

## Expert Agreement

This expert agreement (“Agreement”) is by and between Engine International, Inc. (“Engine”) and the expert who agrees to these terms (“Expert”).

### **1. Expert Services.**

So long as Expert’s name appears in the Engine International, Inc. listing of active Experts, Expert will be reasonably available to respond to telephone and e-mail inquiries from Engine clients, and will diligently provide to such clients accurate and complete information, advice and assistance to the best of his or her ability with respect to the subject matter of such inquiries. While it is expected that such services will be provided by direct telephone or e-mail exchange of information between Expert and Engine clients, a limited review of materials and calculations related to such telephone or e-mail exchanges may be necessary to adequately respond to the client’s inquiries. In rendering services hereunder, Expert shall at all times be an independent contractor. Responsibility for any third-party claims for damages arising out of client’s use or inability to use the information provided by Expert will be assumed by the client unless the third-party claim is the direct result of the gross negligence or intentional wrongdoing of Expert.

### **2. Compensation.**

Compensation for consulting is negotiated on a project-by-project basis as agreed upon between Engine, Expert and the Client. Engine places no limits on Expert’s proposed project-based rates and fees.

Engine reserves the right to not pay Expert for services rendered hereunder if Engine elects not to charge for the services due to dissatisfaction by the client with such services.

For all consulting engagements, the expert will be set up as an independent contractor of Engine and the expert will invoice and bill Engine, not Engine’s client, since the expert will be working as an independent contractor of Engine. See the Expert Guide to Network Operations for more detailed information.

### **3. Policies and Procedures.**

Expert shall provide the services described in this Agreement in accordance with prevailing professional standards and with the policies and procedures from time to time established by Engine, including those set forth in Engine’s Expert Guide to Network Operations. Expert shall maintain records of all client communications. Engine reserves the right to modify the Expert Guide to Network Operations from time to time.

### **4. Client Confidential Information and Proprietary Rights.**

Expert agrees to treat all information received from Engine or Engine’s client as confidential and proprietary and not to use or disclose any of such information or the identity of any client without first obtaining the client’s or Engine’s express written authorization. Any information related to any screening call between Expert and an Engine client (including the fact that the screening call took place) shall constitute confidential information which Expert may not use or disclose without Engine’s prior written permission. Upon the reasonable request of a client, Expert agrees to enter into an appropriate form of non-disclosure Agreement with the client. All patents, patent applications, trade secrets, processes, formulas or other proprietary information arising out of or resulting from the services provided to a client by Expert pursuant to this Agreement shall be sole property of the client, and Expert shall assert no interest therein. Expert agrees to cooperate reasonably with clients to obtain patents or otherwise to protect any proprietary interests of client. It is understood that in providing such services, Expert will be entitled to reasonable compensation should such services extend beyond the event giving rise to the client’s request for cooperation. Expert’s obligations under this paragraph shall not apply to any information which documentary evidence shows to have been known to Expert at the time of disclosure, or to have been obtained by Expert from third-parties not under an obligation of confidence to the client, or to have entered the public domain through no fault of Expert. If Expert is a corporation or other legal entity, Expert shall obtain written commitments to the provisions of this paragraph from each person employed by or associated with Expert who has any access to information which Expert is required by this paragraph to keep confidential.

### **5. Expert’s Confidential Information and Proprietary Rights.**

Expert is not required to disclose confidential information or proprietary rights owned by Expert or any other person or entity during the course of an event. An Expert may, at Expert’s option, require client to sign a reasonable confidentiality agreement with respect to any information that Expert may

properly disclose subject to such an agreement. Expert agrees to indemnify and hold Engine harmless from any and all damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses resulting from any claims that Expert has wrongfully disclosed confidential or proprietary information of others.

## **6. Access to Clients.**

Expert shall make every attempt to return telephone calls and e-mails within 24 hours of receiving an inquiry from an Engine client. If Expert becomes unable to timely respond to client inquiries, the Expert may temporarily remove his or her name from the active list of experts and Engine shall have the right to remove Expert's name from the active list of Engine experts listed on the Website.

## **7. Additional Consulting Services.**

During the period when Expert is acting as an Engine Expert and for one (1) year after termination of this Agreement for any reason, should Expert provide any consulting services to an Engine-introduced client, the terms of such engagement shall be as agreed upon between Engine, Expert and the Client. Expert and Engine will work together to scope and propose work for all Engine-introduced clients. Many projects will require the expert and Engine staff to work together as a team to deliver the most valuable service as possible to the client. Engine is a full-service research firm providing everything from quick-turnaround answers to in-depth studies with our own staff as well as expert services via our network. The expert and the Engine representative will have a conference call with the client to determine the scope of work, schedule and fees/investment for the proposed project. The expert's rates for each individual project will be discussed and built into the proposal that is created by the Engine representative. Expert compensation for project-based research is negotiated on a project-by-project basis. The expert will be set up as an independent contractor of Engine and the expert will invoice and bill Engine, not Engine's client, since the expert will be working as an independent contractor of Engine. See the Expert Guide for more detailed information.

In the event that a project is initiated between an Engine-introduced client and Expert without Engine involvement ("Additional Services"), Expert must pay a referral fee to Engine. The referral fee is 20% of gross revenues minus reimbursable expenses. Expert acknowledges that Engine has invested substantial sums to market and promote its expert services under this Agreement and to encourage and facilitate free exchange between Expert and Engine's clients and that such factors enhance Expert's opportunity to contract with Engine clients. The provisions regarding referral payments of this Section shall not apply: (i) to payments for services rendered by Expert to U.S. federal government departments and agencies or (ii) to payments for services rendered by Expert where Expert's engagement to perform such services was the result of factors which are not materially related to Expert's relationship with Engine, as demonstrated by Expert to the reasonable satisfaction of Engine. Factors which Engine will consider when evaluating item (ii) in the foregoing sentence include the following: (a) Expert had performed services for or had initiated contacts with the client prior to Expert entering into this Agreement; or (b) Expert became known to the client through Expert's own efforts (through reputation, seminar presentations, Expert marketing or otherwise) during this Agreement or prior to Expert entering into this Agreement. If Engine discovers that Expert has failed to pay Engine for Additional Services, then in addition to any other rights Engine may have, Engine shall have the right to immediately remove Expert's name from the list of Engine experts on its website and/or terminate this Agreement.

## **8. Limitation on Other Activities.**

Except as limited above in Section 7, Additional Consulting Services, Expert is not prohibited or restricted in any manner from providing services of any kind which extend beyond the scope of this Agreement or from engaging in any other employment with clients of Engine or otherwise.

## **9. Termination.**

This Agreement may be terminated at any time and for any reason, by either party upon delivery of written notice to the other. Expert shall be paid for accrued fees due and owing, billed and unbilled, as of the date of termination. The obligations of Expert under Sections 4 and 7 hereof shall survive any termination of this Agreement. In addition, Expert will keep confidential all information concerning Engine's business or operations (including without limitation the Expert Guide to Network Operations as modified from time to time), will not copy any of such information, and shall return all such information to Engine upon termination of this Agreement.

## **10. Miscellaneous.**

# ENGINE

This Agreement and the Expert Guide to Network Operations constitute the entire agreement between Engine and Expert and, except as provided for in Section 3 hereof, may not be modified or amended without the written consent of both parties.

This Agreement supersedes all prior agreements of the parties. This Agreement shall be governed by the laws of the State of New York, without application of its conflict of law provisions. All legal proceedings relating to the subject matter of this Agreement shall be maintained in the New York state court or United States federal court sitting in New York, New York and Expert and Engine agree that jurisdiction and venue for any such legal proceedings shall lie exclusively with such courts.