

## ENGAGEMENT LETTER

Date

<First Name> <Middle Name> <Last Name>, Esq.  
<Company>  
<Address 1>  
<Address 2>  
<City>, <State> <Zip>

RE: **<Plaintiff v. Defendant, Court, Case No.>**  
**Expert: <Expert Name>**

This letter confirms that you have agreed to engage the above named expert from the Insurance Expert Network, LLC (hereinafter referred to as "IEN") in connection with the above captioned case. This letter, and any attachment identified herein, describes the terms of that engagement.

Pursuant to our agreement, the expert will provide services to you as an independent contractor. Payments for services provided under this engagement are not dependent upon:

- Any findings;
- Any outcomes of any legal action, mediation, arbitration;
- The amount or terms of any settlement of the above captioned case; nor
- Any contractual arrangement between you or any other party.

You acknowledge that neither IEN nor the expert guarantees the outcome of the matter(s) involved.

**Fees & Expenses:** IEN will bill you for services performed and expenses incurred by the expert for this engagement as outlined on the Fee Schedule attached to this letter the terms of which are incorporated herein. Billing is made for but not limited to preparation time, travel time, expenses incurred, time being deposed, waiting time and time expended to read and correct transcript if required. Fees and terms are subject to revision with 60 days written notice.

**Retainer:** You agree to remit concurrently with the execution of this letter, a retainer in the amount shown in the attached Fee Schedule. This retainer will be held until completion of this engagement. This retainer will be returned at your request after all services have been billed and paid to IEN, subject to the Minimum Charge shown in the attached Fee Schedule. The retainer may, depending on the level of work, be increased or decreased from time to time by mutual agreement of IEN and you.

**Payments:** You will pay IEN in full promptly upon receipt of each invoice for fees and expenses incurred and any advance payment invoice outlined in this engagement. You agree to be responsible for all fees and expenses incurred and IEN is not obligated to seek payment from the opposing attorney or any third party. IEN invoices are due and payable at IEN's office at 364 W. Trenton Ave., Suite 3, Morrisville, PA 19067-2004. All outstanding fees and expenses shall be paid prior to the initiation of reports and prior to testimony. Amounts outstanding after 30 days will be considered past due and charged interest at the rate of 1.5% per month (18% per annum) on the outstanding balance. In the event that it becomes necessary to refer delinquent

invoices for collection, all costs associated with that collection, including attorney's fees and court costs, will be added to the amounts due.

**Termination:** IEN reserves the right to immediately terminate this engagement in the event of non-payment of the fees and expenses stated in this letter. IEN's right for payment will survive any termination. IEN's experts will not testify at deposition or trial and will not render any reports, declaration or affidavits if any invoices are past due. For other than nonpayment, either party may terminate this engagement by providing 60 days written notice to the other and such termination shall relieve each party of any assumed or implied obligations other than payment of any balance due. If any dispute arises concerning this engagement or its related fees and expenses, the parties agree that the jurisdiction and venue over such dispute lies in Bucks County, Pennsylvania.

**Designated Representative:** You attest that you have been designated by your firm as the representative to IEN during this engagement.

You are expected to furnish all relevant documents and materials as they are obtained and to provide all requested documents and materials to the expert as discovery rules permit.

As you have had the opportunity to investigate and verify the expert's credentials and agree that the expert is qualified to act as an expert for this case, IEN makes no representation or warranty as to the qualification and lack of conflicts of interest of the expert. As IEN is acting solely as an independent organization on behalf of the expert under this engagement, you will indemnify, defend and hold harmless IEN from any liability arising from this engagement.

IEN is authorized to use your law firm's name in a list of our clients in our advertising materials or IEN's website, unless you inform us in writing to the contrary. Changes will be made at the next update or reprint.

Your signature represents your agreement with the terms set forth in this engagement letter. If you have any questions concerning IEN's handling of any matter pursuant to the engagement presented herein, please contact IEN. Please date and countersign this engagement letter and return the original to IEN with the requested retainer, at which time the expert will begin work. You should retain a copy of this engagement letter for your file.

We are pleased to have this opportunity to be of service to you and your client.

Very Truly Yours,

**Insurance Expert Network, LLC**

\_\_\_\_\_  
<Name>

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
**By: <First Name> <Middle Name> <Last Name>, Esq.**

**For: <Company>**

Attachment: Fee Schedule