

David S. Alavi

Registered Patent Agent

David S. Alavi, Inc.
2852 Willamette St #402
Eugene, OR 97405

541-686-9462
www.northwestpatent.com
dsalavi@northwestpatent.com

05/09/2022

Fred T Guerin
Oregon Fortified Reseeding Pellets LLC
70 North River Dr
Roseburg, OR 97470

Dear Fred:

In accordance with our discussions, I have prepared this engagement letter to clarify the conditions under which I would prepare, file, and prosecute one or more US or international patent applications on behalf of Oregon Fortified Reseeding Pellets LLC (hereinafter "OFRP").

My representation, as set forth in this letter, would be of OFRP only. I am not undertaking, in this matter or for purposes of any conflict of interest analysis, to represent, or to assume any duties to, any individual officer, director, shareholder, or employee of OFRP or any other persons or entities who may be affiliated with, owned in whole or in part by, or otherwise related to OFRP.

I am a patent agent registered to practice before the United States Patent and Trademark Office (PTO). I can prepare, file, and prosecute patent applications in the PTO, both US and international (*i.e.*, PCT) applications. I am not an attorney; I cannot handle any legal matters related to a pending patent application or an issued patent (e.g., providing infringement opinions or preparing license agreements; however, I can record executed assignments that you provide). Nor can I file or prosecute foreign patent applications arising from an international application; those must be handled by attorneys or agents in each country, although I can act as liaison.

The Code of Federal Regulations (CFR), Title 37, Part 10 defines the ethics and responsibilities of a Registered Patent Agent, including the obligations of confidentiality and professional behavior owed to a client. The CFR rules of practice are modeled after the American Bar Association's Code of Ethics and carries the same weight of responsibility. At all times my representation of OFRP would be in accordance with those Regulations.

I agree that I will not represent any other client or prospective client in matters which are related to, and adverse to, those for which I have been engaged by you without your consent.

I presume that you, Fred, would be my primary point of contact with OFRP, with consultation with other OFRP inventors (if any) as needed. I would consult with you as needed for managing any OFRP application under my care and would presume that you are authorized to approve any strategic or tactical decisions that arise and any professional and PTO fees that are required. I would provide you with emailed electronic copies of all correspondence to and from the PTO, foreign patent offices, or foreign attorneys. I would maintain complete electronic case files in my office, of course.

I would require an initial deposit of \$6000, which will be credited against billing statements for fees and other charges as they are incurred. The deposit will be maintained in a Client Deposit Account with other clients' deposits from which clients receive no interest, and I am authorized to withdraw offsetting amounts of bills without further consent from OFRP. Any remaining unearned portion of the deposit would be returned promptly upon termination of my representation of OFRP. Whether ongoing replenishment of the initial deposit is needed will depend on the amount of work you require. We will use a bill-as-needed approach initially, with occasional

inclusion of advance amounts for certain anticipated work or fees. If the workload is substantially larger, we will discuss whether ongoing regular deposits might be more suitable.

Unless otherwise agreed between us ahead of time, charges for the services I provide are based on the time expended and on my standard hourly rate (\$200/hr, subject to a \$5000 minimum for preparing and filing each new patent application; see attached fee schedule). I would provide billing statements as needed for the services that I perform plus all expenses that I incur in connection with those services (including, without limitation, PTO fees, foreign government fees and attorney fees, patent search fees, telephone calls, photocopies, delivery charges, and postage). As noted above, some billing statements may include pre-payment of anticipated PTO or foreign fees or professional fees, which upon receipt would be placed in the Client Deposit Account until paid to the PTO or foreign attorney or until earned by me. I would transmit billing statements by email to you and/or your accounting staff. Payment terms are Net 15.

Unless previously terminated, my representation of you will terminate upon my notifying you and sending you a final invoice for services rendered. Following such termination, any otherwise non-public information you have supplied to me will be kept confidential in accordance with the applicable rules of professional conduct. Upon request, your papers and property will be available for you to pick up at my office or shipped to you at your expense. My own files pertaining to the matter, which may include copies of your papers, will be retained by me.

If the conditions set forth herein are acceptable, please sign and return one copy of this letter to me (scan/email and then mail original) along with a check for \$6000 payable to David S Alavi Inc. After I receive the signed letter and deposit, we will begin planning for one or more initial patent applications. I look forward to working with you.

Sincerely,



David S. Alavi
Registered Patent Agent


Fred T Guerin
Date
MAY 9 2022