

INDEPENDENT CONTRACTOR AGREEMENT

MANAGING DIRECTOR OR MANAGING ENTERPRISE

THIS AGREEMENT (“AGREEMENT”) is made the day of submission by and between COMMONWEALTH CAPITAL, LLC, a Michigan Limited Liability Company, registered in Illinois, DBA “COMMONWEALTH CAPITAL”, or COMMONWEALTH,” and you the (“CONTRACTOR”) collectively referred to as the “PARTIES.”

PRELIMINARY STATEMENTS

WHEREAS, COMMONWEALTH CAPITAL desires to contract with CONTRACTOR on the terms and conditions, and for the consideration hereinafter set forth and CONTRACTOR desires to provide services to COMMONWEALTH CAPITAL on such terms and conditions and for such consideration; and

FOR AND IN CONSIDERATION OF their mutual promises, assertions, and covenants set forth herein, whereas the Parties herein mentioned above and below are mutually desirous of working together for their common benefit, said Parties agree to abide by the following terms and conditions:

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

STATEMENT OF AGREEMENT

ARTICLE I AFFILIATION AND DUTIES

1.1 **Affiliation; Effective Date.** COMMONWEALTH CAPITAL agrees to engage the services of CONTRACTOR and CONTRACTOR agrees to provide services to COMMONWEALTH CAPITAL, commencing as of the date of this Agreement subject to the terms and conditions of this Agreement.

1.2 **Position.** COMMONWEALTH CAPITAL shall engage **CONTRACTOR** in the areas as defined within this Agreement, in the **position and title of MANAGING DIRECTOR if acting as an individual person or MANAGING ENTERPRISE if ACTING AS A LEGAL ENTITY, if appropriate, determined by COMMONWEALTH CAPITAL.** While serving COMMONWEALTH CAPITAL pursuant to this AGREEMENT, CONTRACTOR will have the title “MANAGING DIRECTOR,” if CONTRACTOR is an individual, or “MANAGING ENTERPRISE,” if CONTRACTOR is formed as a business entity. MANAGING ENTERPRISE shall have at least one designated individual dedicated to the sales and service aspects of this agreement. The terms “MANAGING DIRECTOR” and “MANAGING ENTERPRISE” are equivalent in all respects for the purposes of this AGREEMENT. As such, CONTRACTOR shall have the responsibilities, duties, and authority pertaining to such position as designated in this Agreement and within the COMMONWEALTH CAPITAL Managing Director Orientation and Training Course and such other duties as may be reasonably assigned to CONTRACTOR by the General Manager/CEO or his assigns, as indicated from time-to-time, which are consistent with such position. CONTRACTOR shall not be considered a Member, officer, manager, or board

member of the LLC and shall have no voting rights unless Membership Interests are acquired by the CONTRACTOR through outright purchase. Members of COMMONWEALTH CAPITAL shall be bound by all of the provisions of the Operating Agreement of COMMONWEALTH CAPITAL. CONTRACTOR will not have any authority to bind COMMONWEALTH CAPITAL in any manner except in accordance with the COMMONWEALTH CAPITAL Managing Director Orientation and Training Course.

1.3 Primary Duties and Services.

(i) CONTRACTOR agrees to serve in the position referred to in Section 1.2 and to perform diligently and to the best of CONTRACTOR'S abilities the duties and services pertaining to such position, as well as, such additional duties and services appropriate to such position which the Parties mutually agree upon from time to time.

(ii) The primary duties of CONTRACTOR include, but are not limited to, introducing potential portfolio companies to COMMONWEALTH CAPITAL'S INCOME FUND(s). The introduction is to be done solely through the COMMONWEALTH CAPITAL website. All procedures, as outlined in the Managing Director's Orientation and Training Course, must be strictly adhered to. Such Managing Director's Orientation and Training materials will change from time-to-time, and it is the CONTRACTOR'S responsibility to keep fully informed on COMMONWEALTH CAPITAL'S policies, protocols and procedures related to the CONTRACTOR'S position as Managing Director further outlined in the Managing Director Orientation and Training Course, which may be changed from time-to-time.

(iii) CONTRACTOR shall have the ability and authority to perform CONTRACTOR'S duties in accordance with CONTRACTOR'S best judgment, according to the schedule (or no schedule) as solely determined by CONTRACTOR, and at all times in compliance with applicable State and Federal Laws. As to those persons/institutions referred to CONTRACTOR by COMMONWEALTH CAPITAL, COMMONWEALTH CAPITAL may require CONTRACTOR to report on its handling and progress of referred business from time to time to COMMONWEALTH CAPITAL'S Designated Supervisor or Manager for the particular department in which the CONTRACTOR is assigned. CONTRACTOR'S affiliation shall also be subject to the policies maintained and established by COMMONWEALTH CAPITAL that are of general applicability to COMMONWEALTH CAPITAL'S CONTRACTORS.

(iv) CONTRACTOR shall be responsible for reading the Managing Director Orientation and Training Course initially and then each time it is updated, as directed by COMMONWEALTH CAPITAL.

(v) COMMONWEALTH CAPITAL will provide CONTRACTOR with the necessary materials and forms to carry out such duties and responsibilities as indicated within Managing Director Orientation and Training Course.

(vi) CONTRACTOR will use CONTRACTOR'S COMMONWEALTH CAPITAL email address assigned to CONTRACTOR by COMMONWEALTH CAPITAL for any and all correspondence related to business with COMMONWEALTH CAPITAL and its related prospective portfolio company candidates.

1.4 Other Interests. During the period of this Agreement, CONTRACTOR shall have discretion to devote as much time and effort in performing his/her/its duties as CONTRACTOR deems necessary to carry-out and maximize CONTRACTOR'S performance hereunder. CONTRACTOR may engage, directly or indirectly, in other related business(es) that do not conflict (in the estimation of COMMONWEALTH CAPITAL) with CONTRACTOR'S duties hereunder and/or the business of COMMONWEALTH CAPITAL, or federal and/or state laws. The foregoing limitations shall not prohibit CONTRACTOR from serving on civic or charitable boards, or on the boards of other companies, provided that CONTRACTOR'S service on such

boards is not harmful to the business interests of COMMONWEALTH CAPITAL, or federal or state laws, rules, and regulations (in the estimation of COMMONWEALTH CAPITAL), and provided that CONTRACTOR notifies COMMONWEALTH CAPITAL, in writing, in advance of engaging in such service. Contacts derived from CONTRACTOR'S other interests shall remain the contacts of the CONTRACTOR. **HOWEVER, CONTRACTOR SHALL NOT SOLICIT ANY PORTFOLIO COMPANY (PROSPECTIVE OR OTHERWISE) FOR ANY OTHER PROFESSIONAL SERVICES THAT AN ALLIANCE, AS DEFINED ON THE COMMONWEALTH CAPITAL WEBSITE, WOULD OTHERWISE PROVIDE. ADDITIONALLY, CONTRACTOR SHALL NOT SOLICIT OR SELL SECURITIES NOR OPERATE AS A FINDER OR PLACEMENT AGENT WHILE REPRESENTING COMMONWEALTH CAPITAL OR ITS PORTFOLIO COMPANIES. WHILE SERVING IN THE CAPACITY OF CONTRACTOR, CONTRACTOR CANNOT BE ACTIVE AS A REGISTERED REPRESENTATIVE WITH A SEC-REGISTERED AND/OR FINRA MEMBER BROKER DEALER, AS THERE WOULD BE AN INHERENT CONFLICT OF INTEREST SERVING IN THE TWO CAPACITIES.**

1.5 **Independent Status.** CONTRACTOR shall be maintained as an independent contractor for purposes of taxation and liability. CONTRACTOR shall be solely responsible for any and all withholding of federal and state income tax, as well as, any and all social security and other employment-related expenses.

1.6 **Primary Office Location.** CONTRACTOR shall perform CONTRACTOR'S duties at any location that CONTRACTOR and COMMONWEALTH CAPITAL deem appropriate. Any expenses associated with the Primary Office Location shall be borne exclusively by the CONTRACTOR, unless otherwise negotiated with COMMONWEALTH CAPITAL before such expenses are incurred or contracted for.

1.7 **Bank and Escrow Accounts.** COMMONWEALTH CAPITAL shall maintain its own bank and escrow accounts. CONTRACTOR shall have no authority to maintain a COMMONWEALTH CAPITAL bank account or escrow account. All monies for accounts shall be maintained by COMMONWEALTH CAPITAL.

1.8 **Contracting.** CONTRACTOR shall not contract or otherwise bind COMMONWEALTH CAPITAL in any manner inconsistent with COMMONWEALTH CAPITAL'S procedures without the prior expressed written approval from the CEO of COMMONWEALTH CAPITAL. Investment banking and related consulting contracts may only be signed by the CEO of COMMONWEALTH CAPITAL.

1.9 **Sales & Marketing Materials.** All sales and marketing materials representing COMMONWEALTH CAPITAL must be pre-approved, in writing, by COMMONWEALTH CAPITAL before the production and/or the distribution of such materials. This includes, but is not necessarily limited to, any COMMONWEALTH CAPITAL stationery or business cards representing COMMONWEALTH CAPITAL or its Investment Funds or services.

ARTICLE II TERM AND TERMINATION OF AFFILIATION

2.1 **Term.** CONTRACTOR'S affiliation with COMMONWEALTH CAPITAL shall commence on the effective date as set forth in Article I, Sec. 1.1, above, and shall continue until terminated by either of the Parties as hereinafter provided. The PARTIES may terminate this

affiliation relationship as provided in Article II, provided that no such action shall alter or amend any other provisions hereof or rights arising hereunder, including, without limitation, the provisions of Article IV hereof.

2.2 **COMMONWEALTH CAPITAL'S Right to Terminate.**

COMMONWEALTH CAPITAL shall have the right to terminate CONTRACTOR'S services immediately, and without notice at any time for any of the following reasons:

(i) CONTRACTOR'S death; or

(ii) CONTRACTOR'S disability, which is defined herein as CONTRACTOR'S incapacitation by accident, sickness or other circumstances which, in the reasonable good faith determination of COMMONWEALTH CAPITAL, render him/her mentally or physically incapable of performing the essential duties and services required of him/her hereunder, even with a reasonable accommodation, in substantially the same manner and to the extent required hereunder prior to the commencement of such Disability; or

(iii) For "Cause", which for purposes of this Agreement shall mean (A) CONTRACTOR'S consistent breach of COMMONWEALTH CAPITAL policies, protocols and procedures, dishonesty or fraud with respect to the business reputation or affairs of COMMONWEALTH CAPITAL, its affiliates/alliances or Members, which materially and adversely affects the business interests of COMMONWEALTH CAPITAL; (B) CONTRACTOR'S conviction of a felony crime under the laws of the United States or any State; or (C) a material breach by CONTRACTOR of this Agreement and any other agreement between CONTRACTOR and the COMMONWEALTH CAPITAL provided CONTRACTOR fails to cure such breach, if curable, within ten (10) days of receipt of written notice thereof; or (D) non-Compliance with the COMMONWEALTH CAPITAL'S policies and procedures, as amended from time-to-time.

(iv) A material change in COMMONWEALTH CAPITAL'S overall business model that mandates a change to this Agreement.

2.3 **CONTRACTOR'S Right to Terminate.** CONTRACTOR shall have the right to terminate his/her/its affiliation under this Agreement upon the giving of ten (10) days' prior written notice to COMMONWEALTH CAPITAL'S General Manager/CEO or his assigns and setting forth such election to terminate and stating the effective date of and reason for such termination, and COMMONWEALTH CAPITAL'S reasonable opportunity to cure for any of the following reasons:

(i) A material breach by COMMONWEALTH CAPITAL of any material provision of this Agreement; (B) a decrease in CONTRACTOR'S compensation payout percentage; (C) COMMONWEALTH CAPITAL'S failure to pay in a timely manner any compensation due to CONTRACTOR hereunder; (D) a Change in Control, as that term is defined in Section 2.3(ii) below; or (E) the assignment to CONTRACTOR of duties and responsibilities that are materially inconsistent with the position referred to in Section 1.2 and the Primary Duties outlined in Section 1.3; or

(ii) For purposes of this Agreement, a "***Change in Control***" shall mean a merger, consolidation, sale of all or substantially all of the assets of COMMONWEALTH CAPITAL or

any other transaction or series of related transactions immediately after which the beneficial holders of voting securities of COMMONWEALTH CAPITAL (not including the surviving or transferee entity or any affiliate thereof) immediately prior to such merger, consolidation, sale or other transaction(s) are not the beneficial owners, directly or indirectly, of more than fifty percent (50%) of the voting securities of COMMONWEALTH CAPITAL or the surviving or transferee entity.

ARTICLE III COMPENSATION AND BENEFITS

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3.1 Compensation.

3.1 (a) SERVICES: During the term of this Agreement, CONTRACTOR shall receive the following percentages of the Total Production Service Fees to the Portfolio Company. Total Production Service Fees are defined under and in accordance within the related Corporate Finance Term Sheet as executed by the Portfolio Company at the date of execution.

The Production Service Fee Schedules in Section 6 in the various Corp. Finance Term Sheets are subject to change per corporate governance policy and in keeping with legal regulations. The Fees stated on each sample Corp. Finance Term Sheet then in effect will determine the dollars and preferred equity paid out.

CASH COMPENSATION

PRE-PRODUCTION – CASH COMPENSATION.

i.) 20% Sales & Service Commission - CASH: 20% (Twenty Percent) of Initial Retainer.

CONTRACTOR shall receive twenty percent (20%) of the 1st Installment Retainer deposit for the service of the engagement. Service of the engagement is defined as the proper execution of a Corp. Finance Term Sheet between the Portfolio Company and COMMONWEALTH CAPITAL and delivery to each party, as well as, the Portfolio Company providing COMMONWEALTH CAPITAL with the required retainer deposit (or waiver) in accordance within the related Corporate Finance Term Sheet. *Commission payments are paid only when payments are received from the Portfolio Company and at the beginning of the month following payment.*

POST-PRODUCTION – CASH COMPENSATION.

ii.) 20% Sales & Service Commission - CASH: 20% (Twenty Percent) of Production Completion Fees.

CONTRACTOR shall receive twenty percent (20%) of Production Completion Fees paid to COMMONWEALTH CAPITAL by the Portfolio Company, which amount shall be earned by and payable to CONTRACTOR when such Production Completion Fees are paid. To earn the 20% of Production Completion Fees, CONTRACTOR shall oversee the POST-PRODUCTION cycle in accordance with the related Corporate Finance Term Sheet and further defined within the Managing Director Orientation and Training Course. *Commission payments are paid only when payments are received from the Portfolio Company and at the beginning of the month following payment.*

PREFERRED EQUITY COMPENSATION

POST-PRODUCTION – PREFERRED EQUITY COMPENSATION.

iii.) 20% of Preferred Equity Retained by Commonwealth Capital as a Sales & Service Commission. CONTRACTOR shall receive twenty percent (20%) of the Preferred Equity paid to COMMONWEALTH CAPITAL by the Portfolio Company subject to all clauses within the related Corp. Finance Term Sheets for Portfolio Companies. To earn the percentage of preferred equity compensation of Production Completion Fees, CONTRACTOR shall oversee the POST-PRODUCTION cycle in accordance with the Corporate Finance Term Sheet and further defined within the Managing Director Orientation and Training Course.

SUPERVISORY

MANAGING DIRECTORS AND MANAGING ENTERPRISES ARE AUTOMATICALLY ENGAGED AS BOTH CONTRACTORS AND AS SUPERVISORY CONTRACTORS, AND THEREFORE ARE PAID THE COMBINED COMMISSION STRUCTURES OF BOTH, IN A BULK PAYMENT AT THE END OF EACH PAY PERIOD. COMMONWEALTH CAPITAL SHALL SUPPLY EARNED COMMISSIONS DATA TO MANAGING ENTERPRISES TO PAY MANAGING ENTERPRISE'S AGENTS. MANAGING ENTERPRISES ARE SOLELY RESPONSIBLE FOR ALL ACCURATE PAYMENTS TO THEIR AGENTS AND ANY AND ALL RELATED TAX REPORTING REGARDING THOSE AGENTS.

SUPERVISING CONTRACTOR'S PRE-PRODUCTION – CASH COMPENSATION.

iv.) 5% Sales & Service Supervisory Commission - CASH: 5% (Five Percent) of Initial Retainer. SUPERVISING CONTRACTOR shall receive 5% of the 1st Installment Retainer deposit for the service of the engagement of supervised CONTRACTORS. Service of the engagement is defined as the proper execution of a Corp. Finance Term Sheet between the Portfolio Company and COMMONWEALTH CAPITAL and delivery to each party, as well as, the Portfolio Company providing COMMONWEALTH CAPITAL with the required retainer deposit (or waiver) in accordance within the related Corporate Finance Term Sheet. *Commission payments are paid only when payments are received from the Portfolio Company and at the beginning of the month following payment.*

SUPERVISING CONTRACTOR'S POST-PRODUCTION – EQUITY COMPENSATION.

v.) 5% Sales & Service Supervisory Commission - CASH: 5% (Five Percent) of Production Completion Fees. SUPERVISING CONTRACTOR shall receive 5% of Production Completion Fees, of supervised CONTRACTORS, paid to COMMONWEALTH CAPITAL by the Portfolio Company shall be earned by and payable to supervised CONTRACTORS when such Production Completion Fees are paid. To earn the 5% of Production Completion Fees, SUPERVISING CONTRACTOR shall ensure supervised CONTRACTORS oversee the POST-PRODUCTION cycle in accordance with the related Corporate Finance Term Sheet and further defined within the Managing Director Orientation and Training Course. *Commission payments are paid only when*

payments are received from the Portfolio Company and at the beginning of the month following payment.

PREFERRED EQUITY COMPENSATION

SUPERVISING CONTRACTOR'S POST-PRODUCTION – PREFERRED EQUITY COMPENSATION.

vi.) 5% Sales & Service Commission – PREFERRED EQUITY COMP.: SUPERVISING CONTRACTOR shall receive a flat 5% (five) percent of the Preferred Equity paid to COMMONWEALTH CAPITAL by the Portfolio Company subject to all clauses within the related Corp. Finance Term Sheets for Portfolio Companies. To earn the percentage of preferred equity compensation of Production Completion Fees, SUPERVISING CONTRACTOR shall ensure supervised CONTRACTORS oversee the POST-PRODUCTION cycle in accordance with the Corporate Finance Term Sheet and further defined within the Managing Director Orientation and Training Course.

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vii.) 20% Sales & Service Commission - CASH: 20% (Twenty Percent) of Due Diligence Fees. CONTRACTOR shall receive 20% of Due Diligence Fees paid to COMMONWEALTH CAPITAL by the Portfolio Company, which fees shall be earned by and payable to CONTRACTOR when such Due Diligence Fees are paid to COMMONWEALTH CAPITAL. To earn the 20% of Due Diligence Fees, CONTRACTOR shall oversee the Due Diligence cycle in accordance within the related Friction Free Agreement as posted on COMMONWEALTH CAPITAL'S web portal and further defined within the Managing Director Orientation and Training Course. *Commission payments are paid only when payments are received from the Portfolio Company and at the beginning of the month following payment.*

POST-PRODUCTION – PREFERRED EQUITY COMPENSATION.

viii.) 20% Sales & Service Commission - PREFERRED EQUITY 20% (Twenty Percent) of Due Diligence Fees. CONTRACTOR shall receive the stated percentage of the Preferred Equity paid to COMMONWEALTH CAPITAL by the Portfolio Company at which point Preferred Equity shall be earned and accruing to CONTRACTOR until the end of the production year and if such Production Completion Fees (CASH & PREFERRED EQUITY) are paid, subject to all clauses within the related Corp. Finance Term Sheets for Portfolio Companies. To earn the percentage of preferred equity compensation of Production Completion Fees, CONTRACTOR shall oversee the POST-PRODUCTION cycle in accordance with the Corporate Finance Term Sheet and further defined within the Managing Director Orientation and Training Course.

SUPERVISORY

MANAGING DIRECTORS AND MANAGING ENTERPRISES ARE AUTOMATICALLY ENGAGED AS BOTH CONTRACTORS AND AS SUPERVISORY CONTRACTORS, AND THEREFORE ARE PAID THE COMBINED COMMISSION STRUCTURES OF BOTH, IN A

BULK PAYMENT AT THE END OF EACH PAY PERIOD. COMMONWEALTH CAPITAL SHALL SUPPLY EARNED COMMISSIONS DATA TO MANAGING ENTERPRISES TO PAY MANAGING ENTERPRISE'S AGENTS. MANAGING ENTERPRISES ARE SOLELY RESPONSIBLE FOR ALL ACCURATE PAYMENTS TO THEIR AGENTS AND ANY AND ALL RELATED TAX REPORTING REGARDING THOSE AGENTS.

SUPERVISING CONTRACTOR'S PRE-PRODUCTION – CASH COMPENSATION.

ix.) 5% Sales & Service Supervisory Commission - CASH: 5% (Five Percent) of Initial Retainer. SUPERVISING CONTRACTOR shall receive 5% of the 1st Installment Retainer deposit for the service of the engagement of supervised CONTRACTORS. Service of the engagement is defined as the proper execution of a Corp. Finance Term Sheet between the Portfolio Company and COMMONWEALTH CAPITAL and delivery to each party, as well as, the Portfolio Company providing COMMONWEALTH CAPITAL with the required retainer deposit (or waiver) in accordance within the related Corporate Finance Term Sheet. *Commission payments are paid only when payments are received from the Portfolio Company and at the beginning of the month following payment.*

SUPERVISING CONTRACTOR'S POST-PRODUCTION – CASH COMPENSATION.

x.) 5% Sales & Service Supervisory Commission - CASH: 5% (Five Percent) of Production Completion Fees. SUPERVISING CONTRACTOR shall receive 5% of Production Completion Fees paid to COMMONWEALTH CAPITAL by the Portfolio Company. Fees shall be earned by and payable to supervised CONTRACTORS when such Production Completion Fees are paid to COMMONWEALTH CAPITAL. To earn the 5% of Production Completion Fees, SUPERVISING CONTRACTOR shall ensure supervised CONTRACTORS oversee the POST-PRODUCTION cycle in accordance with the related Corporate Finance Term Sheet and further defined within the Managing Director Orientation and Training Course. *Commission payments are paid only when payments are received from the Portfolio Company and at the beginning of the month following payment.*

PREFERRED EQUITY COMPENSATION

SUPERVISING CONTRACTOR'S POST-PRODUCTION – EQUITY COMPENSATION.

xi.) 5% Sales & Service Commission – PREFERRED EQUITY COMP.: SUPERVISING CONTRACTOR shall receive a flat 5% (five) percent of the Preferred Equity paid to COMMONWEALTH CAPITAL by the Portfolio Company at which point Preferred Equity shall be earned and accruing to SUPERVISING CONTRACTOR until the end of the production year and if such Production Completion Fees (CASH & PREFERRED EQUITY) are paid by the Portfolio Company, subject to all clauses within the related Corp. Finance Term Sheets for Portfolio Companies. To earn the percentage of preferred equity compensation of Production Completion Fees, SUPERVISING CONTRACTOR shall ensure supervised CONTRACTORS oversee the POST-PRODUCTION cycle in accordance with the Corporate Finance Term Sheet and further defined within the Managing Director Orientation and Training Course.

ALL PREFERRED EQUITY COMPENSATION MAY BE MADE IN THE FORM OF STOCK CERTIFICATES OR LEDGER ENTRIES. HYPER-LEDGER OR BLOCKCHAIN APPLICATIONS MAY ALSO BE USED TO CREDIT EQUITY COMPENSATION. THE FORM OF CREDITING PREFERRED EQUITY COMPENSATION TO CONTRACTOR SHALL BE AT THE SOLE DISCRETION OF COMMONWEALTH CAPITAL.

3.2 Capital Conference Attendance: If in the event CONTRACTOR is assigned to be part of the execution process, CONTRACTOR shall be paid a total of Five (5.0%) percent of the Total Service Fee of the Corp. Finance Term Sheet as a total Expense Allowance. Two and one half (2.5%) percent of the 1st Installment Retainer deposit as a retainer for services to be rendered to CONTRACTOR three (3) weeks prior to the designated capital conference date and Two and one half (2.5%) percent of the final payment at completion of fulfillment services rendered. Fulfillment completion shall mean the Portfolio Company has secured the capital sought or has voluntarily withdrew as per the Corp. Finance Term Sheet. **Currently \$5,000 in total.**

3.3 Benefits. If and when COMMONWEALTH CAPITAL'S benefits program comes into effect, CONTRACTOR shall be entitled to participate in COMMONWEALTH CAPITAL'S benefits program so long as the CONTRACTOR remains contracted with COMMONWEALTH CAPITAL and such benefits do not negate the CONTRACTOR'S Independent Contractor Status. Health, disability and life insurance costs shall be borne solely by the CONTRACTOR.

3.4 Expense Reimbursements. During the term of this Agreement, CONTRACTOR shall be responsible for any and all out-of-pocket expenses associated with the CONTRACTOR'S activities. Reimbursements and cost-splitting arrangements must be negotiated with and approved in writing by COMMONWEALTH CAPITAL before the CONTRACTOR incurs the expense, including, but not necessarily limited to, the cost and compensation of the personnel of the CONTRACTOR, which shall be borne solely by the CONTRACTOR.

3.5 Termination by COMMONWEALTH CAPITAL. If CONTRACTOR'S affiliation hereunder shall be terminated due to breach of this agreement by COMMONWEALTH CAPITAL, all compensation derived from fees due and payable shall terminate contemporaneously with the date of such termination. Other than Termination for Cause, all scalable compensation shall be calculated as the total for the year on the date of such termination and payable as stated in Section 3.1 (vi) of this Agreement.

3.6 Voluntary Termination by CONTRACTOR. If CONTRACTOR'S affiliation hereunder shall be voluntarily terminated by CONTRACTOR, then, upon such termination, regardless of the reason therefore, all future compensation derived from service fees due and payable shall terminate contemporaneously with the date of such voluntary termination. However, sales fees earned, but unpaid through the date of termination, shall be paid. All scalable compensation will be forfeited in such voluntary termination.

3.7 Involuntary Termination by CONTRACTOR. If CONTRACTOR'S affiliation hereunder shall be involuntarily terminated by CONTRACTOR, such as by incapacity, disablement, death or other extemporaneous circumstances beyond the CONTRACTOR'S control, then, upon such involuntary termination, regardless of the reason therefore, all future compensation derived from fees due and payable shall terminate contemporaneously with the date of such involuntary termination. All scalable compensation shall be calculated as the total for the year on the date of such termination and payable as stated in Section 3.1 of this Agreement.

ARTICLE IV
MUTUAL NON-CIRCUMVENT & NON-DISCLOSURE

4.1 COMMONWEALTH CAPITAL recognizes that, in routine performance of his/her/its duties in furtherance of the business of MANAGING DIRECTOR, COMMONWEALTH CAPITAL (including his/her/its associates, agents, affiliates, and representatives) may learn the identity, address, and telephone numbers of Portfolio Company's, customers, affiliates, alliances, agents, brokers, buyers, sellers, financiers, Portfolio Company firms, business sources, of CONTRACTOR; as well as the nature, manner, and forms of CONTRACTOR'S business dealings; CONTRACTOR'S bank accounts, transaction codes, trade secrets, and practices; copyrighted material of CONTRACTOR, that CONTRACTOR has acquired through years of investment in time, expense, and effort (hereafter referred to as "Confidential Information"). Confidential Information shall include all information of which unauthorized disclosure could be detrimental to the interests of the disclosing party whether or not such information is identified as Confidential Information by the disclosing party. Such Confidential Information shall remain the sole property of CONTRACTOR AND COMMONWEALTH CAPITAL HEREBY WARRANTS NON-DISCLOSURE AND NON-CIRCUMVENTION OF ANY AND ALL CONFIDENTIAL INFORMATION IN PERPETUITY.

4.2 Conversely, CONTRACTOR recognizes that, in routine performance of his/her/its duties in furtherance of the business of COMMONWEALTH CAPITAL, CONTRACTOR (including associates, agents, affiliates, and representatives) may learn the identity, address, and telephone numbers of Portfolio Company's affiliates, agents, brokers, buyers, sellers, financiers, customers, Portfolio Company firms, business sources of COMMONWEALTH CAPITAL,; as well as the nature, manner, and forms of the COMMONWEALTH CAPITAL'S business dealings; the COMMONWEALTH CAPITAL'S bank accounts, transaction codes, trade secrets, and practices; copyrighted material of the COMMONWEALTH CAPITAL, other capital sources, participating investment banks, commercial banks, venture capital firms, private equity firms or entities that the COMMONWEALTH CAPITAL has acquired through years of investment in time, expense, and effort (hereafter referred to as "Confidential Information"). Confidential Information shall include all information of which unauthorized disclosure could be detrimental to the interests of the disclosing party whether or not such information is identified as Confidential Information by the disclosing party. Such Confidential Information shall remain the sole property of COMMONWEALTH CAPITAL AND CONTRACTOR HEREBY WARRANTS NON-DISCLOSURE AND NON-CIRCUMVENTION OF ANY AND ALL CONFIDENTIAL INFORMATION IN PERPETUITY.

4.3 (i) Unless otherwise required by federal and/or state securities laws, rules and regulations, or by a CONTRACTOR'S absolute need to know, all confidential sources and information of each party or valuable property shall be and remain the exclusive property each party. The CONTRACTOR will maintain complete confidentiality regarding COMMONWEALTH CAPITAL'S business sources and/or their affiliates/alliances, confidential information, as well as, the nature and manner and forms of the COMMONWEALTH CAPITAL'S business dealings, unless the other party provides an express written agreement.

(ii) The CONTRACTOR will not, in any way or manner, solicit or accept business from sources or their affiliates/alliances that are made available by COMMONWEALTH CAPITAL, at any time or in any manner, without the express written permission of COMMONWEALTH CAPITAL.

(v) The CONTRACTOR will not, in any way whatsoever, circumvent or attempt to circumvent COMMONWEALTH CAPITAL and assure COMMONWEALTH CAPITAL that any original contact shall not be circumvented. CONTRACTOR (including their associates, agents, affiliates/alliances and/or representatives of such party) will not attempt, directly or indirectly, to contact COMMONWEALTH CAPITAL'S transaction banks, bank accounts, affiliates/alliances, their employees agents, or other contact sources, on matter relating to the subject business, or contract or negotiate with a confidential source, or make any use of the confidential information of COMMONWEALTH CAPITAL, except through COMMONWEALTH CAPITAL, or with the express written consent of COMMONWEALTH CAPITAL as to a compensation agreement with CONTRACTOR. Any violation of this covenant shall be deemed as an attempt to circumvent COMMONWEALTH CAPITAL and the CONTRACTOR violating this covenant shall be liable for damages.

(vi) The restrictions set forth in this Article IV and its subparts shall apply during the term of this Agreement in perpetuity following termination for default, whether terminated by COMMONWEALTH CAPITAL, CONTRACTOR, or by mutual consent of the Parties.

(vii) Exclusions from Confidential Information. The party receiving the Confidential Information "Receiving Party" shall not be obligated to preserve the confidentiality of any information that is: (a) publicly known at the time of disclosure under this Agreement or subsequently becomes publicly known through no fault of Receiving Party; (b) discovered or created by Receiving Party prior to the time of disclosure by Disclosing Party; or (c) otherwise learned by Receiving Party through legitimate means other than from Disclosing Party or anyone connected with Disclosing Party.

4.4 **Restrictions.** The restrictions set forth in this Article IV and its subparts shall apply during the term of this AGREEMENT and for a period of eighteen (18) months following termination of this Agreement, whether terminated by COMMONWEALTH CAPITAL, MANAGING DIRECTOR, or by mutual consent of the PARTIES.

ARTICLE V MISCELLANEOUS

5.1 **Notices.** For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**If to: COMMONWEALTH CAPITAL, LLC
30 S. Wacker Dr.
22nd Floor
Chicago, IL 60606**

If to: CONTRACTOR: At CONTRACTOR'S last known address as listed with COMMONWEALTH CAPITAL, LLC or to such other addresses as either Party may furnish to the other in writing in accordance herewith, except that notices or changes of address shall be effective only upon receipt.

5.2 **Applicable Law.** This Agreement is entered into under, and shall be governed for all purposes by the laws of the State of Illinois, or the state in which COMMONWEALTH CAPITAL, LLC is headquartered at the time of dispute, regardless of the laws that might otherwise govern under the conflicts of laws principles.

5.3 **No Waiver.** The failure by either Party hereto at any time to give notice of any breach by the other Party, or to require compliance with any condition or provision of this Agreement shall not be deemed a waiver of said breach or non-compliance, or of any similar or dissimilar provisions or conditions at the same, or at any prior or subsequent time.

5.4 **Severability.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement and all other provisions shall remain in full force and effect.

5.5 **Withholding of Taxes.** COMMONWEALTH CAPITAL shall not withhold from any payments made to CONTRACTOR pursuant to this Agreement any federal, state, city and other taxes as may be required pursuant to any law, governmental regulation, or ruling which applies to employee deductions made with respect to COMMONWEALTH CAPITAL'S employees generally.

5.6 **Headings.** Paragraph headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

5.7 **Plurals.** Wherever the context so requires, the singular number includes the plural and conversely.

5.8 **Assignment.** This Agreement shall be binding upon and inure to the benefit of COMMONWEALTH CAPITAL and any successor of COMMONWEALTH CAPITAL, by merger or otherwise. Except as provided in the preceding sentence, this Agreement, and the rights and obligations of the Parties hereunder, are personal and neither this Agreement, nor any right, benefit, or obligation of either Party hereto, shall be subject to voluntary or involuntary assignment, alienation or transfer, whether by operation of law or otherwise, without the prior written consent of the other Party.

5.9 **Attorneys Fees.** The Parties agree that, in connection with litigation arising directly or indirectly regarding this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, paralegal fees, costs and expenses incident to the litigation of this Agreement and the protection of the rights of the Parties, whether by judicial proceedings or otherwise, whether such be brought or not, and before as well as after judgment including without limitation, in connection with bankruptcy, insolvency, liquidation, reorganization, moratorium, or other similar proceedings.

5.10 **Entire Agreement.** Except as provided in any written agreement hereafter executed by COMMONWEALTH CAPITAL and CONTRACTOR, this Agreement constitutes the entire agreement of the parties with regard to the terms and conditions of CONTRACTOR'S affiliation with COMMONWEALTH CAPITAL, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to confidentiality within his/her/its affiliation as CONTRACTOR by COMMONWEALTH CAPITAL. Without limiting the scope of the preceding sentence, all understandings and agreements preceding the date of execution of this

Agreement and relating to the subject matter hereof are hereby null and void and of no further force and effect, including but not limited to, any agreements relating to affiliation or severance between CONTRACTOR and COMMONWEALTH CAPITAL prior to the effectiveness of this Agreement. Any modification of this Agreement will be effective only if it is in writing and signed by the Party to be charged.

5.11 **Background Checks.** CONTRACTOR agrees to provide information relating to COMMONWEALTH CAPITAL and any 3rd party acting as COMMONWEALTH CAPITAL'S Agent in conducting proper due diligence and background checks. This is to include, but not necessarily be limited to, agreeing to the processes of the 3rd Party Agent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ONCE CONTRACTOR AGREES TO THIS AGREEMENT, COMMONWEALTH CAPITAL, LLC AGREES TO THIS AGREEMENT BY THE FACT IT HAS ISSUED CONTRACTOR ACCESS TO IT AND CONTRACTOR HAS ACCEPTED AND AGREED TO IT AS WELL.

THIS AGREEMENT SUPERSEDES ANY AND ALL PREVIOUS AGREEMENTS THAT MAY HAVE BEEN ENTERED INTO.