on other matters in the future, the general terms of this letter will apply and we would not necessarily write formally to you on each occasion. We would, of course, discuss with you the scope of the work and the personnel to be involved on each new instruction and anything else that you would like to raise.

2. PERSONNEL

Perry + Currier Inc. is a firm comprised of registered agents, technical consultants and clerical staff. A responsible professional will be designated to work with you, and where appropriate for your matter, an assigned professional may also be designated who will work under appropriate supervision of the responsible professional. For a list of the firm's current professionals, please see our website at <http://www.pckip.com/pck-people>; however please note that this information may change without notice.

Work is assigned to professional(s) and clerk(s):

- a) as per your request;
- b) where the work can be carried out efficiently and cost-effectively by persons other than those requested by you; and
- c) where other special circumstances justify, such as the temporary absence of a member of a team due to illness or holiday.

3. BILLING

For our mutual interests, we strive to work as much as possible using flat fee tariffs. Our standard practice is to provide you with upfront quotes for work and seek your agreement before proceeding with that work. If we do not discuss a flat fee and you instruct us to take action on your behalf, you should assume that our hourly rates will apply. These rates are reviewed and adjusted periodically and will be supplied on demand.

It may be necessary during the course of a matter to pay government fees or to instruct one or more experts outside the firm, such as local or foreign attorneys, draftsmen, translators, consultants or specialist counsel.

We charge taxes, such as the Harmonized Sales Tax (HST), where we are obliged to do so.

Unless otherwise agreed, fees and disbursements must be pre-paid before we will commence work. All pre-paid funds are held in our segregated trust bank account, on your behalf, until a final invoice is rendered. Any excess funds held in trust are returned on request. Conversely, in the event your trust funds cannot satisfy our invoiced amounts then all outstanding amounts are payable upon receipt and shall bear interest after 30 days at the applicable interest rate. Where we are holding money in trust, we will use this money toward payment of your invoices. We will always advise you when this is being done.

Unless otherwise agreed, where your account remains outstanding and you experience a bankruptcy or insolvency event, or your account remains outstanding for more than 180 days, you agree to fully assign, to Perry + Currier Inc., all rights in any intellectual property materials and filings that we have performed for you. This assignment shall have first priority over any of your other creditors. You authorize Perry + Currier Inc. to file this letter with the relevant government authority against such filings as conclusive proof of such assignment.

We reserve the right to refuse to perform any work, even if it results in loss of rights to you, should you fail, in a timely manner, to: a) pay any outstanding invoices, b) provide necessary prepayments, and/or c) provide instructions.

We confirm that you are aware that a search conducted before a filing can reveal that you are ineligible for protection and that it is your responsibility to specifically instruct if you want a search to be completed before doing any type of filing for you. Furthermore, you recognize that no search itself is perfect and that relevant references can be missed.

Beyond filing of any new intellectual property filings, there will be additional fees and disbursements for prosecuting the applications, and that, as with any application, there is a risk that the applications will be refused.

4. CONFLICTS

We will not act for any other client on any specific matter on which we are acting for you unless we have your express agreement that we may do so. We reserve the right to represent other clients that may compete with you, provided such representation does not compromise our ability to represent you on matters for which you have retained us.

5. CONFIDENTIALITY

While acting for you, we will gather information and documents which relate to your business and affairs. We shall keep the information and documents confidential, except where disclosure is required by law. However, unless you instruct otherwise, where your matters become a matter of public record we may identify you as a client of the firm.

6. COMMUNICATIONS

Unless we agree otherwise in writing, we will use electronic communications, (e.g. e-mail, voicemail, fax, web form) to communicate with you and others in relation to any matter. This carries certain risks. We do not accept responsibility for any loss which you suffer as a result of our use of electronic communications. If you instruct, for an additional fee, we can set up an encrypted path for communication.

Without limiting the generality of the foregoing, you must not assume that any electronic communication is actually received by the firm until you have received a specific acknowledgement from an individual in the firm; an automatically generated "read" or "delivered" receipt is not sufficient.

Intellectual property filings necessarily generate a number of dates and deadlines. Failure to meet those deadlines can result in irretrievable abandonment of your intellectual property. We make efforts to use leading edge technologies and skilled personnel to track those deadlines and make reasonable efforts to keep you apprised and reminded of such dates. However no system is perfect and when working with us, it is important that you take steps to track deadlines in your own calendaring system and not rely on our reminder systems. As part of this working relationship, it is critical that you share responsibility for deadline tracking and provide timely instructions to us and keep us apprised of your contact information.

7. LIMITATION OF LIABILITY

We are pleased to offer tiered levels of service to recognize different client needs and budgets. However, our limitation of liability necessarily varies to the extent you are engaging our professionals to fully understand and assist you. Therefore, in the event of any dispute or disagreement with you, for any reason whatsoever, our maximum liability to you shall not exceed the amounts listed in the table below:

ANNUAL FEE BILLINGS (EXCLUDING DISBURSEMENTS)	MAXIMUM LIABILITY
\$0.00 - \$10,000	Capped at the value of fee billings actually received from you
More than \$10,000	Capped at \$1,000,000 (Canadian funds)

We confirm that if you select one of our Lean packages that our contribution is on an "as-is" basis and that ultimate responsibility for the quality and content of your Lean patent application rests with you.

8. GENERAL

This engagement is governed by the laws of the province of Ontario, without reference to its conflicts of laws principles, even if the dispute relates to activities in foreign jurisdictions. Any dispute or disagreement will be resolved through binding arbitration to be conducted in Toronto, Ontario.

If any term herein is found to be unenforceable, it shall not affect the enforceability of the rest of the letter.

We confirm that you have had an opportunity to seek independent legal advice regarding the terms herein.

If arrangements are made for you to access our online client portal ("Portal") to view and manage your files with PCK, then use of the Portal is strictly subject to the Terms of Use published on the Site and you accept and agree to those terms and accept all risk related to use of the Portal and agree to maintain suitable password and IT security protocols in relation to use of the Portal.

Please note that if you are filing a patent application, we strongly encourage you to file an assignment from all inventors to a corporate entity at the time of filing the application. You should also have a Power of Attorney document executed. Please raise this issue with your PCK professional during the filing process.

Please let us know if you have any questions. If you are ready to proceed please complete, initial each page, sign and return the Engagement Letter to us. Whether or not we receive this back from you we shall assume that you are in agreement if you continue to instruct us after receipt of this letter.

Yours very truly,

Perry + Currier Inc.

PERRY + CURRIER INC.



By placing my signature below, I hereby acknowledge receipt and accept the contents hereof and confirm I have the authority to contractually bind the Client indicated above.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

_____ **By initialing here, I confirm I wish to receive occasional bulletins from PCK about important changes to intellectual property law that may affect my business and strategy.**

Perry + Currier Inc.
Patent and Trademark Agents
1300 Yonge Street, Suite 500
Toronto, Canada M4T 1X3
T 416.920.8170
F 416.920.1350
pckip.com



Payment Form

Payment Details: Please fill out the total based on the selected package(s).

*** If remitting in a currency other than Canadian Funds, please add a 3% Foreign Exchange Handling Fee to the total**

Package	Fees	Sub Total
<input type="checkbox"/> Lean Patent Application	\$995 plus taxes	
<input type="checkbox"/> Lean Plus Patent Application (specify budget)	\$2,000 – \$8,000	
<input type="checkbox"/> Bespoke Patent Application	\$10,000	
<input type="checkbox"/> Bespoke Plus Patent Application	\$15,000	
<input type="checkbox"/> Bespoke Tradition Patent Application	Hourly Rate	
<input type="checkbox"/> Patentability Search (includes keyword search at USPTO and report of search results without analysis)	\$2,000	
<input type="checkbox"/> Other (Please contact PCK for amount)	\$	
Total		

01

Payment Options:

1. Credit Card. Please complete the following as it appears on your credit card statement and remit this information via telephone (416-920-8170) or print and fax to 416-920-1350 or email to accounting@pckip.com.

Name:			
Company			
Address			
Phone Number			
Trust or Retainer Invoice No.			
Credit Card Type (circle one):	Visa	Mastercard	AMEX
Credit Card Number			
Expiry Date (mm/yy) and Security Number:			

I hereby authorize PCK to charge the credit card above with the amount indicated for its services.

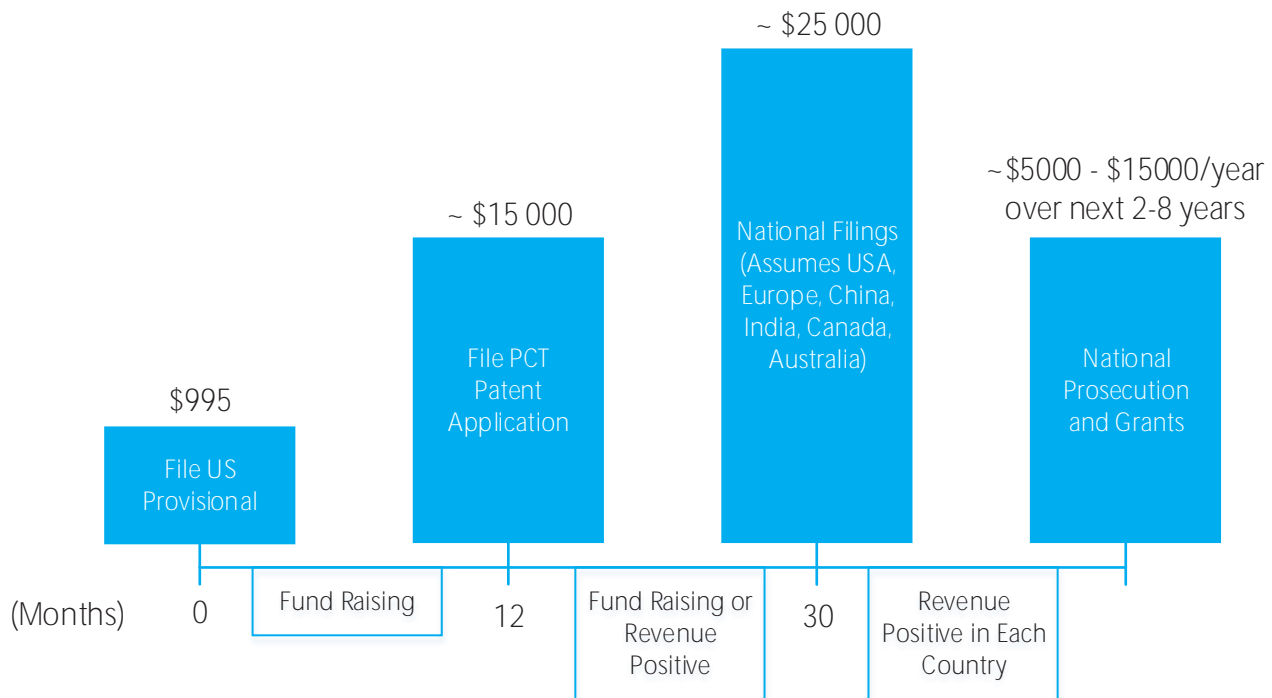
Signature _____ **Date** _____

2. Interac Email Transfer. Please complete the following and remit this information via email to accounting@pckip.com or by fax 416-920-3150.

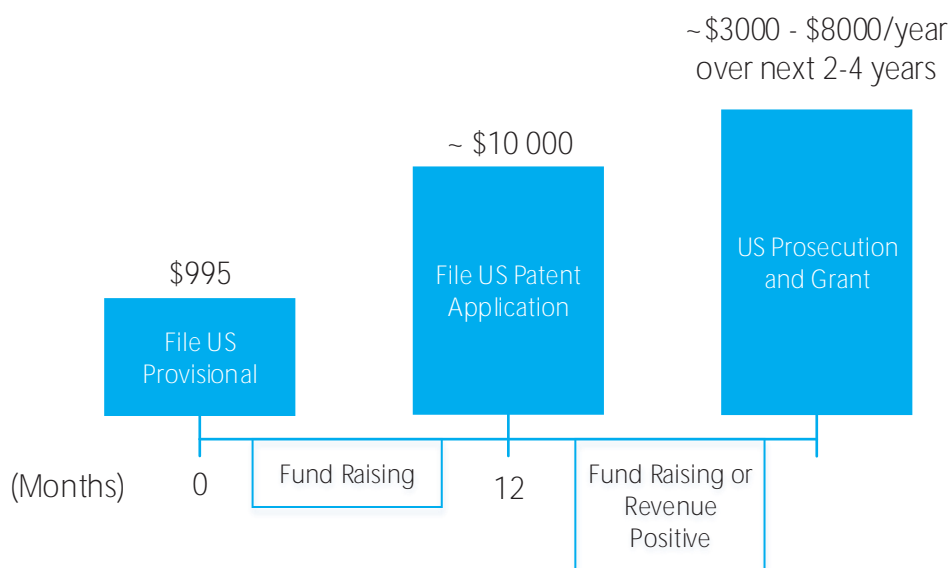
Name:
Company:
Amount:
Trust or Retainer Invoice No:

Common Filing Strategies for Lean Startups

Strategy 1: Global Filing, Estimated Budget Projection



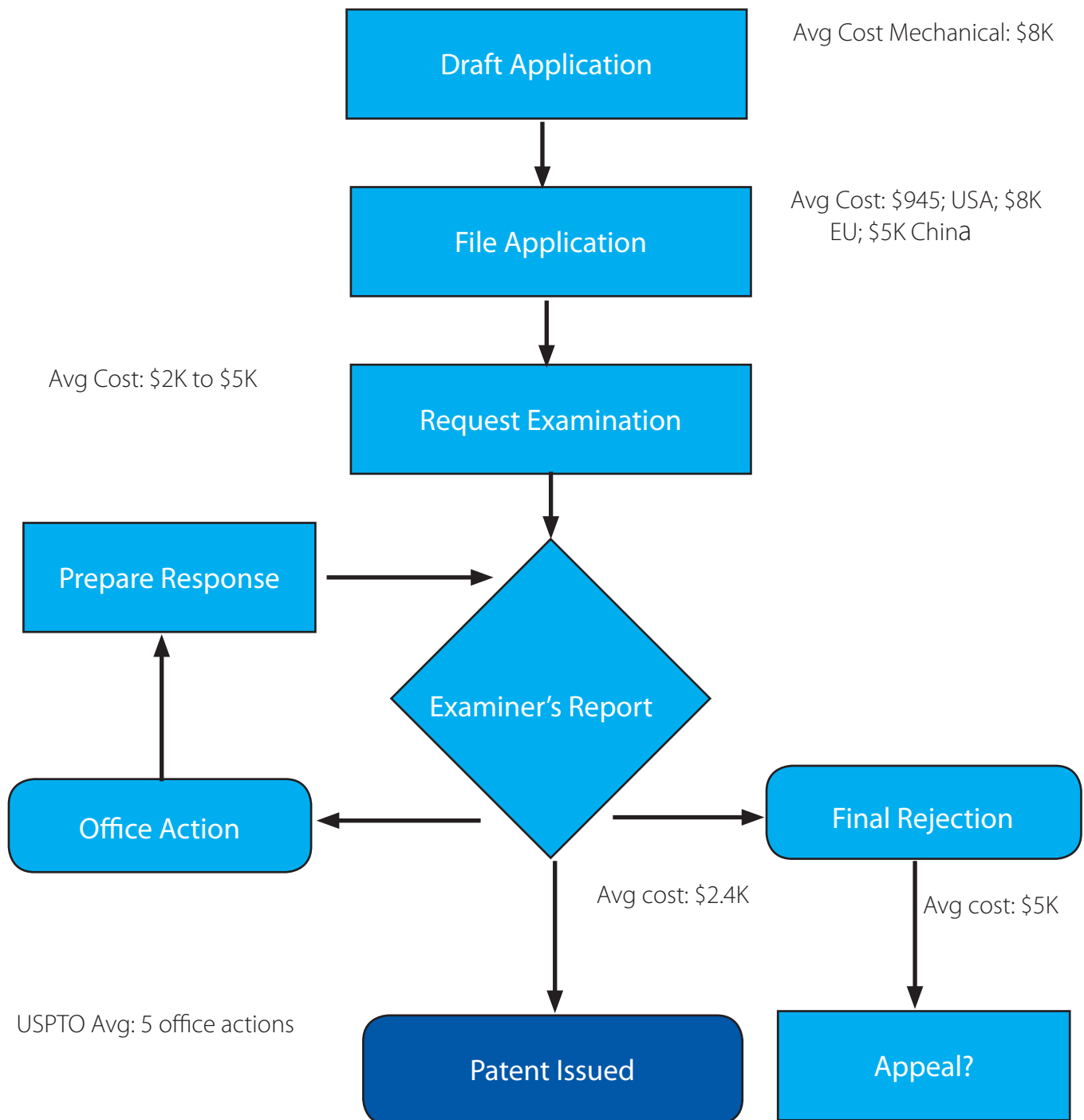
Strategy 2: US Only Filing, Estimated Budget Projection



These reflect the two most common filing strategies for lean startups. Many other strategies are possible depending on number of countries. All amounts are working estimates for budget purposes, and actual amounts will vary. A startup should incorporate these projections into their fund raising and profit/loss projections. All patent filings should be made with a thoughtful business plan in mind as to whether the patent will provide a meaningful barrier to entry and with financial budgeting based on fund-raising and/or revenue to support the patent program. PCK provides ongoing no-charge consultations, up to 1 hour/month, to assess the business plan and merits of an ongoing patent program. PCK also provides firm, upfront quotes before any action and seeks client approval.

Patent Prosecution (Each Country)

Average cost per country per utility patent: \$30,000 to \$50,000*



*Source: IP Handbook

Business Criteria to Evaluate Patentability

Score Factor (New Tech)	5	4	3	2	1	Score
Total R&D anticipated investment	>\$500K	\$250K - \$400K	\$100K - \$250K	\$50K - \$100K	<\$50K	
Annual anticipated product sales revenue	>\$300K	\$100K - 300K	\$75K - \$100K	\$50K - \$75K	<\$50K	
Annual anticipated licensing revenue	>\$150K	\$80K - \$150K	\$40K - \$80K	\$25K - \$40K	<\$25K	
Estimated cross license value	If inventor is being sued for patent infringement, the suing party could be counter-sued under a patent for this invention...:					
	and large recovery is likely and injunction is possible	and large recovery is likely	and modest recovery is likely	and success is unlikely	na	
Patent value	Technology is core of most/all of products and cannot be substituted	Most/all products will use technology, can be substituted	Most of products do not use this technology	Technology could be an area for future expansion	No relation between technology and business	
Market size	Worldwide	2 Continents	Continent	County	State/Province	
Viability and success of product	Will implement product with great commercial success	Will implement product with modest success	Will implement product, unknown commercial viability	High probability of implementing product, unknown commercial viability	Very low probability of implementing product or commercial viability	
Detecting infringement	Highly detectable	Detected with less than 1 week of internal co. resources	Detected with 1 to 3 weeks of internal co. resources	Detected only with tremendous amount of co. resources	Detection is impossible	
Substitutes	Developed with 2 man-year effort	Developed with 6 man-months to 2 man-year effort	Developed with less than 6 man-months effort	Developed with less than 3 man-months effort	Available in the market	
Marketing	In near future, will discuss invention with potential customer; customer will not sign NDA	In near future, will discuss with potential customer; after NDA signed	Good probability of marketing invention to potential customers	Small probability of marketing invention to potential customers	Very small probability of marketing invention to potential customers	
Total out of 50						

Business Criteria Evaluation Table

Total Score	Action
<input type="checkbox"/> 0 - 9	Do not patent
<input type="checkbox"/> 10 - 24	Gather wider feedback and reevaluate
<input type="checkbox"/> 25 - 50	Proceed with patent

Disclaimer:

Do not use the above guidelines as a substitute for professional legal and business advice. Consult with a qualified lawyer for advice and guidance for any decision affecting your legal rights.

Entity Status

Small Entity

You may claim small entity status if you have fewer than 500 employees AND have not licensed or agreed to license the Intellectual Property to an organization with more than 500 employees.

Micro Entity

You may claim micro entity status if the applicant qualifies as a small entity AND if each of the inventors and the applicant have not had a gross income* last year of more than \$69,548 USD (about 225,000 CAD) AND have not been named on more than four (4) US patent applications in the past.

Large Entity

You may claim large entity status if you do not fall under the definitions for small or micro entity. Please circle one. My entity is:

Small

Micro

Large

Please complete the Certification of Micro Entity Status form if applicable (following page).

I confirm that I am eligible for the status indicated above.

Name (please print legibly)

Signature_____

Date_____

*The gross income amount may be updated occasionally. Source: <http://www.uspto.gov/patent/laws-and-regulations/micro-entity-status-gross-income-limit>

Inventors

Please complete this form and return to PCK. If you have any questions, please don't hesitate to contact us.

<input type="checkbox"/> Full Legal Name	
<input type="checkbox"/> Permanent Address including postal/zip code	
<input type="checkbox"/> Country of Citizenship	

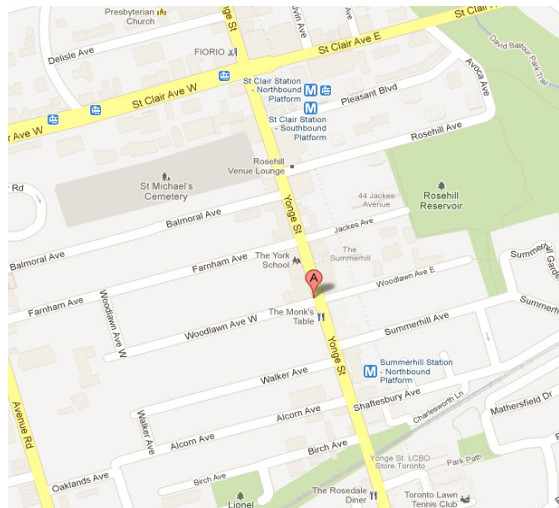
<input type="checkbox"/> Full Legal Name	
<input type="checkbox"/> Permanent Address including postal/zip code	
<input type="checkbox"/> Country of Citizenship	

<input type="checkbox"/> Full Legal Name	
<input type="checkbox"/> Permanent Address including postal/zip code	
<input type="checkbox"/> Country of Citizenship	

<input type="checkbox"/> Full Legal Name	
<input type="checkbox"/> Permanent Address including postal/zip code	
<input type="checkbox"/> Country of Citizenship	

Locations

1300 Yonge Street, Suite 500, Toronto, Ontario, M4T 1X3
T. 416.920.8170, F. 416.920.1350



Communitech, 151 Charles St West, #100, Kitchener, ON, N2G 1H6

