



## UMPQUA Research Company

P.O. Box 609 - 125 Volunteer Way  
Myrtle Creek, Oregon 97457  
(541) 863-7770 Fax: (541) 863-7775

Date:

FROM: UMPQUA Research Company (UMPQUA)

TO: (CLIENT)

This letter shall serve as an Agreement between CLIENT and UMPQUA, whereby it is mutually agreed as follows:

1. Upon request by CLIENT, UMPQUA shall perform consulting, product testing and/or laboratory analysis services with respect to matters of concern to CLIENT. CLIENT shall pay UMPQUA a negotiated retainer fee prior to any performance of work by UMPQUA.
2. The consulting, product testing and laboratory analysis services of UMPQUA shall be billed to CLIENT at UMPQUA's published rates at the time of service. Other direct costs for materials, outside services and travel shall be billed at cost plus 10 percent. UMPQUA shall invoice CLIENT for all work performed for CLIENT. CLIENT and UMPQUA agree that UMPQUA shall use the retainer fee paid by CLIENT to cover such invoices. UMPQUA shall maintain an accurate accounting of CLIENT's retainer fee balance as it is reduced by invoices. CLIENT agrees to pay UMPQUA additional retainer fees as required to prevent the retainer fee balance from dropping below zero (-0-). In no event shall UMPQUA be obligated to continue work for CLIENT when the retainer fee balance would be insufficient to compensate UMPQUA for such work. UMPQUA agrees to refund to CLIENT any unused retainer fee balance upon completion of work.
3. During the performance of this Agreement, it may be necessary for CLIENT to disclose to UMPQUA information that CLIENT regards as proprietary and/or confidential. UMPQUA agrees to maintain such information in confidence and to employ adequate and appropriate procedures to prevent its unauthorized publication and/or disclosure. UMPQUA will not use CLIENT's proprietary or confidential information for any purpose other than in the performance of this Agreement. UMPQUA also agrees to return, store, or destroy promptly, at CLIENT's request, any documents and copies containing proprietary or confidential information, including any working papers or any similar documents developed by UMPQUA. Information furnished to UMPQUA shall not be considered proprietary or confidential, and UMPQUA will incur no obligation with respect thereto, if such information is (a) available to the public or is general industry knowledge at the time of disclosure to UMPQUA or subsequently thereto becomes so available except as a result of breach of this

Agreement, or (b) acquired by UMPQUA from a third party (other than CLIENT, its agents, employees, representatives, or persons acting on their behalf, or persons working or cooperating with CLIENT in connection with the matters described in Paragraph #1 above) having a bona fide right to disclose such information. Nothing in this Agreement shall prohibit UMPQUA from complying with a subpoena or other lawful process issued by a court or administrative agency acting within the scope of its jurisdiction, or from otherwise complying with applicable law, provided that UMPQUA shall notify CLIENT of any such subpoena or other lawful process immediately upon receipt thereof, and UMPQUA shall make known to the court or administrative agency the proprietary and/or confidential nature of the information being disclosed.

4. This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event that a termination occurs, CLIENT shall not be relieved of its responsibility to pay UMPQUA for any services performed prior to such termination. The obligations of secrecy and confidentiality set forth herein shall survive termination of this Agreement.
5. UMPQUA is not an agent, employee, or legal representative of CLIENT and is not authorized to do business in CLIENT's name or to obligate CLIENT in any way.

If the above provisions are acceptable to you, please sign and return one copy of this letter.

For UMPQUA:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_

For CLIENT:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_