

Software Developer & Advisory Agreement

This REXWIRE, INC ("REXWIRE") Software Developer & Advisory Agreement (this "Agreement") is entered into this day of.....Month.....Year between the undersigned company (the "REXWIRE") and the undersigned advisor (.....).

The parties agree as follows:

1. **Services.** Advisor agrees to act as a Software Developer and advisor to the Company and provide Software Development, advice and assistance to the Company from time to time as further described on Schedule A attached hereto or as otherwise mutually agreed to by the parties (collectively, the "Services").
2. **Compensation.** For the provision of the Services, Advisor shall be entitled to receive the compensation as detailed on the signature page hereto. If the company fails to provide the foregoing documentation within such 30-day period after each period, then Advisor shall have right to contact directors of the Company.
3. **Expenses.** Subject to the prior written approval of the Company following a detailed request by Advisor, which includes a maximum amount to be reimbursed, the Company shall reimburse the reasonable travel and related expenses incurred by Advisor in the course of performing services hereunder.
4. **Term and Termination.** The term of this Agreement shall continue until terminated by either party for any reason upon five (5) days prior written notice without further obligation or liability except for the compensation earned by Advisor through such date of termination by meeting 1-year cliff minimum.
5. **Independent Contractor.** Advisor's relationship with the Company will be that of an independent contractor. Advisor will not be eligible for any employee benefits, nor will the Company make deductions from payments made to Advisor for employment or income taxes, all of which will be Advisor's responsibility. Advisor will have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.
6. **Nondisclosure of Confidential Information.**
 - a. **Agreement Not to Disclose.** Advisor agrees not to use any Confidential Information (as defined below) disclosed to Advisor by the Company for Advisor's own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Services. Advisor agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent it from falling into the public domain or the possession of persons other than agents of the Company or persons to whom the Company consents to such disclosure. Upon request by the Company, Advisor shall promptly return any materials or documents that have been furnished by the Company to Advisor in connection with the Services to the Company.
 - b. **Definition of Confidential Information.** "Confidential Information" means any information, technical data or know-how (whether disclosed before or after the date of this Agreement), including, but not limited to, information relating to business and product or service plans, financial projections, customer lists, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential Information does not include information, technical data or know-how that: (i) is in the possession of Advisor at the time of disclosure, as shown by Advisor's files and records immediately prior to the time of disclosure; or (ii) becomes part of the public knowledge or literature, not as a direct or indirect result of any improper inaction or action of Advisor. Notwithstanding the foregoing, Advisor may disclose Confidential Information with the prior written approval of the Company or pursuant to the order or requirement of a court, administrative agency or other governmental body.

7. **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Company, nor shall this Agreement grant Advisor any rights in or to the Company's Confidential Information, except the limited right to use the Confidential Information in connection with the Services.

8. **Assignment of Intellectual Property.** To the extent that Advisor jointly or solely conceives, develops or reduces to practice any new inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws or other intellectual property which would be deemed to be Confidential Information of the Company (collectively, "**Intellectual Property**") which clearly relates to the Company's business or technology and has been created by Advisor in the course of the performance of Services, Advisor hereby acknowledges that it is "work made for hire" for the benefit of the Company and hereby assigns all rights, titles and interest to such Intellectual Property to the Company.

9. **Duty to Assist.** As reasonably requested by the Company and only with respect to Intellectual Property created by Advisor for the Company as provided in paragraph 8 above, Advisor shall take all steps reasonably necessary to assist the Company in obtaining and enforcing in its own name any such Intellectual Property right. Advisor's obligation to assist the Company shall continue beyond the termination of Advisor's relationship with the Company.

10. **Company's Right to Disclose.** During the term of this Agreement, the Company shall have the right to disclose the existence of this Agreement, Advisor's status as an Advisor, and to include Advisor's name, image and profile in various promotional materials, including, but not limited to, private placement memos or other offering materials, executive summaries and the Company's world wide web page.

11. **No Conflicts.** Advisor represents that Advisor's compliance with the terms of this Agreement and provision of Services hereunder will not violate any duty which Advisor may have to any other person or entity (such as a present or former employer), and Advisor agrees that Advisor will not do anything in the performance of Services hereunder that would violate any such duty. In addition, Advisor agrees that, during the term of this Agreement, Advisor shall promptly notify the Company in writing of any competitor of the Company which Advisor is also performing services. It is understood that in such event, the Company will review whether Advisor's activities are consistent with Advisor remaining as an advisor of the Company.

12. **Miscellaneous.** Any term of this Agreement may be amended or waived only with the written consent of the parties. This Agreement, including any schedules hereto, constitute the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the jurisdiction listed on the signature page, without giving effect to the principles of conflict of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank]

Signature Page to Software Developer & Advisor Agreement

Effective Date: _____

Governing Law: _____

Enter the name of the state and country where the Company is based as the jurisdiction for Governing Law.

Advisor Equity Compensation: 2% equity.

Exercise/Purchase Price:

Exercise or purchase price shall be equal to the fair market value of the Company's Common Share, which will be documented in the applicable Share Option Agreement or Restricted Share Purchase Agreement to be entered into by Advisor and the Company.

Vesting:

All shares shall vest on a pro rata basis bi-annual over a 4-year period with a 1year cliff period. 100% of unvested shares shall vest on closing of sale of the Company

COMPANY: _____

ADVISOR: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Schedule A:

Services Based on Performance Level

The Advisor Compensation and Services are determined using the guidelines below.

Standard Performance Level

Monthly Commitment	Services	Compensation**
<p>Time: Commit 40 hours.</p> <p>Meetings: Attend monthly strategy meetings, scheduled advisory meetings, internal project-related meetings and meetings with potential customers, investors, strategic partners, vendors or employees.</p> <p>Responsiveness: Provide quick responses to email requests and phone calls from the Company and from others associated with the Company.</p> <p>Term and Termination: Either party may terminated the agreement upon unsatisfactory of service by given a written notice provided in paragraph 4,</p>	<p>Promotion: On top of the regular advice and insights, Advisor agrees to actively promote and make introductions on behalf of the Company through Advisor's overall network of business contacts, including forwarding the Company's business plan and other materials as requested by the Company.</p> <p>Contacts: Advisor agrees to make introductions to and assist in the acquisition of marquee customers, strategic partners and key industry contacts and attend meetings with such potential customers, partners and key contacts.</p> <p>Projects: Advisor agrees to assist the Company on at least one strategic project as requested by the Company during the term of this Agreement.</p>	<p>2% Equity</p>

On a fully diluted basis of all outstanding and convertible or issuable securities as of the date the Board of Directors approves the foregoing equity compensation. The exact number of shares shall be provided in the definitive document, which shall supersede this provision.

Schedule A: **Company Stage**

The Company Stage is determined using the guidelines below.

Stage	Characteristics
Idea	<p><u>Team</u>: The team consists of only part-time founder(s).</p> <p><u>Customers</u>: The company is in discussions with potential customers to determine demand in the market. The pricing/revenue structure has been developed, but needs market validation.</p> <p><u>Revenue</u>: The company has no revenue.</p> <p><u>Investors</u>: At least one group consisting of the founder(s), their friends or family has invested.</p> <p><u>Product</u>: The specifications for a minimum viable product including wireframes and system designs are complete.</p>
Startup	<p><u>Team</u>: The team consists of full-time founder(s) and is in the process of hiring initial employees as needed.</p> <p><u>Customers</u>: The company has received letters of intent or customer commitments and the market need has been validated.</p> <p><u>Revenue</u>: The company is generating revenue.</p> <p><u>Investors</u>: Investment may have been raised via friends/family or professional investors (angel, venture capital, etc.).</p> <p><u>Product</u>: The launch of the minimum viable product is imminent.</p>
Growth	<p><u>Team</u>: The team consists of full time founder(s) and is in the process of hiring employees as needed.</p> <p><u>Customers</u>: The company has achieved significant traction and user-based growth.</p> <p><u>Revenue</u>: The company is collecting revenue.</p> <p><u>Investors</u>: Prior investment may have been raised and the founders are prepared to pitch to professional investors if additional capital is needed.</p> <p><u>Product</u>: The product has been launched and is periodically refined based on customer feedback.</p>