

CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into on February 18, 2014 (the "Agreement"), by and between XXXXXXXXX, a XXXX limited liability company ("XXXXXXXXXX"), with offices at XXXXXXXX, and Aaron [XXXXXX] ("Consultant"), currently residing in [XXXXXX], NY.

WHEREAS, XXXX is desirous of appointing Consultant and Consultant is agreeable to being appointed Consultant to XXXXXXXXXX for the provision of Consulting Services (the "Services") on the terms, provisions and conditions herein set forth;

NOW, THEREFORE the parties agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence on the date set forth above and shall continue until terminated as set forth herein.
2. CONSULTING SERVICES TO BE PROVIDED. Consultant shall perform the following Services, including, but not limited to: Evaluating prospective clients; Providing advice and analysis of clients' business, Publishing views on clients on investment forums (e.g. Seeking Alpha, Motley Fool, etc.). Consultant may engage in other business activities as may be permissible under the terms of this Agreement. XXXXXXXXXX and the Consultant agree that the Consultant's manner and timing of his performance of the Services for XXXXXXXXXX shall be done in such a way as the Consultant determines in the exercise of his reasonable discretion and will enable Consultant to perform the Services for XXXXXXXXXX in a reasonably timely fashion.
3. COMPENSATION. In consideration of Consultant providing the Services, up until termination or modification of this Agreement, XXXXXXXXXX agrees to pay or cause to pay to Consultant a mutually agreed upon amount, in writing, to be determined on a case-by-case, project-basis, **as defined in Appendix A (attached hereto)**. Consultant's compensation structure is subject to change upon the mutual agreement of the parties hereto with such provisions to be determined by subsequent amendment, in writing, signed by the parties.
4. EXPENSES. Consultant shall promptly be reimbursed for reasonable and actual out of pocket expenses incurred in performance of the duties and responsibilities hereunder after presentation of receipts and expense reports; provided, however, that Consultant must obtain prior approval from XXXXXXXXXX for any single expense in excess of \$100 which will then be paid directly by XXXXXXXXXX.
5. INDEPENDENT CONTRACTOR STATUS. Both XXXXXXXXXX and Consultant agree that Consultant shall be acting as an independent contractor and not as an employee, servant or agent of XXXXXXXXXX. Accordingly, it is agreed that Consultant shall not have any authority to act for or on behalf of XXXXXXXXXX or to bind XXXXXXXXXX without its express consent. Consultant shall not be considered as having employee status for the purpose of any employee benefit plan applicable to XXXXXXXXXX's employees generally.

XXXXXXXXXX does not have the right to direct how the Consultant will achieve the results requested by the XXXXXXXXXXXX, however, Consultant agrees to abide by all ethical and legal standards to accomplish the services requested. Consultant agrees to only use his legal name or business/trade/pseudonym when writing for outside publications or posting to websites, to fully comply with the website/publication's Terms of Use, including, but not limited to disclosures about identity and compensation. Consultant indemnifies and holds harmless XXXXXXXXXXXX against any claims that may arise out of his posting/publishing any Content. Consultant is responsible for the payment of any taxes, including, without limitation, all federal, state and local, social security, unemployment and disability taxes, sales and use taxes and other business taxes on payments received by him. Inasmuch as Consultant is being engaged as an independent contractor, Consultant shall not be entitled to participate in or receive any health, disability and dental benefits, insurance programs, pension and retirement plans that may be offered by the XXXXXXXXXXXX.

6. REPRESENTATIONS

6.1. Consultant's Representations. Consultant represents and warrants that he is free to enter into this Agreement and to perform each of the provisions contained herein. Consultant represents and warrants that he is not restricted or prohibited, contractually, by court order, agreement or otherwise, from entering into and performing this Agreement, and the Services to be performed hereunder, and that Consultant's execution and performance of this Agreement is not a violation or breach of any agreement between Consultant and any other person or entity. Consultant indemnifies and holds harmless XXXXXXXXXXXX against any claims that may arise should the performance of the Services be found to be in violation or breach of any agreement between Consultant and any other person or entity. Consultant agrees that XXXXXXXXXXXX shall be entitled to and shall solely and exclusively own all results and proceeds of Consultant's services hereunder, including all discoveries made or processes, materials or intellectual property created, developed, composed, added or interpolated and any and all inventions, algorithms, formulae, graphic designs, narrative works, design specifications, programming, source code, object code, flow charts, data, compilations of data, and other information of any nature compiled or authored by Consultant (the "**Work**"), in any and all forms or formats throughout the universe in perpetuity, all of which shall be considered a work-for-hire for XXXXXXXXXXXX within the meaning of Title 17 of the United States Code. Consultant automatically assigns to XXXXXXXXXXXX, at the time of creation of the Work, without any requirement of further consideration, any and all right, title and interest Consultant may have in and to the Work, including any copyrights, trademark, patent or other intellectual property rights pertaining thereto. Upon request of XXXXXXXXXXXX, Consultant agrees to take any such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment. Consultant hereby assigns and transfers to XXXXXXXXXXXX all the foregoing without reservation, condition, or limitation, and no right of any kind, nature, or description is reserved by Consultant. If Consultant fails or refuses to execute and deliver any such separate assignments or other documents, XXXXXXXXXXXX shall have and is granted the right and authority, with full power of substitution, to execute the same in Consultant's name and as Consultant's

attorney-in-fact. This power of attorney, being coupled with an interest, shall be irrevocable.

- 6.2. Company's Representations. XXXXXXXXXXXX represents and warrants that it is duly authorized to enter into this Agreement and that performance of its obligations under this Agreement is not a violation or breach of any agreement between XXXXXXXXXXXX and any other person or entity.

7. TERMINATION

- 7.1. Termination by XXXXXXXXXXXX. This Agreement may be terminated by XXXXXXXXXXXX upon prior written notice to Consultant. If this Agreement is terminated by XXXXXXXXXXXX, then Consultant shall be entitled to receive any amounts due through the effective date of such termination, including reimbursement of expenses. All provisions of Sections 8 and 9 shall remain in effect after a termination of this Agreement by XXXXXXXXXXXX, or any other termination of this Agreement. All payments due hereunder shall be made within ten (10) days of termination by XXXXXXXXXXXX.

- 7.2. Termination by Consultant. This Agreement may be terminated by Consultant upon prior written notice to XXXXXXXXXXXX. In the event of termination of this Agreement by Consultant, all provisions of Sections 8 and 9 shall remain in effect.

- 7.3. Return of Materials. Following termination of Consultant's engagement for any reason, Consultant shall promptly return all property and materials, including copies, of XXXXXXXXXXXX that are then in Consultant's possession, in whatever form or medium, including but not limited to any Confidential Information as defined in Section 8 below.

8. NON-DISCLOSURE AND NON-SOLICITATION

- 8.1. Confidential Information. Consultant shall not, at any time during the Term, or thereafter, either directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation, any Confidential Information (as defined herein), except as may be required by law or valid legal process. In the event that Consultant is served with formal legal process requesting any Confidential Information, Consultant shall notify XXXXXXXXXXXX within three (3) business days of receipt of the request and provide XXXXXXXXXXXX with a copy of the request. "Confidential Information" shall mean any matters in paper, electronic, or any other format, affecting or relating to the business of XXXXXXXXXXXX which derives economic value, actual or potential, from not being generally known to the public or trade, including, but not limited to, all client lists, names and addresses of clients, contact persons at clients, agreements or arrangements with clients, lists of prospects or potential clients, databases of shell companies, sales information, lists of shell companies and information generated from XXXXXXXXXXXX's databases concerning shell companies, data, materials, products, technology, manuals, marketing plans, techniques, know-how, processes, designs, specifications, experimental and development work, computer programs, inventions,

trade secrets, developments, research activities and plans, prices, software, cost of production, equipment, prototypes, and financial information relating to the business, products, practices and techniques of XXXXXXXXXXXX or any of its affiliates, clients, or consultants that is not disclosed publicly. Further information, for purposes of this agreement shall be considered to be Confidential Information if such information is not generally known to the public or trade, even though such information has been disclosed to one or more third parties who have obligations of confidentiality for such information to XXXXXXXXXXXX. Consultant has been advised by XXXXXXXXXXXX that said Confidential Information is proprietary to XXXXXXXXXXXX, and constitutes a trade secret owned exclusively by XXXXXXXXXXXX, the disclosure of which would be harmful and damaging to XXXXXXXXXXXX's business. XXXXXXXXXXXX shall not, at any time during the Term, or thereafter, either directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation, the identities or any information concerning the Consultant Contacts, other than to its employees and agents for purposes related to its business. For the purposes of this agreement, Consultant agrees that the above may be amended from time to time by mutual consent and upon such amendment the provisions of this Agreement shall also apply to any such amendment.

8.2. Exceptions Concerning Confidential Information. Notwithstanding the foregoing provisions, use of Confidential Information shall not violate Section 8.1 if used by Consultant in connection with the provision of Services hereunder in a manner consistent with Consultant's responsibilities.

8.3. XXXXXXXXXXXXX Materials. All reports and analysis, contact information, contracts, contractual arrangements, proposed and actual pricing arrangements, specifications, computer software, computer records and data stored in XXXXXXXXXXXX's computers, computer printouts, computer disks, documents, memoranda, notebooks, correspondence, files, lists and other records, and the like, including, but not limited to the Confidential Information listed in in Section 8.1, and all photocopies or other reproductions thereof, affecting or relating to the business of XXXXXXXXXXXX which Consultant shall prepare, use, construct, observe, possess or control in the performance of his obligations under this Agreement ("XXXXXXXXXXXXX Materials"), shall be and remain the sole property of XXXXXXXXXXXX. Upon termination of this Agreement, Consultant shall deliver promptly to XXXXXXXXXXXX all such XXXXXXXXXXXX Materials and any copies or excerpts thereof as well as destroy any copies or excerpts remaining in Consultant's possession. Consultant shall provide a written certificate to XXXXXXXXXXXX regarding destruction within ten (10) days thereafter. XXXXXXXXXXXX shall retain all ownership in and to any Confidential Information respectively that is disclosed by it hereunder, including all improvements, modifications or derivative works of its Confidential Information respectively and any patents, copyrights or other intellectual property rights therein. Nothing contained herein shall be construed as granting Consultant a license to any of the intellectual property rights in the Confidential Information of XXXXXXXXXXXX.

8.4. Consultant Materials. Upon termination of this Agreement, Consultant shall deliver promptly to XXXXXXXXXXXX all documents containing contact or identifying

information for the Consultant Contacts, but may retain one copy of such documents for its own internal records.

9. MERGER, ETC., OF XXXXXXXXXXXX. In the event of a future disposition of the properties and business of XXXXXXXXXXXX, substantially or in its entirety, by merger, consolidation, sale of assets, or otherwise, then XXXXXXXXXXXX may assign this Agreement and all of the rights and obligations of XXXXXXXXXXXX under this Agreement to the acquiring or surviving entity; provided, that such acquiring or surviving entity shall assume in writing all of the obligations under this Agreement.

10. GENERAL PROVISIONS

- 10.1. Severable Provisions. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

- 10.2. Assignment. This Agreement may not be assigned by XXXXXXXXXXXX or Consultant, except as set forth in Section 9.

- 10.3. Waiver. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every other provision of this Agreement.

- 10.4. Entire Agreement; Amendments. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the consulting arrangement between Consultant and XXXXXXXXXXXX and contain all of the covenants and agreements between the parties with respect to the consulting arrangement between Consultant and XXXXXXXXXXXX. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement will be effective unless it is in writing signed by the party to be charged.

- 10.5. Titles and Headings. Titles and headings to sections of this Agreement are for the purpose of reference only and shall in no way limit, define or otherwise affect the interpretation or construction of such provisions.

- 10.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute a single agreement.

- 10.7. Governing Law; Jurisdiction. Any dispute, disagreement, conflict of interpretation or claim arising out of or relating to this Agreement, or its enforcement, shall be governed by the laws of the State of New York. Consultant and XXXXXXXXXXXX

hereby irrevocably and unconditionally submit, for themselves and their property, to the non-exclusive jurisdiction of federal and state courts of the State of New York sitting in the New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such state, or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to above. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices below. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement or the transactions contemplated hereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this section.

10.8. Notices. Any notice to be given to XXXXXXXXXXXX under the terms of this Agreement shall be addressed to XXXXXXXXXXXX at the address of XXXXXXXXXXXX's principal place of business, XXXXXXXXXXXXXXXXXXXX, and any notice to be given to Consultant shall be addressed to Consultant at the address set forth at the beginning of this Agreement, or at such other address as either party may hereafter designate in writing to the other. Any notice required or permitted under this Agreement shall be in writing, shall be sent by certified mail, return receipt requested, or by hand, and shall be deemed effective: (i) upon receipt in the event of delivery by hand, including delivery made by private delivery or overnight mail service where either the recipient or delivery agent executes a written receipt or confirmation of delivery; or (ii) 48 hours after deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

XXXXXXXXXXXX

Signed: _____
XXXXXXXXXXXXXXXX

[Signature of Consultant]

NAME OF CONSULTANT

Appendix A

Payment Terms

Beginning March 1,2014, Consultant shall be paid a monthly sum of **\$5,000.00 USD** for services rendered, upon receipt of an invoice on or around the last business day of each month. Payment shall be considered due upon receipt of invoice.

The term of the contract will last not less than four (4) months from inception upon which the payment will be considered month to month.

To start the contract, Consultant will be paid for the first month's services up front, whereas every successive month the payments will be rendered at the end of that month's services.

Future project based payment to be determined and appended to Appendix A as necessary.