



LITIGATION CONSULTING AGREEMENT

This agreement is made effective as of _____ by and between _____ and Pyrocop, Inc. of Lakewood, California and executed at Lakewood, California.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client," and the party who will be providing the services shall be referred to as "Consultant." Consultant has a background in fire protection, fire engineering, fire prevention, fire codes and standards, fire cause and origin investigation, and other related services and is willing to provide services to Client based on this background. Client desires to have services provided by Consultant. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES**

Beginning on _____ the Consultant will provide the following generally described services (collectively, the "Services"): review of medical files, answering specific fire related questions asked by Client and participating in case conferences. This may include but not limited to research, analysis, testing, inspection, review of materials, interviews, report preparation, expert testimony in depositions, mediation, arbitration and trial proceedings if necessary, reading and correction of deposition transcripts, and review and signing of affidavits and similar documents.

2. **PERFORMANCE OF SERVICES**

The manner in which the Services are to be performed, and the specific hours to be worked by Consultant shall be determined by the Consultant. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

3. **FEE SCHEDULE AND PAYMENT TERMS**

Please see *Appendix A* of this Agreement entitled *Fee Schedule and Payment Terms*.

4. **NEW PROJECT APPROVAL**

Consultant and Client recognize that Consultant's Services will include working on various projects for Client. Consultant shall obtain the approval of Client prior to the commencement of a new project.

5. **TERMINATION**

Either party through written notice to the other party may terminate this Agreement at any time. However, the terms of the Agreement shall remain in effect until all obligations outlined in this Agreement are fulfilled (e.g., documents, equipment or other materials referenced in Paragraph 12 are returned to Client; all outstanding invoices are paid in full to Consultant; etc).

6. **RELATIONSHIP OF PARTIES**

It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

Clients Initials: _____
Consultants Initials: _____

7. **DISCLOSURE**

Consultant is required to disclose any outside activities or interest, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interest of Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that Consultant may be involved with on behalf of Client.

8. **INJURIES**

Consultant acknowledges Consultant's obligation to obtain appropriate insurance coverage for the benefit of Consultant (and Consultant's employees, if any). Consultant waives any rights to recovery from Client for any injuries that Consultant (and/or Consultant's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Consultant or Consultant's employees.

9. **INDEMNIFICATION**

Client agrees to indemnify and hold Consultant harmless from all claims, losses, expenses, and fees including attorney fees, costs, and judgments that may be asserted against Consultant that result from the acts of omissions of Client, Client's employees, if any, and Client's agents.

10. **ASSIGNMENT**

Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Client.

11. **CONFIDENTIALITY**

Client recognizes that Consultant has and will have the following types of information, but not limited to, including: products, future plans, business affairs, process information, trade secrets, technical information, customer lists, product design information, and other proprietary information (collectively "Information") which are valuable, special, and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any information for Consultant's own benefit, or divulge, disclosure, or communicate in any manner any information to any third party without the prior written consent of Client. Consultant will protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

12. **RETURN OF RECORDS**

Upon termination of this Agreement, and at the request of Client, Consultant shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.

13. **NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposition in the United States mail, postage prepaid, addressed as follows below. Either party may change such addresses from time to time by providing written notice to the other in the manner set forth below.

February 5, 2008

Clients Initials: _____
Consultants Initials: _____

If for Client:

If for Consultant:

Robert Rowe, Principal
Pyrocop, Inc.
P.O. Box 3083
Long Beach, California 90803

14. **ENTIRE AGREEMENT**
This Agreement, including Appendix A (Fee Schedule and Payment Terms), contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties.
15. **AMENDMENT**
This Agreement may be modified or amended if the amendment is made in writing and is signed and dated by both parties.
16. **SEVERABILITY**
If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
17. **WAIVER OF CONTRACTUAL RIGHT**
The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
18. **APPLICABLE LAW**
Laws of the State of California shall govern this Agreement.

Clients Initials: _____
Consultants Initials: _____

19. **VENUE**

The venue for the below signed Agreement is Los Angeles County, California.

Party Receiving Services:

By: _____

Title: _____ Date: _____

Party Providing Services:

Robert Rowe, Principal
Pyrocop, Inc.
P.O. Box 3083
Long Beach, California 90803
(562) 425-3943 Office
(562) 496-3473 Fax

By: _____

Title: _____ Date: _____

Clients Initials: ____
Consultants Initials: ____

APPENDIX A

FEE SCHEDULE AND PAYMENT TERMS

CONSULTING

Consulting time, including but not limited to, research, analysis, testing, physical inspection, review of materials, interviews, consultations, telephone conferences, report preparation, reading and correction of deposition transcript, review and signing of affidavits and similar documents will be billed at a rate of \$225.00 per hour in six-minute increments plus expenses. Any time related to the case or project which is beyond the scope of an initial free consultation will be considered billable time. The hourly rate includes driving time, but excludes time spent in an airport and/or in-flight. Reasonable estimates of time to be spent working on any aspect of the case may be provided upon request.

Any consulting time expended outside the geographic area of Consultant (West of the Continental Divide within the United States of America, excluding the Hawaiian Islands and Alaska) will be billed at a per diem rate of \$2,000 per day plus expenses instead of being billed at an hourly rate.

DEPOSITIONS AND COURTROOM TESTIMONY/APPEARANCES

Consulting at depositions, court appearances, or other legal testimony will be billed as follows: (1) Depositions or other legal testimony taken within the geographic area of Consultant (West of the Continental Divide within the United States of America, excluding the Hawaiian Islands and Alaska) will be billed at \$250 per hour at a minimum of three (3) hour increments; (2) Deposition, court appearances, or other legal testimony taken outside of the geographic area of Consultant (West of the Continental Divide within the United States of America, excluding the Hawaiian Islands and Alaska) will be billed at a per diem rate of \$2,000 per day plus expenses instead of being billed at an hourly rate. Irrespective of geographic location, a cancellation fee of \$500.00 will be assessed unless at least seven (7) days advanced written notice is given to Consultant canceling or rescheduling date for Consultant to provide legal testimony. Billing is made for time being deposed, courtroom testimony, and waiting time. It is acknowledged that the Consultant will not be deposed or provide expert testimony if any invoices and/or retainer fees have not been paid prior to said depositions, court appearances, or other legal testimony.

EXPENSES

Consultant shall be entitled to reimbursement from Client for all actual out-of-pocket expenses including but not limited to lodging, meals, car rental, air fare, photography, overnight express mailing, parcel service fees, audio/visual aids, materials, electronic research fees, laboratory fees, couriers, major document photocopying and specialized commercial services. A flat-rate administrative fee of \$40.00 shall be applied per billing period (monthly) for telephone expenses, including wireless, facsimile, minor postage and minor photocopying. Air travel shall be coach class, or the most cost-effective seating available; the Client will arrange and pay for this transportation at travel times convenient to the Consultant. Automobile mileage will be billed at the current IRS allowance. Estimates of expenses may be provided upon request.

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TERMS

- A minimum retainer in the amount of \$3000, of which \$2000 is non-refundable will be required prior to beginning work on new case assignments for un-established accounts, and will be held and applied to the last invoice. This retainer applies to work conducted within my geographic area of my main office. See next paragraph for off-site/travel consulting.
- Prepayment of a retainer will be required for deposition, courtroom, or other legal testimony/appearance, based upon the estimated amount of time required to perform the function and the geography-specific rates quoted above, at least seven working days prior to the schedule event. Time spent on such testimony/appearance shall be billed against this retainer. Since such appearances may require travel outside my geographic area, all consulting and/or trial; deposition; mediation; and/or arbitration testimony appearances will be included in the *per diem* rate.
- All invoices are due when rendered. Any credit balance remaining on the account from the retainer(s) (excluding the non-refundable portion); after a case is completed will be refunded to the Client. Invoices 15 days past due will be charged interest at the rate of 1.5% per month (annual rate of 18%), and will be assessed a \$30.00 late fee per each month payment is late.
- Special tasks or areas of investigation might be recommended after initial evaluation of the assignment. Costs for and potential gains from such tasks will be discussed with the Client and will require approval before they are undertaken.
- Rates are subject to change. However, rates quoted at the time assignment is accepted will remain in effect for one year or until completion of assignment, whichever is earlier.
- Checks should be made payable to Pyrocop, Inc.

Clients Initials: _____
Consultants Initials: _____