

RSC SUBJECT MATTER EXPERT (SME) AGREEMENT

This agreement is made as of _____, between ReviewNet Services Corporation ("RSC") and _____ ("Consultant", "Subject Matter Expert", "SME", "You").

1. **Definitions:** The following definitions shall apply for purposes of this Agreement:
 - a. "Work Product" means all test questions, test documents, interview guides, interview records, reports and materials, in whatever form produced or created by or with Consultant as a result of, or related to, performance of work or services under this Agreement.
 - b. "Client" means a client of RSC for whom the work is being performed. RSC is
 - c. "Project Orders" ("Orders", "Project Orders", "Requests for Services") are documents in writing that define the scope and nature of work to be performed by Consultant for any specific project.
 - d. "Expert Services" means the services provided by Consultant, and may include interviewing of personnel, technical advice, mentoring of personnel, and other personal services provided by Consultant to Client.
2. **Services Performed by Consultant:** RSC hereby engages Consultant to perform the Expert Services identified in Project Orders issued under this Agreement. Consultant acknowledges that the services to be performed herein are personal in nature and that Consultant shall perform all services. Multiple Project Orders may be issued under this Agreement and will be performed under the terms and conditions of this Agreement.
3. **Consultant's Payment:** In full compensation for your services, RSC shall pay you under the terms agreed upon for each service as defined in the Project Orders. For the services rendered by Consultant, RSC offers a 100% satisfaction guarantee to Client whereby the Client may refuse payment for the Expert Services that Client deems to be inadequate, inaccurate, incomplete or otherwise unprofessionally performed, provided that Client has attempted and failed to resolve such claims with RSC. Consultant agrees to attempt to resolve such claims with the dissatisfied client on a good faith basis. In the event that Client refuses to pay for an Expert Service performed by Consultant, or pays a discounted amount to RSC, Consultant agrees to their share of the reduced amount received by RSC as defined in this Agreement.
4. **Consultant as Independent Contractor:** Consultant is an independent contractor and neither Consultant nor Consultant's staff is, or shall be deemed, RSC's employees.
5. **Ownership of Consultant's Work Product:** All Works developed pursuant to this Agreement, from the inception of the creation thereof, and all records and other reproductions made therefrom, and all copyrights and trade secrets therein and thereto, and all renewals and extensions thereof, shall be solely RSC's property throughout the world, for the full period of copyright (including any extensions thereof) in each country of the world. Each Work made under this Agreement shall be considered a "work made for hire" within the meaning of the U.S. Copyright Law. Solely for the purposes of any applicable copyright law, all persons rendering services in connection with the Work, including Consultant, may, at our election at any time, be deemed RSC's "employees for hire" and in any event all works hereunder shall be deemed "works for hire." In the event that, for any reason, the works are not deemed to be RSC's "works for hire," Consultant hereby assigns to RSC all of Consultant's right, title, and interest (including without limitation, the worldwide copyrights and renewals therein) in and to each Work, or portion thereof, free of any claims whatsoever by Consultant or any other person, firm, or corporation. RSC shall, accordingly, have the sole and exclusive right to copyright such Works, in RSC's name, as the owner and author thereof, and to secure any and all renewals and extensions of such copyrights. Upon RSC's request, Consultant shall execute and deliver any assignments of copyright (including renewals and extensions thereof) in and to any Work as RSC deem necessary, and Consultant hereby irrevocably appoints RSC as Consultant's respective attorney-in-fact for the purpose of executing such assignments in Consultant's name.
6. **Confidential Information:**
 - a. During the term of this Agreement and following termination, Consultant will not use or disclose to others without RSC's written consent RSC's confidential information, except when reasonably necessary to perform the services under this Agreement. "Confidential Information" is limited to:
 - i. any written or tangible information stamped "confidential" or with a similar legend, and
 - ii. Any written or tangible information not marked with a confidentiality legend, or information disclosed orally to Consultant, that is treated as confidential when disclosed and later summarized

sufficiently for identification purposes in a written memorandum marked “confidential” and delivered to Consultant within 30 days after the disclosure.

- iii. Any information disclosed by Clients to Consultant that is not known to the general public, and is reasonably regarded in practice as Confidential Information, including, but not limited to, contact information of Client personnel and candidates.
 - iv. Any information disclosed to Consultant by other RSC’s Consultants or employees that is not known to the general public and is reasonably regarded as Confidential Information, including, but not limited to, contact information, personal background and experience of RSC Consultants and employees not already disclosed to the general public.
 - b. Consultant shall have no obligation not to disclose or use any information that:
 - i. was in Consultant’s possession or known to Consultant, without an obligation to keep it confidential, before such information was disclosed to Consultant by RSC or Client,
 - ii. is or becomes public knowledge through a source other than Consultant and through no fault of Consultant,
 - iii. is independently developed by or for Consultant,
 - iv. is disclosed by RSC or Client to others without any restriction on use and disclosure, or
 - v. is or becomes lawfully available to Consultant from a source other than RSC or Client.
 - c. RSC acknowledges and agrees that the confidentiality restrictions contained in this Agreement shall not apply to the general knowledge, skills and experience gained by Consultant or Consultant’s employees while engaged by RSC.
 - d. Consultant will not disclose to Client information or material that is a trade secret of any third party.
 - e. The provisions of this clause shall survive any termination of this Agreement.
7. **Obligations of Consultant Regarding Solicitation of Business and Personnel:** Consultant agrees that the integrity of the Expert Network is dependent on the existence of mutual trust between and among the members of the Network, the RSC Clients, and RSC, and agrees to observe the following restrictions on solicitation of employees, members, and RSC Clients:
- a. **Prohibition on Independent Recruiting of Employees and RSC Consultants** - Consultant will not hire, sub-contract, or solicit for employment any individuals identified to Consultant by RSC, including RSC employees, other Consultants, and employees of RSC Clients during the term of this agreement and for one year following termination, except under the following conditions:
 - i. The solicitation is for work with the Consultant’s employer, and
 - ii. the individuals contacted are RSC employees or RSC Consultants, and
 - iii. the Consultant’s employer has an in force agreement as an RSC Client, and
 - iv. RSC is given written advance notification of the action by Consultant.
 - b. **Notification of Employment with Clients:** Consultant agrees to notify RSC prior to accepting employment with an RSC Client introduced to Consultant by RSC. In the event Consultant accepts an offer of employment from an RSC Client within 12 months of performing an interview or other services on behalf of RSC for that Client and RSC earns a placement fee from the RSC client, then RSC will pay a bonus to consultant of 5% of the placement fee collected, after expiration of any guarantee periods.
 - c. **Independent Consulting Limitation for Newly Introduced RSC Clients** - Consultant agrees that the introduction of Consultant to a current or prospective RSC Client not doing business with Consultant currently or past (a “Newly Introduced Client”) is a valuable service to Consultant. Consultant agrees to perform all personal consulting services with such clients introduced by RSC only under this agreement until at least \$2000 has been billed by RSC to the Newly Introduced Customer, and unless otherwise modified, the Consultant shall receive 50% of such billings under the terms of this agreement. Consultant is free to offer services outside of this Agreement to such Newly Introduced Clients after the \$2000 billing threshold has been exceeded.
8. **Term of Agreement:** Unless specifically stated, this Agreement shall be for a term of one year beginning on contract signing, and will automatically renew for one-year terms thereafter, unless terminated by either party as set forth in the section of this Agreement entitled “Termination of Agreement.”

9. **Termination of Agreement:**

- a. Each party has the right to terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after notice thereof is sent to the other party.
- b. Either party may terminate this agreement at the end of a term or renewal of a term, upon thirty (30) days written notice.
- c. Upon voluntary termination of this Agreement by Consultant, or termination for breach caused by Consultant, RSC is not obligated to continue payment of royalties, if any, to Consultant following termination.
- d. Termination of this Agreement shall not relieve RSC from the obligation to pay Consultant for services completed and accepted prior to receipt of the notice of termination or during the 30-day termination notice period.

10. Warranty. You hereby warrant and confirm that:

- a. You are free to enter into this Agreement and to provide services to RSC in accordance with the terms hereof;
- b. to the extent of the Works developed by Consultant, they shall not infringe upon the rights of any party;
- c. You hereby indemnify RSC, its successors, licensees and/or assigns and holds RSC and them harmless from and against all liability, claims, loss, damage and costs arising from the breach by Consultant of subparagraphs a. and b. of this Paragraph.

11. SME Privileges: As a member of the RSC Expert Network, which consists of all active RSC SME's in good standing, Consultant shall enjoy the privileges that are offered to Expert Network members as described by RSC and modified at the sole option of RSC from time to time. Such privileges include interaction with other Expert Network members on RSC projects, recognition in published RSC materials, notification of project opportunities and customer opportunities on an opt-in basis, and participation in SME Revenue Sharing and Bonus Programs. RSC may, in its sole judgment, suspend or terminate any or all privileges of members who do not comply with SME Membership and Privacy Policies, or otherwise act against the best interests of the SME Network and RSC.

12. General Provisions:

- a. This Agreement is the sole and entire Agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to such subject matter. Any modifications to this Agreement must be in writing and signed by both parties.
- b. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- c. This Agreement will be governed by the laws of the State of Pennsylvania.
- d. This Agreement does not create any agency or partnership relationship.
- e. This Agreement is not assignable by either party without the prior written consent of the other.
- f. All clauses pertaining to Ownership, Confidentiality, and Warranty shall survive termination of the Agreement.

ReviewNet:

CONSULTANT: _____

By: _____
(signature)

By: _____
(signature)

(typed or printed name)

(typed or printed name)

Title: _____

Title: _____

SSN/ EIN: _____