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† ALSO ADMITTED IN NEW YORK
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* ONLY ADMITTED IN NEW YORK

April 7, 2022

Consulting Expert Services Agreement

This consulting expert services agreement (“Agreement”) is entered into and effective this 7th day of April, 2022, by and between **Kohn, Swift & Graf, P.C.** (the “Firm”) and **Michael Rinder** (“Consultant”). (Collectively the Firm and Consultant are referred to hereinafter at times as the “Parties.”)

Whereas, the Firm desires to engage Consultant to provide Consultant’s services to the Firm; and

Whereas, Consultant desires to be engaged by the Firm to provide Consultant’s services to the Firm;

Now, therefore, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the sufficiency of which is hereby confirmed, the Parties hereby agree as follows:

1. Services

Consultant shall provide expert consulting services (“Services”) for the Firm in connection with Litigation contemplated by the Firm against the Church of Scientology International and related persons and entities (the “Litigation”), as requested by the Firm.

2. Scope and Terms of Engagement

Consultant is retained by the Firm as an expert in connection with the preparation and prosecution of the Litigation pursuant to Rule 26 of the Federal Rules of Civil Procedure. Consultant agrees to provide such expert or consulting services requested by the Firm that the Consultant and the Firm may agree upon. It is understood that:

(1) Consultant will make an effort to be available upon reasonable notice;

(2) Consultant will keep confidential all documents, communications, information obtained, and/or analyses developed, in connection with the Services, the Litigation or any related litigation matters with respect to which the Firm may seek Consultant's advice and counsel ("Confidential Information");

(3) Consultant will use such Confidential Information solely in connection with Consultant's engagement by the Firm;

(4) Consultant will preserve all documents and communications, including, but not limited to e-mails, generated or received by Consultant in connection with this engagement, as such materials are potentially discoverable in the Litigation;

(5) Consultant will not, at any time, consult for, or otherwise assist, any person or entity with an interest adverse to our clients' interests in the Litigation;

(6) Consultant will not at any time consult for or otherwise assist any other person or entity in the Litigation without the Firm's prior written consent; and

(7) Consultant will keep this retention confidential, unless and until Consultant is identified in court papers as a testifying expert or the Firm otherwise authorizes Consultant to breach this confidentiality;

(8) Should Consultant receive any subpoena, discovery request or other legally enforceable demand or court order for documents or information that may require Consultant to disclose Confidential Information, Consultant shall promptly notify the Firm so that it has the opportunity to take such action as the Firm deems appropriate or necessary to protect the Confidential Information. Absent a final, non-appealable court order, Consultant shall not disclose Confidential Information without the Firm's prior written consent.

3. No Fee for Service; Reimbursable Expenses

The Firm and Consultant agree that, considering the nature of the Firm's work regarding the Litigation, and Consultant's strong interest in advancing the needs of the Firm's clients with respect to the Litigation, Consultant will not charge any fees. Consultant considers the Firm's work representing its clients with respect to the Litigation to constitute adequate and reasonable consideration for Consultant's services, which Consultant desires to render *pro bono*.

The Firm agree to be responsible for any reasonable out of pocket costs Consultant incurs while performing services under this Agreement. Such costs include, but are not limited to, travel, food, lodging, taxi or parking charges. Prior to incurring any reimbursable costs, Consultant will obtain approval from the Firm.

This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with regard to the matters set forth herein and supersedes

all other agreements, proposals, and representations, oral or written, express or implied, with regard thereto. No representation, warranty, condition, covenant, understanding or agreement of any kind with respect to the subject matter of this Agreement shall be relied upon by either of the Parties unless contained in this Agreement.

This Agreement may only be amended or modified in writing, signed by both Parties. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard or giving effect to principles of conflicts of law. Any dispute arising out of or relating to this Agreement, or the matters contemplated herein, shall be litigated in a state or federal court located within Philadelphia, Pennsylvania, and each Party irrevocably consents to the jurisdiction of such court and waives and covenants not to assert or plead any objection or defense which they otherwise may have to such court's jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

KOHN, SWIFT & GRAF, P.C.:

CONSULTANT:



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Michael Rinder

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