



## The Negotiation Pro<sup>sm</sup> Typical Agency Agreement



This is an **Agreement** consisting of this and three other pages, made on this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between Philip L. Marcus d/b/a the Negotiation Pro ("Agent/Attorney"), whose address is 9437 Clocktower Lane, Columbia MD 21046-1818 and Carol Client ("Client"), whose address is 123 Main Street, New City, XX 98765-4321

The parties recite that Client is the inventor/owner of a U.S. patent number 8,000,000 ("Method and System for Foretelling a Person's Future Based on His or Her Palm Prints", i.e. "The Patent") and that Client wishes to exploit the Patent by either licensing it to others or assigning it in whole or part.

In consideration of the above recitals and the promises below, the parties hereby agree as follows:

1. (a) Client **appoints and engages** Agent/Attorney as Client's sole and exclusive agent throughout the world for the licensing, sale or other transfer (together called "disposition") of all Client's rights identified in the recitals above which are made part hereof. Agent/Attorney **accepts such appointment** and engagement, and Agent/Attorney shall represent Client's interests to the best of his ability. **Specifically**, Agent/Attorney undertakes to attempt to contact a relevant official at each of between 0 and 0 target companies mutually agreed by him and Client, and to follow up promptly and effectively on any expression of interest.. Agent/Attorney's agency under this Agreement is an agency coupled with an interest. The term "Client" includes both the Client personally and any entity substantially controlled by him and also his heirs, executors (or personal representatives) and persons taking under him or her by bequest or without a will.

(b) If any inquiry or proposal about the Patent is made directly to Client, Client shall **immediately refer** it to Agent/Attorney. Legal services under this agreement will be limited to those that Agent/Attorney can provide under U.S. patent, copyright and trademark law, and under the law of Maryland. **Any other legal services** required in connection with the activities envisioned in this Agreement are not covered by this Agreement. (An example of this might be having an attorney counsel Client about tax matters.)

(c) Client will **cooperate fully** with Agent/Attorney, and will take no steps without Agent/Attorney's knowledge, it being **the intention of the parties that Client will not directly represent herself**, or allow others besides Agent/Attorney to do so in the matters of the Patent disposition.

2. For any agreement or understanding for the disposition of such rights, Agent/Attorney is **authorized and empowered to act for** Client in all matters arising from any such agreement or understanding, including, where appropriate, in Agent/Attorney's judgment, to retain subagents for the disposition of foreign patent rights and other Intellectual Property Rights. Any subagent's contingent fee shall be paid by Agent/Attorney out of contingent fees earned under paragraph 3 (a). Still, AGENT/ATTORNEY will consult to the maximum possible extent with Client before taking any actions, and **Client must personally sign any agreements** with other parties, or expressly authorize Agent/Attorney to do so for him in a

specific instance.

3. (a) Part of the economic basis of Agent/Attorney undertaking this representation is continuing to represent Client during the maintenance stage of any licensing agreement as long as it remains in effect. This is thus reflected in continuing contingent fee payment after he makes a agreement in behalf of Client (sometimes called "residual" fees). So, for any exploitation of Patent or other related intellectual property rights by assignment (sale), license or other agreement or disposition he negotiates, Agent/Attorney **shall receive the following contingent fees**:

(i) 00% of the Amount Paid in the United States, its territories or possessions, and

(ii) 00% of the Amount Paid from any exploitation (license, assignment or otherwise) anywhere else in the world.

(iii) "**Amount Paid**" means all advances, royalties, fees of any nature, money or other compensation paid or payable to or earned by Client under any agreement for the disposition of any such rights, **before** any deductions. "Deductions" includes set-offs, recoupments, taxes, or other charge-backs for costs or expenses, including legal expenses incurred by the purchaser (assignee) or licensee of Client's rights, but does not include any deductions for foreign taxes deducted at the source of such payments.

(b) All Amounts Paid shall be **paid directly to Agent/Attorney** Also, Client shall cause any agreement or understanding between Client and any third party concerning the disposition of any such rights to include a provision obligating the third party to make such direct payments to Agent/Attorney.

- (i) Funds received by Agent/Attorney shall all be **deposited by him in an attorney trust or escrow account** in Maryland, so that client will be protected by the Client Protection Fund of the Bar of Maryland, a Maryland government agency described at <http://www.courts.state.md.us/cpf/>
- (ii) Agent/Attorney shall have the **right to deduct** from such Amounts Paid all contingent fees due him under subparagraph (a) above, and all expenses reimbursable under sub-paragraph (c), and shall promptly send the rest to Client, allowing of course for check-clearing time.
- (iii) If any Amount Paid is paid directly to Client, Client shall promptly remit to Agent/Attorney his contingent fee on such Amount Paid in accordance with subparagraph (a) plus reimbursement for expenses in accordance with paragraph 5. If Client fails to make such remittances promptly as specified in the preceding sentence, Agent/Attorney shall have the right to deduct the sums due from any other Client money on account with Agent/Attorney.
- (iv) Agent/Attorney's contingent fees hereunder make up Agent/Attorney's compensation for all agency and legal services rendered to Client, including, without limitation, services provided in procuring and negotiating such disposition of rights. Agent/Attorney shall have **no obligation whatsoever to return or refund** all or any part of the contingent fees to Client or to any third party because Client hereafter may be required, for any reason, to return or refund all or part of the Amount Paid.
- (v) Client shall cause **any agreement or understanding** between Client and any third party concerning the disposition of any such rights to include the following provision:

"All sums of money due under this Agreement shall be paid to Client's Agent/Attorney, Philip L. Marcus, at 9437 Clocktower Lane, Columbia MD 21046 (or such other address as Agent/Attorney shall provide Client) and the receipt of the said Agent/Attorney shall be a good and valid discharge of all such indebtedness. Agent/Attorney is hereby empowered by Client to act in all matters arising from this Agreement. For services rendered and to be rendered Client does hereby assign and transfer to Agent/Attorney, and Agent/Attorney, shall retain the sum provided in paragraph 3 (a) of their Agreement as an agency coupled with an interest, out of all monies due and payable to and for the account of Client under this Agreement."

(c) Besides any contingent fees due under paragraph 3, **Client shall reimburse Agent/Attorney for all expenses**, incurred on Client's behalf. These include, without limitation, charges for marketing, travel, cables, messengers, couriers, extra-ordinary copying, the cost of any items used in connection with any proposal, and legal expenses. **No expense shall be incurred over \$25 in one item or aggregating over \$150 in one month without express agreement of the Client.** Client shall also pay Agent/Attorney a **non-refundable retainer** in the amount of \$0,000, which shall, however, be credited against contingent fees beginning with the first earned.

4. (a) This Agreement is effective immediately when it is signed by Agent/Attorney and Client, and it **shall remain in effect until either party terminates by written notice. The Client may terminate on notice of five business days.** Agent/Attorney may terminate **it on thirty (30) days' written notice**, except that **Agent/Attorney may terminate without advance notice** if Client shall fail to cooperate with Agent/Attorney by acting directly or through another agent as described in par. 1(c) of this Agreement or by failing to promptly provide **Agent/Attorney** information he needs.

(b) Client recognizes that Agent/Attorney's **prior efforts may result in benefits to Client despite termination** of this Agreement under this paragraph 4 or for any other reason. Thus despite termination Agent/Attorney shall be paid directly contingent fees, at the rates prescribed in paragraphs 3 for all Amounts Paid:

(i) if either terminates, from any disposition of Client's rights completed before such termination, for all Amounts Paid with one year after termination, or

(ii) if Client terminates, from any disposition of Client's rights completed by Client directly or through another agent within ninety (90) days after such termination if Attorney/Agent had substantial dealings with the other party or a related party about Client before the termination, for all Amounts Paid under that disposition within one year after termination; except that if Client had made an agreement in principle or signed a letter of understanding with the other party or made a similar commitment, then for all Amounts Paid under that disposition within two years after termination.

(c) For the purpose of this Agreement "intellectual property" includes any item that could be, has been, or could have been registered under the Copyright, Patent, Trademark, or covered by trade secret or similar laws of the United States or under similar laws of any state of the United States of America or United States of Mexico or Canada or any province.

5. Agent/Attorney shall **do his best to sell or license** Client's rights to ethical and financially sound purchasers and licensees. Still, Agent/Attorney **cannot guarantee such purchaser's or licensee's or other contractor's performance** under its agreement with Client. So, Agent/Attorney makes no statements or warranties, express or implied, to Client about any

purchaser's or licensee's or other contractor's integrity, intentions, qualifications, capabilities or other good faith. Agent/Attorney expressly rejects all such statements or warranties and any responsibility or liability to Client of whatsoever description relating in any way to any breach or violation of Client's rights by any such purchaser or licensee or contractor, including, without limitation, a breach of or failure to perform under any agreement with Client. Also, Agent/Attorney **does not guarantee being able to sell any of Client's rights subject of this agreement** or how long it will take, and Agent/Attorney **will not engage in any litigation to preserve or defend** any rights or supposed rights of Client in any intellectual property. Client **states and warrants** to Agent/Attorney that Client **has read this disclaimer** and that Client has not relied upon or been induced by any such representations or warranties by Agent/Attorney in entering into any agreement with any purchaser or licensee or other contractor.

6. No terms and conditions or statements **leading to or preceding this Agreement shall survive this agreement**; the parties intend that **this writing be the entire agreement** between them. **Any change to this agreement** must be in writing, supported by independent consideration, and signed by both parties.

7. This Agreement is **under the laws of the State of Maryland**. Any **dispute about the meaning or enforcement** of this Agreement shall be decided by single-arbitrator arbitration under the rules of the American Arbitration Association in Howard County in the State of Maryland.

**Agreeing to which**, the parties have signed this Agreement effective on the date first written above.

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Client

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Philip L. Marcus d/b/a the Negotiation Pro<sup>sm</sup>

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