

IP PORTFOLIO MANAGEMENT DISCLAIMER

NON-LEGAL SERVICES DISCLOSURE

The services Peak Asset Perspectives Inc, and its employees, (Consultant) provides are limited to administrative, organizational, technical, and strategic business management of intellectual property assets. The IP Portfolio Management services provided are not legal services. The Consultant is not an attorney, and they are not licensed to practice law in any jurisdiction.

SCOPE OF SERVICES

Services provided may include, but are not limited to:

IP Landscape Assessment

- Performing technical IP landscape assessments using patents, patent drafts, and IP disclosures
- Generating detailed and summarized reports of landscape findings for business purposes only
- Providing technical (non-legal) analysis of patent information for business intelligence purposes

IP Strategy Management

- Consulting with key stakeholders within the organization
- Evaluating strategy relative to IP landscape findings
- Developing IP strategy frameworks and coordinating implementation of IP strategy aligned with corporate objectives, R&D priorities, and market expansion plans
- Providing recommendations for strategic business decision-making (explicitly non-legal in nature)

IP Disclosures

- Implementing and administering IP Disclosure Forms ("IP Napkins") to foster an IP-aware culture
- Partnering with internal R&D and engineering teams to identify and capture inventions early in development cycles
- Managing invention disclosure intake and coordination
- Maintaining IP Napkin database
- Performing technical assessments and recommending business strategy adjustments based on new IP

- Facilitating preliminary technical review of inventions (not formal patentability determinations, which require legal counsel)

Patent Claim Set Development Support

- Developing conceptual draft claim sets using patent drafts and IP disclosures for discussion purposes only
- Facilitating key stakeholder reviews and refinements of conceptual claim ideas
- Coordinating with outside legal counsel who will independently draft, review, and finalize all legal claim language for patent applications
- Ensuring all draft claim materials contain clear disclaimers that they are not legal documents

IP Portfolio Management

- Establishing and maintaining business processes and systems for managing IP assets, including docketing, budgeting, and compliance tracking
- Administering the global IP portfolio database, including patents and trade secrets, and potentially trademarks, copyrights, and domain names
- Leading regular IP portfolio reviews to assess business value, alignment, and competitive positioning
- Supporting business decision-making on filing, maintenance, abandonment, or monetization strategies
- Coordinating efforts with legal counsel to pursue high-quality patents that reflect technical and commercial value
- Conducting preliminary technical assessments (explicitly not legal FTO opinions) for competitive intelligence and white space analysis to guide R&D direction and inform risk management decisions

Commercialization & Risk Mitigation

- Collaborating with product, commercial, and corporate development teams to align IP with go-to-market and revenue strategies
- Monitoring public third-party activity for potential technical overlap with company IP portfolio (not legal infringement analysis)
- Escalating potential IP concerns to legal counsel for proper legal assessment and any enforcement or dispute resolution efforts
- Analyzing competitor patent landscapes from a technical and business perspective during R&D and business development activities

LIMITATIONS AND EXCLUSIONS

The Consultant does not provide:

- Legal advice of any kind

- Legal opinions regarding patentability, trademark registrability, or copyright protection
- Legal interpretation of IP laws, regulations, or court decisions
- Legal representation before any IP office, court, or tribunal
- Legal drafting of patent applications, trademark registrations, or other IP filings
- Legal assessment of IP infringement, validity, or enforceability
- Formal legal freedom-to-operate (FTO) opinions, clearance opinions, or non-infringement opinions
- Legal guidance on IP licensing, transactions, or dispute resolution
- Filing or prosecution of patent applications, trademark registrations, or other IP filings
- Legal determinations regarding invention ownership or inventorship
- Legal advice on employment agreements or IP assignment provisions
- Final determination on patentability of inventions
- Legal advice on trade secret protection mechanisms or confidentiality requirements
- Legal interpretation of IP agreements, licenses, or contracts
- Legal IP due diligence assessments for mergers, acquisitions, or investments
- Formal infringement analysis or legal claims charts
- Legal strategies for IP enforcement or defense

Any work product related to the above areas is strictly for business planning purposes and must be reviewed and approved by qualified legal counsel before any legal action or reliance.

LEGAL-ADJACENT WORK PROTOCOL

For any services that may approach legal boundaries or involve legal-adjacent work:

Required Disclaimer Protocols

1. **All Work Products Include Disclaimers:** Every report, analysis, assessment, or recommendation the consultant provides will include a prominent disclaimer stating that the document is for business purposes only, is not legal advice, and requires review by qualified legal counsel before action is taken.
2. **Verbal Communication Protocol:** During meetings and verbal discussions, the Consultant will clearly delineate when topics require legal counsel input and will not present technical assessments as legal determinations.

3. **Clear Handoff Process:** When identifying issues requiring legal expertise, the Consultant will implement a clear handoff protocol to legal counsel, documenting the transition of responsibility.

Attorney Involvement Requirements

1. **Mandatory Legal Review:** The following work products will always require review by qualified legal counsel before implementation or reliance:
 - All patent claim concepts or draft claim sets
 - Any freedom-to-operate or competitive overlap assessments
 - Potential infringement or enforcement concerns
 - Patentability assessments and recommendations
 - IP protection strategy documents
2. **Collaborative Process:** The Consultant will establish a defined process for collaboration with internal or external legal counsel, including:
 - Regular legal review checkpoints
 - Clear documentation of when legal advice has been incorporated
 - Written confirmation from legal counsel for appropriate actions
3. **Documentation Trail:** The Consultant will maintain documentation showing:
 - When matters were escalated to legal counsel
 - What information was provided to legal counsel
 - Final decisions made after legal counsel review

Role Boundary Clarification

1. **Business Decision Support Only:** The Consultant's role is limited to providing business and technical information to support decision-making. All legal decisions must be made by qualified legal counsel.
2. **Stakeholder Education:** The Consultant will educate stakeholders about the distinction between their services and legal services, including regular reminders about which decisions require legal counsel.
3. **Explicit Statements of Limitation:** When delivering potentially sensitive assessments (such as technical FTO reviews), the Consultant will explicitly state the limitations of their analysis and identify specifically what legal questions remain to be addressed by counsel.

By engaging the Consultant for services, you acknowledge these protocols and agree to obtain appropriate legal counsel for all matters requiring legal expertise as identified above.

ATTORNEY RECOMMENDATION

For any matters requiring legal advice, interpretation of law, or legal representation, you are strongly advised to consult with a qualified intellectual property attorney. The Consultant can assist in coordinating with your legal counsel but cannot replace the expertise and services that only a licensed attorney can provide. It is recommended that you retain qualified IP counsel throughout the duration of our engagement for appropriate legal support.

NO ATTORNEY-CLIENT RELATIONSHIP

No attorney-client relationship is created or implied through the provision of the Consultant's IP Portfolio Management services. All communications between us are not protected by attorney-client privilege. The Consultant is not your attorney, and our communications and work product are not subject to attorney-client privilege. Sensitive information shared for business purposes may not have the legal protections that would apply to attorney-client communications.

LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the Consultant shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from your use of or inability to use the services, or for any other claim related in any way to your use of the services. This includes, but is not limited to:

- Any loss of intellectual property rights or protections
- Any damages resulting from failure to obtain or maintain patent, trademark, or other IP protections
- Any damages resulting from third-party IP infringement claims
- Any damages resulting from reliance on technical assessments without legal counsel review
- Any loss of profit, business interruption, loss of business opportunity, loss of data, or any other pecuniary loss

This limitation of liability applies even if advised of the possibility of such damages and regardless of whether such liability is based on contract, tort, negligence, strict liability, or otherwise.

INDEMNIFICATION

By engaging the Consultant's services, you agree to indemnify and hold harmless myself and any affiliated parties from and against any claims, liabilities, damages, losses, and expenses arising out of or in any way connected with your use of the services, including but not limited to:

1. Any claims related to intellectual property rights, including patent, trademark, copyright, or trade secret matters
2. Any claims alleging unauthorized practice of law
3. Any claims resulting from reliance on technical assessments or reports without obtaining proper legal review
4. Any claims arising from decisions made based on the services provided
5. Any regulatory, governmental, or administrative actions related to intellectual property matters

This indemnification applies to all claims, whether based on warranty, contract, tort, or other legal theories.

ACKNOWLEDGMENT

By engaging the Consultant's IP Portfolio Management services, you acknowledge and agree that:

1. You have read, understood, and agree to the terms of this disclaimer
2. You understand the distinction between the business/technical services the Consultant provides and legal services
3. You will seek the advice of a qualified attorney for all legal matters related to intellectual property
4. You will not rely on any assessments, reports, or recommendations the Consultant provides without appropriate legal review
5. You understand that failure to obtain legal counsel may result in loss of intellectual property rights or other damages
6. You acknowledge that the Consultant's services are complementary to, and not a substitute for, qualified legal counsel
7. You will establish and maintain a relationship with qualified IP legal counsel throughout our engagement
8. You will ensure that legal-adjacent work undergoes proper legal review as outlined in the Legal-Adjacent Work Protocol section

The Consultant affirms that they will maintain appropriate boundaries between their services and the practice of law, and will implement all protocols described in this disclaimer to ensure that their services do not constitute the unauthorized practice of law.

FORMAL ACKNOWLEDGMENT AND ACCEPTANCE

By signing below, the Client acknowledges that they have read, understood, and agree to all terms and conditions outlined in this document, including all limitations of services provided and the recommendation to obtain qualified legal counsel for specific legal matters. This agreement, along with any scope of work proposals, constitutes the entire understanding between the parties regarding the services to be provided. This agreement is complementary to any other agreements between the parties; however, in the event of any conflicting statements or provisions, the terms outlined in this agreement shall supersede and take precedence over any prior or contemporaneous agreements.

CLIENT:

Company Name: _____

Authorized Representative Printed Name: _____

Title: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

SERVICE PROVIDER:

Peak Asset Perspectives Inc

Name: Justin Logan

Signature: _____

Date: _____

EFFECTIVE DATE OF AGREEMENT: _____