

[Date]

[Client Name]

[Client Address]

[City, State, Zip Code]

Re: Engagement for Legal Representation - Intellectual Property Contingency Fee Agreement

Dear [Client Name],

This letter sets forth the terms upon which [Law Firm Name] ("Attorney") will represent [Client Name] ("Client") in connection with legal claims regarding the infringement of [Description of IP, e.g., Patent/Trademark/Copyright/Trade Secret].

1. Scope of Services

Attorney will provide legal services to Client to investigate, prosecute, and resolve claims against [Adverse Party Name] and related entities. This engagement does not include appeals, counterclaims, or unrelated intellectual property matters unless agreed upon in writing.

2. Contingency Fee Arrangement

Client is not required to pay an hourly rate for legal services. Instead, Attorney's compensation is contingent upon a "Gross Recovery" (any monetary recovery via settlement or judgment). The fee shall be calculated as follows:

- [Percentage]% if settled prior to filing a formal complaint.
- [Percentage]% after filing a complaint but before trial.
- [Percentage]% if the matter proceeds to trial or final arbitration.

3. Litigation Expenses and Costs

Attorney will [advance/not advance] all reasonable litigation costs (e.g., filing fees, expert witnesses, travel). Upon recovery, these costs will be reimbursed to Attorney from Client's portion of the recovery. If no recovery is obtained, Client [will/will not] be responsible for reimbursing Attorney for advanced costs.

4. Client Responsibilities

Client agrees to cooperate fully, provide all necessary documentation, and be truthful in all matters. Client retains the final authority to accept or reject any settlement offer.

5. Termination of Services

Client may terminate Attorney at any time. Attorney may withdraw for good cause or if Client breaches this agreement. If termination occurs before a recovery, Attorney may be entitled to a lien for the reasonable value of services rendered.

6. No Guarantee of Results

Attorney makes no promises or guarantees regarding the successful outcome of this matter. All expressions relative to the merits of the claim are matters of opinion only.

Please sign and return this letter to signify your acceptance of these terms.

Sincerely,

[Attorney Name]

[Law Firm Name]

Acknowledge and Agreed:

[Client Signature]

[Date]