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Privileged & Confidential

EQUIPMENT INSPECTION AGREEMENT

This Equipment Inspection Agreement (hereinafter "the Agreement") between _____ (hereinafter collectively "Engineer"), and _____ (hereinafter "Client") (all collectively hereafter "the Parties").

WHEREAS Client is responsible for providing legal advice on products liability and other legal issues to _____; and

WHEREAS Engineer has expertise with respect to the inspection and testing of complex equipment such as that manufactured by [MANUFACTURER]; and

WHEREAS Engineer is willing to inspect and to test the equipment manufactured by [MANUFACTURER] on behalf of Client to assist him in giving legal advice relative to that equipment to [MANUFACTURER];

NOW THEREFORE for good and valuable consideration acknowledged herewith, the parties hereby agree as follows:

1. DESCRIPTION OF SERVICES AND REPRESENTATIONS OF ENGINEER

a. Engineer has substantial experience and expertise in inspecting and testing large and complex equipment such as that produced by [MANUFACTURER], and in reviewing and critiquing literature provided in connection with the sale and use of such equipment.

b. Engineer agrees to conduct thorough and comprehensive (1) inspection and testing of certain equipment produced and manufactured by [MANUFACTURER] and (2) review and critiquing of the literature provided in connection the sale and use of such equipment.

c. Engineer agrees to conduct such inspection, testing, review and critiquing to the best of its ability and in accordance with established and accepted engineering and public safety practices.

d. The services to be performed under 1.a. and 1.b. shall be completed within ninety (90) days after receipt of the Materials (defined in paragraph 3.a. below).

e. Following completion of the inspection, tests, reviews and critiques, Engineer will prepare and submit to Client an oral report (hereinafter "Engineer's Report"), compiled in good faith, detailing the manner by which its inspection, tests, reviews and critiques were performed, the results of

its actions, and all recommendations relative to the [MANUFACTURER] equipment that Engineer deems appropriate. If requested, a written report shall also be provided to Client within sixty (60) days of [MANUFACTURER]'s request. All such reports shall be defined herein as "the Reports."

2. **COMPENSATION TO ENGINEER**

[TO BE NEGOTIATED]

3. **DELIVERY OF EQUIPMENT**

a. The information, drawings, materials, goods, equipment, apparatus and documents necessary to conduct the inspection, testing, reviewing and critiquing of [MANUFACTURER] equipment and literature ("the Materials") will be made available at _____. The Materials shall be considered to be and shall remain the sole and exclusive property of [MANUFACTURER].

b. Engineer agrees to return or deliver some portion or all of the Materials to [MANUFACTURER] and/or Client, as Client directs, (1) within thirty (30) days of Client's request therefor, or (2) after the Materials are no longer required for the purpose of assisting Engineer in its inspection and testing of the [MANUFACTURER] equipment. In no event shall the Materials be retained after the submission of the Report to Client.

c. The Materials shall be in the same condition when returned to Client or [MANUFACTURER] as they were when they were provided to Engineer.

4. **PROPRIETARY RIGHTS**

a. Nothing herein shall be interpreted to grant any license of the Proprietary Rights to Engineer.

b. [MANUFACTURER] shall retain or be provided with sole and exclusive rights, title, and interest to all Proprietary Rights (which is defined for purposes of this Agreement to include patents, trade secrets, know-how, trademarks, trade names, copyrights, and all other Proprietary Rights) and any tangible property provided to, or developed by or for Engineer, in connection with Engineers duties.

c. Engineer hereby expressly assigns and agrees to assign to [MANUFACTURER] all rights, title and interest in any Proprietary Rights in any way relating to [MANUFACTURER] equipment which may be invented, developed or produced by Engineer in connection with the performance of its obligations under this Agreement. To the extent that Engineer would be deemed to be the owner of such rights by operation of law, Engineer agrees that it will immediately convey to [MANUFACTURER] all rights, title and interest in such Proprietary Rights.

d. Engineer will sign and deliver all documents, and take all other actions required, to carry out its responsibilities and duties under this Agreement, including specifically those set forth in this paragraph 4.

5. **CONFIDENTIALITY**

a. Engineer agrees to treat as secret and confidential: (1) the Materials and all other information, drawings, material, goods, equipment, apparatus or documents disclosed or delivered to Engineer by [MANUFACTURER], or arising from work or services done by Engineer for Client or [MANUFACTURER]; (2) all knowledge of any business relationship between Engineer, Client and [MANUFACTURER]; and (3) the Report and all other materials submitted to Client and/or [MANUFACTURER] by Engineer (all hereafter defined as "Confidential Information").

b. Engineer agrees not to use any of Confidential Information for any purpose other than the performance of its duties under this Agreement.

c. Engineer further agrees that it will not disclose any Confidential Information to any person not employed by Engineer other than Client and [MANUFACTURER] without Client's or [MANUFACTURER]'s prior written consent.

d. Engineer will limit dissemination of Confidential Information to persons in its employ who are working on the project and who need to know the Confidential Information for the performance of their duties. Engineer agrees to inform its personnel and agents of the secrecy obligations of Engineer under this Agreement, and shall obtain their binding obligations not to disclose the Confidential Information to anyone outside the employ of Engineer.

6. **INDEMNIFICATION**

Engineer shall indemnify, defend, protect, save and hold harmless Client and [MANUFACTURER] from and against any and all losses, judgments, penalties, liabilities, damages, costs and expenses (including without limitation reasonable attorney's fees and court costs) on claims of property damage and/or personal injury or death arising from: (1) Engineer's performance of its duties under this Agreement; or (2) from any use of or reliance upon the Report by Client or anyone receiving the Report from Client.

7. **CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the laws of [France] applicable to contracts entered into and fully to be performed in that country, without regard to rules regarding conflicts of law. Engineer hereby consents to the jurisdiction of the courts of [France], and waives any objection to such venue.

8. **ARBITRATION**

[MAY NOT BE NEEDED]

9. **LIMITATION OF LIABILITY**

In no event shall Client or [MANUFACTURER] be liable to Engineer for damages (including any lost profits, or other incidental or consequential damages), or for any other action, claim, right or duty (including property damage and personal injury or death) arising out of Engineer's inspection and testing of [MANUFACTURER] equipment. [MANUFACTURER] shall have no liability whatsoever to Engineer, its

personnel or agents, arising out of the use, operation or failure of any information, drawings, material, equipment, goods, apparatus, documents or Proprietary Rights furnished Engineer by [MANUFACTURER] or produced by Engineer for [MANUFACTURER]. Engineer's sole remedy for any breach by [MANUFACTURER] or Client shall be the right to recover full payment of amounts due in accordance with the payment schedule in paragraph 2.

10. **TERMINATION**

a. This Agreement may be canceled or terminated by Client or [MANUFACTURER] at any time. Unless canceled due to Engineer's breach of its duties under this Agreement, full payment of amounts due in accordance with the payment schedule in paragraph 2 shall be remitted to Engineer.

b. Engineer may cancel or terminate this Agreement only upon thirty (30) days prior written notice of Client's failure to pay amounts due under paragraph 2 of this Agreement.

11. **GENERAL PROVISIONS**

a. The obligations of Engineer contained herein shall not be assignable without the prior written consent of Client or [MANUFACTURER]. The obligations of Client hereunder may be assigned to any person at any time.

b. Nothing herein contained shall create any association, partnership or joint venture between the Parties. It is understood that Engineer is performing its obligations as an independent contractor and not as an agent of Client or [MANUFACTURER].

c. This Agreement contains the entire understanding of the Parties hereto with regard to the subject matter contained herein, and supersedes all prior agreements, understandings or intentions between the Parties hereto or any related parties, including [MANUFACTURER].

d. Any term of this Agreement may be waived by the party entitled to the benefits thereof, but only by a writing executed by such party. No waiver of any breach of this Agreement shall be treated to constitute a waiver of any continuing or subsequent breach.

e. [MANUFACTURER] is a third party beneficiary to this Agreement.

f. Any notices required to provided under this Agreement shall be given by telecopy, with a written confirmation sent by courier, to the Parties at their then current addresses, with copies thereof sent to [MANUFACTURER]'s then current address.

Executed this ___ day of _____, 200_.