

# SIMONYI CONSULTING CENTER

2009

## CONSULTANTS

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HUNYADI, Eva  
University of Pécs Faculty of Business and Economics, Hungary

KONRAD, Thomas  
University of Pécs Faculty of Business and Economics, Hungary

NAGY, Sonja  
University of Novi Sad Faculty of Economics in Subotica, Serbia

SIMMONS, Jay  
Ohio University Faculty of Business, USA

## CONTACT

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Primary telephone:

Alternate telephone:

## SIMONYI SUMMER SCHOOL

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The Faculty of Business and Economics of the University of Pécs, and the College of Business at Ohio University have a history of cooperation dating back to 1989, before transition. Since then there have been joint projects between the two schools, student and faculty exchange and also research collaboration. Three years ago Jeanette Grasselli-Brown who is a member of the Board of Trustees of Ohio University and an honorary professor of the University of Pécs convinced Charles Simonyi to support as a donor the export of the consulting model of the Voinovich School of Leadership and Public Affairs to the Faculty of Business and Economics in Pécs.

As part of this program our consulting team aims to contribute ideas and solutions to help the company to achieve success.

## TECHNICAL ASSISTANCE ENGAGEMENT

This technical assistance engagement ("Agreement") is entered into as of June 26, 2009, between the Simonyi Consulting Center ("SCC") and ISTF Ltd.

### RECITALS:

Whereas, ISTF Ltd has requested technical assistance in conducting market research, plans and developing financial projections for this business.

Whereas, SCC can provide limited, no-cost technical assistance (TA) to entrepreneurs in the development of business plans and related information,

### AGREEMENTS:

Now, therefore, in consideration of the foregoing Recitals and the mutual premises and covenants and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Obligations of ISTF Ltd.** To provide information on company, services, and product information as well as other information not defined that may assist in the completion of technical assistance services.
2. **Obligations of SCC.** To provide primary and secondary market research based on assumptions and information provided by ISTF Ltd, as shown on the Project Schedule below. Services are provided on a "best efforts" basis, with no assurance of suitability for financing or other use.
3. **Waiver by ISTF Ltd.** In consideration of SCC furnishing technical assistance, ISTF Ltd waives all claims (except as provided in Section 5 below) against SCC and their personnel arising from this assistance.
4. **Term.** This Agreement shall be in effect from June 26, 2009 through and including September 1, 2009 (the "Term").
5. **Confidentiality Information.**
  - (a) Each of SCC and ISTF Ltd acknowledges that, during the Term, each will become exposed to Confidential Information concerning this project. SCC agrees that they will not use Confidential Information for any purpose other than in the course of providing TA. SCC shall not disclose such Confidential Information to any third party without the prior consent of ISTF Ltd.
  - (b) The term Confidential Information shall include, but not be limited to, the following: business plans, marketing information, pricing, financial

information, product information and various related business strategies, proprietary and otherwise, of ISTF Ltd.

- (c) SCC may disclose the Confidential Information to each of their staff (professional and student) with a bona fide need to know such Confidential Information, but only to the extent necessary to carry out the TA and only if such persons are advised of the confidential nature of such Confidential Information.
- (d) If SCC or its staff becomes legally compelled (a "Compelled Party") (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, such a Compelled Party shall provide to the party whose Confidential Information a Compelled Party seeks to disclose with prompt prior written notice of such requirement so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or if such party waives compliance with the provisions hereof, a Compelled Party agrees to disclose only that portion of the Confidential Information that it is legally required to disclose and to take all reasonable steps to attempt to preserve the confidentiality of the Confidential Information.
- (e) The term "Confidential Information" does not include any information which (i) at the time of disclosure is generally available to the public (other than as a result of disclosure directly or indirectly by ISTF Ltd or (ii) was available to SCC on a nonconfidential basis from a source other than any party to this Agreement, provided that such source is not and was not known by any party to this Agreement after due inquiry to be bound by a confidentiality obligation owed to any party to this Agreement.

**6. Project Schedule.** See Attachment (Scope Document).

**7. Notice.** All notices required under this Agreement shall be in writing and may be sent by facsimile or by nationally recognized overnight delivery service and shall be deemed to be properly delivered upon receipt by the appropriate party when addressed as provided below:

- 8. **Assignment.** This Agreement shall not be assigned (including by operation of law, whether by merger or consolidation or otherwise) without the prior written consent of the other parties.
- 9. **Entire Agreement.** This Agreement and any documents executed in connection herewith contain the entire agreement among the parties and shall be binding upon and inure to the benefit of the parties hereto and

their respective successors and assigns, and shall be construed and interpreted in accordance with the laws of the State of Ohio.

10. **Severability.** In the event one or more of the provisions contained in this Agreement is deemed to be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be impaired thereby.
11. **Survival.** All representations, warranties, agreements, and obligations of the parties hereto arising prior to the expiration or other termination of this Agreement shall survive such expiration or other termination.
12. **Further Actions.** All parties agree to do, execute, acknowledge and deliver all contracts, agreements and other documents and to take all actions reasonably necessary or desirable to comply with the provisions of this Agreement and the intent thereof.
13. **Amendment.** This Agreement may only be amended in writing by the parties hereto.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered in their names and on their behalf as of the date first set forth above:

**SCC**

By: 

Name: Kevin Aspegren  
Title: Manager of Consulting Services

By: 

Name: Eva Hunyadi  
Title: Consultant, University of Pécs

By: 

Name: Thomas Konrad  
Title: Consultant, University of Pécs

By: 

Name: Sonja Nadj  
Title: Consultant, University of Subotica

By: 

Name: Jay Simmons  
Title: Consultant, Ohio University

**ISTF Ltd**

By: 

Name: Kikásy András