



BERNSTEIN CRISIS MANAGEMENT, INC.

Crisis Management, Response, Prevention, Planning & Training

GENERAL TERMS AND CONDITIONS

Consultant understands that all information shared and discussed as a result of this agreement is confidential and proprietary to Client and agrees not to divulge said information to any other party without the specific written permission of Client or pursuant to court order subject to giving Client sufficient written notice of any such court order or subpoena so that Client may object. Client understands that Consultant will be sharing proprietary technical knowledge and methods with Client, which Consultant will identify as confidential. Client agrees not to divulge said information to any other party without the specific written permission of Consultant or pursuant to court order.

Client shall own all tangible work product that results from or is related to the services to be provided by Consultant, including without limitation, all deliverables contemplated by this Agreement (collectively "Work Product"). Consultant shall grant, assign, and transfer to Client, at the time of creation and without requirement of further consideration, all right, title and interest it may have in the Work Product, and guarantees that to the best of their knowledge any materials or intellectual property created are original and do not infringe on the intellectual property rights of others. The parties hereby agree that all Work Product that comprises works of authorship shall be deemed "works made for hire" and shall be owned exclusively by Client by operation of law.

It is expressly understood, acknowledged and agreed that Consultant relies on Client for the accuracy of the information that the firm provides us. Accordingly, Client agrees to assume liability for, and do hereby agree to indemnify, protect, save, defend and hold harmless Consultant and all outside contractors used to perform the crisis management activities from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses whatsoever, including reasonable attorney's fees, whether general or special, which may be imposed on, asserted against or suffered or incurred by us relating to or arising out of errors, misstatements or omissions in any information furnished by Client to Consultant that has been approved by Client including, but not limited to, Client's financial condition, business operations, management, earnings, government filings and Client's compliance with any applicable laws.

In the event Consultant personnel are required to respond to a document subpoena, to provide a deposition, or any similar action resulting from a third party's legal action against Client, Consultant will provide immediate written notice to Client. Consultant will be entitled to the respective usual hourly fees of the personnel involved and reimbursement of out-of-pocket expenses for the time incurred.

Any dispute arising under this agreement shall be submitted to binding arbitration before one arbitrator in Orange County, California, in accordance with the commercial arbitration rules of the American Arbitration Association, as governed by the laws of California. The costs and attorney fees of the prevailing party in any such arbitration shall be borne by the other party and shall be set by the arbitrator.