

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**FORM 8-K**

**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (date of earliest event reported): September 24, 2012

**GLOBALWISE INVESTMENTS, INC.**

(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction of  
incorporation)

**000-31671**  
(Commission  
File Number)

**87-0613716**  
(I.R.S. Employer  
Identification No.)

**2190 Dividend Drive**  
**Columbus, Ohio**  
(Address of principal executive offices)

**43228**  
(Zip Code)

**(614) 388-8909**  
(Registrant's telephone number, including area code)

**n/a**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act.
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act.
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act.
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act.
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On September 24, 2012, Globalwise Investments, Inc. (the "Company"), with the approval of the Board of Directors, appointed Kendall D. Gill, 64, to serve as Chief Financial Officer of the Company, effective September 24, 2012. There are no arrangements or understandings between Mr. Gill and any other persons pursuant to which he was selected as Chief Financial Officer. There are also no family relationships between Mr. Gill and any director or executive officer of the Company and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Prior to joining the Company as the Chief Financial Officer of the Company, Mr. Gill served as an accounting contractor to the Company since September 15, 2011. From May 2006 to September 2011, Mr. Gill served as the Chief Financial Officer of PT Brands, Inc. From May 2010 to August 2012, Mr. Gill served as President and CEO of Gill Products, LLC. Mr. Gill is a Certified Public Accountant and worked as an Audit Manager at Coopers & Lybrand from 1974 to 1985.

Employment Offer Letter and Employment Agreement

The Company entered into an Offer of Employment and Employment Agreement, each dated September 24, 2012 (the "Agreements") with Mr. Gill. The material terms of the Agreements are summarized below.

Pursuant to the Agreements, Mr. Gill (i) receives compensation at the rate of \$145,000 per year, (ii) is eligible to participate in certain employee benefit programs, including a 401(k) plan, health insurance, paid vacation, access to an exercise facility, and use of certain company-paid technology, and (iii) may become eligible, at the sole discretion of the Company, for profit sharing, and bonuses. The term of the Agreements is indefinite, and both parties stipulate and agree that Mr. Gill is an "at will" employee under Ohio law, which governs the Agreements. Under the Agreements, Mr. Gill covenants (i) not to disclose trade secrets or proprietary information of the Company, (ii) not to solicit customers, clients, or employees of the Company for a period of two years after termination of the Agreements, and (iii) not to compete with the Company in the state of Ohio for a period of six months after termination of his employment. Under the Agreements, Mr. Gill shall be awarded 250,000 restricted common shares of the Company, \$0.001 par value, (subject to the applicable holding period restrictions under Rule 144) in reliance upon exemptions from registration pursuant to Section 4(2) of the Securities Act of 1933, as amended.

The foregoing description of the Agreements is qualified in its entirety by reference to the full text of the Agreements, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and is incorporated by reference herein. The Company also intends to enter into its standard form indemnification agreement with Mr. Gill, which is filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed on February 13, 2012 and is incorporated by reference herein.

Departure of Directors or Certain Officers

Effective September 24, 2012, Matthew L. Chretien resigned from the position of Chief Financial Officer of the Company. Mr. Chretien remains a member of the Board of Directors and remains as the Executive Vice President and Chief Technology Officer of the Company.

**Item 7.01 Regulation FD Disclosure**

On September 27, 2012, the Company issued a press release announcing the management changes described in Item 5.02 of this Form 8-K. A copy of the Company's press release is furnished with this Form 8-K and attached hereto as Exhibit 99.1. The information in Exhibit 99.1 shall not be deemed "filed" for purposes of Section 18 of the Exchange Act and shall not be deemed incorporated by reference into any filing under the Securities Act.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Name of Exhibit</b>
10.1	Offer of Employment of Kendall D. Gill dated September 24, 2012
10.2	Employment Agreement of Kendall D. Gill dated September 24, 2012
99.1	Press release issued by the Company, dated September 27, 2012.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: September 27, 2012

GLOBALWISE INVESTMENTS, INC.  
(Registrant)

By: /s/ William J. Santiago  
Name: William J. Santiago  
Title: President and Chief Executive Officer

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EXHIBIT INDEX

- 10.1 Offer of Employment of Kendall D. Gill dated September 24, 2012
  - 10.2 Employment Agreement of Kendall D. Gill dated September 24, 2012
  - 99.1 Press release issued by the Company, dated September 27, 2012
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## OFFER OF EMPLOYMENT OF KENDALL D. GILL

This offer is made September 24, 2012, at the City of Columbus, County of Franklin, State of Ohio, by Globalwise Investments, Inc. (hereinafter, "Employer" or the "Company") at 2190 Dividend Drive in the City of Columbus, County of Franklin, State of Ohio 43228 to Kendall D. Gill, 880 Rosehill Road Reynoldsburg, Ohio 43068.

We are pleased to offer you employment as Chief Financial Officer with a start day of September 24, 2012. We know that your experience, competence, values and enthusiasm will be a positive factor in the future growth and success of the Company.

## I. Position Overview and Primary Responsibilities:

As Chief Financial Officer ("CFO") with responsibilities that are generally customary for a CFO.

## 2. Remuneration will consist of: Salary, Equity and Benefits. Additional remuneration may include bonuses which will be entertained, when appropriate, at the sole discretion of the Company.

2.1 Salary: The position will start at the rate of One Hundred and Forty-five Thousand Dollars (\$145,000.00) per year payable biweekly during each month that this agreement shall be in force.

2.2 Equity: Employ shall be awarded 250,000 restricted common shares of the Company, (the "Shares") effective upon the execution of the Employment Agreement. The Shares are being awarded in reliance upon exemptions from registration pursuant to Section 4(2) of the Securities Act of 1933, as amended, (subject to the applicable holding period restrictions under Rule 144).

2.3 Employee shall also be eligible for prospective executive bonuses as determined by the compensation committee.

## 2.4 Benefits:

- 2.4.1 Opportunity to participate in a 401(k) profit sharing plan subject to plan eligibility requirements.
- 2.4.2 Discretionary Employer contribution to selected Company health care plan. Amount of Employer contribution reviewed and announced annually by Employer.
- 2.4.3 Fifteen (15) business days paid vacation per annum with eligibility to commence after 90 day probationary period. Vacation days to be scheduled at mutually agreed upon times. Vacation is earned and accrued on a monthly basis with a maximum annual carryover of five (5) unused vacation days.
- 2.4.4 Cell phone expense reimbursed monthly based on current company policy. Employee will be responsible to carry cell phone plan with enough coverage and minutes to meet Employer's needs.
- 2.4.5 Reimbursement of all reasonable and documented business expenses. Mileage for business travel will be reimbursed at the published rate.
- 2.4.6 Five (5) personal days per annum. Personal days accrue monthly calculated on an annual proportional basis; accrued unused personal days shall not be carried over into the succeeding year.

Kendall D. Gill / OFFER OF EMPLOYMENT

- 2.4.7 Your use of on-premise Exercise Facility upon execution of Liability and Waiver Form.
  - 2.4.8 Paid Company Holidays; schedule announced by Employer annually.
  - 2.4.9 Discretionary Employer contribution for Employee professional development and/or continuing education.
3. Discretionary Profit sharing contribution at the sole discretion of Employer.

You or the Company may terminate this employment relationship for cause or without cause by giving written notice. The parties stipulate and agree that Employee is an "At Will" employee under Ohio Law.

This Offer of Employment and the accompanying Employment Agreement, each dated September 24, 2012 constitutes all of our agreements and understandings regarding your employment. There are no other oral or written agreements regarding your employment and no one else is authorized to make any other agreements. Ohio law shall govern this agreement and any employment relationship that may be formed between the undersigned parties at any time.

This Offer will remain open for acceptance until September 28, 2012 after which it shall be rescinded.

Globalwise Investments, Inc.:

Employee: Kendall D. Gill, CPA

/s/ William J. Santiago  
William J. Santiago, President & CEO

/s/ Kendall D. Gill

EMPLOYMENT AGREEMENT OF KENDALL D. GILL

This Agreement is made on September 24, 2012, "Effective Date" between Globalwise Investments, Inc. (hereinafter, "Employer") at 2190 Dividend Drive, in the City of Columbus, County of Franklin, State of Ohio 43228, and Kendall D. Gill, 880 Rosehill Road, Reynoldsburg, Ohio 43068 (hereinafter, "Employee").

**Recitals**

A. Employer is engaged in the development, marketing, sales and support of software applications, automation services and business solutions.

B. Employee is willing to be employed by Employer, and Employer is willing to employ Employee, on the terms, covenants, and conditions set forth in this agreement and Employer's Offer of Employment of Employee September 24,, 2012, which is hereby incorporated by reference into this Agreement.

In consideration of the mutual covenants and promises of the parties, Employer and Employee covenant and agree as follows:

**Section I Nature and Place of Employment**

Employer does hire and employ Employee as Chief Financial Officer ("CFO") with responsibilities that are generally customary for a CFO. Additionally, Employee will perform ancillary and incidental duties that are normally performed by a CFO. Employee does accept and agree to such hiring and employment. Employee is also subject to the supervision, orders, advice, and directions of Employer.

**Section II Manner of Performance of Employee's Duties**

Employee agrees to perform, at all times faithfully, industriously, and to the best of Employee's ability, experience, and talent, all of the duties that may be required of and from Employee pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of Employer. Such duties shall be rendered at the corporate office, 2190 Dividend Drive, Columbus, OH 43228 and at such other place or places as Employer shall in good faith require or as the interests, needs, business, and opportunities of Employer shall require or make advisable. A performance review may be conducted as determined by the Employer. Employee can invite a performance review at any time.

**Section III Duration of Employment**

The term of this agreement shall be for an indeterminate period and will commence on September 24, 2012. Either party may terminate this agreement at any time with or without cause. The parties stipulate and agree that the Employee is an "At Will" employee under Ohio Law.

**Section IV Compensation and Benefits**

Employer shall pay Employee, and Employee agrees to accept from Employer a base salary of One Hundred and Forty-five Thousand Dollars (\$145,000.00) per year, payable biweekly each month during which this agreement shall be in force. Additionally, Employee shall receive Equity, Benefits and Bonuses as set forth in the above referenced Offer of Employment. Additionally, Employee is eligible for prospective discretionary bonuses as determined by the compensation committee of the Board of Directors of the Employer.

EMPLOYMENT AGREEMENT OF KENDALL D. GILL

In the event that either party terminates this Agreement at any time and for any reason (or without assigning a reason) the Employee shall be paid for all work performed and for accrued unused annual vacation days.

Section V Professional Employee Development-Continuing Education

Employer recognizes the mutual benefit for Employer and Employee of professional employee development. Professional education and/or training therefore may be offered and supported at the discretion of Employer.

Section VI Devotion by Employee of Full Time to Business

Employee shall devote all Employee's time, attention, knowledge, and skill solely and exclusively to the business and interest of Employer and Employer shall be entitled to all of the benefits, emoluments, profits, intellectual property, business process improvements, software, trade secrets or other benefits or thing of value arising from or incident to any and all work, services, and advice of Employee, and Employee expressly agrees that during the term of this agreement Employee will not be interested, directly or indirectly, in any form, fashion or manner, as partner, officer, director, stockholder, advisor, employee, or in any other form or capacity, in any other business similar to employer's business or any allied trade; provided, however, that nothing shall be deemed to prevent or limit the right of Employee to invest any of Employee's funds in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange, nor shall anything be deemed to prevent Employee from investing or limit Employee's right to invest his funds in real estate.

Section VII Nondisclosure of Trade Secrets and Proprietary Information.

Employee understands that in the performance of his job duties with the Employer, he will be exposed to the Employer's Trade Secrets and Proprietary Information. "Trade Secrets and Proprietary Information" means information or material that is commercially valuable to Employer and not generally known in the industry. This includes but is not limited to:

- (a) any and all versions of the Employer's proprietary computer software (including source code and object code ), hardware, firmware and documentation;
- (b) technical information concerning the Employer's products and services, including product data and specifications, diagrams, flow charts, drawings, test results, know-how, processes, inventions, research projects and product development;
- (c) sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
- (d) information concerning the Employer's employees, including their salaries, strength, weaknesses and skills;
- (e) information submitted by or about Employer's projects, teaming partners, customers, suppliers, employees, consultants or co-venturers; and
- (f) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the Employer's business.

Employee will keep the employer's Trade Secrets and Proprietary Information, whether or not prepared or developed by employee, in the strictest confidence. Employee will exercise due care to protect and maintain the confidentiality of Employer's trade secrets during the term of this contract and for a period of Five (5) years after the termination of this contract. Employee will not use or disclose such secrets to others without the Employer's written consent, except when necessary to perform employee's duties. Any breach of the terms of this paragraph is a material breach of this agreement. However, Employee shall have no obligation to treat as confidential information which:



EMPLOYMENT AGREEMENT OF KENDALL D. GILL

- (a) was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by the Employer;
- (b) is or becomes public knowledge through a source other than Employee and through no fault of Employee; or
- (c) is or becomes lawfully available to Employee from a source other than the Employer.

Section VIII Return of Materials

When Employee's employment with the Employer ends, for whatever reason, Employee will promptly (within five calendar days) deliver to the Employer all originals and copies of all documents, records, software programs, media and other materials containing any of Employer's trade secrets and Proprietary Information. Employee will also return to Employer all equipment, files, software programs and other property belonging to Employer.

Section IX Confidentiality Obligation Survives Employment

Employee understands that Employee's obligation to maintain the confidentiality and security of Employer's trade secrets remains with Employee even after Employment with Employer ends and continues for so long as such material remains a trade secret.

Section X Nonsolicitation of Customers/Clients

Employee covenants and agrees that all times while employed by Employer and for a further period of two (2) years after the termination of this Agreement, irrespective of when and in what manner said Agreement may be terminated, Employee will not for himself or any other person or entity, directly or indirectly, by stock or other ownership, investment, management, consultation, employment or otherwise, or in any relation whatsoever in any manner solicit, interfere or endanger relationships between Employer and customers/clients. Employee acknowledges that failure to comply with provisions of the preceding will cause irreparable damage therefore Employer entitled to an injunction prohibiting such activities on the part of Employee and all persons acting in concert with Employee.

Section XI Noncompetition

Employee shall not engage in any employment or business activity in the State of Ohio that directly competes with that of Employer for a period of Six (6) months after termination of his / her employment with Employer.

Section XII Commitments Binding on Employer Only on Written Consent

Anything contained in this agreement to the contrary notwithstanding, it is understood and agreed that Employee shall not have the right to make any contracts or commitments for or on behalf of Employer without the written consent of Employer.

Section XIII Contract Terms to Be Exclusive

This written Agreement contains the sole and entire Agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other, other than in this Agreement, are void and of no effect and that neither of them has relied on such statements or representation in connection with this Agreement.

EMPLOYMENT AGREEMENT OF KENDALL D. GILL

Section XIV Waiver or Modification Ineffective Unless in Writing

It is agreed that no waiver or modification of this Agreement or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

Section XV Contract Governed by Law of State of Ohio

The parties agree that it is their intention and covenant that this agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Ohio and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio, exclusive of the choice of laws rules, shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction on which any action or special proceeding may be instituted.

Section XVI Survivorship of Benefits

This agreement shall be binding on and inure to the benefit of the Employer's successors and assigns.

Section XVII Execution of Documents

Both while employed by the Employer and afterwards, Employee agrees to execute and aid in the preparation of any papers that Employer may consider necessary or helpful to obtain or maintain any patents, copyrights, trademarks or other proprietary rights at no charge to Employee, but at Employer's expense. Employee agrees that any intellectual property, business process, technique or improvement that employee develops, creates or contributes toward creating during the time that Employee is employed shall be and remain the property of the Employer. Employee shall execute such assignments or other documents that are helpful or necessary to vest ownership of any and all such property in the Employer.

Employee acknowledges that failure to comply with provisions of the preceding will cause irreparable damage therefore Employer is entitled to an injunction prohibiting such activities on the part of Employee and all persons acting in concert with him.

Section XVIII Enforcement

Employee agrees that in the event of a breach or threatened breach of this Agreement, money damages would be an inadequate remedy and extremely difficult to measure. Employee agrees, therefore, that the Employer shall be entitled to an injunction to restrain Employee from such breach or threatened breach. Nothing in this Agreement shall be construed as preventing the Employer from pursuing any remedy at law or in equity for any breach or threatened breach.

Section XIX Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be unaffected and shall be enforceable against both the Employer and Employee.

EMPLOYMENT AGREEMENT OF KENDALL D. GILL

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below.

Globalwise Investments, Inc.:

Employee: Kendall D. Gill, CPA

/s/ William J. Santiago  
William J Santiago, President & CEO

/s/ Kendall D. Gill  
Kendall D. Gill

Date: 9/24/2012

Date: 9/24/2012



GlobalWise Investments is a Public Company Trading under the Symbol GWIV

Exhibit 99.1  
GlobalWise Investments, Inc.  
Columbus, Ohio  
[www.GlobalWiseInvestments.com](http://www.GlobalWiseInvestments.com)  
614-388-8909  
[Contact@GlobalWiseInvestments.com](mailto:Contact@GlobalWiseInvestments.com)

Mission Investor Relations  
Atlanta, Georgia  
<http://www.MissionIR.com>  
404-941-8975  
[Investors@MissionIR.com](mailto:Investors@MissionIR.com)

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### GlobalWise Announces Appointment of Kendall D. Gill to Chief Financial Officer Position

**COLUMBUS, OH, September 27, 2012** –GlobalWise Investments, Inc. (OTCBB: GWIV) (OTCQB: GWIV) ([www.GlobalWiseInvestments.com](http://www.GlobalWiseInvestments.com)) (“GlobalWise”) and its wholly owned subsidiary Intellinetics, Inc., a leading-edge technology company focused on the design, implementation and management of cloud-based Enterprise Content Management (“ECM”) systems in both the public and private sectors, today announced the appointment of Kendall “Ken” D. Gill as Chief Financial Officer of GlobalWise, replacing Matthew L. Chretien in that role. Mr. Chretien remains a member of the Board of Directors of GlobalWise, in addition to remaining as the Executive Vice President, Chief Technology Officer and Treasurer of GlobalWise.

Mr. Gill brings over 40 years of experience in the fields of public accounting and finance, in addition to business development and various entrepreneurial endeavors. His prior roles include serving as Audit Manager at Coopers and Lybrand, where he also functioned as an accounting instructor at the Coopers and Lybrand National Schools throughout the United States. In addition, Mr. Gill has been CFO of companies within several different industries, including restaurant, automotive and chemical. Most recently, Mr. Gill has served as an accounting contractor to GlobalWise to assist in the transformation from a privately owned company to publicly held company.

“We are proud to announce Ken Gill as Chief Financial Officer of GlobalWise,” stated William J. “BJ” Santiago, CEO of GlobalWise. “Ken has a wealth of public accounting experience across a wide variety of sectors and disciplines. During the past 12 months, Ken, as an accounting contractor, has been a key part of meeting our accounting and financial responsibilities. Ken did a fantastic job in working with our legal, audit and SEC compliance teams to prepare us to enter the public market.”

“I am excited to formally join the GlobalWise team as CFO and to continue working with the senior management team,” said Ken Gill, CFO of GlobalWise.

In addition, Mr. Gill is a decorated US States Army officer, having served in Vietnam with the 173rd Airborne and acted as a senior advisor to the Vietnamese Airborne, Military and Government during the conflict.

#### About GlobalWise Investments, Inc.

GlobalWise Investments, Inc., via its wholly owned subsidiary Intellinetics, Inc., is a Columbus, Ohio based Enterprise Content Management (ECM) pioneer with industry-leading software that delivers cloud ECM based solutions on-demand. The Company’s flagship platform, *Intellivue™*, represents a new industry benchmark and game-changing solution by enabling clients to access and manage the content of every scanned document, file, spreadsheet, email, photo, audio file or video tape – virtually anything that can be digitized – in their enterprise from any PC, laptop, tablet or smartphone from anywhere in the world.

For additional information, please visit the Company’s corporate website: [www.GlobalWiseInvestments.com](http://www.GlobalWiseInvestments.com)

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*This press release may contain "forward-looking statements." Expressions of future goals and similar expressions reflecting something other than historical fact are intended to identify forward-looking statements, but are not the exclusive means of identifying such statements. These forward-looking statements may include, without limitation, statements about our market opportunity, strategies, competition, expected activities and expenditures as we pursue our business plan. Although we believe that the expectations reflected in any forward-looking statements are reasonable, we cannot predict the effect that market conditions, customer acceptance of products, regulatory issues, competitive factors, or other business circumstances and factors described in our filings with the Securities and Exchange Commission may have on our results. The company undertakes no obligation to revise or update any forward-looking statements in order to reflect events or circumstances that may arise after the date of this press release.*

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