

Expert Agreement

This expert agreement (“Agreement”) is by and between Intellex LLC (“Intellex”) and the expert who agrees to these terms (“Expert”).

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 Big Village clients (each a “Client”), and will diligently provide to such clients accurate and complete information, advice and assistance to the best of his or her 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, the expert will be set up as an independent contractor of Intellex and the expert will invoice and bill Intellex, not Intellex’s client, since the expert will be working as an independent contractor of Intellex.

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.

4. Client Confidential Information and Proprietary Rights.

Expert agrees to treat all information received from Intellex or Intellex’s client (“Confidential Information”) as confidential and proprietary and not to use or disclose any of such information or the identity of any Client without first obtaining the Client’s or Intellex’s express written authorization. Expert will not use the Confidential Information for any purpose except to render services the applicable client. Expert agrees not to 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. Upon the reasonable request of a Client, Expert agrees to enter into an appropriate form of non-disclosure Agreement with the Client. All patents, patent applications, trade secrets, processes, formulas or other proprietary information arising out of or resulting from the services provided to a Client by Expert pursuant to this Agreement shall be sole property of the Client, and Expert shall assert no interest therein. Expert agrees to cooperate reasonably with Clients to obtain patents or otherwise to protect any proprietary interests of client. It is understood that in providing such services, Expert will be entitled to reasonable compensation should such services extend beyond the event giving rise to the Client’s request for cooperation. Expert’s obligations under this paragraph 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 by Expert from third-parties not under an obligation of confidence to the Client, or to have entered the public domain through no fault of Expert. If Expert is a corporation or other legal entity, Expert shall obtain written commitments to the provisions of this paragraph from each person employed by or associated with Expert who has any access to information which Expert is required by this paragraph to keep confidential.

“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 that, in accordance with the above, it will not 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.

5. Expert's 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 event. An Expert may, at Expert's option, require client to sign a reasonable confidentiality agreement with respect to any information that Expert may properly disclose subject to such an agreement. Expert agrees to indemnify and hold Intellex harmless from any and all damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses 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, the Expert may temporarily remove his or her 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.

Cancellation During Interview. If a Client ends an In-Depth Interview within the first ten (10) minutes of the interview because the Client believes that the Expert does not have the information that 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 amount of time scheduled for the interview by ten (10) or more minutes, then the Client will be billed, and Expert will be paid, for additional time. Additional time will be billed in fifteen (15) minute increments, and will be rounded up to the nearest fifteen-minute increment. If an In-Depth Interview exceeds the amount of time scheduled for the interview by an amount of time less than ten (10) minutes, then 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 research firm providing everything from quick-turnaround answers to in-depth studies with our own staff as well as expert services via our network. Expert and the Intellex representative will have a conference call with the client to determine the scope of work, schedule and fees/investment for the proposed project. The expert's rates for each individual project will be discussed and built into the proposal that is created by the Intellex representative. Expert compensation for project-based research is negotiated on a project-by-project basis. The expert will be set up as an independent contractor of Intellex and the expert will invoice and bill Intellex, not Intellex's client, since the expert will be working as an independent contractor of Intellex.



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. The referral fee is fifty percent (50%) of gross revenues. Expert acknowledges that Intellex has invested substantial sums to market and promote its expert services under this Agreement 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 provisions regarding referral payments 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 by Expert where Expert’s engagement to perform such services was the result of factors which are not materially related to Expert’s relationship with Intellex, as demonstrated by Expert to the reasonable satisfaction of Intellex. Factors which Intellex will consider when evaluating item (ii) in the foregoing sentence include the following: (a) Expert had performed services for or had initiated contacts with the client prior to Expert entering into this Agreement; or (b) Expert became known to the client through Expert’s own efforts (through reputation, seminar presentations, Expert marketing or otherwise) during this Agreement or prior to Expert entering into this Agreement. If Intellex discovers that Expert has failed to pay Intellex for Additional Services, then in addition to any other rights Intellex may have, Intellex shall have the right to immediately remove Expert’s name from the list of Intellex experts on its website and/or terminate this Agreement.

9. Limitation on Other Activities.

Except as limited above in Section 7, Additional Consulting Services, 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 a similar position. Expert will refrain from answering any client inquiry or from participating in an interview where Expert is unsure whether providing an answer or participating 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 which have been 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 the 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 the 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 7 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. Miscellaneous.

This Agreement constitutes the entire agreement between Intellex and Expert and, except as provided for in Section 3 hereof, may not be modified or amended without the written consent of both parties.

This Agreement supersedes all prior agreements of the parties. 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 Ohio state court or United States federal court and Intellex agrees that jurisdiction and venue for any such legal proceedings shall lie exclusively with such courts.

By signing below, Expert acknowledges these restrictions are reasonable to protect Intellex 's good will, proprietary interests, and business relationships.
Accepted and agreed to this day.

Signed By: _____

Expert Name:

Today's Date: