

EXPERT WITNESS RETENTION CONTRACT

This Contract, dated this th day of , 2024 (“Effective Date”), is entered into by and between the Law Firm of , (“Client”) and Business Name, Inc. (Street Address, Email@Domain.com, Cell: CellPhoneNumber, Fax: FaxNumber), (“Expert”) regarding the underlying legal matter of (“Matter”).

Whereas, Expert has experience in finance and investments and wishes to provide professional services including expert testimony on issues within Expert’s area of expertise.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Terms and Conditions of Engagement

1. Scope of Work

- a. The scope of work covered by this Contract will be determined by Client and Expert. These consulting services may include, but are not limited to, providing advice, expert testimony, expert reports, analyses, opinions, and/or conclusions, and any other consulting services Client may request Expert provide in conjunction with this Matter, without need for a separate or additional engagement letter.

2. Compensation to Expert

- a. The time Expert spends on Matter, excluding travel time, will be compensated at a rate of \$xxx (rate in text form) per hour, billed in increments of 1/10 (0.10) of an hour. Client and Expert also agree that Expert’s work specifically includes, but is not limited to, the following:
 - Meetings, conferences, and phone conferences with Client, those who they represent or with other professionals
 - Document review, organizing documents, research, data review and preparation, analysis, report writing, responding to discovery requests, notarization of documents
 - Testifying, being deposed, reviewing and approving deposition transcripts, portal-to-portal local travel, testimony or deposition waiting time, preparing demonstrative aids or exhibits, preparation time for testifying at deposition, trial, hearing, arbitration or other similar venues

Expert reserves the right to hire, at Expert’s expense, others to help with any of these tasks.

- b. In lieu of the above hourly rate, duties that reasonably require overnight travel will be billed at the flat rate of \$X,000 for each day on site. If Client cancels after Expert has traveled, the flat rate shall be charged per day of stay and travel.

Payment terms

- c. Client agrees to submit an Engagement Fee of \$X,000. The Engagement Fee will be retained as a credit against the final invoice. If the fees and expenses incurred do not exceed the Engagement Fee paid, Expert agrees to remit the unused portion of the Engagement Fee to Client upon receiving written confirmation that its services are complete and/or no longer required. Expert and Client agree that Expert has no duties to Client until this Contract has been mutually executed and the client has paid the Engagement Fee.
- d. Client agrees to reimburse Expert for reasonable and customary business travel expenses at cost, should Expert be called to testify, or for deposition and/or for travel when requested to meet with Client. In the event of any cancellation or rescheduling of testimony or a Client meeting, Client will be responsible for all non-refundable out-of-pocket travel expenses incurred by Expert, such as airfare and lodging. In addition, Client agrees to reimburse Expert for other direct engagement expenses, such as messenger and delivery services or copying documents. All airline flights taken by Expert shall be direct, non-stop, coach where possible. Flights longer than three hours may be business class.
- e. Client is responsible for collecting and paying all deposition fees owed by attorneys, law firms or other parties. In the event Expert's deposition fees are reduced by court order, Client shall still pay Expert's full fee specified in this contract.
- f. Expert shall send monthly bills for services performed to:
[REDACTED]

All payments are to be made to:

Business Name, Inc.

Street Address

Email@Domain.com

CellPhoneNumber

ACH transfer or bank wire transfer information is available on request

- g. Expert agrees to furnish an itemized statement of all hourly charges incurred monthly. The monthly bills will provide a breakdown of Expert's billing rate, the hours billed, and a brief description of tasks performed. Client agrees to submit payment for each monthly invoice within forty-five (45) days of receipt of any invoice. Overdue invoices will accrue interest at a rate of 1.5% per month.

3. Additional Provisions

- a. Client agrees to abide by the applicable rules of professional conduct for attorneys.
- b. Client agrees that payment to Expert is not dependent upon the findings which Expert renders, on the outcome of the Matter, or the amount or terms of any settlement of the Matter or on any contractual arrangement between the Client and any other person or party.
- c. Client understands that, at this time, Expert has not reached opinions in this Matter, and cannot represent or guarantee any opinion in advance. The Expert will provide independent and objective opinions based on the information available, without bias towards either party.

Client agrees that Expert's opinions are not preordained, might be contrary to Client's position in the Matter, and are subject to modification or change as a result of new or additional information. Any opinions that Expert develops during the course of this engagement will reflect Expert's independent, professional judgment.

- d. Expert is under no duty to provide and express opinions if Expert is given time deadlines or cost-based or other restrictions by Client that would not reasonably allow Expert to in good faith formulate and express his opinions with reasonable care.
- e. Expert will not have any obligation to issue a written report or other document, or communicate its research, analyses, or conclusions, and will have no obligation to appear for or provide written or oral testimony or evidence at trial, deposition or elsewhere, if any invoice to Client remains unpaid for more than 45 days. Expert will have no liability to Client, or any other person, by reason of not issuing a written report, appearing for, and/or providing testimony or other evidence because of Client's failure to pay all amounts due Expert, and Client agrees to indemnify Expert against any such liability.
- f. Client agrees to:
 - i. Make all payments as specified in this contract under the terms as specified in this contract.
 - ii. Provide Expert with copies of, or access to, all non-privileged, arguably relevant documents, evidence and other materials in the Matter.
 - iii. Notify Expert of all parties and attorneys in the case so that Expert can check for conflicts of interest.
 - iv. Keep Expert apprised of deadlines and expected completion dates.
 - v. Obtain Expert's advance approval (in order to check for accuracy) of any relevant portions of all discovery responses, court submissions, expert designation(s) or

other documents that summarize Expert's qualifications, methodology, opinion(s) and/or anticipated testimony.

- vi. Provide Expert with prompt notice of any *Daubert* motions, (*Frye* motions in California), motions *in limine*, or other pretrial motions made by other parties or persons to restrict, exclude or in any way limit Expert's testimony or Expert's participation in the Matter.
 - vii. Promptly provide the Expert with a complete and accurate transcript of any deposition in which the Expert participates. This is essential so that the Expert can review and verify the accuracy of the recorded testimony. Upon receipt of the deposition transcript, the Expert shall have the right to submit an errata sheet to correct any transcription errors or clarify any aspects of their testimony. The Client agrees to cooperate fully in this process and to ensure that any errata sheet submitted by the Expert is filed with the relevant court or legal body, as required.
 - viii. Be available as reasonably requested to meet with Expert prior to anticipated testimony.
 - ix. Promptly notify Expert of when and where Expert may be requested to appear to testify.
 - x. Promptly notify Expert of any rulings in the Matter concerning Expert.
 - xi. Notify Expert if Client is, or if Client becomes aware of, issues related to legal restrictions of Expert's involvement or testimony in the case could reasonably be deemed to be practicing Expert's profession without a license.
 - xii. Notify Expert of the settlement or final adjudication of the underlying legal matter.
- g. Expert agrees to:
- i. Truthfully represent Expert's credentials.
 - ii. Formulate with honesty and due care and truthfully express Expert's opinion(s) in those areas (and only those areas) where Expert feels qualified to render an opinion and where Client has requested an opinion.
 - iii. Be available on reasonable notice to testify and to consult with Client. Expert's cellular number is CellPhoneNumber and Email address is Email@Domain.com.
 - iv. Work exclusively with Client in the underlying legal matter unless the parties mutually agree in writing otherwise.

- h. All of the documents, exhibits, graphs or damages calculations created by Expert and/or subcontractors hired by Expert shall not be reproduced and/or distributed in any way to anyone not directly connected with this Matter without the prior written permission of Expert.
- i. Neither Client nor Expert shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond their reasonable control, including but not limited to, acts of God, death, disability, fire, epidemic, pandemic, or other casualty, strike or labor dispute, war or other violence, any law, order or requirement of any governmental agency or authority or other emergencies that make it illegal or impossible to carry out the agreement.

4. Term and Termination

- a. This contract shall be terminated upon written notice to Expert from Client at any time, by Expert's withdrawal as discussed below, at such time as Client is no longer involved in the underlying legal matter, or upon the settlement or final adjudication of the underlying legal matter. In the event of termination Client is still responsible for all sums owed Expert.

5. Conflicts

- a. Expert has undertaken a reasonable review of its records to determine Expert's direct professional relationships with persons or entities identified by Client as parties to the Matter and concluded that no conflict exists that would, in Expert's opinion, prevent Expert from accepting and performing this engagement. Expert cannot guarantee that all potential conflicts have or will become known. Client agrees to notify Expert about any changes and all new parties, including any attorneys and law firms, that would require a conflict check.
- b. Client has investigated and verified Expert's credentials and agrees that Expert is conflict-free, qualified, and credible in all respects to perform the services described in this Contract.
- c. Expert shall have the absolute right to withdraw, without any liability, from the case if Client violates any of the duties specified in this contract or if:
 - Expert discovers a conflict of interest which precludes Expert's further involvement in the underlying legal matter.
 - Expert discovers that because of legal restrictions Expert's involvement or testimony in the case could reasonably be deemed to be practicing Expert's profession without a license.

Notice of withdrawal shall be in writing from Expert to Client. In the event of withdrawal, the parties agree that Client remains fully liable for all accrued but unpaid fees, expenses, and interest.

6. Limitation of Liability

- a. IN NO EVENT SHALL ANY OF THE PARTIES HERETO BE LIABLE TO THE OTHER FOR THE PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR EXPENSES IN RESPECT OF ANY CLAIM ARISING UNDER THIS CONTRACT EXCEPT AMOUNTS DUE EXPERT FOR UNPAID INVOICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR ANY DAMAGES ARISING IN CONNECTION WITH ITS PERFORMANCE, NONPERFORMANCE, OR DELAY IN PERFORMING ITS OBLIGATIONS UNDER THIS CONTRACT, OR IF ANY REMEDY IS FOUND TO FAIL OF ITS ESSENTIAL PURPOSE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT FOR THE PERFORMANCE OF SERVICES HEREUNDER.
- b. Any controversy or claim arising out of, or relating to, this Contract, or the breach thereof, shall be resolved through arbitration conducted in accordance with the JAMS Streamlined Arbitration Rules and Procedures and shall be brought in San Francisco, California. The substantive law of the State of California will be the governing law without regard to conflict of law principles or choice of law provisions, to the extent such principles would require or result in the application of another state's laws. The arbitration award will be enforceable in any state or federal court and may be confirmed by judgement. If any action, claim, or arbitration shall be brought to enforce this Contract, including equitable and injunctive relief, the prevailing party shall be awarded and receive from the non-prevailing party all costs, expenses, including all arbitration fees and reasonable attorney's fees incurred in the action and on any appeal. In addition, the Client shall be responsible for payment of attorney's fees and expenses associated with the Expert's efforts to collect monies owed under terms of this Contract. THE EXPERT AND CLIENT UNDERSTAND THAT THEY ARE WAIVING THE RIGHT TO A JURY TRIAL FOR CLAIMS SUBJECT TO ARBITRATION ACCORDING TO THIS SECTION.
- c. Any award shall not exceed the amount of fees paid or billed by Client hereunder. Client expressly waives any claim in excess of the amount of fees paid by Client hereunder and agrees that any recovery shall not exceed that amount. Any such award shall be in satisfaction of all claims by Client against Expert.

7. Survival

- d. All provisions of this Contract shall survive the expiration or termination of the Matter and/or this Contract.

8. Miscellaneous

- e. **Assignment.** This Contract shall inure to the benefit of, and be binding upon, each of the parties hereto, and their successors and permitted assigns. Any attempted assignment, delegation or transfer will be null and void and of no effect. Each party agrees that it may not assign his interest, rights or duties under this Contract to any other person or entity without the other party's express written prior approval, notwithstanding Expert's right to hire others as specified in this Agreement.
- f. **Entire Understanding; Amendments.** This Contract constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior or contemporaneous written and oral agreements with respect to its subject matter. Except as provided expressly herein, this Contract shall not be modified, amended, or in any way altered except by writing executed by both of the parties. No waiver of any provision of this Contract, or of any rights or obligations of any party hereunder, will be effective unless in writing and signed by the party waiving compliance.

This Contract may be executed in one or more counterparts, each of which may be signed and transmitted via facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document. Any notices under this Contract must be in writing, may be faxed, sent by express 24-hour guaranteed courier, or hand-delivered, or may be served by depositing the same in the United States mail, addressed to the party to be notified, postage-prepaid and registered or certified with a return receipt requested. The address of the Parties for the receipt of notice shall be as set forth on the first page hereof. Each notice given by registered or certified mail shall be deemed delivered and effective on the date of delivery as shown on the return receipt, and each notice delivered in any other manner shall be deemed to be effective as of the time of actual delivery thereof. Each Party may change that Party's address for notice by giving notice thereof.

- g. **Enforceability.** If any part of this Contract shall be adjudged by any court of competent jurisdiction to be invalid, unforeseeable, illegal or unenforceable, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the Parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such court, the unenforceable, invalid or illegal provision shall be deemed deleted, and the legality, validity and enforceability of the remaining provisions shall not be affected thereby and shall be enforced to the maximum extent permitted by applicable law. If any remedy set forth in this Contract is determined to have failed of its essential purpose, then all other provisions of this Contract, including the limitations of liability and exclusion of damages, shall remain in full force and effect. If either party agrees to waive its right to enforce any term of this Contract, it does not waive its right to enforce any other terms of this Contract.
- h. **Not a Law Firm, No Legal Advice Rendered.** Business Name, Inc. is not a law firm and FirstName LastName is not an attorney. The scope of any activities performed by

Business Name, Inc., FirstName LastName or any subcontractors or employees of
Expert is limited to consulting.

- i. The individual signing this contract represents and warrants that he/she is duly
authorized to bind Client.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have
executed this Contract as of the day and year first written above.

By: _____

Print Name:

Title:

By: _____

Print Name: FirstName LastName

Title: CEO, Business Name, Inc.