



FreeUp LLC Consulting and Training Agreement

June 27, 2016

FreeUp LLC
Document Sender :
Signer:

FreeeUp LLC Consulting and Training Agreement

1. Consulting Services

- (a) Subject to the terms and conditions of this Agreement, Legal Name/ Company Name (Company) hereby retains Nathan Hirsch through FreeeUp LLC (Consultant) as a consultant and advisor to perform the consulting services specifically set out below.
- (b) It is understood that the purpose of the Consulting is to provide review and advice relevant to certain Company matters, and that neither Consultant nor Company will benefit if Consultant provides inaccurate advice or commentary based on insufficient information. To that end, Company shall provide Consultant, in advance of meetings, with accurate, unbiased and sufficient information for him to review the subject matter. The Consultant's role is to provide independent advice uninfluenced by commercial concerns; and that service as a Consultant does not require him to be an advocate for Company or its products in any forum, public or private. Company expressly agrees that under no circumstances will this role be compromised or inaccurately represented.

2. Compensation and reimbursement.

In consideration of the services to be provided by Consultant to the Company hereunder, the Company shall pay to Consultant \$50.00 per hour for all set up, training, consulting, working and travel time. In addition, the Company shall reimburse Consultant for reasonable travel and other expenses, i.e. hotel, plane, food and car transportation. Consultant incurs in connection with performing the Services. To obtain reimbursement, Consultant shall submit to the President of the Company, or his or her designee, an invoice describing services rendered and expenses incurred under this Agreement. Company shall provide any documentation requirements and any travel policy restrictions to consultant in writing in advance, or be foreclosed from relying on such requirements and restrictions to deny reimbursement. The Company shall pay to Consultant invoiced amounts within thirty (30) days after the date of invoice.

*If the Client and the worker met via Upwork.com, the Client and FreeeUp agree to follow all Upwork payment and other policies. The Client still agrees to cover all fees.

3. Indemnification

Notwithstanding any other term of this Agreement, Company shall indemnify, defend and hold harmless Consultant, and FreeeUp, its affiliates, current or future directors, trustees, officers, faculty, medical and professional staff, employees, students and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of this Agreement (including, but not limited to, actions in the form of tort, warranty, or strict liability).

4. Confidential Information

(a) The parties acknowledge that in connection with Consultant's Services, the Company may disclose to Consultant confidential and proprietary information and trade secrets of the Company, and that Consultant may also create such information within the scope and in the course of performing the Services (hereinafter, subject to the exceptions below, "Company Confidential Information"). Such information may take the form of, for example: data concerning discoveries made by the Company; the Company's know-how; the Company's manufacturing strategies and processes; the Company's marketing plans; data from the Company's evaluations in animals and humans; the Company's past, present and future business plans; the Company's strategy for or status of regulatory approval; or the Company's



forecasts of sales and sales data. Notwithstanding the above, the Company acknowledges and agrees that none of the information described in this Paragraph (except Confidential Information created by Consultant) will be considered Company Confidential Information for purposes of this Agreement, unless the information is disclosed to Consultant by the Company in writing and is clearly marked as confidential, or, where verbally disclosed to Consultant by the Company, is followed within thirty (30) days of such verbal disclosure by a writing from the Company confirming such disclosure and indicating that such disclosure is confidential.

(b) Subject to the terms and conditions of this Agreement, Consultant hereby agrees that during the term of this Agreement and indefinitely thereafter: (i) Consultant shall not publicly divulge, disseminate, publish or otherwise disclose any Company Confidential Information without the Company's prior written consent, which consent shall not be unreasonably withheld; and (ii) Consultant shall not use any such Company Confidential Information for any purposes other than consultation with the Company

(d) Upon termination of the Agreement, or any other termination of Consultant's services for the Company, all records, drawings, notebooks and other documents pertaining to any Confidential Information of the Company, whether prepared by Consultant or others, and any material, specimens, equipment, tools or other devices owned by the Company then in Consultant's possession, and all copies of any documents, shall be returned to the Company, except Consultant may keep one copy of all documents for his or her files (which copy shall be subject to the confidentiality and non-use requirements set out in this Agreement).

5. Term

(a) This Agreement shall remain in effect for a term of one (1) year commencing on the date first written above, unless sooner terminated as hereinafter provided, or unless extended by agreement of the parties and the assent of FreeeUp.

(b) This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other; provided that if Consultant terminates this Agreement, Consultant shall, in accordance with the terms and conditions hereof, nevertheless wind up in an orderly fashion assignments for the Company which Consultant began prior to the date of notice of termination hereunder.

(c) Upon termination of this Agreement for any reason, Consultant shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date Consultant ceases work under this Agreement. In addition, Consultant shall be reimbursed for any noncancellable obligations, any cancellation penalties, and, unless Consultant terminates the agreement without cause, any expenditures reasonably made in order to perform the Services that were to occur had cancellation not occurred.

6. Other Agreements

(a) The Consultant shall use reasonable efforts not to use any facilities, funds, or equipment owned or administered by the Institution in the performance of the Services, except with the prior written consent of the Company and in accordance with all applicable policies of the Institution.

(b) Company shall not use Consultant's name or depiction, or the name, logos, trademarks, or depictions of FreeeUp, or any officer, director, employee, appointee, medical staff member of employee of either, or any adaptation thereof, in any promotional, advertising or marketing literature, or in any other way without the prior written consent of FreeeUp, the individual, or FreeeUp, as appropriate, provided however that in neutral circumstances that do not imply endorsement or advocacy, or otherwise misrepresent the terms of this Agreement or Consultant's role, Company may accurately state that Consultant is a consultant to Company, and list his or her professional degrees and titles.

(c) No alteration or modification of this Agreement, including Exhibit A hereto, shall be valid unless made in writing and executed by Consultant and the Company and assented to by FreeeUp.

- (d) The Consultant and Company mutually represent that to the best of their knowledge neither currently has any agreement with, or any other obligation to, any third party that conflicts with the terms of this Agreement. The parties agree that they shall not intentionally and knowingly enter into any such agreement.
- (e) The laws of the state of Florida shall govern this Agreement.
- (f) Any notice or other communication by one party to the other hereunder shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), or transmitted by facsimile, addressed as follows:

NATHAN HIRSCH
CEO | FreeeUp LLC

CLIENT

X _____ X _____

Signed By
Signed On: June 27, 2016



Signature Certificate

Document name: FreeeUp LLC Consulting and Training Agreement

Unique Document ID: 17B615729104A9B44DBB058D578FADC206D84D8F



Timestamp

2016-06-07 06:58:59 EDT

Audit

FreeeUp LLC Consulting and Training Agreement
Uploaded by Nathan Hirsch - nathan@freeeup.com IP
121.54.58.242



This audit trail report provides a detailed record of the online activity and events recorded for this contract.