

TERMS OF ENGAGEMENT

Bring More Value Inc (herein, the “firm” or “we”) standard terms of engagement for business consulting services are summarized below. These terms are an integral part of our agreement to provide you with business and/or consulting services. Please contact us promptly after reading these terms if you have any questions.

1. **Consultant Services.** It is our policy to only consult the person(s) or entity identified in our engagement letter. Unless specifically stated in that letter, our fiduciary responsibility does not extend to any of your affiliates, employees, officers, shareholders, or any entities in which you own interest. If you are a partnership or limited liability company, our fiduciary duty does not extend to the individual partners of the partnership or the individual members of the limited liability company. If you are a trade association, our fiduciary duty excludes members of the trade association. If you are an individual, our fiduciary duty does not include your spouse, siblings, or other family members. In addition, the advice and communications which we render on your behalf are not intended (and indeed should not) be disseminated or relied upon by anyone else without our written consent.

2. **Fees.** We encourage you to discuss with us at any time any questions you might have concerning our billing procedures. We charge fees that are reasonable based on criteria for reasonableness set forth in the Colorado Rules of Professional Conduct, which include the time, effort, and skill required to perform the services properly, the novelty and complexity of the issues, time constraints imposed by the client or by the nature of the matter, the degree of risk imposed on the firm, the amount involved, and the results achieved. In most cases, the fees billed will be based in substantial part on our standard fee schedule. Standard fee schedule may change periodically, and any changes will be reflected in our monthly billing statements. Please be advised that we are precluded from other employment by taking this engagement.

- (a) **Fee Schedule**
- i) **The Fix It Queen Academy™: (Per User Login)**
Moments to Mo Money – FREE
 - ii) **The Fix It Queen Academy™: (Per User Login)**
Business Insight Learning Portal
\$19.99/Month (M2M)
\$179.88/Annual (12M)
 - iii) **The Fix It Queen Academy™**
21-Hrs To Business Success Program
\$2,997.99 / (Per User Login)
Unlimited Access as long as course is available and published for access but not less than 12 months from purchase of program course work.
 - iv) **DIT Business PGRM: (Per BUSINESS)**
\$499.98/MCF per month, includes:
 - One (1) Executive Round Table ZOOM Meeting Each Month (1 Hr)
 - One (1) Coaching ZOOM Session Each Month (1 Hr)
 \$499.98 Engagement Retainer per Business Due at time of engagement.

 *12 Month Agreement reduces fees to **\$399.98/MCF** per month with \$125.00 (50% Discount of full rate of \$249.99) for each billable hour in ½ hr increments and a retainer of \$1,199.92.
 - v) **VIP Fast-Track PGRM: (Per BUSINESS)**
\$1,999.92/MCF per month, includes:
 - One (1) Executive Round Table ZOOM Meeting Each Month (1 Hr)
 - One (1) Coaching ZOOM Session Each Month (1 Hr)
 - **Up to 6 hours** of implementation support.
 *12 Month Agreement reduces fees to **\$1,249.99/MCF** per month with \$125.00 (50% Discount of full rate of \$249.99) for each billable hour in ½ hr increments and a retainer of \$3,749.97.

Fees stated are standard fees and can only be changed in writing with initial engagement letter and/or amendment to consultation engagement IN WRITTING.

Fee Schedule Definitions for Consulting and Business Services:

MCF = Minimum Consulting Fees

3. **Billing and Costs.**

(a) We ordinarily bill monthly, but reserve the right to bill more frequently. MCF for each program is due on the 1st of each month regardless of whether consulting invoice for services are rendered for most recent month of services delivered. Auto-Payment for MCF is required as part of initiation of consultation services and agreement herein. We request that you review any billing statements promptly upon receipt to determine if you have any questions or comments. Payment is due upon receipt of our billing statements. We reserve the right to charge interest of 18.0% or \$50.00, whichever is greater, per month on

invoices that remain unpaid for more than 14 days after they are sent. If a payment matches the amount of a particular invoice, then it will be applied to that invoice. Otherwise, payments will be applied fees, reimbursements, additional costs to firm then to the oldest invoice first. We bill for all costs in advance for such items as filing fees, outsourced services, travel expenses, or other expenses related to implementation of business plan and resources exhausted in support of client. Bills may also include charges for other costs, such as document reproduction costs, messenger charges, software costs and under certain circumstances, secretarial and/or administrative standard and/or overtime rates, including related overhead in appropriate instances based on Fee Schedule outlined in 2(b). Any changes in these routine charges will be reflected in our monthly billing invoices/statements. If there are dishonored payments, those payments are subject to increased costs of up to 3-time the principal amount that was not honored in addition to dishonored payment fees of \$40.00 for checks and 6% of principle payment amount for Credit Card, Debit Card or other payment method including ACH and money transfers. These fees are subject to interest as is the principle balance outstanding.

(b) **PAYMENT LINK: BRING MORE VALUE INC.**

(c) We make every effort to include disbursements in the statement monthly in which disbursements are incurred. But some disbursements, such as personnel costs, are not available until sometime after the month in which the service related to the charge was performed, in which case either a supplemental statement will be prepared, or the charge will appear on the following month's invoice.

(d) We may request and you agree to pay certain large disbursements, such as major system migration fees, administrative training and preparation fees or document production vendor fees directly to third-party provider. We will forward invoices for expenses exceeding \$200 directly to the client for payment.

(e) We look to the client for payment regardless of whether the client is insured to cover any particular risk. From time to time, we assist clients in pursuing third parties for payment under contracts, statutes, or insurance policies. But it remains at the client's obligation to pay all amounts due to us upon receipt of the billing statement, regardless of whether the client expects to be reimbursed later by any means.

(f) We offer a 5% discount on the amount invoiced for fees (but not costs) each month on the following conditions: i) we receive payment of the total invoiced amount (fees and costs) within 10 days of the date on which in the invoice was sent; ii) all previous invoices have been paid in full prior to or contemporaneously with the receipt of payment of the invoiced amount to which the discount is to be applied; and iii) any outsourced vendor fees or costs have been paid in full prior to or contemporaneously with the receipt of payment of the invoiced amount to which the discount is to be applied.

4. **Funds Deposited with the Firm.**

(a) **Standard Funds.** It is not typical but we reserve the right to request retainers from new clients, and from existing clients under certain circumstances, to secure the payment of our fees and recoverable expenses. The amount and terms of the retainer arrangement are determined after consultation with the billing department and records. It occasionally may be appropriate to require an additional retainer after commencement of the engagement, depending on payment history or on the scope of the work. The retainer will be held in a Bring More Value Inc Business Account (BMVCBA), with interest payable to Bring More Value Inc.

(b) **Other Funds.** Occasionally, funds due to the client may be deposited with the firm for the benefit of the client. Absent other agreement with the client, such funds will be deposited in a BMVCBA, with interest payable to Bring More Value Services and Consulting with principle dispersed to Client per funds provider instructions but will be automatically dispersed at 60 days if no instruction or objection is entered with Firm.

(c) **Personnel Expense Retainer.** Regardless of whether the firm has required a retainer at the commencement of the matter, prior to the commencement of personnel related expenses and other investments in the client's business, client agrees to bring all past-due invoices current (including all past-due invoices for third party vendors assisting in the matter), and deposit them into the firm's BMVCBA and amount sufficient to cover the estimated consultant fees and costs associated with such project or other evidentiary actions taken for the betterment of the business of the client.

5. **Estimates.** Any estimates of anticipated fees that we provide, for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Such estimates are not a maximum or minimum of quotation.

6. **Opinions.** During our consults with you, we may express opinions or beliefs concerning business planning, strategy, processes, systematizing, scale-able solutions, upgrades or other various course of action and the result that might be anticipated. Any such statement is intended to be an expression of opinion only and should not be construed by you as a promise or guarantee.

7. **Client Responsibilities.** Client Responsibilities. Recognizing that we cannot effectively consult and advise you without your cooperation and assistance, you agree to cooperate with us and to provide promptly all information known or available to you that is relevant to the subject matter of our consultations or otherwise requested by us and to comply with all reasonable requests we make of you in connection with the preparation and implementation of this matter. Failure to so cooperate may result in your ability to get results from the program. You agree to inform us of any changes in the name, address, telephone number, contact person, e-mail address, state of domicile, or other relevant changes regarding you or your business. Failure to provide requested information could reduce the effectiveness of our consultations. It is essential that we be able to reach you when needed. If you affiliate with, acquire, or are acquired by or merge with another company, you agree to provide us with sufficient notice to permit us to determine whether such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition, or merger.

8. **Conflicts.**

(a) The firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to consult, or may undertake in the future to consult, existing or new clients in any matter that is not substantially related to our work for you, provided that the interests of such clients in those other matters are not directly adverse to your interests. We agree that the above consent will not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other

confidential information of a nonpublic nature, which if known to such other client, could be used in any such other matter by such client to your material disadvantage.

(b) In addition, you agree that we may disclose the fact of our consultation of you, without disclosing the nature of such consultation, to other current or future clients that may be adverse to you for the purpose of obtaining such other clients' consent to any conflict of interest that may be presented by our consults of you and such other client. We will not disclose to the other client any confidential information pertaining to our consultation of you.

(c) Further, should Client and Firm have a conflict that can not be resolved through mutual efforts and recovery of payments and funds or monies due to Firm are brought by method of court actions, Client agrees and is responsible for Attorney Fees for Firm to recover monies due. A minimum of 20% of principle balance will be added to invoices outstanding further than 14 days, which is IN ADDITION to interest defined in 3(a) for purposes collections efforts or internal costs to Firm to obtain payment, funds and monies owed. Should balance be owed further than 30 days collection efforts will escalate to faster recovery efforts with our Firm's Counsel that could include additional fees and legal costs, as well as judgement(s), ability to levy assets and business accounts of Client and/or it's Guarantor(s), or future deposits to Client and its Guarantor(s).

9. Credit Checks. Depending on the nature of our representation of you, we may from time to time request information from credit-reporting agencies for the purpose of verifying or considering your credit status. Your engagement of the firm will constitute your authorization to perform such credit checks.

10. Renewals and Updates. We do not undertake to renew or maintain any business filings, compliance documents, taxes, statements, trademarks, trade names, patents, UCC financing statements, judgments, or other filings unless

(a) Otherwise specifically agreed upon in writing, and (ii) we are currently consulting with you at the time such renewal is required. As a matter of courtesy only, we may from time to time voluntarily provide you with notices of future events or activity affecting your rights related to such filings or other documentation we have prepared, but any such notices will not be regarded as evidence of an obligation to provide them to you or any assurance that such notices will be provided in the future.

11. Termination

- (a) Termination – Business Consulting Services.
- (i) Either party may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct and our obligation to give you reasonable notice to arrange for alternate representation. The engagement will also terminate on the completion of our services hereunder.
 - (j) Should termination occur while in a program that IS NOT month-to-month, Client agrees to pay upon termination the value difference from the discounted program fee to the month-to-month fee for all months of consulting upto termination date upon and accompanying the termination notice in writing from Client.
 - (ii) Our relationship will also be considered terminated if no matters are pending and there have been no communications between us for at least three months, unless otherwise agreed to in writing. Client will remain obligated to pay for fees and costs incurred prior to termination.
 - (iii) If Client initiates the cancellation of services while Firm is performing as agreed, Client agrees to pay Firm all hours exhausted up to that point from start of program at rates defined in 2(b) upon written notice of termination of engagement less MCF paid to date of notice to cancel. Further, Client agrees to pay the remaining term of MCF through the end of contract at time of cancellation notice.
 - (iv) If Firm initiates the cancellation of services due to Client non-performance, Client agrees to pay Firm all hours exhausted up to that point from start of program at rates defined in 2(b) upon written notice of termination of engagement less MCF paid to date of notice to cancel. Further, Client agrees to pay the remaining term of MCF through the end of contract at time of cancellation notice.
 - (v) The engagement will also terminate on the completion of our services hereunder. Our relationship will also be considered terminated if no matters and/or projects phases are pending and there have been no communications between us for at least three months, unless otherwise agreed to in writing. Client will remain obligated to pay for fees and costs incurred prior to termination.

Matters. Unless our engagement is by its nature a continuing one (as when we are initially engaged to handle one of a series of separate matters that will be referred to us in connection with an ongoing project) or unless the engagement letter specifically reflects that our engagement is intended to continue beyond the current matter, our engagement will cease upon completion of the matter for which you have engaged us. Upon conclusion of the tasks we have been asked to perform in connection with this engagement, we will have no duty to inform you of future developments or changes in the law affecting any of your interests including your interests in the matter subject to this engagement. To the extent that we voluntarily provide you with newsletters, documents, or information concerning such matters following the conclusion of this engagement, such provision will be considered a matter of courtesy only and will not be

considered the fulfillment or basis of any duty or the re-establishment of any attorney-client relationship.

13. Retention and Destruction of Documents. Following the conclusion of this engagement, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment of outstanding fees and costs. Our own files pertaining to the matter, which include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal firms' work reports, prepared by or for the internal use of firm, will be retained by the firm. If you do not request the return of your records, however, your records will be destroyed within six months following the period of time specified by our document retention/destruction policy. This period may vary depending on the nature of the engagement involved. In any event, all files may be destroyed seven years following the conclusion of the engagement.

14. Fee Arbitration. In the unlikely event of any dispute regarding the amount or payment of fees or expenses, we have the right to terminate our consulting services in this matter. No arbitration is required or expected and if used it would be at expense and cost to client as breach penalty for failure to pay.

_____ < (initials) By initialing, Client hereby acknowledges and understands that they have 3 days from the date of acceptance of Firms' Agreement and Terms of Engagement with Client to seek advice from independent counsel prior to this agreement becoming fully binding and by using time and resources of Firm by becoming engaged in this matter and agreement with Firm.

15. Mediation. As to any claim or dispute arising out of or connected with our services, other than a fee dispute covered by the preceding paragraph, we mutually agree to attempt in good faith to settle the dispute by non-binding mediation before commencing any legal action or other dispute resolution procedure. Further, Client agrees to pay for mediation expenses to resolve disputes between firm and client.

16. Confidentiality. We will maintain as confidential all information regarding your representation in accordance with the Colorado Rules of Professional Conduct. From time to time we may have discussions with other lawyers for the purpose of considering their employment by the firm, or with other law firms for the purpose of considering a potential combination with such law firms. During the course of those discussions it may be necessary to disclose your identity as a client or fee and billing information relating to our representation of you. Such disclosure will be subject to a confidentiality agreement between us and such other lawyers or law firms, and you agree that we may disclose such limited information for these purposes.

17. Change of Entity. In the event that firm changes its name or modifies its corporate structure, you agree that the terms of this engagement will remain binding and will incur to the benefit of any such entity.

18. Multi-Party Representation.

(a) Under the Colorado Rules of Professional Conduct, we are permitted to represent multiple clients in a matter as long as we can adequately represent the interests of each client and each client knowingly consents to the joint representation. If this matter involves our representation of multiple clients, either at the commencement or during the course of the representation, we believe, based on the information available to us at the time of undertaking the joint representation, that there are no conflicts of interest among the clients that would prevent us from undertaking their joint representation. Accordingly, we will share all material information relating to the representation with all clients; although our communications with one or more of you are protected by the client-attorney privilege vis-à-vis all third parties, information any one of you shares with us is not protected by the privilege among yourselves. As to those matters on which your individual interests may differ, we will attempt to explain the interests of each of you and the effect on each of you of a particular course of action. If at any time during our representation of multiple clients, any client wishes to retain separate consulting services, the one desiring separate consulting services may terminate our consults and we will be free to continue to represent the other client(s). But we will be unable to continue to consult with any of the clients, without the consent of the others, in this or any substantially related matter in which your interests may be adverse. Although the interests of the multiple clients may be similar in many respects, they may not be identical and a conflict may develop at some later date. If at any time you become aware of any conflict or potential conflict between your interests and those of another client, you agree to communicate with us immediately so that we can determine whether we can continue to represent any of the clients. If we conclude that a serious or potentially serious conflict of interest between the clients has developed, or is likely to develop, and that we should therefore not continue to represent any of the clients, we will promptly notify each client that we can no longer continue to represent any of you. In that event we will not be obligated to disclose to any of the clients the precise reason or reasons why we have concluded that we should discontinue the representation.

(b) While our bills may only be sent to one party of the multi-party consult(s), all parties to the representation are jointly and severally responsible for payment of our fees and costs, unless otherwise agreed to in writing.

(c) If fewer than all parties have agreed to pay our fees and costs for the benefit of all, those clients who will not be responsible for payment of our fees and costs have consented to our joint representation of all clients notwithstanding that our fees and costs will be paid by one or more of the other clients.

(d) If spouses are involved in this engagement, please note that spouses can have differing, and sometimes sharply conflicting, interests and objectives regarding matters such as estate plans. If each spouse had their own separate consultants and attorney, each would have an "advocate" for his or her position and each would receive totally independent and confidential advice from his or her own consultants and attorney. All information given to the separate attorney would be confidential, and none of that information could be disclosed to the other spouse without consent. This is not the case when one firm advises both spouses jointly. If we represent both spouses, we cannot be an advocate for one against the other. Information that either spouse gives to us cannot and will not be kept by us from the other spouse. If you have asked us to advise you jointly, our effort will be to assist you jointly and

encourage the resolution of any differences of opinion or conflicting interests in an equitable and logical manner.

19. Local Counsel. If you have engaged us as Colorado Business Consultant Services to work with consultants and/or clients outside Colorado whom you have engaged for the specific purpose of having overall responsibility for the matter for which you have engaged us ("nonresident consultant"), our responsibility will be limited to consulting with nonresident entities or parties about matters of Colorado business nuance and local procedure. Notwithstanding this limitation, we will undertake any tasks necessary to comply with our obligations under state and federal rules and, pursuant to direction from nonresident consultant or client(s), we will undertake other tasks and responsibilities necessary to accomplish the goal of the consulting needs. Performing services as local consultant requires us to review correspondence and pleadings sufficient to understand the tasks we may be requested to perform, fulfill our obligations under state and federal rules, and respond to inquiries from parties, counsel, courts, and governmental agencies. The reasonable time required for these activities will be billed and paid in accordance with these Terms of Engagement.

20. Representation of Employees and Employers. If we are representing both an employer and employee as joint clients, we have formed a judgment that employee's and employer's interests are sufficiently aligned that no conflict of interest is presented by the joint representation. If employer has agreed to pay our fees and expenses for both employer and employee, employee consents to such payment by employer. We urge employee, however, to consult with another attorney of her or his choice about our consulting of both employee and employer. Either party has the right to discharge us at any time, for any reason. If we learn something from either employee or employer that is relevant and material to the other concerning this matter, each agrees that we will share such information with the other, even if it is something employee or employer would otherwise want to be kept secret.

21. Insurance Coverage. If the services we are engaged to orchestrate relate to the defense of your real estate property rights, intellectual property rights, or other interests in litigation, your comprehensive general liability or other liability insurance may provide some reimbursement for the associated legal fees and Firm costs will be due and bill in accordance with this agreement. You should contact your insurer or broker to determine the nature and extent of any applicable coverage. Our consulting service does not include responsibility for review of your insurance policies to determine the possibility of coverage for the matters subject to our representation, or for notification of your insurance carriers about the matter. It is your responsibility to pay the firm for services rendered and to obtain reimbursement from any insurer, unless we have otherwise agreed with you and your insurer.

22. Representation of Insureds. If our consultation service with you arises out of a matter for which you have insurance, and your insurance company has agreed to pay our fees and costs, you consent to our consulting services of you in such matter notwithstanding the payment of our fees and costs by an insurance company. We have accordingly formed a judgment that such payment will not interfere with our independent professional judgment or our relationship with you, our client. Moreover, information relating to your consultations will be kept confidential unless you consent to its disclosure.

23. Federally Regulated Financial Institutions. If you are a federally regulated financial institution, our engagement, unless expressly described otherwise in the accompanying engagement letter, will be limited to assisting you with the structuring, negotiation, documenting and creation or closing of your financing transactions, and conducting an advisory (NON-LEGAL) review (the scope of which will be defined at the commencement of each separate transaction) of certain due diligence matters pertaining to each prospective borrower's business. In connection with the foregoing, we will also assist you with the federal regulatory aspects of your receipt of equity enhancements (e.g., warrants and success fees) in connection with your financing transaction and the effect on, and applicability to, your financing transaction of federal margin stock laws and regulations; but if you have no counsel with respect to general corporate compliance matters, we will not otherwise undertake any responsibility for assuring that, with respect to any of the financing transactions, you will be complying with applicable state or federal laws and regulations because of your legal or regulatory status or because of the general nature of your business, including, without limitation, capital adequacy requirements, lending limits, restrictions on affiliate and insider transactions, rules regarding interlocking boards of directors, governmental reporting and licensing requirements, and federal, state or local tax matters. Of course, you may limit or expand the scope of our consultation from time to time, provided that any such expansion is agreed to by us.

24. Consulting (Non-Legal Counsel). The Firm is a business consulting and value-add resource service firm. We are NOT a legal counsel, certified public accountant or financial services entity sanctioned to advise in matters of business legal structure, taxation or regulatory compliance. Our firm specializes in implementation of scale-able business solutions and can connect the client to the right legal counsel and professionals to get advice and service as needed to meet plan.

We are pleased to consult and help you and we look forward to a mutually satisfying relationship. Again, if at any time you have a question or concern, please feel free to bring it to the attention of the attorney or attorneys responsible for your representation.

Terms of engagement are subject to change at anytime and new terms will be available in real time at by email login for clients contracted with firm.