

EXPERT WITNESS RETENTION AGREEMENT INITIATED BY TELEPHONE

Expert witness firm:

QED Research ("QED")
125 s. California Ave. #D-201
Palo Alto, CA 94306
TEL 650-321-9827
FAX 650-326-1769
Fed tax I.D. 87-0726104
Signature—QED Principal

Law firm client:_____

Attorney _____
Street address _____
City, state, ZIP _____
TEL: _____ FAX _____
Date of fax _____
Number of FAX pages (including cover) _____

Abbreviated case name _____ (P or D?)
Trial date _____ Court _____ Opposing attorney _____
Opposing law firm _____ Opposing expert _____
Hourly rate for preparation and travel _____
Hourly rate for testimony (2 hour minimum) _____
Initial retainer (refundable pro rata) payable upon expert disclosure _____

Acceptance by client: This faxed offer specifies the terms of the retention, and client indicates acceptance by either a) disclosing the QED Principal as a designated expert witness, or b) paying the retainer. No client signature is required to accept this contract.

Enclosures: _____ Resume of QED Principal _____ QED brochure _____ Information checklists

Responsibility: QED pledges its best efforts to supply high quality services, but cannot guarantee any result or standard of performance. Client agrees to indemnify and defend QED against any claims arising out of this retention.

Payment: QED will bill client periodically. Client will notify QED if the case settles. Invoices contain a 4% surcharge on professional time charges for costs of telephone, fax, photocopy, and out-of-pocket costs of local travel; such surcharge based upon the past relationship between these costs and professional time charges at QED. Client agrees to pay QED invoices within 30 days of the invoice date, or prior to testimony at deposition or trial, whichever comes first. Unless challenged in writing within 10 days of the invoice date, invoices will be deemed to be accepted by client. If client is late in payment, QED shall have the right to withdraw its expert witness services. A late charge will be assessed against late payments at a rate of 1.5% per month. Client has responsibility for payment of QED invoices regardless of the principal-agent relationship between the law firm client and its client.

Arbitration: Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be resolved by binding arbitration in California, administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in the arbitration proceedings shall be entitled to recover from the non-prevailing party all expenses of the arbitration and any expenses incurred in enforcing and collecting the arbitration award, including without limitation any reasonable attorney fees incurred by the prevailing party. The non-prevailing party shall pay the reasonable fees and expenses of the arbitrator(s).