1. **Revenue Sharing Agreement for the software product ECM Library.**
2. This Revenue Sharing Agreement is made on July, 20, 2009, by and between Dale Miller, City of Highland Park, State of Illinois, Elizabeth Garnand, City of Portland, State of Oregon, .and Brian Yue, City of Phoenix, State of Arizona, Susan Miller, City of Highland Park, State of Illinois, Chandran Rajaratnam, City of Rockford, Illinois, Joseph John Sportiello of Farmingdale, New Jersey, and the corporation D. Miller and Associates, Ltd, an Illinois corporation hereby called DMA, Ltd. This group of individuals will be called “The Principals”.
3. **Recitals**
   1. **The Product:** The product is ECM Library and is a software application used for search, retrieval, archival, and the management of unstructured and structured content. It is further understood by all parties that additional components may be added to The Product from time to time as approved by The Principals.
   2. **Content:** Considered to be any and all electronic data accessible by a company or company personnel that is owned by that company.
   3. **The Office:** The Product’s primary place of business shall be: 742 Laurel Avenue, in the City of Highland Park, in the State of Illinois.
   4. **Active Date:** The date the principal started working with The Principals and the date that vesting will begin.
   5. **The Principals**: The Principals are members of a management team that assumes the primary responsibilities and risks for the sales, growth, promotion and profitability of The Product. The Principals are:

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| * 1. Dale Miller of DMA, Ltd. 742 Laurel Ave. Highland Park, IL 60035 Active Date: January 1, 1999 (first development of Athenaeum) | * 1. Chandran Rajaratnam of Leadership Workshops, Inc. 325 Paris Ave. Rockford, IL 61107 Active Date: May 15, 2009 |
| * 1. Elizabeth Garnand of DMA, Ltd. 8115 SW 36th Ave. Portland, OR 97219 Active Date: January 15, 2009 | * 1. Brian Chongshan Yue of BCY Consulting Inc. 1552 W. Willow Ridge Dr Phoenix, AZ 85041 Active Date: July 15, 2009 |
| * 1. Susan Miller of DMA, Ltd. 742 Laurel Ave. Highland Park, IL 60035 Active Date: August 30, 2009 | * 1. Joseph John Sportiello, Jr. of The TurningLeaf Group 30 Natures Drive Farmingdale New Jersey 07727 Active Date: August 5, 2009 |

* 1. **The ECM Team:** Unlike The Principals, The ECM Team consists of people that can be granted share in the profits generated by the sale and business of The Product. These people, the members of The ECM Team, will have input to the process of The Product’s business, but will have no voting rights. The members of The ECM Team have to be brought in by a unanimous vote of The Principals and their share of the profit will be taken from The Principals’ shares as a ratio across all of The Principals’ shares. These shares granted to The ECM Team member will be in effect for only as long as this person works for or with DMA, Ltd. And specifically within the confines of The Product. If a member of The ECM Team is transferred from The ECM Team or for any other reason what so ever is unable to fulfill their duties to The ECM Team, their shares will be immediately revoked and returned to The Principals. An ECM Team member cannot incur debt for The Principals nor can they make any commitments, promises, and statements of warranty or represent The Principals or The Product in any other capacity.
  2. **ECM Team Member Type:**
     1. Active Member – The Product is their primary work activity, priority, and focus.
     2. Inactive Member – An inactive member will be considered as a non-participating member and all of their shares will immediately revert back to The Principals. Their status as an Active Member can be reinstated by a majority vote of The Principals.
  3. **ECM ADDON Product Member**
     + 1. An ECM ADDON product, “ADDON”, is a product that can contribute to the usefulness of ECM Library but is not necessary for the sale and distribution of ECM Library except in circumstances where the additional product directly contributes to the sale or placement of ECM Library.
     1. An ADDON Product Member is a person that contributes to the continued development and maintenance of an ADDON. In lieu of a salary an ECM Product Member, hereafter called “Product Member” will be given a percentage of profit of the specifically named ADDON.
     2. Each ADDONMember will sign a separate agreement with regard to the named ADDON.
     3. Under no circumstance will the Product Member acquire or retain ownership in the ADDON or The Product.
     4. Things to consider in the ADDON contract: ***(remove this from your final agreement):***
        1. The ADDON Team Member will be assigned a percentage of shares. That percentage can be increased or decreased as the ADDON Member’s participation increases or decreases, withdraws from the team, or other team members are added or removed.
        2. ADDON Members can be removed for non-performance or violation of company policies.
        3. ADDON Team Members can be added as the need arises.
        4. ADDON Team Members will be required to sign a profit sharing contract.
        5. Consider putting a cap on potential earnings.
        6. If The Product is sold to another company, the ADDON Team Members’ contract will be carried for a period of one year or termintation date and must then be renegotiated with the new owners.
        7. There will be a termination date for an ADDON Team Members’ profit sharing. What is generally used is 10 to 12 years and then the profit sharing expires.
        8. Also for the principals to consider is that any other people brought in to help support the any manner takes away from the net profit of the ADDON.
        9. The formula to calculate shares for ADDON Team Members will be that an ADDON product’s net profit will be split amongst the members according to contract. Fifty percent of all generated income from ADDON products will be immediately assigned to the ECM Library Principals in order to continue to promote and improve ECM Library as an offering and all ADDON products and to contribute to the overall profitability of ECM Library.
     5. ADDON Products:
        + 1. SAP Interface

Members

Brian Chongshan Yue of BCY Consulting Inc.  
1552 W. Willow Ridge Dr  
Phoenix, AZ 85041  
Active Date: July 15, 2009

* 1. **Principal Type**
     1. Active Principal – The Product is their primary work activity, priority, and focus.
     2. Part time Principal - The Product is not their primary work activity, priority, and focus and their shares will remain the same, but the profit earned by The Product will be reapportioned as a ratio of the percent of time given to The Product. This percent will be assigned by the Active Principals and the monies not paid to the Inactive Principal will be reapportioned to The Active Principals.
     3. Inactive Principal – These people are still members of The Principals. They do not have to be removed as a Principal. Upon classification as an Inactive Principal, all of the Inactive Principal’s sharing revenues will be reapportioned to the Active Principals. No further reimbursable expenses can be incurred. An Inactive Principal can be reinstated to Active status with written notification to the Active Principals and acceptance of the reinstatement to active status by a majority vote of The Principals.

1. **The Agreement**
   1. The parties to The Agreement agree to operate on a revenue sharing basis only operating under the laws of the State of Illinois under the following terms and conditions:
   2. **Purpose of The Principals:** In addition, The Principals agrees that The Principals may also engage in any lawful business under the laws of the State of Illinois as The Principals may agree to, from time to time. The Principals primary focus and business will be to develop and sell The Product, and develop business partnerships for revenue generation. All time devoted to separate business activities apart of The Product will reduce the amount of profit sharing proportionally for that Principal.
   3. **Term of The Principals:** The Principals’ Duration will be for the life of the product or until The Product or DMA is sold. If ownership of DMA, Ltd changes, then the remaining The Principals have the right to spin off The Product.
   4. **Management of The Principals:** The Principals is managed by The Principals with a one vote per Principal and in the case of an even number of members, Dale Miller will have the deciding vote. Voting will only be amongst The Principals.
   5. **Startup Expenses:** Will be reimbursed to the Principal that paid the expense when funds are available and proper documentation is provided.
   6. **Contributions**: If capital is required by The Principals and is determined by a majority vote of The Principals, then each Principal shall be required to contribute to such additional capital in proportion to each Principal's interest in The Product as set forth in this Agreement. Or The Principals can acquire a loan and the loan will be repaid using The Product profits.
      1. **Interest on Contributions:** No interest shall be paid to any Principal for any capital contributions.
   7. **Loans to The Principals:** There will be no loans to a member of The Principals without unanimous approval of The Principals. Any loans will be repaid to The Principals at an agreed upon payment schedule and interest rate.
   8. **Share of The Principals. Each Principal's proportional share of the profits of The Product shall be as follows:**
      1. 1000 shares of The Product have been allocated and are divided as follows:
         1. Dale Miller 350
         2. Chandran Rajaratnam 100
         3. Elizabeth Garnand 100
         4. Chongshan Yue 100
         5. DMA, Ltd. 150 (non-voting, non-controlling ownership) – these shares are non-diminishing and non-revocable.
         6. Susan Miller 100
         7. Joseph Sportiello 100
         8. The above is the list of The Principals and can be amended as needed by unanimous vote of The Principals. In the case more members of The Principals are added, DMA, Ltd.’s shares will not be diminished.
   9. **Distribution of the profits and losses to The Principals**
      1. For an Active Principal there will be a yearly draw against profit. There will be a yearly bonus based on profit as calculated by number of shares owned by a Principal divided by the total shares times profit and (profit = Total Sales – expenses – salaries – draws – maintenance costs - generation costs – commissions). The yearly draw can be estimated and paid on a monthly basis with any overage in payments to a Principal subtracted from the yearly bonus owed to that Principal. A Principal’s or The Principals’ monetary overages will be accrued and settled at the end of each year. The Principals will assume that 30% of each month’s revenue is expenses, and then 40% of the month’s revenue will be allocated to the Principals. **This can be adjusted as needed by The Principals**. The remaining 30% is to be used for unexpected expenses or costs and the remaining funds not utilized to cover these expenses and costs, the 30%, will be split by The Principals as end of year bonus. This paragraph can be modified at any time with approval of The Principals. No retirement fund or any other benefit not specifically defined benefit within this agreement will be provided.
      2. For an inactive Principal take the compensation formula from 4.10.1 and multiply it by the percentage of activity as determined by The Principals.
      3. The first year’s profits, if any, will be prorated according to Active Date.
   10. **Powers of an individual Principal:** A Principal will have all powers available under state law, including
       1. The power to appoint and remove managers and employees to assist them. Approval is required either by majority vote of The Principals or the CFO, Susan Miller or someone acting in her capacity.;
       2. The power to change the location of their Office. This does not eliminate the need for a principal to make any and all meetings deemed necessary at the home office.
       3. A principal DOES NOT have the power to borrow money on behalf of The Principals
       4. The power to execute any evidence of indebtedness on behalf of The Principals
       5. The power to enter into contracts on behalf of The Principals with a majority vote of The Principals.
       6. All actions executed by an individual principal require approval or approval by The Principals an appointed member of The Principals. Certain documents, as developed and specified, may be preapproved and need only be reviewed by The Principals or The Principals’ representative to be approved.
   11. **Fiduciary Duty of The Principals:** Each Principal owes a fiduciary duty of good faith and reasonable care with regard to all actions taken on behalf of The Product and DMA, Ltd.
       1. The primary duty is to grow and promote the financial success of The Product and any future additional products or offerings to The Product.
       2. Each principal will support sales efforts to the absolute best of their ability. Each member of The Principals recognizes the importance of promoting and selling The Product.
       3. A Principal’s duties, responsibilities, voting, or any shared or individual responsibilities cannot be relinquished, handed off, or given to another individual without unanimous consent of The Principals. Membership in The Principals may be through an associated business or entity, but the responsibility for the well being of The Principals and The Product lies with the named individual. It is further understood and agreed to by all parties that the term “Principal” refers to a specific individual and not to a holding company, associate company or entity.
       4. In the instance of a conflict of interest arising between any secondary entities, a Principal and The Principals, the well being of The Principals will take priority.
   12. **Responsibilities and Duties of The Principals:**
       1. Principal Specific Duties and Responsibilities - As each Principal was chosen and brought onboard for their own unique abilities and skill set, each Principal will execute an agreement that will define their global and specific duties, responsibilities, expectations, code of conduct, quotas, and expected results.
       2. Principal Basic Duties:
          1. Generate sales of The Product
          2. Identify and contact potential sales partners
          3. Contribute to the continued quality and performance of the The Product software
          4. Identify new areas of sales penetration for The Product
          5. Fully participate in the generation of proposals and contract negations for the sales and placement of The Product
          6. Full sales support for the sale of The Product
          7. Develop a full understanding of how The Product works and how to use it as a product
          8. Review and understand the competition, their products, pricing, offerings and how best to defeat them in the market place
          9. Dedicate your efforts to the advancement, sales and betterment of The Product
   13. **Each Principal and ECM Team Member will**:
       1. Sign an Agreement not to compete which will include:
          1. A non-compete clause
          2. A non-release or reuse of intellectual information
          3. An existing client Exclusion agreement
          4. A full Non-disclosure agreement
   14. **Accounting Matters:** The Principals will maintain accounting records which will be open to any Principal for inspection at any reasonable time. These records will include separate income and capital accounts for each Principal. The accounting will be on the accrual basis and on a calendar year basis. The capital account of each Principal will consist of no less than the value of the property, cash, or services that the Principal shall have contributed with their initial or additional contributions to The Principals.
   15. **Financial Matters:** The Principals will use DMA, Ltd.’s existing accounting methods and fiscal year. All checks, drafts, or other methods of payment shall be signed by all of The Principals or by a Principal selected as manager to carry on the day-to-day business of The Principals. All notes, mortgages, or other evidence of indebtedness shall be signed by all of The Principals. No money will be borrowed or lent by The Principals unless authorized by unanimous vote of The Principals. No contracts will be entered into on behalf of The Principals unless authorized by a unanimous vote of The Principals. No documents may be executed on behalf of The Principals unless authorized by a unanimous vote of The Principals.
   16. **Transfers of an individual Principal’s Interests:** A Principal may transfer all or part of his or her interest in The Principals to any other party only with the majority consent of The Principals. However, The Principals have the right of first refusal to purchase the Principal's interest on the same terms and conditions as the Principal's offer from the third party. This option to buy must be exercised by The Principals within 90 days from notice of the offer to buy by a third party and proof of a viable and real offer must be produced by the selling Principal to the satisfaction of the The Principals. The cost of validating the worth of any proposed transfer will be borne by the principal transferring interest. Any interest assumed through transfer will not be considered one of the original owners and will therefore not inherit immediate voting or rights of control concerning The Product or any of The Principals’ business. The new owner will have a waiting period of one year and then will inherit the full rights of a Principal unless otherwise agreed to by The Principals unanimously. It is further understood and agreed to that an inheriting interest will bear equal responsibility for any and all The Product’s debt and any other monetary responsibility and that the assuming interest will sign legal documents provided by The Principals prior to approval of the transfer.
   17. **Mediation:** Except as otherwise provided by this Agreement, The Principals agree that any dispute arising related to this Agreement will be settled by voluntary mediation, if possible. The mediator shall be chosen by a majority vote of The Principals. All costs of mediation will be shared equally by all The Principals involved in the dispute. Arbitration is to occur in Illinois or the current location of the Company Headquarters.
   18. **Withdrawal from The Principals:** If any Principal withdraws from The Principals for any reason (including the death or disability of the Principal), The Principals shall continue and be operated by the remaining members of The Principals. The withdrawing Principal or his or her personal representative will be obligated to sell his or her interest to The Principals, and The Principals will be obligated to buy that interest. The value of the withdrawing Principal's interest will be his or her proportionate share of the total value of The Principals. If necessary, the total value of The Principals will be made by an independent appraisal made within 90 days of the Principal's withdrawal. The costs of the appraisal will be shared equally by all The Principals, including the withdrawing Principal.
   19. **Termination of a Principal:** A Principal may be terminated at any time by unanimous consent of The Principals. Upon termination, The Principals agrees to apply the assets and money of The Principals in the following order:
       1. To pay all the debts and obligations of The Principals.
       2. To distribute The Principals' income accounts to The Principals in their proportional share.
       3. To distribute The Principals' capital accounts to The Principals in their proportional share
       4. To distribute any remaining assets to The Principals in their proportional share.
   20. **Amendments to The Agreement:** The Agreement may be amended in any manner by unanimous vote of The Principals.
   21. **Expense accounts**: Approved expenses will be reimbursed. Proper documentation for each expense must be provided. Proper documentation will be defined by DMA, Ltd. Accounting. The documentation requirements can change from time to time as determined by Susan Miller or a Principal working in her capacity as CFO.
   22. **Vesting:** Owners are vested at 25% per year and fully vested after four years. Vesting starts when the Principal joins The Principals.
   23. **Loss of a Principal**
       1. **Termination thru sickness or death:**  The Principal’s shares will be fully vested at time of termination, Revenue sharing stops, and If not an immediate buy out, then The Principals will negotiate a 2 year payment plan based on time served.
       2. **Expulsion of a Principal:** Expulsion of a Principal may indicate a monetary loss or injury to The Principals by the expelled Principal. The Principals will buy back all vested shares minus any amounts or damages, realized or unrealized, caused by the expelled Principal. In order for a Principal to be expelled unanimous agreement by all The Principals is required.
       3. **Automatic expulsion of a Principal:** Covered by above
       4. **Limits on remedies of expelled Principal:** The amount paid to an expelled Principal will be limited to the value of ownership shares at the time. If not an immediate buy out, then a 3 year payment plan will be executed based on the previous 12 months revenue or the projected next 3 years revenue whichever is lower. The expelled Principal’s Revenue stops immediately.
       5. **Voluntary Withdrawal:** The Principal will be paid the value of ownership vested shares at the time. If The Principals does not execute an immediate buyout, a 2 year payment plan based on time served will be negotiated by The Principals. The Principal’s revenue stops immediately.
       6. **Termination through nonperformance:** Principals are held to a higher degree of professionalism and performance than ECM Team members or employees. If a Principal does not meet the prescribed criteria set forth in their agreement as described in item titled "Principal Specific Duties and Responsibilities”, they may be terminated in accordance with item titled “Termination of a Principal”.
   24. **Insurance: The Principals will use** DMA’s current liability policy and reimburse DMA the cost of the insurance every year as an operating expense. Health insurance will be offered through DMA’s current benefit offering. The current benefit offering will change from time to time as needed to run the business and as offers from insurance carriers change.
2. **Startup Bonus:** The Principals recognize that two individuals, Dale Miller and Elizabeth Garnand, have worked more than fulltime hours for an extended period of time without compensation or pay and have supported their own expenses to further the growth, development, promotion and sale of The Product. The Principals agree that as compensation for these selfless efforts, by the end of the third year of business or whenever The Product sales can support it without undue hardship, whichever comes first, Dale Miller will be granted a separate bonus of $250,000 and Elizabeth Garnand will be granted a separate bonus of $125,000 for their full time unpaid dedication and efforts. This is separate and in addition to any previously defined bonuses, profit sharing, salaries, or reimbursements previously defined or undefined.
3. **Additional Provisions:** No modification of this Agreement shall be effective unless it is in writing and signed by all The Principals.

This Agreement binds and benefits all The Principals and any successors, inheritors, assigns, or representatives of The Principals. Time is of the essence of this Agreement. This document is the entire Agreement between The Principals. Any attached papers that are referred to in this Agreement are part of this Agreement. Any alleged oral agreements shall have no force or effect. This Agreement is governed by the laws of the State of Illinois. If any portion of this Agreement is held to be invalid, void, or unenforceable by any court of law of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.

***End of document, Signature page follows.***

***Signatures:***

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| **Signed by agreed to on \_\_\_\_\_\_\_\_\_\_\_ of 2009.** | **Witnessed by:** |
| Name: Dale Miller | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: Principal | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Name: Chandran Rajaratnam | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: Principal | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Name: Elizabeth Garnand | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: Principal | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name: Brian Chongshan Yue | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: Principal | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name: Susan Miller | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: Principal | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name: Joseph John Sportiello | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: Principal | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |