

TERMS OF SERVICE – CLIENT

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WITHOUT ALL OF THE LEGALESE, HERE ARE SOME IMPORTANT THINGS WE AT INSIGHTMONK WANT YOU TO KNOW.

1. InsightMonk is providing procurement of experts for you to use, as you deem necessary.
2. InsightMonk is not liable for inaccurate or inadequate information. We do our best to find only the top experts and broker a relationship between our consultants and our clients.
3. Payment is secured at time of asking the question and is released once you accept a consultant's answer.
4. All of your information is secure, encrypted and private. We do not sell your data to any person or company.
5. Consultants cannot divulge any information about clients including name, company, title, etc.
6. You own your intellectual property. BIS RESEARCH and InsightMonk consultants do not own your IP!
7. If you have any issues during your Q&A exchange, please contact hello@insightmonk.com.

CLIENT CONSULTING AGREEMENT

This agreement sets out the standard BIS RESEARCH, Inc., (“BIS RESEARCH”) Services Agreement.

Despite the fact that it's provisions may entail strict legal sanctions, it is the enduring policy of BIS RESEARCH to strive to ensure its client's best interests.

Should you have any concerns, please do not hesitate to contact BIS RESEARCH Customer Support at sales@bisresearch.com

INTRODUCTION

InsightMonk is a medical device consulting group, and its services (“the Services”) are provided by its Independent Consultants (“the Consultants”) to its Clients (“You, Your”) subject to compliance with the following terms and conditions (this Agreement).

”InsightMonk services” are provided by BIS RESEARCH as part of its Services.

Use of BIS RESEARCH's Services indicates your acknowledgement that you have read and understood this Agreement, and that you agree to be bound by it.

1. COMMENCEMENT, TERM AND TERMINATION

A. This Agreement shall commence on the date that the provision of the Services are first made available to you, and shall endure for an indefinite period thereafter, on the same terms and conditions as set out in this Agreement, until terminated by either Party giving the other Party 30 days prior written notice.

B. This Agreement shall be deemed to have been concluded in the State of California by your acceptance of BIS RESEARCH's offer on the terms and conditions as provided in this Agreement.

C. By making use of the Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

2. RATES AND CHARGES

A. Service charges are provided either on a one time, monthly, quarterly, bi-annual or annual basis, and are calculated in accordance with the Rate Schedule.

B. After you request InsightMonk services (i.e. post a question) and your fee is paid, the Project becomes active and able to be selected by one of our Consultants.

C. BIS RESEARCH shall be entitled (without obligation) to suspend the Services on non-payment of applicable charges which are due and payable by you.

D. In the event of a legal dispute between the Parties, you will be obliged to continue paying the charges as they become due and payable in terms of this Agreement.

E. BIS RESEARCH guarantees the agreed upon rate for the term of the Q&A / Project exchange or for one (1) year, whichever is shorter. BIS RESEARCH retains the right to modify the hourly rate at any time without notification.

F. Expenses. Company shall reimburse BIS RESEARCH for reasonable out-of pocket business expenses of travel such as airfare, mileage, lodging, daily meals, and other reasonable expenses incurred by BIS RESEARCH in the performance of the Services, provided that such expenses over US \$25.00 are supported by original receipts and other supporting documents. Office expenses (overnight delivery services, copy services, purchase of regulations, standards, guidelines, and/or market research reports, long distance telephone/fax, and comparable items) will be billed directly. When travel is arranged and pre-paid by BIS RESEARCH and not reimbursed within thirty (30) days of being incurred, a fee equal to ten (10) percent of these expenses may be added by BIS RESEARCH at its discretion.

G. Payment. BIS RESEARCH will bill you for the Services rendered and expenses incurred immediately. Bills are due and payable upon receipt. Unpaid bills past thirty (30) days are subject to a ten (10) percent late payment fee. BIS RESEARCH reserves the right to suspend all the Services or terminate this Agreement immediately when bills are unpaid for more than forty-five (45) days.

H. Taxes. BIS RESEARCH acknowledges and agrees that any amount received under this Agreement is gross of any taxes, fees and levies of any nature whatsoever which may be

imposed on BIS RESEARCH by any authority with jurisdiction over any amount received by BIS RESEARCH under this Agreement. BIS RESEARCH shall be solely responsible for the payment of any and all such taxes, fees and levies imposed on BIS RESEARCH.

3. USE AND SECURITY OF YOUR ACCOUNT

A. You recognize and understand that the security of your account is your sole responsibility. You confirm by this Agreement that BIS RESEARCH shall be entitled to rely on the fact that any person that has access to the Services via your account shall be deemed to do so in your company name and with your consent.

B. You undertake to notify BIS RESEARCH immediately in writing if you have cause to believe the security of your account has been compromised.

C. You shall be held fully responsible for any misuse of or compromise to your account until such time as BIS RESEARCH is notified in writing.

D. BIS RESEARCH reserves the right to suspend access to your account, pending a full investigation and resolution thereof, if any security violations are reasonably believed to have occurred in association with your account.

E. BIS RESEARCH further reserves the right to cooperate with any lawful investigation regarding any aspect of your use of the Services.

4. USER CODE OF CONDUCT AND PROHIBITED ACTIVITY

A. The Services may only be used in accordance with this Agreement, and for lawful purposes. Use of the Services that violate this Agreement, or any applicable laws, is strictly prohibited.

B. You undertake to abide by all current and future BIS RESEARCH policies.

C. You understand and acknowledge that by using the Services to make information available via the Internet or any of its protocols, such information may become available to all Internet users, and that BIS RESEARCH assumes no obligation or liability in limiting or restricting access to such information, or protecting such information from infringement.

D. You assume total responsibility and risk for Your use of the Services. It is Your sole responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, products and services, and any other information, and the quality of all work provided through BIS RESEARCH.

5. YOUR WARRANTIES

You undertake to only use the Services, in accordance with BIS RESEARCH instructions.

6. DISCONTINUANCE OF SERVICES, MONITORING, NOTIFICATION

A. BIS RESEARCH reserves the right to refuse or discontinue all or part of the Services at its sole discretion if you engage in any conduct or activity that BIS RESEARCH in its sole discretion believes violates or could violate any of the terms and conditions in this Agreement, or is detrimental to its interests hereunder.

B. You acknowledge that BIS RESEARCH has the right to monitor your use of the Services from time to time in accordance with applicable legislation, and to disclose any information as is necessary in compliance with the law.

7. EXCLUSION OF LIABILITY

A. Under no circumstances shall BIS RESEARCH be liable to you or any third party for any direct, indirect, special, punitive, consequential or incidental loss or damage (including without limitation damage to property, business, or goodwill, or loss of profit, revenue or anticipated savings) that result directly or indirectly from your use of or inability to use the Services, or for third parties' use of the Services, or your or any third parties' reliance on or use of information, services, or products provided together with, on or through the Services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance.

B. Subject to the above clause, the entire liability of BIS RESEARCH, and your exclusive remedy for damages related to or arising from this Agreement, will not exceed the average aggregate of the charges paid by you to BIS RESEARCH during the 3 months directly preceding the claim.

8. INDEMNIFICATION

A. You agree, without limitation or exception, to indemnify, defend, and hold harmless BIS RESEARCH from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees (on an attorney-and-own-client costs scale basis), causes of action or claims caused by or otherwise resulting indirectly from your use of the Services which causes damage, either to you, BIS RESEARCH, or any other third party.

B. You undertake to indemnify and keep BIS RESEARCH indemnified from any claim howsoever arising (lawful or otherwise), brought by any third party resulting from your use of the Services. You undertake to pay all costs, damages, awards, fees (legal fees on an attorney-and-own-client scale, whether incurred prior to, during or after the institution of legal proceedings) and judgments finally awarded against BIS RESEARCH arising from such claims.

C. You undertake at all times to acquaint yourself with and abide by applicable legislation and regulation, and accordingly indemnify BIS RESEARCH against any and all damages or loss occasioned by your non-compliance hereof.

D. This indemnification extends to all issues associated with your use of BIS RESEARCH's Services.

9. CLIENT INFORMATION, FINANCIAL INFORMATION, RIGHT OF USE

A. You warrant that all information provided by you to BIS RESEARCH, including but not limited to all your identification and contact information, is true and correct, and that should such information change, you will notify BIS RESEARCH thereof within 30 days of such change.

B. You further warrant that you are the authorized user of any financial information provided (including but not limited to any current account or credit card information) provided to BIS RESEARCH, and that BIS RESEARCH has the right to investigate and pursue any possible fraudulent use thereof.

10. INTELLECTUAL PROPERTY

A. You acknowledge that, by virtue of this Agreement, you acquire no interest or any other right in the Intellectual Property of BIS RESEARCH or its affiliates, and that BIS RESEARCH shall have the exclusive ownership of all such Intellectual Property.

B. If you become aware of any actual, threatened or suspected infringement of such Intellectual Property, you undertake to immediately notify BIS RESEARCH there-upon either orally or in writing.

11. CONFIDENTIALITY

A. Confidential Information: Confidential Information" means information about you concerning its technology, business, financial statements, sales and marketing plans, customers, products, proposed products, plans, ideas, drawings, designs, concepts, inventions, discoveries, improvements, patent applications, know-how, trade secrets, prototypes, processes, techniques and other proprietary information, which Client expressly deems confidential or proprietary. Confidential Information does not include information that: (i) is already lawfully in the possession of BIS RESEARCH through in-dependent means by BIS RESEARCH at the time of your disclosure or is learned independently by BIS RESEARCH without reference to your proprietary information; (ii) is or later becomes part of the public domain through no fault of BIS RESEARCH; (iii) is lawfully received by BIS RESEARCH from a third party having, to BIS RESEARCH's knowledge, no obligations of confidentiality to you; or (iv) is required to be disclosed by order of a governmental agency or by a court of competent jurisdiction. You shall maintain adequate supporting backup for all information and other materials that are furnished to Consultant/BIS RESEARCH.

B. Acceptance and Use of Confidential Information: All Confidential Information shall be the sole and exclusive property of you. Except as expressly authorized by this Agreement, during the term of this Agreement and for a period of three (3) years thereafter,

(i) BIS RESEARCH will not disclose the Confidential Information to any unauthorized persons or entity or use it for his own benefit or for the benefit of any third party; and
(ii) BIS RESEARCH will use all reasonable care, but in no event less care than BIS RESEARCH takes to protect BIS RESEARCH's own confidential information of similar importance, to protect the Confidential Information from unauthorized use, disclosure, and publication.

BIS RESEARCH further agrees that BIS RESEARCH

- (i) shall use the Confidential Information only for and in the course of providing the Consulting Services pursuant to the terms of this Agreement, and
- (ii) shall immediately upon the earlier of the termination of this Agreement or the request of Company, deliver to Company all originals or copies (if no originals) of Confidential Information.

C. Third Party Obligations: BIS RESEARCH understands and acknowledges that you have a policy prohibiting the receipt by you of any confidential information in breach of BIS RESEARCH's obligations to third parties and does not desire to receive any confidential information under such circumstances. Accordingly, BIS RESEARCH will not disclose to you or use in the performance of any duties for you any confidential information in breach of an obligation to any third party. BIS RESEARCH represents that it is not prevented from performing the Consulting Services contemplated by this Agreement by obligations to third parties.

12. COVENANT NOT TO COMPETE

A. Non-Competition: During the term of this Agreement and for a period of one (1) year thereafter, BIS RESEARCH and/or its employees and member(s) shall not, either directly or indirectly, (i) own, manage, operate or control or participate in the ownership, management, operation or control of, or be employed by or act as consultant or advisor to, or provide services to, any corporation, partnership, company, person, firm or other business that is engaged in the design, development, manufacture, marketing, distribution or sale of products substantially similar to one or more Identified Company or BIS RESEARCH Products (as defined below); (ii) solicit, divert or attempt to take away, in any manner, any of the present or future customers or business of you or BIS RESEARCH with respect to Identified Company or BIS RESEARCH Products; or (iii) induce or attempt to induce any present or future employee of you to do any of the foregoing or to discontinue such employee's employment with you.

B. Identified Company or BIS RESEARCH Products: For purposes of this Agreement, "Identified Company or BIS RESEARCH Products" does not include every product or technology developed or pursued by you or BIS RESEARCH, but means only such actual product, product under development, product line, or product concept within the Field that has been conceived, designed, developed, manufactured, marketed or sold by you or BIS RESEARCH during the term of this Agreement with respect to which BIS RESEARCH has provided the Services.

C. Representation: BIS RESEARCH represents and warrants to you that BIS RESEARCH is not currently subject to a confidentiality, non-competition, or inventions assignment agreement with a former employer or other company for which BIS RESEARCH has provided services which prohibits or restricts BIS RESEARCH from providing the Services for you, although, BIS RESEARCH is or may be subject to certain confidentiality, non-competition, and/or inventions assignment agreements with other entities.

D. Non-Solicitation Covenant. You shall not, during the Agreement and for a period of one (1) year immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the Consultants of BIS RESEARCH on whom you called or became acquainted with during the terms of this Agreement, either for your own benefit, or for the benefit of any other person, firm, corporation or organization. Exceptions may be made with written consent from BIS RESEARCH.

E. Non-Recruit Covenant. You shall not, during this Agreement and for a period of two (2) years immediately following termination of this agreement, either directly or indirectly, recruit any of BIS RESEARCH's employees for the purpose of any outside business.

F. Non-Compete Covenant. You will not seek to hire any Consultant introduced through work via BIS RESEARCH for a period of two (2) years from first being acquainted with the Consultant via BIS RESEARCH unless agreed upon in writing by You and BIS RESEARCH. You agree to not form or make plans to form a business entity that may be deemed to be competitive with the InsightMonk business model or BIS RESEARCH business model.

13. INVENTIONS

A. Inventions. Inventions" mean any discoveries, improvements, ideas, drawings, designs, concepts, patent applications, know-how, trade secrets, prototypes, techniques, processes, software codes and documentation (whether or not they are in writing or reduced to practice) or works of authorship (whether or not they can be patented or copyrighted) that BIS RESEARCH makes, authors, or conceives during the term of this Agreement within the Field and that (i) concern or relate in any way to the business, products or processes of yours, past, present, or under development with respect to which BIS RESEARCH has provided Consulting Services, or (ii) result from BIS RESEARCH's engagement by you, or (iii) result partly or wholly from use of the equipment, supplies, facilities, trade secrets, or Confidential Information of you.

B. Company Rights. BIS RESEARCH agrees that all Inventions made by BIS RESEARCH during the term of this Agreement, whether made during working hours or on BIS RESEARCH's own time, will be Company's sole and exclusive property, and to the extent applicable, shall be deemed to be "works for hire" under the copyright laws of the United States. BIS RESEARCH will, with respect to any Invention and at your sole expense: (i) keep current, accurate, and complete records, which will belong to you; (ii) promptly and fully disclose the existence and describe the nature of the Invention to you in writing; and (iii) to the extent exclusive title and/or ownership rights may not originally vest in you, assign (and BIS RESEARCH does hereby assign, transfer and convey) to you all of BIS RESEARCH's rights, title, and interest to any Inventions, any applications BIS RESEARCH makes for patents or copyrights in any country with respect to Inventions, and any patents or copyrights granted to BIS RESEARCH in any country with respect to Inventions.

C. Limitations. This Section does not apply to an Invention for which none of your equipment, supplies, facilities or trade secrets were used, which was developed entirely on BIS RESEARCH's own time, and (i) which does not re-late directly to Identified Company or BIS RESEARCH Products, or (ii) which does not result from any Consulting Services performed for you.

14. GENERAL

A. Choice of Law, Jurisdiction: This Agreement shall be governed in all respects by the laws of state of Minnesota.

B. Injunction. You acknowledge that a breach by you of the provisions of this agreement will cause Company irreparable damage for which Company cannot be reasonably or adequately compensated in damages. Company shall therefore be entitled to seek, in addition to all other remedies available to it including, but not limited to attorney's fees and costs, to injunctive/or other equitable relief to prevent a breach of these provisions, or any part of this agreement, and to secure its enforcement.

C. Pre-Contractual Negotiations: This Agreement supersedes any written, electronic, or oral communication you may have had prior to the conclusion of this Agreement with BIS RESEARCH or any agent or representative thereof, and this Agreement constitutes the complete and total Agreement between the Parties.

D. Acting as Principal: Each Party warrants that, in entering into this Agreement, it acts as a principal and not as an agent for any undisclosed principal.

E. Unilateral Amendment: BIS RESEARCH shall be entitled to unilaterally amend the terms of this Agreement insofar as they relate to the applicable charges and services provided from time to time, which shall then become effective as from the date BIS RESEARCH notifies you thereof. Further, BIS RESEARCH shall be entitled to unilaterally vary the terms of this Agreement upon any changes in the law.

F. No Variation: Subject to the foregoing provision, no acceptance by you of information offered by BIS RESEARCH, its agents or employees, shall constitute an agreement expanding or diluting the terms and conditions of this Agreement, unless such offer and acceptance is explicitly intended to vary this Agreement in an addendum, and is signed by an authorized representative of BIS RESEARCH.

G. Indulgence: An indulgence granted by either Party shall not constitute a waiver or abandonment of any of that Party's rights in this Agreement, and that Party shall not be precluded from exercising any right against the other Party which may have arisen in the past, or which may arise in the future.

H. Waiver: A waiver by either Party of any provision of this Agreement shall not be binding against that Party unless expressed in writing and signed by the Party giving it, and in that event such waiver will only be effective in that specific instance and for that specific purpose.

I. Severability: If any provision of this Agreement is determined by a Court of competent jurisdiction to be invalid or unenforceable, all remaining provisions of this Agreement shall remain in full force and effect, said provision shall be performed to the maximum extent possible so as to obtain the intended result, and BIS RESEARCH shall be entitled to review, correct and communicate a reformed provision only to the extent necessary to give intended effect to the original provision.

J. Surviving Clauses: Upon the termination or cancellation of this Agreement or any clauses hereof for any reason, those clauses which are intended to continue and survive such termination or cancellation (including but not limited to the clause describing Intellectual Property provisions) shall so continue and survive.

K. Assignment: You will not be entitled to cede or assign this Agreement or any part thereof without the prior written consent of BIS RESEARCH, and this Agreement shall be binding on your respective successors and assigns. BIS RESEARCH shall be entitled to assign its rights and obligations without your consent to an entity which acquires all or substantially all

of the assets of BIS RESEARCH, provided that such assignment does not relieve such assignee of its obligations under this Agreement.

L. Representations: Neither Party shall without the prior written consent of the other Party refer to itself as an authorized representative of the other Party, nor use the other Party's logos, trade or service marks. Notwithstanding the foregoing, BIS RESEARCH is hereby authorized to identify You as its customer for reasonable marketing and/or publicity announcements.

M. Company acknowledges that BIS RESEARCH has had and currently has confidentiality, non-competition, and/or inventions assignment agreements with other companies and has served and currently serves as a paid consultant for certain other companies. Company agrees not to seek, and BIS RESEARCH will not disclose, any confidential information of such companies. BIS RESEARCH acknowledges that Company will provide no training of any sort and Company is relying upon BIS RESEARCH's current expertise and experience.

– END OF AGREEMENT -Once agreed to electronically (by checking the "I have read and accept the Terms of Service" checkbox) by the Client, this agreement is officially valid and executed by Parties.