

SURROGATE JUROR AGREEMENT

This Agreement is made as of the ___ day of _____, 20__ by and between Darwin's Data ("DD") and _____ ("Consultant").

In connection with consulting work (the "Consultation") performed by Consultant for DD, DD may disclose to Consultant certain confidential and proprietary information valuable to DD's business. Each of us agrees that such information will not be disclosed by Consultant except as set forth below.

1. The information which is the subject of this Agreement (hereinafter the "Information") includes any and all information relating to DD or DD's business which consultant learns or develops during the course of the Consultation as well as any or all information relating to DD or DD's business which DD or DD's agents disclose to Consultant before or after the date of this Agreement including information of others which DD has agreed to keep confidential, and any materials which incorporate or are derived from any of such information, other than (a) information which is publicly available at the time of delivery or which is publicly disclosed thereafter (unless such disclosure is in violation of this Agreement) and (b) information which was known to Consultant prior to DD's disclosure to Consultant, as evidenced by Consultant's contemporaneously dated records. The Information includes oral and written material as well as mental impressions formed by Consultant in the course of the Consultation.

2. Consultant will keep confidential and not disclose any of the Information to any person or organization, except (a) as required by law (in which case, prior to such disclosure Consultant will give DD notice within five days after the receipt of any document ordering such disclosure and an opportunity to obtain a protective order against such disclosure) or (b) to persons employed by DD but only to the extent they need to know such Information for the purpose of assisting in the evaluation or execution of the Consultation. If a protective order or other remedy is not obtained, or DD waives compliance with the provisions of this agreement, the Consultant agrees to furnish only that portion of the Information which the Consultant is advised by counsel is legally required to be furnished. The Consultant will not disclose to any person or entity any of the terms, conditions or other facts with respect to the Consultation except as required by law. All documents or other records which contain the Information will be maintained securely while in the Consultant's possession in a manner consistent with the treatment of highly confidential information.

3. The Consultant will make no use of the Information for any purpose other than in connection with Consultation without DD's prior written consent in each case.

4. The Consultant will not acquire any rights with respect to the Information, all of which rights shall, as between DD and Consultant, remain exclusively with DD.

5. At any time upon DD's request, all Information (and all copies, summaries and notes of the contents or parts thereof, in whatever form) shall be returned to DD and shall not be

retained by Consultant in any form for any reason, and all materials prepared by the Consultant which incorporate or are derived from any of the Information shall be destroyed.

6. Without limiting any other available remedies, DD shall be entitled to an injunction and other equitable relief in the event of any failure of Consultant to comply with the provisions of this agreement. The prevailing party will reimburse the other for the reasonable legal and other fees and expenses incurred in connection with enforcing the terms of this Agreement. No failure or delay by a non-breaching party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

7. Consultant expressly acknowledges that any material contributed, and services rendered (hereinafter, the "Work"), are being specially ordered and commissioned by DD for use in connection with materials to be used and/or published by DD. Consultant hereby acknowledges and agrees that the Work is, was, and/or will be created as a work made for hire for DD under the United States Copyright Act, and that DD is to be considered the author of the Work for purposes of copyright.

8. To the extent that the Work may be ineligible for work-for-hire status, Consultant hereby irrevocably sells, transfers, and assigns to DD all present and future right, title, and interest in and to the Work, in any and all media now known or later developed, and to any intellectual property in the Work, including but not limited to worldwide copyright rights therein (and all renewals and extensions thereof) along with all causes of action, including those for copyright infringement, known or unknown, which have accrued or will accrue, from the conception or creation of the Work.

9. Consultant also agrees that DD may make any changes or additions to the Work, which DD, in its sole discretion, may consider necessary, and may engage others to do any of all of the foregoing, with or without attribution to Consultant. Consultant further agrees to waive any so-called moral rights in the Work. Without limiting the foregoing, DD will have the sole and exclusive right to reproduce, publish, display, publicly perform, sell, and otherwise use the Work, or to refrain therefrom, and to grant such rights to others.

10. Consultant agrees to take any further steps and execute any further documents as DD may deem necessary or appropriate to confirm, implement, or enforce the rights granted and/or confirmed herein, and this obligation will remain in effect following cessation, for any reason, of Consultant's engagement with, or relationship to, DD. Should Consultant fail to take such further steps or execute such documents promptly upon request, DD may, in the name of and on behalf of, Consultant, take such steps or execute such documents. Consultant hereby irrevocably appoints DD as his or her lawful attorney-in-fact with full power to do so. This power of attorney is coupled with an interest and is irrevocable.

11. Nothing herein may be construed to limit any of the rights or remedies of DD in any respect. This Agreement will be effective upon the earlier of DD's initial engagement of Consultant and/or the first creation of the Work.

12. This Agreement constitutes the parties' entire understanding with respect to the subject matter herein, and all prior or contemporaneous agreements, whether oral or written, are hereby merged herein. This Agreement is entered into in the State of California, and is governed by the laws thereof pertaining to the making and performing of contracts. Both parties waive any objection to the personal jurisdiction or venue of the state or federal courts of the State of California.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

Darwin's Data

By _____

Name _____

Title _____

By _____

Name _____

Title _____