

EXHIBIT A: DOCUMENTS REQUESTED

1. Resume(s) / Curriculum Vitae
2. Completed Personal History Questionnaire
3. Legal Exhibits
 - Bill(s) of Particulars
 - Complaint(s)
 - Relevant Deposition(s)
 - Case Information Statements
4. Employment Records
 - Earnings Records, such as paystubs
 - Tax Returns (W-2's)
 - Social Security Administration Statement of Earnings
 - Union Contracts
 - Job Description
 - Performance Evaluations
5. Job Search Records
 - Job Applications
 - Job Search Logs
6. Education Records
 - Transcripts
 - Testing Results (National Tests)
 - Special Certification Documents
7. Prison Records
8. Other Experts' Reports
9. Hospital and Medical Records (if applicable)
 - Admission Records, ER Records, and Discharge Summaries
 - Operative Reports
 - Pertinent Imaging and Diagnostic Reports (reports only; images unnecessary)
 - Physician Narratives
 - Independent Medical Evaluations
 - Functional Capacity Evaluations

Please note that KWVRS is a paperless office. All records must be submitted electronically. Paper documents forwarded to this office will be returned to sender.

EXHIBIT B: COMPENSATION SCHEDULE

WORK PRODUCT AND DESCRIPTION	FEES
Vocational Evaluation / Earning Capacity Analysis – No Medical Review	\$6,500
Vocational Evaluation / Earning Capacity Analysis – Including Medical Review	\$7,000
File preparation, medical record preparation (if applicable), proofreading, study, preparation with attorney associated with court appearance or deposition	\$550/hour
Court Appearance	\$5,500
Deposition - ½ day (up to 4 hours):	\$4,000
Deposition - full day (greater than 4 hours)	\$5,500
Travel Surcharge	\$550
Interview No-Show / Cancellation (under 72 hours)	\$750
Expedited Report Surcharge (from interview date):	
1-7 Day Turnaround	\$2,600
8-14 Day Turnaround	\$2,100
15-29 Day Turnaround	\$1,600
Supplemental / Addendum / Revision	
Any edit requested beyond 30 days after the original draft report is rendered (excluding internal error)	\$550/hour
Clerical	\$300/hour

*****ALL MATRIMONIAL MATTERS ARE NONREFUNDABLE REGARDLESS OF RESOLUTION PRIOR TO COMPLETION OF ENGAGEMENT*****

Resumption of Deferred Cases:

- Reports requiring update beyond two years of the original draft report date are regarded as new cases and are invoiced at 75% of the *current* fee schedule

- E.g., an earning capacity analysis originally composed 3 years ago and requiring update today would be billed at \$3,675 (75% of \$4,900 current earning capacity analysis fee)

PROFESSIONAL SERVICES AGREEMENT: MATRIMONIAL

This Professional Services Agreement ("Agreement") is made and entered into as of , ("Effective Date") by and between Kincaid Wolstein Vocational and Rehabilitation Services ("Company") and , Esquire of representing ("Client"). Company and Client may be referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PROFESSIONAL SERVICES

- 1.1. *Scope of Services.* Subject to the terms and conditions of this Agreement, company is hereby retained by Client to provide the professional services specified in the "Scope of Services" attached hereto as Exhibit C and incorporated herein by reference, which services are referred to herein as the "Services." Client may, but is not obligated to, engage Company to perform additional Services upon mutually agreed terms and conditions and by means of a written addendum to Exhibit C of this Agreement.
- 1.2. *Performance Standard and Warranty.* Company will cooperate with Client and Client's staff in the performance of the Services. Company warrants and represents that the Services will be performed in a professional and timely manner and Company does not have any actual or potential interests adverse to Client with reference to the subject of this Agreement]. Client must report any deficiencies in the Services to Company in writing within 14 days after such Services are performed in order to receive the warranty remedy. Client's sole and exclusive remedy and Company's entire liability for breach of this warranty will be re-performance of the deficient Services. If, for any reason, Company is unable or fails to correct such deficiencies, Client may terminate this Agreement as provided in Section 3.2. Company will bear no liability or otherwise be responsible for delays in the provision of Services, or any portions thereof, occasioned by Client's failure to timely complete a task or adhere to its own schedule.
- 1.3. *Independent Contractor.* Company will determine the method, details, and means of performing the Services. At its own expense, Company may use employees or contractors to perform the Services under this Agreement. Company and Client understand and intend that Company shall perform the Services as an independent contractor and not as an employee of Client. Nothing in this Agreement will be deemed to create an agency, partnership, or joint venture between the Parties.

2. COMPENSATION AND PAYMENT

- 2.1. *Fees and Expenses.* For the Services provided by Company pursuant to this Agreement, Company shall be compensated in accordance with the "Compensation Schedule" attached hereto as Exhibit B and incorporated herein by reference. Compensation will include reimbursement for all reasonable and necessary travel and out-of-pocket expenses incurred by Company in providing the Services when travel is required in order to provide the Services. Client acknowledges that fees are subject to periodic increase and agrees to be held liable for current fees at the time service is provided.
- 2.2. *Payment.* Company will initially invoice Client for the requested Services for the matter. Additional fees will be invoiced as Services are performed. Client's payment terms will be in U.S. Dollars and paid in full within 14 days after the invoice date. **Work will not commence until payment is received.** Company's work product(s) will not be released to client until payment in full is received. Client, as indicated above and on the first page of this document, is responsible for payment of all fees associated with this matter.
- 2.3. *Overdue Invoices.* In addition to any other remedy available to Company for late payments, Client will be obligated to pay Company interest for fees and charges not paid within 42 days after the invoice date at the compound rate of 0.5% per month or the maximum allowed by law, whichever is more for each month (or partial month) calculated from the date such payment was due until the date paid. If Client elects to discontinue the Services and does not pay the outstanding fees and charges in full within 14 days of such election, Client will continue to be charged interest until the balance is paid in full. Client will be responsible for any costs, including attorney's or collection agency's fees, incurred by Company in collecting any past due amounts under this Agreement.
- 2.4. *Disputed Charges.* Client may not withhold payment of any invoice on the basis of any dispute other than on the basis of clear error on the face of the invoice, such as a calculation error. Payment by Client will not preclude Client from questioning any charges that Client believes are improper or incorrect, within

28 days after the invoice date. If Client disputes any charge on a given invoice, Client will pay all non-disputed charges and document the disputed charges in writing to Company. Client will notify Company in writing, no later than 28 days after the invoice date, of any questions or issues relating to items billed on an invoice or all fees and charges will stand.

- 2.5. *Taxes.* Client agrees to be responsible for paying all direct or indirect federal, state, municipal or other governmental excise, sales, or similar taxes, that now or in the future may be imposed on Client, together with any penalties, interest or any additions thereto associated with the Services hereunder or arising as a result of or in connection with transactions under this Agreement, other than taxes related to Company's net income or property.

3. TERMS AND TERMINATION

- 3.1. *Term.* The term of this Agreement will begin on the Effective Date and will remain in full force and effect until its matter has settled or resolved in court, unless earlier terminated as provided in this Agreement.
- 3.2. *Termination.* Client may terminate this Agreement upon material breach by Company of one or more of the terms and conditions of this Agreement, provided that Company is notified in writing of the material breach and such breach is not cured within 28 days after receipt of such written notice. Client's termination of this Agreement will not relieve Client of its obligations to pay for any Services performed. Company may terminate this Agreement if Client fails to promptly pay any fees or charges when due or upon material breach by Client of one or more of the terms and conditions of this Agreement, provided that Client is notified in writing of the failure or breach and such failure or breach is not cured or a satisfactory resolution agreed upon in writing by the Parties within 28 days after receipt of such written notice.

4. LIABILITY AND DAMAGES.

- 4.1. *Limitation of Liability.* Company agrees to take all necessary precautions to prevent injury to any persons or damage to any property during the term of this Agreement. Client agrees the liability of Company, if any, on any claim for damages arising out of this Agreement shall be limited to direct damages and shall not exceed the amount which has been paid to Company by Client for matter to which this Agreement pertains.
- 4.2. *Damages Waiver.* Notwithstanding anything in this agreement to the contrary, Company will not be liable to Client for consequential damages and Company will have no liability whatsoever resulting from any legal claims against Client. In no event shall Company be liable to Client or its officers, directors, employees, and agents for loss or damage arising out of this Agreement, lost profits, or similar economic loss or for any consequential, special, incidental, direct, indirect, or punitive damages, regardless of the form of action including but not limited to, actions for breach of contract, negligence, strict liability, and breach of warranty whether in contract, tort or otherwise, in any way arising out of or in connection with the use or performance of, or any failure or delay in providing the services, however caused, even if such party has been advised of the possibility of such damages.

5. CONFIDENTIALITY.

- 5.1. *Confidential Information.* Under this Agreement, "Confidential Information" refers to any and all information of a Party ("Disclosing Party") that has been disclosed to the other Party ("Receiving Party"), which is designated in writing as confidential, proprietary, or secret or under the context of its disclosure ought to reasonably be considered as confidential. Confidential information includes, but is not limited to, all information concerning a Party's existing business, business systems, business plans and information systems, trade secrets, prices, and pricing information.
- 5.2. *Use of Confidential Information.* Each Party will comply with all laws and regulations that apply to use, transmission, storage, disclosure, or destruction of Confidential Information. Both Parties agree to hold the other Party's Confidential Information in strict confidence. Client agrees not to use Company's Confidential Information in any way, except as expressly permitted by or required to achieve the purposes of this Agreement, and Company agrees to use Client's Confidential Information solely for the purpose of performing the Services. Both Parties agree to use all reasonable efforts to protect unauthorized use or distribution of Confidential Information and the Receiving Party agrees to use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the Disclosing Party as the Disclosing Party uses to protect its own Confidential Information. The Receiving Party further agrees not to disclose or permit any third-party access to the Disclosing Party's Confidential Information, except such disclosure or access will be permitted in order to perform the Services provided under this Agreement. Each Party agrees to ensure that its employees, agents, representatives, and contractors

are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Agreement.

- 5.3. *Limitation of Use.* Confidential Information will not include information of the Disclosing Party which: (i) is publicly available as of the Effective Date or becomes publicly available thereafter through no fault of the Receiving Party; (ii) the Receiving Party rightfully possessed before it received such information from the Disclosing Party; (iii) is subsequently furnished to the Receiving Party by a third party without restrictions on disclosure; or (iv) is required to be disclosed by law, provided that the Receiving Party will promptly notify the Disclosing Party and cooperate, at the Disclosing Party's expense, to permit the Disclosing Party to seek appropriate protective orders from the issuing court of government authority limiting disclosure or use of the Confidential Information.
- 5.4. *Ownership of Confidential Information.* Except as explicitly stated in this Agreement, Receiving Party is granted no license or conveyance of Disclosing Party's Confidential Information or any intellectual property rights therein. Title to the Disclosing Party's Confidential Information shall remain solely with the Disclosing Party.

6. GENERAL PROVISIONS.

- 6.1. *Governing Law.* This Agreement is governed by the laws of the State of New Jersey and shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey as it applies to a contract made and performed in such state. The federal and state courts will have jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise.
- 6.2. *Force Majeure.* Neither Party is responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, acts of government, floods, fires, earthquakes, tornados, civil unrest, acts of terror, labor disputes, computer, telecommunications, internet service provider or hosting facility failures, delays involving hardware, software, or power systems, malicious code, denial of service threats, or inability to obtain energy; provided however, that the Party so affected will promptly resume performance as soon as reasonably practical.
- 6.3. *Severability.* If any provision of this Agreement is declared or found to be prohibited, unenforceable or void, the Parties will negotiate in good faith to agree upon a substitute provision that is valid, binding, and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the Parties are unable to agree upon such substitute provision, the original provision will be stricken. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.
- 6.4. *Entire Agreement.* This Agreement (including any referenced Exhibits) constitutes the entire agreement between the Parties. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties hereto.
- 6.5. *Waiver.* No delay or failure by Company to exercise any right or power under this Agreement will constitute a waiver of that right. A waiver of any of the covenants, conditions, or agreements to be performed by Client or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. No change, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.
- 6.6. *Daubert Challenges.* Client agrees to notify Company in writing immediately in the event of a Daubert challenge intended to obstruct Company's work product from admissibility, and/or to preclude Company from tendering expert testimony.

[Remainder of page intentionally left blank]

[Signature appended to New Matter Intake Form]

EXHIBIT C: SCOPE OF SERVICES

Company has been retained by Client as an independent contractor to render a vocational evaluation report. This proposed Scope of Services ("Scope") describes the tasks to be performed by Company and Client in fulfillment of this Agreement.

Item 1. Review of records.

Client will forward all applicable records as requested in Exhibit A of this Agreement. Client acknowledges that forwarding documentation for review after an interview has occurred will subject Client to additional fees and charges as outlined in Exhibit B. Client acknowledges that forwarding documentation for review after a draft report has been rendered, whether or not the supplementary information compels revisions to the report, will subject Client to additional fees as outlined in Exhibit B.

Upon contract implementation, executable following receipt of this Agreement and compensation as outlined in Exhibit B, Company will:

- Review all electronically-forwarded documentation
- Compose a list of all documents received, to be reflected within the narrative portion of the work product
- Annotate, summarize, or otherwise reproduce documents as Company deems appropriate in the course of rendering its work product
- Itemize, annotate, and/or summarize late submissions, which may be reflected within an addendum or supplemental document at Company's discretion

Item 2. Solicitation of information/professional collaboration.

In plaintiff matters, Company will forward a Personal History Questionnaire to Client for the evaluatee to complete. Client acknowledges its responsibility in ensuring this document is completed and returned to Company promptly, as future stages in report completion are dependent upon its receipt.

Item 3. Interview.

Immediately upon contract implementation, Client must schedule interview(s) with Company of any and all individuals related to the case. Interviews may occur via telephone, VoIP, or videoconference software (e.g., FaceTime, Skype), or in person at Company offices, Client offices, or the individual's place of residence. Client acknowledges that interviews not occurring at Company offices incur a travel surcharge as outlined in Exhibit B. Client acknowledges its own responsibility to acquire and compensate an interpreter for interviewees unwilling or unable to communicate in English. Client acknowledges that failure of the interviewee to attend the interview, or to cancel the interview before 72 hours until its appointed time, incurs a "no-show/cancellation" surcharge.

As applicable, the interview will be comprised of:

- Review of demographic information
- Review of past medical history (if applicable)
- Review of formal and informal educational history
- Review of formal and informal vocational history
- Review of past and present wage earnings
- Comprehensive vocational testing to include such examinations as the Wonderlic Personnel Test, Wide Range Achievement Test, Minnesota Clerical Test, Reading-Free Vocational Interest Inventory, and/or the Test of General Reasoning Ability

Item 4. Report composition.

Upon completion of an interview, Company will render a Vocational Evaluation / Earning Capacity Analysis report in a timely manner. Client acknowledges that it will notify Company of exigent deadlines upon retention. Company will make every reasonable attempt to render its report within 30 days of interview, however, failure to deliver a work product within this timeframe does not represent a breach of Agreement. Client is aware that requesting an expedited report (completion in fewer than 30 days from date of interview) incurs a surcharge as outlined in Exhibit B. Client is aware that neither the draft nor the finalized version will be released until the matter invoice is paid in full, regardless of urgency.

Item 5. Revisions, updates, and addenda/supplementals.

Client acknowledges that it must request edits/revisions within 30 days of the original draft report date. Edits and revisions arising from internal oversight, such as a typo or miscalculation, will not incur additional surcharges. Modifications and addenda to reports not arising from internal oversight incur hourly surcharges as outlined in Exhibit B.

Item 6. Expert testimony.

Client acknowledges that it must schedule an appointment for testimony, whether in deposition or court. Client acknowledges that the fees for expert testimony must be remitted 48 hours in advance of appearance. A balance remaining on the account at the time scheduled for testimony may result in recusal from the matter.

In preparation for testimony, as applicable, Company will:

- Review matter notes and documents
- Proofread report as necessary
- Organize file per Client preference
- Prepare with Client via telephone or in person (Client preference) (travel to Client for preparation shall incur surcharges as outlined in Exhibit B)
- Provide expert testimony in accordance with report conclusions as an independent evaluator

Item 7. Matter resolution.

Company may periodically contact Client to determine matter status. If matter has resolved, Company will destroy or return associated records per Client preference. If matter has not resolved, Company may retain documents in anticipation of revising report conclusions and/or providing expert testimony.