

Momentum Innovation Technology, LLC d/b/a MIT Experts

Forensic Expert Independent Contractor Agreement

This Independent Contractor Expert Witness Agreement ("Agreement") is entered into as of _____ ("Effective Date"), by and between Momentum Innovation Technologies, LLC, a Utah limited liability company, doing business as MIT Experts ("MIT Experts", "MIT", or "Company"), and _____, an individual or professional entity ("Expert"). The Company and the Expert may be referred to individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, MIT Experts operates as a professional services platform, incubator program, and provides administrative support services for independent subject matter expert consultants who provide expert witness services in litigation matters; and

WHEREAS Expert is a professional in their respective field and desires to provide expert witness services through MIT on an independent contractor basis;

NOW THEREFORE the Parties agree as follows:

1. Scope of Services

- a. MIT Experts operates as a professional services platform and incubator program that facilitates introductions between attorneys and independent subject matter expert consultants and provides administrative support services, including: scheduling, billing, training, document management, marketing, and quality assurance processes
- b. Experts may be introduced to attorneys or clients through MIT Experts (MIT Introduced Relationship), but Expert shall be retained directly by such attorneys or clients for each engagement. MIT Experts may facilitate billing and administrative coordination on behalf of Expert; however, Expert remains solely responsible for all substantive expert opinions and testimony. MIT-Introduced Relationship means any attorney, law firm, insurer, corporate client, or other engagement source first introduced to Expert through MIT, whether directly or indirectly, during the term of this Agreement.
- c. Each engagement may include:
 - i. Reviewing documents, discovery, evidence, videos, data, and reports
 - ii. Conducting site inspections and incident reconstructions
 - iii. Preparing written expert reports and opinions
 - iv. Consulting with attorneys retained by MIT's clients
 - v. Depositions, hearings, mediations, and trial testimony
 - vi. Participating in training, mentoring, and administrative presentation and procedural consistency reviews

vii. Administrative or consulting services mutually agreed upon

2. Limitations on Scope of Services

- a. Expert Opinions: MIT Experts does not itself provide expert opinions, engineering analysis, or testimony. All such professional services are performed solely by the Expert in their independent professional capacity
- b. Legal Advice: MIT Experts does not provide legal advice, legal strategy, or legal representation. MIT Experts acts solely as an administrative and expert coordination platform.
- c. Engagements: Company is not obligated to offer and does not guarantee any minimum number of engagements, and Expert is not obligated to accept any specific engagement.
- d. No Duty to Place Cases: MIT has no obligation to market, place, assign, or secure engagements for Expert and makes no representation regarding anticipated case volume or revenue opportunities.
- e. Expert Opinion Admission: MIT Experts makes no representation or warranty that any expert opinion or testimony will be admitted by any court or tribunal.
- f. Case Outcomes and Strategy: Expert and MIT Experts make no guarantee regarding case outcomes, settlements, verdicts, or litigation strategy.
- g. No Reliance on Future Opportunities: Expert acknowledges that no representations have been made regarding future case assignments, anticipated revenue, or long-term business opportunities.
- h. No Authority to Bind MIT: Expert shall have no authority to enter into contracts, make representations, incur obligations, or bind MIT Experts in any manner unless expressly authorized in writing.

3. MIT Expert Incubator & Training Program: Expert acknowledges that:

- a. MIT Training Materials: MIT provides proprietary training, litigation education, templates, methodologies, processes, attorney expectations, and case-analysis frameworks ("MIT Training Materials").
- b. Training Compensation: Expert may initially be compensated at a lower hourly rate during onboarding, mentoring, and training periods. Such training constitutes valuable consideration supporting the restrictive covenants and term commitments in this Agreement. In the event of early termination, training compensation may need to be reimbursed per the terms in paragraph 4.c. below.
- c. No Employment Relationship: Participation in training does not create an employment relationship.

4. Term, Commitment, and Termination

- a. Initial Term: The initial term of this Agreement shall be three (3) years from the Effective Date ("Initial Term"), unless earlier terminated in accordance with this Agreement.
- b. Renewal: Following the Initial Term, the Agreement may continue on a month-to-month basis unless terminated by either Party with thirty (30) days' written notice.
- c. Training Investment & Early Termination Reimbursement

- i. Expert acknowledges that MIT incurs significant costs in connection with Expert's onboarding and participation in the MIT Expert Incubator Program, including training, mentoring, materials, platform access, branding, software licenses, marketing spend, mock deposition training, travel, and case placement (collectively, the "Training Investment").
- ii. If Expert voluntarily terminates this Agreement, or materially breaches this Agreement, before completion of the Initial Three-Year Term, Expert agrees to reimburse MIT as follows:

Time of Termination	Reimbursement Obligation
Within Year 1	100% of Training Investment
Within Year 2	66% of Training Investment
Within Year 3	33% of Training Investment
After Year 3	\$0

- iii. The Parties acknowledge that the reimbursement obligations set forth herein are intended as a reasonable estimate of MIT's actual onboarding and training costs and are not intended as a penalty. A reasonable estimate of MIT's actual costs, independent of lost profits or other damages, and MIT may offset unpaid reimbursement amounts against amounts otherwise owed to Expert.
- d. Termination: Either Party may terminate for material breach upon written notice and failure to cure. MIT may immediately terminate for ethical violations, dishonesty or misrepresentation, breach of confidentiality, or non-circumvention. Termination does not relieve Expert of post-termination obligations.
- e. Survives Termination: The following provisions shall survive termination or expiration of this Agreement: Confidentiality, Intellectual Property, Non-Circumvention (as limited to MIT-introduced relationships), Indemnification, and payment obligations accrued prior to termination.

5. Compensation

- a. Compensation: Expert shall be compensated on an hourly basis for time actually worked and approved by MIT. Hourly rates may vary based on: training vs. fully qualified status, type of matter, complexity and jurisdiction, testimony vs. consulting work. Rates shall be outlined in Schedule A (attached), which may be updated by mutual written agreement. Expert is responsible for all taxes,

insurance, licensing, and professional expenses unless expressly reimbursed in writing.

- b. Payment Collection: MIT shall have no obligation to compensate Expert for unpaid amounts not actually received from retaining counsel unless otherwise agreed in writing.

6. **Independent Contractor Status**

- a. Independent Contractor: The Parties expressly agree that Expert is an independent contractor and not an employee, partner, joint venturer, or agent of the Company. Nothing in this Agreement shall be construed to create an employment relationship.
- b. Expert Acknowledgement: Expert acknowledges and agrees that:
 - i. Expert controls the manner and means of performing services
 - ii. Expert supplies their own tools, licenses, equipment, and insurance
 - iii. Expert may perform services for others, subject to this Agreement
 - iv. Expert is not eligible for MIT benefits, unemployment, workers' compensation, or overtime
 - v. Expert is solely responsible for all federal, state, and local taxes
- c. Independent Professional Practice: Expert represents that they operate an independent professional practice in their respective field and provide services to multiple clients outside of MIT Experts. Expert's participation on the MIT platform does not constitute employment or exclusive engagement.
- d. Direct Retention by Counsel
 - i. Expert acknowledges that in each litigation matter, the retaining attorney or client retains the Expert directly for the purpose of providing independent expert analysis and testimony.
 - ii. MIT Experts acts solely as an administrative platform providing coordination, training, and billing support.
 - iii. MIT Experts does not control, direct, or influence the Expert's professional opinions, conclusions, methodology, or testimony.
 - iv. All opinions expressed by Expert are solely those of Expert and not those of MIT Experts.
 - v. Nothing in this Agreement shall be construed to create an agency relationship whereby MIT Experts directs the substance of Expert's analysis or testimony.
- e. No Agency Relationship: Expert is not an agent of MIT Experts for purposes of forming expert opinions or providing testimony. Expert retains full and exclusive control over analytical methods, conclusions, opinions, report content, and testimony. MIT Experts may provide administrative coordination, scheduling, formatting support, and quality-control review for compliance with professional standards, but shall not control the substance of Expert's professional conclusions.
- f. No Exclusive Relationship. Nothing herein shall create an exclusive relationship between MIT and Expert.

- g. No Partnership: Nothing herein creates a partnership, joint venture, fiduciary relationship, or employer-employee relationship between the Parties.
- h. No Ownership Interest: Nothing in this Agreement grants Expert any ownership interest, equity interest, voting rights, profit-sharing rights, or management authority in MIT Experts unless separately agreed in writing.
- i. No Fiduciary Duty: The Parties acknowledge that no fiduciary relationship is created by this Agreement.

7. Objective and Independent Expert Opinion:

- a. Objective Expert Duty: Expert acknowledges that the duty of an expert witness is to provide objective and unbiased professional opinions to assist the trier of fact. Expert shall not provide testimony contingent upon case outcome and shall disclose any limitations, uncertainties, or assumptions underlying Expert's analysis. Compensation shall not be contingent upon litigation outcome, settlement amount, testimony substance, admissibility of opinions, or success of any legal position.
- b. Independent Professional: Each Expert engaged through MIT Experts acts as an independent professional retained directly by counsel to provide expert analysis and testimony. MIT Experts neither prepares nor adopts the Expert's opinions and shall not be responsible for the substance, methodology, or conclusions of any expert report or testimony.
- c. Independent Opinion: Expert shall independently determine all analytical methods, assumptions, testing procedures, and conclusions used in forming expert opinions. Neither MIT Experts nor retaining counsel shall direct, control, or dictate the substance of Expert's professional opinions. All conclusions expressed in any report, affidavit, or testimony are solely those of the Expert exercising independent professional judgment.
- d. Accepted Professional Methodologies: Expert agrees that all analyses and opinions shall be based upon reliable principles and methods customarily relied upon by professionals in the Expert's field and applied to the facts of the case in a scientifically or technically valid manner. Expert shall utilize methodologies that are capable of explanation, verification, and peer evaluation consistent with applicable professional standards and the requirements of Federal Rule of Evidence 702 or corresponding state rules of evidence.
- e. Expert Authorship and Responsibility: Expert shall personally review, approve, and adopt all expert reports, declarations, and testimony issued under Expert's name. Administrative or editorial assistance may be provided for formatting, citation management, or document organization; however, all analytical content, opinions, and conclusions shall be determined and approved by the Expert.
- f. Reliance Disclaimer: Expert acknowledges that MIT does not guarantee the accuracy, completeness, or legal sufficiency of materials provided by attorneys, clients, or third parties.
- g. Artificial Intelligence Usage: Expert shall not utilize artificial intelligence tools to generate substantive expert opinions, technical conclusions, or analytical findings without personally reviewing, validating, and independently adopting all such

content. Expert remains solely responsible for all opinions, analyses, and testimony issued under Expert's name.

- h. Draft Reports and Expert Communications: Expert may prepare preliminary analyses, draft reports, working notes, and internal memoranda during the course of an engagement. Such materials are intended solely for internal analytical development and consultation with retaining counsel and are not final expert opinions. Consistent with Federal Rule of Civil Procedure 26(b)(4), drafts of expert reports and most communications between Expert and retaining counsel are intended to remain protected from discovery except to the extent disclosure is required by applicable law or court order. Only the final signed expert report, together with materials required to be disclosed under applicable rules of civil procedure, shall constitute Expert's formal opinions.
- i. Record Preservation: Expert agrees to preserve all materials, data, photographs, notes, testing information, and communications required under applicable discovery obligations and litigation hold requirements.
- j. File Ownership and Retention: Expert shall maintain litigation files consistent with applicable professional standards and court rules. Unless otherwise required by law or court order, MIT shall not be deemed the custodian of expert files or opinions.
- k. Subpoena / Court Order: In the event of any subpoena, court order, or compulsory process relating to confidential information or expert materials, the receiving Party shall provide prompt notice to the other Party to permit appropriate objections or protective measures.
- l. No Duty to Testify: Expert retains the right to decline testimony or withdraw from testimony where Expert concludes that opinions cannot be supported to a reasonable degree of professional certainty, where ethical obligations require withdrawal, or where continued participation would be professionally inappropriate.
- m. No Alteration of Opinions: Neither MIT nor retaining counsel shall alter, rewrite, or materially modify Expert's substantive opinions without Expert's express review and approval.
- n. Engagement Coordination: Expert shall coordinate with MIT management for Engagement coordination and administrative intake, administrative and formatting review processes, Scheduling and billing, and Case communications. Any administrative coordination or procedural review performed by MIT is intended solely to support professional presentation consistency, billing administration, scheduling coordination, and litigation logistics, and shall not alter Expert's independent contractor status or professional independence.
- o. Discovery Coordination: Expert agrees to cooperate reasonably with retaining counsel regarding discovery obligations, disclosures, deposition preparation, and preservation requirements under applicable procedural rules.
- p. Conflict Checks: Prior to accepting any engagement, Expert shall promptly disclose any actual or potential conflicts of interest, including prior retention by adverse parties, financial interests, personal relationships, prior testimony, or any

circumstance that could reasonably affect Expert's independence or credibility. MIT reserves the right to decline or terminate any engagement based upon actual or perceived conflicts.

- q. Expert Withdrawal Rights: Expert may withdraw from an engagement if continued participation would violate professional ethics, create a conflict of interest, or materially impair Expert's professional independence. In the event Expert withdraws or becomes unavailable, MIT may assist retaining counsel in locating replacement experts without liability to Expert.

8. Credential Verification & Ongoing Accuracy

- a. Representations and Warranties: Expert represents and warrants that all information provided to MIT, including but not limited to: Educational degrees and institutions; Professional licenses and certifications; Employment history and experience; Publications, speaking engagements, and prior testimony; and Disciplinary history or sanctions; is true, accurate, complete, and not misleading, whether provided verbally, in writing, on a CV, biography, marketing materials, or testimony.
- b. Ongoing Duty to Update: Expert shall promptly notify MIT in writing of any material change affecting credentials, including: License suspension, restriction, or expiration; Disciplinary action or investigation; Criminal charges or convictions related to professional conduct; Material inaccuracies discovered post-disclosure; Expert is solely responsible for maintaining all professional licenses, certifications, continuing education requirements, and regulatory compliance applicable to Expert's profession and jurisdiction.
- c. Verification Authorization: Expert authorizes MIT to: Verify credentials with educational institutions, licensing boards, courts, and professional organizations; Request documentation reasonably necessary to confirm credentials; Share verified credential information with attorneys and courts as appropriate
- d. Material Breach: Any material misrepresentation, omission, or exaggeration of credentials shall constitute immediate grounds for termination for cause.
- e. Indemnification for Credential Issues: Expert shall indemnify and hold harmless MIT and its clients from any claims, sanctions, exclusions, or adverse rulings arising from inaccurate or misleading credential representations.

9. Confidentiality, Privilege, Data Protection

- a. Confidentiality & Non-Disclosure: Expert shall not disclose or misuse any confidential or proprietary information of MIT, including but not limited to: Training materials; Client and attorney identities; Case strategies, pricing, and engagement terms; Internal processes, templates, and methodologies; and Non-public expert evaluations or peer reviews. This obligation survives termination.
- b. Attorney-Client Privilege Coordination: The Parties acknowledge that many communications may involve attorney work product, consulting expert protections, or attorney-client privileged materials, and both Parties shall cooperate in preserving such protections where applicable.

- c. Cybersecurity / Data Protection: Expert shall maintain reasonable administrative, technical, and physical safeguards to protect confidential information, litigation materials, electronically stored information, and personal data from unauthorized access, disclosure, or loss.

10. Non Circumvention, Subversion, and Intellectual Property

- a. Non-Circumvention: During the term of this Agreement and for two (2) years thereafter, Expert shall not, directly or indirectly Accept expert engagements from any attorney, law firm, insurer, or client introduced by MIT outside of MIT; Solicit MIT clients or attorneys for competing expert services; or Use MIT relationships to bypass MIT's role in engagements. All engagements introduced through MIT must flow through MIT unless expressly released in writing. This provision applies only to relationships introduced through MIT and does not restrict Expert's independent pre-existing relationships.
- b. Non-Subversion / Non-Interference: Expert shall not Undermine MIT's relationships with attorneys, courts, vendors, or other experts; Disparage MIT or its experts in professional settings; Interfere with MIT's management, pricing, or case allocation; or Encourage other experts to bypass or leave MIT for competing platforms.
- c. Intellectual Property: All MIT training materials, templates, checklists, and methodologies remain MIT's exclusive intellectual property. Expert retains ownership of their pre-existing professional knowledge and credentials. Expert grants MIT a perpetual, royalty-free license to use Expert's reports, testimony excerpts, credentials, and work product for internal training, marketing (non-confidential), and quality assurance, subject to court orders, confidentiality obligations, protective orders, and attorney-client restrictions.

11. Expert Professionalism

- a. Professional Reputation: Expert acknowledges that credibility, neutrality, and professional reputation are essential to expert witness services and agrees to avoid conduct reasonably likely to materially impair MIT's professional reputation.
- b. Media & Publication Policy: Expert agrees to comply with MIT's Media, Publication & Public Comment Policy, incorporated herein by reference, including prohibitions on case-specific disclosures and unauthorized media appearances.
- c. Professional Standards & Ethics: Expert agrees to maintain all required professional licenses and credentials; provide honest, independent, defensible opinions; avoid contingency-based compensation; and comply with applicable rules of evidence, ethics, and expert-witness standards
- d. MIT reserves the right to decline any engagement that poses reputational or ethical risk, including potential conflicts or legal exposure.

12. INSURANCE + INDEMNIFICATION

- a. Insurance: Expert represents and warrants that they maintain, or will maintain during the term: Professional liability/errors & omissions insurance is customary for their profession; Coverage limits of not less than \$1,000,000 per occurrence (unless waived in writing). Upon request, Expert shall provide proof of coverage. MIT does not provide malpractice or professional liability insurance for Expert.

- b. Expert Indemnification: Expert shall indemnify, defend, and hold harmless MIT, its members, managers, officers, and clients from claims arising out of: Expert's negligent or wrongful acts, Misrepresentation of credentials, Ethical violations, Testimony inconsistent with Expert's stated opinions, and Breach of confidentiality or non-circumvention
- c. MIT Limitation of Liability: MIT shall not be liable for: Court rulings excluding testimony, Case outcomes, Attorney strategy decisions, or Use or misuse of Expert opinions by counsel
- d. Mutual Indemnity: Nothing herein requires Expert to indemnify MIT for MIT's own fraud or intentional misconduct.

13. Miscellaneous

- a. Governing Law & Venue: This Agreement shall be governed by the laws of the State of Utah, without regard to conflicts of law principles. Venue shall lie in Utah courts.
- b. Injunctive Relief: Expert acknowledges that breach of clauses regarding confidentiality, non-circumvention, non-subversion, non-interference, intellectual property protection, and privileged information, would cause irreparable harm. MIT shall be entitled to injunctive relief without posting bond, in addition to other remedies.
- c. Arbitration: Any dispute arising out of or relating to this Agreement shall be resolved by confidential binding arbitration administered by the American Arbitration Association in Utah County, Utah under its Commercial Arbitration Rules. The prevailing Party shall be entitled to recover reasonable attorneys' fees and costs. Nothing herein shall prevent either Party from seeking temporary restraining orders, injunctive relief, or equitable remedies in a court of competent jurisdiction for breaches involving confidentiality, intellectual property, restrictive covenants, misuse of proprietary information, or threatened irreparable harm.
- d. Entire Agreement: This Agreement, together with any schedules, exhibits, and incorporated policies (including, without limitation, the Expert Code of Conduct and Media & Publication Policy), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, or understandings, whether written or oral.
- e. Amendments: This Agreement may be amended, modified, or supplemented only by a written instrument executed by both Parties. No oral modification or course of dealing shall be effective.
- f. Notice: Any notice or communication required or permitted under this Agreement shall be in writing and delivered by email, nationally recognized overnight courier, or certified U.S. mail, return receipt requested, to the addresses set forth below or to such other address as either Party may designate in writing. Notices sent by email shall be deemed received on the date transmitted if sent during normal business hours, otherwise on the next business day. Notices sent by certified mail shall be deemed received three (3) business days after mailing.

Momentum Innovation Technologies, LLC
d/b/a MIT Experts

Expert

Email: troyr@mitexperts.com
Address: 359 W. Westwood Way,
Santaquin, UT 84059

Email: _____
Address: _____

- g. Force Majeure: Expert shall not be liable for inability to testify or complete services due to illness, court exclusion, conflicts, force majeure events, licensing issues, or circumstances beyond Expert's reasonable control.
- h. Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed, and the remaining provisions shall continue in full force and effect.
- i. Assignment: Expert may not assign, delegate, or transfer this Agreement, in whole or in part, without the prior written consent of MIT. MIT may assign this Agreement without Expert's consent in connection with a merger, sale of assets, reorganization, or similar transaction. Any attempted assignment in violation of this section shall be null and void.
- j. Counterparts & electronic signatures: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically (including via PDF, DocuSign, or similar electronic signature platforms) shall be deemed valid and binding to the same extent as original signatures.
- k. Waiver: No waiver of any breach shall be deemed a waiver of any subsequent breach, and no waiver shall be effective unless in writing and signed by the waiving Party.

14. State Law Compliance & Blue-Pencil Clause

- a. California
 - i. Non-compete provisions are expressly disclaimed
 - ii. Non-circumvention is framed as client ownership & trade secret protection
 - iii. Training reimbursement is tied to actual costs, not restraint on practice
 - iv. Expert remains free to practice generally outside MIT relationship
- b. New York

- i. Covenants are limited to reasonableness in scope and duration
 - ii. Non-circumvention limited to MIT-introduced relationships
 - iii. Injunctive relief preserved
- c. Texas: Covenants expressly tied to:
 - i. Confidential information
 - ii. Specialized training
 - iii. Goodwill
- d. Judicial Modification: If any provision is deemed unenforceable, it shall be reformed to the maximum extent permitted by law rather than voided.

SIGNATURES

Momentum Innovation Technologies, LLC
d/b/a MIT Experts

Expert

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Date: _____

Schedule A: Expert Classification & Compensation Schedule

(Attached to and incorporated into the Independent Contractor Expert Witness Agreement)

Expert Tier Classifications

MIT Experts classifies experts into tiers based on training status, experience, and litigation readiness. **Experts typically start out as a Tier 1 - Trainee Expert, unless they already have experience as an expert in litigation.**

Expert Designation

Expert is hereby designated as a: _____ (e.g., Tier 1 – Trainee Expert, Tier 2 – Associate Expert, or Tier 3 – Senior Expert).

Expert's Initial Base Hourly Rate: \$ _____ / hour

Rate Adjustments: Rates may vary based on Jurisdiction, Matter complexity, Emergency scheduling, and Trial testimony

All rate changes require written confirmation.

Tier 1 – Trainee Expert

Description

- Participating in MIT Expert Incubator Program
- Participating in mentorship, onboarding, and litigation training support
- Limited or no prior expert-witness experience
- Reports may undergo administrative, formatting, citation, and procedural consistency review; however, MIT shall not direct or alter the Expert's substantive opinions, analyses, methodologies, or conclusions.

Permitted Activities

- Evidence review
- Site inspections (with supervision)
- Drafting internal analyses
- Assisting senior experts
- Training sessions and mock testimony

Compensation

- Hourly Rate: \$35 – \$50 / hour
- During participation in the MIT Expert Incubator Program, attorney communications and case coordination shall be facilitated through MIT administrative channels.

Tier 2 – Associate Expert

Description

- Completed core MIT training
- Demonstrated litigation competency
- Independently prepares expert opinions with oversight

Permitted Activities

- Evidence review
- Site inspections
- Draft expert reports
- Attorney consultations
- Depositions coordinated through MIT administrative scheduling processes

Compensation

- Hourly Rate: \$75 – \$150 / hour

Tier 3 – Senior Expert

Description

- Extensive subject-matter and litigation experience
- Approved for independent testimony
- May mentor other experts

Permitted Activities

- All expert witness services including trial testimony
- Peer review and mentoring

Compensation

- Hourly Rate: Negotiable. Typically 30% of revenues from hours billed to clients. Up to \$200 – \$250 / hour
- Testimony Rate (if different): \$____ / hour

Case Engagement Addendum

This case engagement addendum is to be used by Expert and MIT for each case engagement by expert.

1. Case Information

Case Caption:	
Jurisdiction:	
Court:	
Attorney:	
Client:	

2. Scope

Please identify your role in this case. Check all that apply:

- ☐ Consulting Expert
- ☐ Testifying Expert
- ☐ Rebuttal Expert
- ☐ Inspection Only

Consulting vs Testifying Expert: The Parties acknowledge whether Expert is retained as a consulting expert, testifying expert, or both, and discovery obligations may vary accordingly.

3. Compensation

Hourly Review Rate:	
Report Rate:	
Deposition Rate:	
Trial Rate:	
Travel:	
Cancellation:	

Cancellation Fees: Depositions, hearings, inspections, and trial appearances canceled within ____ business days may be subject to cancellation fees or minimum billing requirements.

Travel Time: Travel time may be billed at the rates set forth in the applicable Case Engagement Addendum unless otherwise agreed in writing.

4. Conflict Confirmation

Are there any known conflicts with this case? Yes / No

If yes, please disclose any and all known conflicts: _____

5. Discovery + Preservation: Expert agrees to comply with all applicable litigation hold obligations, document preservation requirements, confidentiality obligations, and protective orders applicable to this engagement.

6. Protective Orders: Expert agrees to comply with all court-issued protective orders, confidentiality agreements, and restrictions applicable to confidential or sealed materials in the engagement.

7. Expert Independence: Expert acknowledges that all opinions must be objective and unbiased, and Expert retains full and exclusive control over analytical methods, conclusions, and testimony. Neither MIT Experts nor retaining counsel shall direct, control, or dictate the substance of Expert's professional opinions, nor alter them without Expert's express review and approval. Compensation shall not be contingent upon litigation outcome.

8. Withdrawal: The Expert retains the right to withdraw from an engagement or decline testimony if continued participation would:

- Violate professional ethics, create a conflict of interest, or materially impair Expert's professional independence.
- Result in opinions that cannot be supported to a reasonable degree of professional certainty.
- Be professionally inappropriate.
- Be due to nonpayment (as MIT is not obligated to compensate Expert for unpaid amounts not actually received from retaining counsel).
- Be due to illness or force majeure events, in which case the Expert shall not be liable for the inability to complete services.

9. Signatures

Momentum Innovation Technologies, LLC
d/b/a MIT Experts

Expert

By: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Date: _____