

## STATEMENT OF OFFICE AND BILLING POLICIES.

NORMAN C. MAARSCHALKERWEERD.

NBKJ, LLC.

**PROFESSIONAL SERVICES:** My office strives to provide to its clients the highest standards of design, patent, technical and presentation graphics, including software development services, at fair market cost. Engineering design and patent services are provided as expeditiously as possible; however, clients are asked to understand that my office handles many matters for many different clients and at times the work of one client is made a priority over another. Your deadlines are of utmost importance to us and we aim to accommodate you in every way to meet your deadlines. We strive to remain at the leading edge of technology, utilizing the latest hardware and software for most known graphic formats, available for both PC and MAC platforms. We maintain a secure FTP site on our server for immediate upload and download of important files. We keep you advised of the status and costs of your project throughout the process. Your request for services does require a "team effort", and I ask that you cooperate as fully as possible in assisting me, keeping me apprised of any changes or developments that may affect your project(s) or subsequent charges. My team is available 24 hours a day 7 days a week to meet stringent deadlines. Remember that any tasks that you are able to perform in-house, saves me time and you money.

**FILES:** Acceptable incoming vector formats; wmf, dwg, dxf, iges, sat, step, stl, ai, avi and cdr. Any client changes to data files are the responsibility of the client. Uploading revised data upon review of our completed files is crucial for our maintenance of production file levels. Data, (all drafts) are archived upon completion of work and is available in numerous formats upon request.

**FEES:** Services rendered based upon the following fee schedule;

**HOURLY RATES:** Norman C. Maarschalkerweerd, CEO - \$75.00 per billable hour. This is a negotiable fee, applicable to standard and expedited work. The above-stated hourly rates are subject to revision by our office upon periodic revision of the aforesaid fee structure. In many instances where client budgets may prevail, a flat rate fee is applied; quoted materials will be performed to specification within budget constraints. New matter will be subject to additional charges.

**ASSOCIATED SERVICES:** Fees may vary for the following associated services; legal, design, drafting of design and utility applications, patent searches, manufacturing searches, concurrent engineering and documentation, rapid prototype development and rapid manufacturing in combination with Intellectual Property illustration, technical illustration / concurrent documentation, graphic design, presentation graphics and marketing campaigns.

**RETAINER POLICY:** Retainers are required for all new clients and are due and payable at the initial conference. There is typically no charge for advice and planning during the first hour of the conference. Clients are encouraged to sign a nondisclosure agreement before release of any short or long-term confidential information. Retainer amounts will vary based upon the amount of work anticipated. We typically charge in 1/3 increments. 1.) Due at commencement of project, 2.) Due on completion of first draft, and, 3.) Due on completion of completed project. All fees and costs incurred on behalf of the client shall be billed against the retainer(s). Except for certain exceptions, additional retainers will be required for all cases and matters once the existing retainer expires.

**OUT OF POCKET COSTS AND EXPENSES:** The client is responsible for all reasonable advances, costs, and expenses paid on behalf of the client by our office. Said costs and expenses shall be paid from the above-referenced retainer(s). All costs and expenses incurred shall be billed, together with fees, as described below. The client will be provided with an itemization of all of said costs and expenses.

**BILLING:** The client will be billed in increments, all professional fees, costs and expenses incurred by our office, billing shall be charged against any retainers previously paid. Said billings shall be complete and shall itemize all costs and expenses, and shall describe all professional services rendered specifying dates and amounts of time and materials expended. Clients are encouraged to ask any questions which they

may have as to any invoice for professional services rendered.

In the event that there is no outstanding retainer, payment of all invoices shall be due and payable upon receipt. Interest may be charged on all outstanding invoices remaining unpaid for more than thirty days at the rate allowed by law of 1.5% per month or 18% per year. In any event, our office, reserves the right to suspend all further action, work or legal services, and withdraw services if necessary, upon notice to the client, on all matters for which payment is delinquent for more than thirty days. Electronic files are the property of our office until all fees have been paid; thereafter the client owns all paid for data.

**CORPORATE CLIENTS:** In the event that any client is a corporation, the principal(s) thereof shall be required to sign a personal guarantee of all professional fees and costs in the form attached hereto and all billings shall be in both the names of the individual principal(s) and our office(s).

**TELEPHONE CALLS:** There are times when I am unavailable to speak to clients because of conferences, out of the office meetings, or other pressing matters. In the event of emergency, clients are encouraged to speak openly with the office manager. Depending on the nature of the case, substantive telephone calls of more than a couple of minutes in duration will be included in my statement of charges.

**PATENTS AND COPYRIGHTS:** As I typically share the status of co-inventor on many patents that I develop, I will sign a written assignment, assigning all rights back to the applicant upon full and final payment for our services. Sharing the status, as co-inventor on projects developed by me for our clients does not harm the process in any way, it enhances the merits of the application.

**TERMINATION:** The client shall at all times have the right to terminate the services of our office, upon written notice to that effect. Our office, shall also at all times have the right to terminate its services for any client and withdraw from further representation upon written notice to the client. In either of the aforesaid events, the client shall be responsible to promptly pay all fees and expenses owing up until the time of said termination.

**GUARANTEE OF ACCOUNT**

The undersigned (who if two or more in number shall be jointly and severally liable hereunder) hereby personally and unconditionally guarantee(s) and agree to be held fully liable for all debts, expenses, costs, and obligations of any kind, and all amounts owing on account, together with any and all extensions or renewals thereof, owed to Norman C. Maarschalkerweerd, and/or our office, by and together with any other corporations or entities for which our office services are rendered or incurred by or with our office at the request, direction or instance of undersigned, including but not limited to any and all reasonable attorney's fees and legal expenses incurred by our office in the collection or enforcement of its rights with respect to any such debt, obligation or claim. With reference thereto, undersigned hereby waive(s) presentment, demand, notice or dishonor, protest, and any and all other notices whatsoever, and agrees that our office may from time to time extend or renew such debt, claim or obligation for any period and may grant any releases, compromises or indulgences with respect to same, all without notice to or consent of any of the undersigned. Given under the hand and seal of each of the undersigned, this day of \_\_\_\_\_

Signed by: .....

Print name .....

Title. ....

Signed by: .....

Print name .....

Title. ....

(Seal)