



TERMS AND RETENTION AGREEMENT FOR LITIGATION SUPPORT SERVICES

Expert Witness Rates and Expenses for Elisa Mula

1. Expert's Fees and Expenses. The parties agree that the fee for all time the Expert spends on the case will be compensated at a rate of \$350.00/hour. It is agreed that this specifically includes (but is not limited to) research, conferences, consultations with the Client, reviewing documents, organizing documents, analysis, testing, responding to discovery requests, report writing, testifying, investigating, reading and signing deposition transcripts, local portal-to-portal travel, waiting time, preparing exhibits, preparing demonstrative aids, and preparation time for testifying at deposition, trial, hearing, arbitration or other venues. The expert's time will be tracked and invoiced to the nearest .5 of an hour. Duties that reasonably require overnight travel will be billed at the flat rate of \$1,000.00/day on-site in addition to the hourly rate set forth above for all work performed. In any and all events, Client will be responsible for all reasonable out-of-pocket expenses including, but not limited to travel, testing, research, copying, storage of evidence or documents, etc.

2. Payment Terms.

a. All payments are to be made to: EM Designs, LLC, Taxpayer ID No. 800858115.

b. The *non-refundable* retention retainer amount is \$5,000.00. Expert will invoice against this retainer. This non-refundable retainer amount is the minimum fee due Expert and is earned upon receipt.

c. Expert agrees to invoice client no less frequently than monthly.

d. All invoices will be paid within 30 days - or sooner if so specified in the retention agreement.

e. Overdue invoices will accrue interest at a rate of 1.5% per month.

f. Fees for any time the Expert is asked to reserve for testifying (at trial, hearing, deposition, arbitration, or other venue) and preparation for said testimony must be paid in advance and in full 5 (five) business days prior to the time reserved for the scheduled testimony. Expert is under no contractual obligation to reserve the time or appear to testify and provide opinions unless Expert has received this payment in full at least 5 (five) business days prior to the time reserved for the scheduled testimony.

This form is not intended to constitute legal advice and is not a substitute for the advice of an attorney.
An attorney or other appropriate source should be consulted if necessary.



g. Client is responsible for collecting any and all deposition fees owed by other lawyers or parties. In the event Expert's deposition fees are reduced by court order, Client shall still pay Expert's full fee specified in paragraph 1 of the retention agreement.

h. Expert will invoice Client upon completion of Expert's report(s). All fees must be paid in full before a report is released to Client, other parties or anyone else. Expert is under no duty to release a report until Expert has been paid in full for all work performed to date.

i. Expert will invoice Client before scheduled testimony for any outstanding fees and expenses for work performed to date. All such fees must be paid in full before Expert testifies. Expert is under no contractual duty to appear to testify and provide opinions until Expert has been paid in full for all outstanding services performed and expenses incurred on behalf of Client.

3. Fees for Late Notice Cancellation or Rescheduling of Testimony.

a. Client understands that Expert will suffer damages from late notice cancellation or rescheduling of Expert's testimony and that since the precise amount of these damages would be difficult to determine, Expert shall instead be entitled to the cancellation and rescheduling fees specified in paragraph 1 of the retention agreement.

b. The fees specified in paragraph 1 of the retention agreement are 100% refundable to Client in the event Expert's scheduled testimony is cancelled or rescheduled with notice to Expert of 5 (five) or more business days.

c. In the event Expert's scheduled testimony is canceled or rescheduled with 1 (one) or 2 (two) business days' notice, Expert may retain a cancellation fee of 50% of the amount from paragraph 1 of the retention agreement. The remaining amount will at the Client's option be applied to future testimony or refunded to the Client.

d. In the event of same-day cancellation or rescheduling of the Expert's Testimony or if the Expert's testimony is completed in less time than was reserved pursuant to paragraph 1 of the retention agreement, the Expert may retain 100% of the amount specified in paragraph 1 of the retention agreement.

e. In the event of any cancellation or rescheduling of testimony, Client shall be responsible for all non-refundable out-of-pocket travel expenses incurred by Expert such as airline tickets and hotel rooms. In the event the cancellation occurs after Expert has traveled out of state for purposes of the engagement, Expert shall be entitled to the \$1,000/day fee specified in Paragraph 3 of the retention agreement without refund.

Signature

Printed Name

Name of Law Firm

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