



PLAINTIFF FACT SHEETS
IT'S WHAT WE DO

MASS TORT SUPPORT SERVICE AGREEMENT

These Terms govern the provision of services by Mass Tort Support, LLC ("MTS") to Client as described in the Statement of Work, and the legal relationship between MTS and Client.

1. Engagement of Services

Client may issue Statements of Work ("SOW") to MTS from time to time specifying the services to be provided to Client by MTS. A SOW will become binding once signed by both parties. The terms and conditions of this Agreement will govern all SOW undertaken for Client by MTS. If any deviations exist between this Service Agreement and a SOW in relation to the terms and conditions of any services to be executed, the SOW shall take precedence.

2. Compensation; Timing

Client will pay MTS within fifteen (15) days of the invoice date. If MTS does not receive Client's payment, MTS reserves the right to terminate this agreement and withhold work performed. If Client terminates the project outlined in the SOW after it has been executed, Client will be responsible for all documented work performed. Work performed that has not been paid for will be itemized upon termination by MTS. Payment shall follow the same terms as outlined in this section.

3. Independent Company Relationship

MTS's relationship with Client is that of an independent contractor and nothing in this Agreement is intended to, or shall be construed to create a partnership, agency, joint venture, employment or similar relationship. No part of MTS's compensation will be subject to withholding by Client for the payment of any social security, federal, state or other employee taxes.

4. Ownership and Return of Confidential Information

Each party to this Agreement shall do all things reasonably necessary to ensure that any confidential or proprietary business, technical or other information, materials and/or ideas of the other party ("Confidential Information") shall be kept confidential and shall not be disclosed or made use of except as necessary for the acquiring party to perform its obligations under this Agreement.

All Confidential Information furnished to the receiving party by the disclosing party is the sole and exclusive property of the disclosing party. Within fifteen (15) days after any request by the disclosing party, the receiving party shall destroy or deliver to the disclosing party all Confidential Information it has received.

5. Governing Law; Forum

This Agreement becomes effective only when signed by agents of Client and MTS. Regardless of the place of signing of this Agreement, Client agrees that for purposes of venue, this contract was entered into in Georgia and any dispute will be litigated in Georgia.