

LEADER

LEADER TECHNOLOGIES LLC *An Ohio Limited Liability Company*

DIRECTOR SERVICES AGREEMENT

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SECTION 1

GENERAL PRINCIPLES

The fundamental responsibility of Directors is to represent prudently the interests of the Members as a group and other company constituencies in directing the business and affairs of the Company within the law and in accordance with the Operating Agreement.

Basic Duties. Directors are subject to four basic duties in performing their responsibilities. (Note: While Members of the Board of Advisors, Officers and Employees are exempt from directorial fiduciary liability, the Company expects them to abide by the principles and standards set forth herein.):

1. **Duty of Diligence.** Directors must act with the care that a reasonably prudent person in a similar position would use under similar circumstances. They must perform their duties in good faith and in a manner they reasonably believe to be in the best interests of the Company. Prior to making a business decision, Directors must inform themselves of all material information reasonably available to them.

This duty requires not only reasonable behavior with respect to matters submitted for approval, but also requires reasonable inquiry and monitoring of company affairs. Although Directors are not insurers of the integrity of their subordinates or of general company performance, they are required to implement reasonable programs to promote appropriate company conduct and to identify improper conduct.

2. **Duty of Loyalty.** Directors are required to refrain from engaging in personal activities that would injure or take advantage of the Company. They are prohibited from using their position of trust and confidence to further their private interests. This duty requires an undivided and unselfish loyalty to the Company and demands that there be no conflict between one's company duty and self-interest. Examples of prohibited conduct in this regard include:

- (a) may not realize secret fees, profits or unfair gain through personal transactions with or on behalf of the Company.
- (b) may not withhold information which is material to the conduct of Company business.
- (c) may not compete with the Company unless disclosed in advance with the consent of the other Directors.
- (d) may not engage in undisclosed personal transactions of a material nature (e.g., hidden agendas, private arrangements involving company opportunity including kickbacks and hidden commissions, or other conflicts of interest) with any other Director, officer, employee, interest owner, advisor, customer, provider of services to the Company.

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- (e) may not usurp a Company opportunity.
- (f) may not realize personal gain from the use of material, non-public company information.
- (g) should avoid even the appearance of a conflict of interest.

3. **Duty of Obedience.** Directors are required to perform their duties in accordance with applicable limited liability statutes and the terms of the Articles of Organization, Operating Agreement, and this Agreement.

4. **Duty of Accountability.** Directors are required to establish for themselves and their various working groups and subordinates performance metrics with which to objectively measure their ongoing performance as individuals and work groups in critical Company business perspectives: Business, Customer, Business Process and Organizational Learning.

Business Judgment Rule.

Directors are presumed to have acted properly and to have satisfied the following five basic duties if the Business Judgment Rule ("BJR") applies. The BJR recognizes that not all decisions of Directors will result in benefit to the Company and that Directors will be personally liable for loss to the Company only if the elements of the BJR defense are not satisfied.

To obtain the benefit of this important defense, Directors must act in good faith and with a reasonable basis for believing that their conduct is in the lawful and legitimate furtherance of the Company's purposes and must exercise their honest business judgment after due consideration of what they reasonably believe to be the relevant factors.

Five elements of the BJR are generally recognized:

- (a) **Business Decision.** The BJR protects Directors against claims for wrongful acts, but not against claims for failure to act. Inaction by Directors is protected by the BJR only if it is a result of a conscious decision to refrain from acting.
- (b) **Disinterestedness.** The BJR protects Directors who are disinterested and independent with respect to the challenged action. For this purpose disinterested Directors are those who neither appear on both sides of the transaction nor expect to derive any personal financial benefit from it in the sense of self-dealing, as opposed to a benefit which inures to the Company or all the members generally.
- (c) **Due Care.** The BJR protects Directors if they reached an informed decision after making a reasonable effort to ascertain and consider all relevant information reasonably available to them and after reasonably deliberating the decision.
- (d) **Good Faith.** The BJR protects Directors if they acted with a good faith belief that their business decision was in the best interests of the Company. The protection will not apply if the Directors acted solely or primarily to preserve their positions or otherwise to benefit themselves.
- (e) **Abuse of Discretion.** The BJR protects Directors against honest errors of judgment, but does not provide protection for decisions that cannot be supported by some rational basis and are egregious on their face.



A handwritten signature in black ink, appearing to be "AS" or similar initials, located in the bottom right corner of the page.

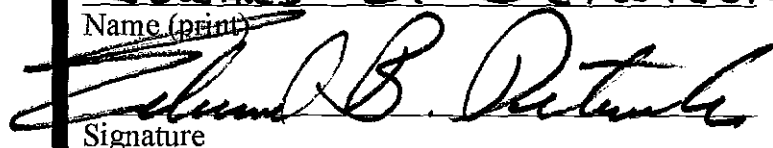
4. As a condition of LEADER'S obligation to issue membership interests upon exercise of this Option, the Optionee or other person to whom the shares are to be issued shall, concurrently with the delivery of the resolution notification certificate(s) representing the interests so purchased, give such written assurances to LEADER as its counsel shall require, to the effect that the purchaser is acquiring the interests for investment and without any present intention of reselling or redistributing the same in contravention of the LEADER Operating Agreement or in violation of any applicable State or Federal Law. In the event that LEADER elects to register the interests which are the subject of this Option under the Securities Act of 1933, the issuance of such stock shall not be subject to the restrictions contained in this Paragraph (4).

5. This Option is subject to the Transferability conditions and requirements set forth in the Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Michael T. McKibben
CEO & Senior Manager

I hereby accept the Nonqualified AA Preferred Membership Interest Option to purchase membership interests of LEADER TECHNOLOGIES LLC granted above in accordance with and subject to the terms and conditions of this Agreement and of the LEADER Operating Agreement and Governance Guidelines, and agree to be bound thereby.

EDWARD B. DETWILER
Name (print)

Signature
March 23, 2000
Date Accepted