

ADVISOR ENGAGEMENT AGREEMENT

This Advisor Engagement Agreement (“Agreement”) is made as of _____, 2019 (the “Effective Date”) by and between _____ (“Advisor”) and DK PIERCE & ASSOCIATES, INC., (“DKP”).

WITNESSETH

WHEREAS, DKP provides certain consulting and research services to its clients in connection with treatments used for cancers and/or rare diseases; and

WHEREAS, Advisor has certain knowledge and expertise in the area of cancer and/or rare disease; and

WHEREAS, as a result of Advisor’s knowledge and expertise, DKP desires to engage Advisor to provide consulting strategic advising and similar services in the form of responding to surveys, questionnaires, interviews, advisory boards, and otherwise providing information to DKP (collectively the “Services”) in exchange for honorarium, and Advisor desires to provide such Services;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:

1. **Appointment of Advisor**

DKP hereby retains for provision of the Services. DKP will submit to Advisor individual requests for interviews and short research projects related to topics in treatments for oncology and/or rare diseases. If acceptable by Advisor (under all other terms outlined in this Agreement), Advisor agrees to provide the Services to the best of Advisor's abilities. In providing the Services, Advisor shall comply with all applicable laws, regulations and professional standards.

2. **Payments**

In consideration for the provision of the Services by Advisor, DKP shall make payments to Advisor in such amounts and at such times as are set forth in Schedule A attached hereto.

3. **Confidentiality**

During the course of the provision of the Services hereunder, Advisor may have access to and may receive or create ideas, know-how, trade secrets, information, data, processes, substances and the like of specific drug and device manufacturers (the "Information"). Advisor agrees that Advisor will not reveal or disclose the Information or any part thereof to any person, firm, corporation, or other entity or third party nor use (except as contemplated hereunder) the Information or any part thereof without first obtaining the prior written consent of DKP.

The obligations of confidentiality under this Section 3 do not apply to any Information, which Advisor can demonstrate by documentary evidence:

- (a) Was known to Advisor prior to receipt thereof from DKP;
- (b) Was or becomes a matter of public information or publicly available through no act or failure to act on the part of Advisor; or
- (c) Is acquired by Advisor from a third party entitled to freely disclose such information to Advisor.

4. Other Clients.

Advisor represents to DKP that Advisor's signature and the performance under this Agreement does not and will not conflict with any other agreement to which Advisor is a party or otherwise bound. Advisor shall notify DKP of any past or current agreements or understandings, and also any agreements or understandings entered into during the term of this Agreement, with third parties that relate in any way to Advisor's obligations to DKP under this Agreement.

5. Term and Termination

Advisor's appointment and retention shall commence as of the Effective Date and shall continue until terminated in writing by either Advisor or DKP.

6. Assignment

Neither Advisor nor DKP may assign any right or delegate any obligation under this Agreement without the prior written consent of the other, except that DKP may transfer its rights and obligations to any successor to its business or to any of its affiliates.

7. Law of the Contract

This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

8. Independent Contractor

The relationship of DKP to Advisor is that of an independent contractor, and nothing in this agreement should be construed as creating any other relationship. Neither Advisor nor any employee of Advisor shall be entitled to any benefits provided by DKP to its employees. Advisor shall be solely responsible for payment of all compensation-related charges and taxes associated with Advisor's performance of the Services hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

DK PIERCE & ASSOCIATES, INC
10910 CREEK WAY, ZIONSVILLE, IN 46077

COMPANY NAME (IF APPLICABLE)

TITLE:

PRESIDENT

TITLE:

SIGNATURE:

Denise K. Pierce

PRINT NAME:

DENISE K PIERCE

HONORARIUM ADDRESS:

DATE:

JANUARY 15, 2018

HONORARIUM PHONE NUMBER:

HONORARIUM FAX NUMBER:

HONORARIUM EMAIL ADDRESS:

SIGNATURE:

PRINT NAME:

DATE:

SCHEDULE A
To THE ADVISOR ENGAGEMENT AGREEMENT OF

Payments:

- (1) During the term of this Agreement, DKP shall provide Advisor with the associated honorarium for each advisory process and, if accepted, will pay Advisor within 14 business days of the provision of the Services. If Advisor is participating in an ongoing client project with DKP, Advisor will submit individual monthly invoices that outline time dedicated to the project and any direct expenses incurred. DKP will pay that invoice amount within 30 days of receipt.