

## Management Consulting Agreement

This Management Consulting Agreement (the "Agreement") is made between Jean-Frederic Abouardham, Ph.D., 1061 El Monte Avenue, Suite B, Mountain View, CA 94043, ("JFA"), and \_\_\_\_\_

\_\_\_\_\_  
(the "Client").

The Client hereby engages JFA to provide the services described in the Task Order which is attached hereto and incorporated herein by this reference (the "Services"), and JFA accepts such appointment.

Now, therefore, in consideration of the promises and covenant contained herein, the parties agree as follows:

**1. Term.** The Agreement shall commence upon the latest signature date, and shall remain in effect for \_\_\_\_\_ (\_\_\_) months, unless sooner terminated as allowed herein. The parties may extend the term or any subsequent term of this Agreement by executing a separate written Agreement of extension.

**2. Termination.** The Client may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) days prior written notice. JFA shall be entitled to payment for all Services satisfactorily performed up to date of termination; if JFA's fee is a definite sum for completion of Services, JFA shall be paid for the percent of Services satisfactorily completed. The Client shall be entitled to receive all work product completed or in progress as of the date of termination or cancellation. The Client shall have no other liability arising out of termination. Either party may cancel this Agreement immediately, in whole or in part, for default, breach, insolvency, bankruptcy, inability to pay debts, or similar financial circumstances by the other. The non-defaulting party shall give the other party written notice and three days opportunity to cure.

**3. Service Fee and Payment.** JFA shall devote such time, attention, and energy to the business and affairs of the Client as requested by the Client and agreed upon in the Services. JFA shall issue invoices at the end of each month for Services provided on an ongoing basis. JFA will use a Time and Expenses model for payment as indicated in the Services. Invoices will contain an itemized description of all charges, expenses, costs, service description, and all state, federal, sales, or other applicable taxes separately. All undisputed invoices will be paid within thirty (30) days of receipt. Payment shall not constitute acceptance or approval of Services or a waiver by the Client of any right.

**4. Scope of Service.** The Services to be provided by JFA are explained in the Task Order.

**5. Independent Contractor.** JFA hereby declares and agrees that he is engaged in an independent business and will perform his obligations under this Agreement as an independent contractor and not as the agent or employee of the Client; that JFA will be solely responsible for all matters relating to payment and social security, withholding and all other federal, state, and local laws, rules and regulations governing such matters; and that JFA will be responsible for his own acts during the performance of his obligations under this Agreement.

**6. Subcontractors.** JFA may delegate the performance of any of his obligations under this Agreement to agents and/or subcontractors with the understanding that JFA shall remain solely responsible for agents and/or subcontractors' performance of his obligations under this Agreement.

**7. Ownership.** All resulting technical or business information, in whatever medium or format, prepared by JFA in the course of or as a result of work performed hereunder ("Prepared Information") shall be promptly furnished to the Client. All such Prepared Information shall be deemed proprietary information and become the property of the Client. Neither party grants the other party any express or implied licenses under any patents, copyrights, trade secrets, trademarks, or other intellectual property rights, except to the extent necessary for each party to fulfill its obligations to the other under this Agreement. Notwithstanding the foregoing, the Client acknowledges that JFA has developed and will utilize previous business relationships, software, databases ("Tools") that will remain his exclusive property.

### **8. Confidential and Proprietary Information.**

**8.1** "Confidential Information" means any information in any form which was or is: (i) designated as confidential by the Client; (ii) acquired or developed in the performance of the Services; or (iii) obtained from an employee of the Client or its affiliates (including, for example, any know-how, business information, business plans, development programs or products of the Client or his affiliates, as well as personal thoughts and/or feelings shared in confidence) in connection with the performance of the Services. Such Confidential Information shall be governed

by this Agreement, and not by the terms of any separate Confidential Disclosure Agreement previously signed by the parties.

**8.2** During and after the term of this Agreement, JFA will not, except as directed in writing by the Client: (i) directly or indirectly disclose Confidential Information to anyone except authorized Client's employees; (ii) use any Confidential Information for any purpose other than the performance of this Agreement; or (iii) directly or indirectly publish any Confidential Information.

**8.3** JFA will take such steps as may be reasonably necessary to prevent Confidential Information from becoming known by unauthorized and/or inappropriate persons, per JFA's judgment. The provisions of this Section 8 shall not apply to any information that becomes generally known in the trade without JFA's fault or which JFA rightfully receives from a third party without a duty of confidentiality, except that JFA shall not disclose the fact that JFA received it from the Client or its affiliates.

## **9. Warranty and Indemnity.**

**9.1** JFA warrants that any products, materials and/or Services furnished by him hereunder to the Client shall be delivered or performed free of any claim of any person by way of patent, trade secret, copyright, trademark infringement or any other proprietary right of any person. JFA warrants and represents that: (i) JFA has title to and is lawful owner of all materials and supplies provided hereunder; (ii) such materials and supplies are free of any security interests, claims, liens or any other encumbrances whatsoever; (iii) JFA has good right to assign, transfer and convey them.

**9.2** There is no other warranty, expressed or implied, attached to the delivery of the Services and/or their results for the Client. Neither party shall be liable to the other party for (i) direct damages; or (ii) any indirect, incidental, consequential, special or exemplary damages arising from this Agreement, such as, but not limited to, loss of revenues or anticipated profits or lost business, except that either party shall be entitled to receive consequential damages for a breach of Section 8 (Confidentiality).

**10. Governing Laws.** This Agreement shall be construed and interpreted according to the laws of the State of California.

**11. Compliance with Laws.** Each party shall comply, at its own expense, with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder.

**12. Assignment.** Any assignment or delegation of the rights or obligations hereunder, in whole or in part, or any other interest hereunder, without the Client's written consent, shall be void. Either party reserves the right to assign this Agreement to any parent, subsidiary, affiliate, or successor.

**13. Survival.** The provisions of this Agreement that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination, or cancellation of this Agreement.

**14. Notices.** For purposes of communication, approval, or authorization concerning any matter pursuant to this Agreement, all communications shall be in writing, or if oral shall be reduced to writing, and made by US Mail or other delivery service, facsimile, or personal service to the addresses noted above. Either party may change its address by giving written notice to the other party.

**15. Entire Agreement.** This Agreement sets forth the entire agreement and supersedes any and all prior agreements, written or oral, between the parties with respect the Services set forth herein. Neither party shall be bound by, and each party specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered by the other party in any correspondence or other document, unless the party to be bound thereby specifically agrees to such provision in writing.

The parties intending to be legally bound have caused this Agreement to be executed on the date(s) set forth below.

\_\_\_\_\_  
Jean-Frederic Aboudarham, Ph.D.  
Management Consultant

Date: \_\_\_\_\_

\_\_\_\_\_  
For the Client: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Task Order

JFA will perform management consulting services for the Client for \_\_\_\_\_ (\_\_\_\_) months starting on \_\_\_\_\_.

These services will include:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

This program, which includes preparation time and expenses, will be charged as follows and billed monthly.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

\_\_\_\_\_  
Jean-Frederic Abouardham, Ph.D.  
Management Consultant

Date: \_\_\_\_\_

\_\_\_\_\_  
For the Client: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_