

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this “**Agreement**”) is entered into by and between BIS Research Inc., a Delaware corporation (“**Company**”), and the individual named on the signature block below (“**Consultant**”).

WHEREAS, Company is a global market intelligence, research and advisory company that provides to its customers (“**Clients**”) various market intelligence reports on emerging technologies likely to disrupt the market dynamics over next 5-10 years.

WHEREAS, Consultant is an experienced industry expert who provides professional services to various businesses and individuals in areas related to Company’s business.

WHEREAS, Company is desirous of engaging Consultant, and Consultant wishes to provide Company and its Clients, various consulting services on an ‘as needed’ basis on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Services.**

1.1 Description of Services. Consultant shall provide Company and Clients consultation services through Company’s web-based marketplace platform, on phone or in person, as required by Company and/or Clients from time to time (collectively, the “**Services**”). Company may retain other consultants to provide services similar to the Services at Company’s sole discretion.

1.2 Manner of Performance. Consultant shall use Consultant’s best efforts to perform the Services such that the results are satisfactory to Company and Clients. Time is of the essence for the performance of Consultant’s obligations under this Agreement, including, without limitation, delivery of the Services.

1.3 Company Resources. Company shall provide Consultant with access to the marketplace and related resources solely to the extent necessary for the performance of the Services. To the extent Consultant performs any Services using Company’s resources, Consultant shall comply with all applicable policies of Company relating to business conduct, security, privacy and use of Company’s information technology, equipment, networks and other resources.

1.4 Supervision of Consultant’s Services. All services to be performed by Consultant, including, without limitation, the Services, will be as agreed between Consultant and Company’s authorized representatives and Consultant will be required to report to such individual concerning the Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of Company.

2. Term. The term of this Agreement shall commence on [Date] and shall continue unless earlier terminated in accordance with Section 9 hereof (the “**Term**”). Any extension of the Term will be subject to mutual written agreement between the parties.

3. Consideration.

3.1 Compensation. As full compensation for the Services and the rights granted to Company under this Agreement, Company shall pay Consultant a commission at the rate of per Deliverable (defined below) acceptable to Company at its sole satisfaction. Company makes no minimum revenue commitments and all compensation will be solely commensurate to the actual Services provided by Consultant hereunder.

3.2 Expenses. Consultant is solely responsible for any travel or other costs or expenses incurred by Consultant in connection with the performance of the Services, and in no event shall Company reimburse Consultant for any such costs or expenses, except for any actual, documented and reasonable expenses pre-approved in writing by Company.

3.3 Payment Terms. To the extent Consultant is due any monetary compensation, Company shall pay all undisputed fees within 5 days after Company’s receipt of an invoice submitted by Consultant upon completion of the Services to Company’s satisfaction. All invoices must refer to this Agreement and include the following information: (a) explanation of Services provided for the invoiced period; (b) period of performance, number of hours for invoiced period and cumulative hours; (c) billing rate, total invoiced amount and cumulative invoiced amount; and (d) itemized expenses supported by original receipts to the extent such expenses have been pre-approved by Company and are reimbursable to Consultant under this Agreement.

4. Relationship of the Parties.

4.1 Independent Contractor Relationship. Consultant is an independent contractor of Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Consultant and Company for any purpose. Consultant shall have no authority (and shall not hold itself out as having authority) to bind Company and Consultant shall not make any agreements or representations on Company’s behalf without Company’s prior written consent, which may be withheld in Company’s sole discretion.

4.2 No Benefits. Without limiting the generality of Section 4.1, Consultant will not be eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by Company to its employees, and Company will not be responsible for withholding or paying any income, payroll, social security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker’s compensation insurance on Consultant’s behalf. Consultant shall be responsible for, and shall indemnify Company against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Consultant in connection with the performance of the Services shall be Consultant’s employees or agents (as applicable) and Consultant shall be fully responsible for them.

4.3 No Authority to Bind Company. Consultant acknowledges and agrees that Consultant has no authority to enter into contracts that bind Company or create obligations on the part of Company without the prior written authorization of Company.

5. **Intellectual Property Rights.**

5.1 IP Ownership. Company is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement, including, without limitation, any specific deliverables required by Company and/or Clients pursuant to this Agreement (collectively, the “**Deliverables**”), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively “**Intellectual Property Rights**”) therein. Consultant agrees that the Deliverables are hereby deemed a “work made for hire” as defined in 17 U.S.C. § 101 for Company. Consultant also acknowledges and agrees that Consultant is not, and shall not claim to be, an “employee” of Company, but will only be deemed to be a “statutory employee” for purposes only of workers’ compensation and unemployment insurance as defined in applicable California laws, including, without limitation, Cal. Lab. Code § 3351.5(c), Cal. Unemp. Ins. Code §§ 686 and 621(d). If, for any reason, any of the Deliverables do not constitute a “work made for hire” under applicable laws, Consultant hereby irrevocably and exclusively assigns to Company, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

5.2 Moral Rights. Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as “moral rights” (collectively, “**Moral Rights**”). Consultant hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Consultant may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Deliverables.

5.3 Patent Rights. Consultant shall make full and prompt disclosure to Company of any inventions or processes, as such terms are defined in 35 U.S.C. § 100 (the “**Patent Act**”), made or conceived by Consultant alone or with others during the Term, whether or not such inventions or processes are patentable or protected as trade secrets and whether or not such inventions or processes are made or conceived during normal working hours or on the premises of Company. Consultant shall not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of Company.

5.4 Further Assurances. At Company’s request, Consultant shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Company to prosecute, register, perfect, record or enforce its rights in the Deliverables. If Company is unable, after reasonable effort, to obtain Consultant’s signature on any such documents, Consultant hereby irrevocably designates and appoints Company as Consultant’s agent and attorney-in-fact, to act for and on Consultant’s behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other intellectual property protected related to the Deliverables with the same legal force and effect as if Consultant had executed them. Consultant agrees that this power of attorney is coupled with an interest.

5.5 No IP Grants. Consultant shall have no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Deliverables. Consultant also shall have no right or license to use Company's trademarks, service marks, trade names, trade names, logos, symbols or brand names.

5.6 Binding Obligations. Consultant shall require each of Consultant's employees and agents (if any) to execute written agreements securing for Company the rights provided for in this Section 5 prior to such employee providing any Services under this Agreement.

6. Confidentiality.

6.1 Definition of Confidential Information. Consultant acknowledges that Consultant will have access to information that is treated as confidential and proprietary by Company, including, without limitation, trade secrets, technology, research, reports and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel or operations of Company, its affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, the "**Confidential Information**").

6.2 Confidentiality Obligations. Any Confidential Information that Consultant develops in connection with the Services, including but not limited to the Deliverables, shall be subject to the terms and conditions of this Section 6. Consultant shall treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. Consultant shall notify Company immediately in the event Consultant becomes aware of any loss or disclosure of any Confidential Information.

6.3 Protection of Trade Secrets. Without the prior written consent of Company, Consultant shall not directly or indirectly disclose or use at any time, either during or subsequent to Consultant's consulting arrangement with Company, any trade secrets, know-how, or any other secret or confidential information, knowledge or data of Company ("Confidential Information"). Upon termination of this Agreement, or any time prior thereto upon request of Company, Consultant shall promptly return all property and all Confidential Information which are in Consultant's possession or under Consultant's control, including all materials which incorporate such Confidential Information.

6.4 Confidentiality Exclusions. Confidential Information shall not include information that: (a) is or becomes generally available to the public other than through Consultant's breach of this Agreement; (b) is communicated to Consultant by a third party that had no confidentiality obligations with respect to such information; or (c) is required to be disclosed by law, including without limitation, pursuant to the terms of a court order; provided that Consultant has given Company prior notice of such disclosure and an opportunity to contest such disclosure.

7. Representations and Warranties.

7.1 Consultant's Representations and Warranties. Consultant represents and warrants to Company that:

(a) Consultant has the right, power and authority to enter into this Agreement, to grant the rights granted herein and to perform fully all of Consultant's obligations in this Agreement;

(b) Consultant shall provide the Services within the timelines and meet all applicable deadlines prescribed by Company.

(c) the execution of this Agreement by Consultant's representative (if applicable) whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action;

(d) Consultant's entering into this Agreement with Company and Consultant's performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Consultant is subject;

(e) Consultant has the required skills, experience and qualifications to perform the Services, Consultant shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services and Consultant shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(f) Consultant is duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services;

(g) Consultant shall perform the Services in compliance with all applicable federal, state and local laws and regulations;

(h) Company will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;

(i) all Deliverables are and shall be Consultant's original work (except for material in the public domain or provided by Company) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation or other entity.

7.2 Company's Representations and Warranties. Company hereby represents and warrants to Consultant that:

(a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

8. Indemnification.

8.1 Indemnification Obligations. Consultant shall defend, indemnify and hold harmless Company and its affiliates and their respective officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

- (a) Consultant's breach of applicable laws;
- (b) Any errors, deficiencies or omissions in the Deliverables;
- (c) Consultant's infringement of any third party intellectual property or proprietary rights; and
- (d) Consultant's breach of any representation, warranty or obligation under this Agreement.

8.2 Indemnification Remedies. Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Consultant under this Agreement or otherwise.

9. Termination.

9.1 Termination Rights. Consultant may terminate this Agreement upon 90 days prior written notice to Company. Company may terminate this Agreement at any time upon written notice to Consultant. In the event of termination pursuant to this Section 9.1, Company shall pay Consultant on a proportional basis any compensation then due and payable for any Services completed up to and including the date of such termination.

9.2 Effect of Termination. Upon expiration or termination of this Agreement for any reason, or at any other time upon Company's written request, Consultant shall promptly:

- (a) deliver to Company all the Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment or other materials provided for Consultant's use by Company;
- (b) deliver to Company all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;
- (c) permanently erase all Confidential Information from Consultant's computer systems; and
- (d) certify in writing to Company that Consultant has complied with the requirements of this Section 9.2.

9.3 Survival. The terms and conditions of this Section 9.3 and Section 4, Section 5, Section 6, Section 7, Section 8, Section 9.2, Section 10, Section 11, Section 12 and Section 1 shall survive the expiration or termination of this Agreement.

10. Non-Solicitation. Consultant agrees that during the Term and for a period of one year following the expiration or termination of this Agreement, Consultant shall not disrupt or interfere with the business of Company by directly or indirectly soliciting, recruiting, attempting to recruit, or raiding any employees or agents of Company or otherwise inducing the termination of employment of any employee of, or agent's engagement with, Company. Consultant also agrees that during the Term and for a period of one year following the expiration or termination of this Agreement, Consultant shall not disrupt or interfere with the business of Company by directly or indirectly providing any services similar to the Services to Clients introduced to Consultant by Company.

11. Non-Compete. Consultant represents and warrants that Consultant does not presently perform or intend to perform, during the Term, consulting or other services for, or engage in or intend to engage in an employment relationship with, companies whose businesses or proposed businesses in any way involve products or services which would be competitive with Company's products or services, or those products or services proposed or in development by Company during the Term of the Agreement. If, however, Consultant decides to do so, Consultant agrees that, in advance of accepting such work, Consultant will promptly notify Company in writing, specifying the organization with which Consultant proposes to consult, provide services, or become employed by and to provide information sufficient to allow Company to determine if such work would conflict with the terms of this Agreement, the interests of Company or further services which Company might request of Consultant. If Company determines that such work conflicts with the terms of this Agreement, Company reserves the right to terminate this Agreement immediately. Notwithstanding anything to the contrary herein, Consultant shall not at any time during the Term and for a period of three years following the expiration or termination of this Agreement, commercialize for the benefit of Consultant or any third parties any services similar to or competing with Company's business or otherwise attempt to divert directly or indirectly any Company business or Clients for the benefit of Consultant or any third parties.

12. Assignment. Consultant shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

13. Miscellaneous.

13.1 Export Law Compliance. Consultant shall not export, directly or indirectly, any technical data acquired from Company, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

13.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at

the addresses set forth on the signature page below (or to such other address that may be designated by the receiving party from time to time in accordance with this Section 14.2). All Notices shall be delivered by personal delivery, internationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section 14.2.

13.3 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

13.4 Amendment. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

13.5 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the County of Alameda, State of California in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

13.6 Equitable Relief. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed by Consultant in accordance with the terms hereof and that Company shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which Company is entitled at law or in equity.

13.7 Cumulative Remedies. The rights and remedies of Company under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available to it at law or in equity or otherwise.

13.8 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13.9 Attorneys' Fees. In the event that any party institutes any legal suit, action or proceeding against the other party arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive in addition to all other damages

to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

13.10 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.11 Counterparts. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

13.12 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date first written above.

COMPANY:
BIS Research Inc.

CONSULTANT:

By: _____

By: _____

Name: Mohammad F. Ahmad

Name: _____

Title: CEO

Address: 39111 Paseo Padre Pkwy Ste 313
Fremont, CA 94538
USA

Address: _____

