INTELLEX EXPERT TERMS AND CONDITIONS

This Expert Terms and Conditions Agreement ("Agreement") is by and between Intellex LLC ("Intellex") and the expert who agrees to these terms ("Expert"). This Agreement constitutes the master agreement governing Expert's overall relationship with Intellex and applies to all engagements facilitated through Intellex. Each individual engagement will be documented in a separate Engagement Agreement, which is incorporated into and subject to this Agreement. In the event of a conflict between this Agreement and any Engagement Agreement, the Engagement Agreement controls solely with respect to that specific engagement.

1. Expert Services.

So long as Expert's name appears in the Intellex listing of active Experts, Expert will be reasonably available to respond to telephone and e-mail inquiries from Clients (each a "Client") and will diligently provide to such clients accurate and complete information, advice and assistance to the best of their ability with respect to the subject matter of such inquiries. While it is expected that such services will be provided by direct telephone or e-mail exchange of information between Expert and Intellex clients, a limited review of materials and calculations related to such telephone or e-mail exchanges may be necessary to adequately respond to the Client's inquiries. In rendering services hereunder, Expert shall at all times be an independent contractor. Responsibility for any third-party claims for damages arising out of Client's use or inability to use the information provided by Expert will be assumed by the Client unless the third-party claim is the direct result of the gross negligence or intentional wrongdoing of Expert.

2. Compensation.

Compensation for consulting is negotiated on a project-by-project basis as agreed upon between Intellex, Expert and the Client. Intellex places no limits on Expert's proposed project-based rates and fees. Intellex reserves the right to not pay Expert for services rendered hereunder if Intellex elects not to charge for the services due to dissatisfaction by the Client with such services. For all consulting engagements, Expert will be set up as an independent contractor of Intellex and will invoice and bill Intellex, not Intellex's client.

Expert shall submit invoices to Intellex in an acceptable format no later than the fifth (5th) business day following the month in which services were performed. Failure to timely submit invoices may result in delayed or forfeited payment at Intellex's discretion.

3. Policies and Procedures.

Expert shall provide the services described in this Agreement in accordance with prevailing professional standards and with the policies and procedures from time to time established by Intellex. Expert shall maintain records of all client communications.

Expert agrees to use Intellex-approved deliverable templates where directed, to be referenced as an "Intellex Expert" in all communications with Clients, and not to discuss the financial terms of Expert's arrangement with Intellex with any Client or Client representative.

4. Confidential Information; Non-Disclosure.

(a) Definition.

As used in this Agreement, "Confidential Information" means any and all information, know-how, and data, technical and non-technical, disclosed by Intellex or its Clients, or obtained by Expert in connection with Expert's engagement, including but not limited to: (i) patents and patent applications; (ii) trade secrets; and (iii) proprietary information such as ideas, samples, drawings, plans, products, services, processes, algorithms, software programs and source documents, and formulae related to current, future, and/or proposed products and services, and including, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customers, suppliers, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, and any other information provided, whether disclosed in oral, written, graphic, photographic, electronic, or any other form.

(b) Non-Disclosure and Non-Use Obligations.

Expert agrees that at all times, except as approved in advance in writing by Intellex or the applicable Client:

(i) Expert will hold Confidential Information in strict confidence and shall exercise a reasonable degree of care to prevent its disclosure to others;

(ii) Expert will not disclose or divulge Confidential Information to others, directly or indirectly, unless first authorized to do so;

(iii) Expert will not reproduce or use the Confidential Information for any purpose other than the performance of services under this Agreement; and

(iv) Expert will immediately notify Intellex upon discovery of any loss or unauthorized disclosure of Confidential Information.

Expert will not use Confidential Information to trade securities or make investment decisions. Any information related to any screening call between Expert and an Intellex client (including the fact that the screening call took place) shall constitute Confidential Information which Expert may not use or disclose without Intellex's prior written permission.

(c) Material Non-Public Information.

"Material non-public information" means information relating to a company that has not been made public but could have an impact on its share price. Expert understands that some Confidential Information may constitute material non-public information. Expert agrees not to use material non-public information learned in the course of providing services to trade securities or make investment decisions. Expert understands that doing so may constitute a violation of applicable securities laws.

(d) Intellectual Property and Client Rights.

All patents, patent applications, trade secrets, processes, formulas or other proprietary information arising out of or resulting from services provided to a Client pursuant to this Agreement shall be the sole property of the Client, and Expert shall assert no interest therein. Expert agrees to cooperate reasonably with Clients to obtain patents or otherwise protect proprietary interests of Client; Expert will be entitled to reasonable additional compensation for cooperation that extends beyond the event giving rise to the Client's request. Expert's obligations under this Section shall not apply to any information which documentary evidence shows to have been known to Expert at the time of disclosure, or to have been obtained from third parties not under an obligation of confidence to the Client, or to have entered the public domain through no fault of Expert.

Expert acknowledges that Intellex, its Clients, and applicable third-party owners are and shall remain the exclusive owners of the Confidential Information. No license or conveyance of any rights in the Confidential Information is granted or implied under this Agreement. If Expert is a corporation or other legal entity, Expert shall obtain written commitments to the provisions of this Section from each person employed by or associated with Expert who has access to any Confidential Information.

Upon completion of an engagement, termination of this Agreement, or upon written request by Intellex or a Client, Expert shall promptly return or destroy all Confidential Information (including all copies, notes, memoranda, and summaries thereof) and, upon request, provide written certification of such return or destruction.

(e) Remedies.

Expert recognizes and agrees that money damages may not be a sufficient remedy for any breach of this Section. Intellex and/or Clients shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any breach or threatened breach, and Expert further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed the exclusive remedy but shall be in addition to all other remedies available. Expert agrees to indemnify, defend, and hold Intellex and its Clients harmless against any liability, damage, costs, and reasonable attorneys' fees resulting from Expert's breach of this Section.

Upon the reasonable request of a Client, Expert agrees to enter into an appropriate form of non-disclosure agreement directly with the Client.

5. Expert's Own Confidential Information and Proprietary Rights.

Expert is not required to disclose confidential information or proprietary rights owned by Expert or any other person or entity during the course of an engagement. Expert may, at Expert's option, require a Client to sign a reasonable confidentiality agreement with respect to any information that Expert may properly disclose. Expert agrees to indemnify and hold Intellex harmless from any and all damages, liabilities, costs and expenses, including reasonable attorneys' fees, resulting from any claims that Expert has wrongfully disclosed confidential or proprietary information of others.

6. Access to Clients.

Expert shall make every attempt to return telephone calls and e-mails within 24 hours of receiving an inquiry from an Intellex client. If Expert becomes unable to timely respond to Client inquiries, Expert may temporarily remove their name from the active list of experts and Intellex shall have the right to remove Expert's name from the active list of Intellex experts listed on the Website.

7. In-Depth Interviews.

Definition.

An "In-Depth Interview" means an interview between Expert and a Client regarding industry trends in which an Expert may provide the Client an overview of how an industry operates. The billing terms below apply as defaults and may be modified by a specific Engagement Agreement.

Cancellation During Interview.

If a Client ends an In-Depth Interview within the first ten (10) minutes because the Client believes that the Expert does not have the information the Client wants, then Expert agrees that the Client will not be charged, and Expert will not be paid, for the session.

Minimum Interview Duration.

Thirty (30) minutes is the minimum amount of time that will be billed for In-Depth Interviews. If an In-Depth Interview takes less than thirty (30) minutes (but more than ten (10) minutes), the Client will be billed, and Expert will be paid, for thirty (30) minutes of time.

Running Over Time.

If an In-Depth Interview exceeds the scheduled time by ten (10) or more minutes, additional time will be billed in fifteen (15) minute increments, rounded up to the nearest fifteen-minute increment. If the overage is less than ten (10) minutes, no additional cost will be invoiced or paid, and the extra time will be considered a grace period.

8. Additional Consulting Services.

During the period when Expert is acting as an Intellex expert and for one (1) year after termination of this Agreement: (i) should Expert provide any consulting services to an Intellex-introduced client, the terms of such engagement must be as agreed upon between Intellex, Expert and the Client; (ii) Expert must work through Intellex in order to provide services to such Client, and all engagements of Expert by such Client must be facilitated by Intellex; and (iii) Expert agrees not to knowingly circumvent or exclude Intellex from engagements with the client.

Expert and Intellex will work together to scope and propose work for all Intellex-introduced clients. Many projects will require the Expert and Intellex staff to work together as a team to deliver the most valuable service as possible to the client. Intellex is a full-service expert network firm providing everything from quick-turnaround answers to in-depth projects with its own staff as well as expert services via its network. Expert and the Intellex representative will have a conference call with the client to determine the scope of work, schedule, and fees for the proposed project, except for In-Depth Interview engagements. Expert's rates for each individual project will be discussed and built into the proposal created by the Intellex representative. Expert compensation for each engagement is negotiated on a project-by-project basis.

In the event that a project is initiated between an Intellex-introduced client and Expert without Intellex involvement ("Additional Services"), it will be considered a breach of this Agreement and Expert must pay a referral fee to Intellex equal to fifty percent (50%) of gross revenues from such Additional Services. Expert acknowledges that Intellex has invested substantial sums to market and promote its expert services and to encourage and facilitate free exchange between Expert and Intellex's clients, and that such factors enhance Expert's opportunity to contract with Intellex clients. The referral fee provisions of this Section shall not apply: (i) to payments for services rendered by Expert to U.S. federal government departments and agencies; or (ii) to payments for services rendered where Expert's engagement was the result of factors not materially related to Expert's relationship with Intellex, as demonstrated by Expert to Intellex's reasonable satisfaction, including: (a) Expert had performed services for or initiated contacts with the client prior to entering this Agreement; or (b) Expert became known to the client through Expert's own efforts during or prior to this Agreement. If Intellex discovers that Expert has failed to pay for Additional Services, Intellex shall have the right to immediately remove Expert's name from its website and/or terminate this Agreement.

9. Limitation on Other Activities.

Except as limited in Section 8 above, Expert is not prohibited or restricted in any manner from providing services of any kind which extend beyond the scope of this Agreement or from engaging in any other employment with clients of Intellex or otherwise.

10. Conflicts of Interest; Expert Warranties.

Expert shall not give any advice or information to a company to which Expert has a connection as an employee, owner, director, board member, or in a similar position. Expert will refrain from answering any client inquiry or participating in an interview where Expert is unsure whether doing so will create a conflict of interest or violate a confidentiality agreement to which Expert is subject. Expert will abide by (i) any Client-specific compliance rules communicated to Expert and (ii) any standard codes of conduct and compliance rules within Client's industry. Expert warrants that Expert's participation in an engagement will not: (i) present any conflict of interest; (ii) cause Expert to breach any agreement or legal obligation with a third party; (iii) result in the disclosure of any non-public, confidential, or proprietary information not owned by Expert; or (iv) violate any law, rule, regulation, industry code of conduct, or court order. Expert warrants that Expert has reviewed all current and prior employment agreements and policies to which Expert is subject, and that Expert's participation in an engagement will not cause a violation of such agreements or policies.

11. Termination.

This Agreement may be terminated at any time and for any reason by either party upon delivery of written notice to the other. Expert shall be paid for accrued fees due and owing, billed and unbilled, as of the date of termination. The obligations of Expert under Sections 4 and 8 hereof shall survive any termination of this Agreement. In addition, Expert will keep confidential all information concerning Intellex's business or operations, will not copy any of such information, and shall return all such information to Intellex upon termination of this Agreement.

12. Independent Contractor; Tax Obligations.

Expert is an independent contractor of Intellex and is not an employee, partner, agent, or joint venturer of Intellex for any purpose. Expert is solely responsible for the payment of all federal, state, and local income taxes, self-employment taxes, social security contributions, and any other taxes or obligations arising from or related to compensation received under this Agreement. Expert shall not be entitled to participate in any employee benefit plans, programs, or policies of Intellex. Expert shall not hold itself out as an employee of Intellex.

13. Non-Solicitation.

During the term of this Agreement and for a period of twelve (12) months following its termination, Expert agrees not to, directly or indirectly, for Expert's own benefit or for the benefit of any third party: (a) solicit business from, or provide the same or substantially similar services as those provided under this Agreement to, any individual employed by or associated with an Intellex Client to whom Expert was introduced through Intellex; or (b) accept any engagement to perform the same or substantially similar services for such Client or individual outside of an Intellex-facilitated arrangement. These restrictions are in addition to, and not in lieu of, the provisions of Section 8. They do not apply to any individual with whom Expert had a pre-existing

business relationship prior to introduction through Intellex, which Expert may document in writing at the commencement of each engagement.

14. Confidentiality of Compensation Rates.

Expert agrees not to disclose Expert's compensation rates, billing rates, or any other financial terms of this Agreement to any Client or Client representative. Expert shall refer all such inquiries to Intellex.

15. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire master agreement between Intellex and Expert and, except as provided in Section 3, may not be modified or amended without the written consent of both parties. This Agreement supersedes all prior agreements of the parties.

(b) Governing Law; Venue. This Agreement shall be governed by the laws of the State of Ohio, without application of its conflict of law provisions. All legal proceedings relating to the subject matter of this Agreement shall be maintained in the state or federal courts located in Cincinnati, Ohio, and each party hereby irrevocably consents to the exclusive jurisdiction and venue of such courts.

(c) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

(d) Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic or digital signatures shall be deemed valid and binding to the same extent as original ink signatures.

(e) Notices. Any notice required or permitted under this Agreement shall be in writing and deemed delivered when sent by: (i) email to the address on file, with receipt confirmed; (ii) overnight courier; or (iii) certified mail, return receipt requested, to the last known address of the receiving party.

ACCEPTANCE: By joining or participating in the Intellex Expert Network, Expert agrees to be bound by these Terms and Conditions as of the date Expert is added to the Network (the "Effective Date").