

PRINCIPAL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between INTELLIVEN LLC (“IntelliVen”) and \_\_\_\_\_ (“Principal”).

WHEREAS, IntelliVen has developed a broad set of proprietary techniques, relationships, market recognition and other intellectual property (“Proprietary Information”); and

WHEREAS, IntelliVen has created a proven, recognized and stable operating platform which eliminates the need for the Principal to replicate an independent operating platform (“IntelliVen Operating Platform”); and

WHEREAS, IntelliVen is willing to share both its Proprietary Information as well as the IntelliVen Operating Platform with the Principal so that the Principal can attract clients and serve such clients; and

WHEREAS, the parties wish to establish the terms and conditions pursuant to which the Principal shall be affiliated with IntelliVen.

NOW THEREFORE BE IT AGREED:

1. Scope of Relationship. The Principal shall not be deemed an employee of IntelliVen. Further the Principal may pursue other activities unrelated to IntelliVen provided such relationships do not utilize directly or indirectly IntelliVen’s Proprietary Information or were the result of an initial relationship utilizing such Proprietary Information.

Identification of Clients. It is anticipated that this Agreement will be executed by the parties before the Principal has secured clients. Thereafter, the Principal shall notify IntelliVen at such times as it wishes to undertake a new client representation. IntelliVen will approve or not approve the potential client within two business days. If approved, the parties will promptly complete the attached Exhibit A identifying the client, the scope of the assignment and the fee sharing arrangement applicable to such client. In those instances where the Principal secures clients the Principal shall receive 5% of revenues generated by such client in the following twelve months whether or not the principal performs any or all of such work. Similarly, in those instances where the Principal gains work secured by another IntelliVen party, that party shall be entitled to receive 5% of revenues generated by such client in the following 12 months.



2. Scope of Services. As more fully described in Exhibit B, IntelliVen will provide a broad set of services utilizing its Proprietary Information and Approach. Not all services will be utilized by each Principal and Exhibit B is intended to identify all available services whether or not needed or utilized by a particular principal. In Exhibit C there is a listing of services to be performed by the Principal. Exhibit D provides special provisions for principals including their own company in this agreement
3. Overhead. The parties recognize and agree that IntelliVen has certain ongoing overhead that must be partially addressed through these client arrangements. Accordingly, it is agreed that 10% of all client fees paid for work performed by the Principal, relating to those clients for which an Exhibit A is established shall be retained and/or paid to IntelliVen to cover such overhead.
4. Expenses. The Principal acknowledges and agrees that certain marketing and other costs will be absorbed by Principal and not reimbursed to Principal by IntelliVen or the clients. While these expenses may vary from time to time, any reimbursable expenses shall be identified in Exhibit A and all other expenses incurred by Principal shall be deemed non-reimbursable.
5. Termination. Either the Principal or IntelliVen may terminate this Agreement on thirty days written notice at any time for any reason. In the event of such termination the obligations and duties for all clients for whom an Exhibit A exists shall survive termination and shall remain binding obligations of the parties. After termination and with the exception of Exhibit A clients, the Principal shall no longer utilize in any fashion the IntelliVen Operating Platform or in any way identify himself as affiliated with IntelliVen.
6. Right of Audit. Unless specified otherwise in Exhibit A, all client billing shall be overseen by the Principal and the invoices shall be issued in the name of IntelliVen and payments directed to IntelliVen. IntelliVen shall notify the Principal at the time any client fees are received and pay to the Principal at such time its share of the client fees as adjusted for the overhead reimbursement provided for in Section 4 above. Principal may at any time on five days' notice have the right to audit the books and records of IntelliVen to ensure compliance with the foregoing.
7. Governing Law. This Agreement shall be governed and interpreted under the laws of the Commonwealth of Virginia and shall be binding on the parties, their heirs, successors and assigns. Any dispute shall be subject to binding arbitration in Fairfax County utilizing the services of the McCammon Group or equivalent



service. The prevailing party shall be entitled to recover all legal fees and expenses including the cost of arbitration.

IN WITNESS WHEREOF, the parties have put their hands and seals on the date first written above.

INTELLIVEN LLC

PRINCIPAL

By: \_\_\_\_\_  
Peter DiGiammarino, Managing Partner

By: \_\_\_\_\_



EXHIBIT A  
CLIENT ACKNOWLEDGMENT

IntelliVen and Principal acknowledge that \_\_\_\_\_ (“Client”) has been accepted as a client of the Principal pursuant to the Affiliation Agreement dated \_\_\_\_\_, 20\_\_\_. The key provisions of the client arrangement are as follows:

1. Start Date: \_\_\_\_\_
2. Initial Objectives (recognizing such objectives will likely change over time): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Fee Arrangement: \_\_\_\_\_
4. Split: \_\_\_\_\_
5. Special Provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## EXHIBIT B

### SCOPE OF INTELLIVEN SERVICES

Pursuant to the Affiliation Agreement dated \_\_\_\_\_, 20\_\_ between IntelliVen and \_\_\_\_\_ (“Principal”), IntelliVen is prepared to provide certain services to the Principal and its client(s) to include but not be limited to the following:

1. Represent Principal, qualifications and areas of focus on the IntelliVen website. Review and suggest upgrades to the Principal’s resume, messaging, search strategy and approach; and
2. Assist Principal in negotiating goals, billing rates, bonus arrangements and other contractual terms with Principal’s clients; and
3. Conduct regular meetings (both telephonic and in-person) with Principal to provide ongoing advice, monitor progress and assist in planning objectives; and
4. Provide real-time advice and counsel in dealing with high-stakes situations and choices; and
5. Make available access to IntelliVen’s infrastructure including its defined secure offerings website, blog, workbook, email, business cards, mailing address, receptionist services, phone messaging, internet support and similar administrative services; and
6. Provide access (at IntelliVen’s cost) to Regus administrative support and meeting facilities both within the United States and overseas; and
7. Review submissions and reports to Principal’s clients in order to improve such submissions and reports; and
8. Monitor client invoices and receipt and make payments to principal timely; and
9. Maintain access to improvements in market knowledge; and
10. Facilitate and provide access to other Principals within the IntelliVen network; and
11. Provide access to senior management peer group; and
12. Assist in the development and promotion of IntelliVen brand and network



## EXHIBIT C

### SCOPE OF PRINCIPAL'S SERVICES

Pursuant to the Affiliation Agreement dated \_\_\_\_\_, 20\_\_ by and between Principal and IntelliVen, Principal shall undertake the following scope of services:

1. Pursue client relationships working closely with IntelliVen for a lead generation, negotiating strategies and implementing the IntelliVen brand as a basis for securing clients; and
2. Spend and commit to spending material efforts to secure clients and establish relationships with third parties in order to find meaningful success for clients; and
3. Devote time, energy and funds to networking and building the IntelliVen brand with potential clients and target organizations; and
4. Become familiar with all aspects of the IntelliVen intellectual property secure offerings and work products; and
5. Strive to expand business relationships to the betterment of the Principal and IntelliVen; and
6. Prepare and deliver invoices to clients on an IntelliVen-accepted format
7. Maintain appropriate marketing materials including a resume and other documentation; and
8. Work to find other qualified Principals to extend the IntelliVen network.
9. Principal is encouraged to develop posts, service, tool, insight, video, and related materials appropriate for the IntelliVen website as a means for furthering mutual business interests.



## EXHIBIT D

SPECIAL PROVISIONS FOR PRINCIPALS INCLUDING THEIR OWN  
COMPANY IN THIS AGREEMENT

With respect to Principal's brand and company: \_\_\_\_\_:

1. Principal asserts they have the legal authority to include their brand and company in this agreement
2. IntelliVen will list on its website Principal's company as an Affiliate of IntelliVen, including appropriate and mutually agreed-to logos, descriptions, and the like.
3. Principal will list IntelliVen on its website as its Affiliate including appropriate and mutually agreed-to logos, descriptions, and the like.
4. The parties agree to include cross-referencing links to each other in their respective websites.

