

Terms & Conditions

General

Outsourced CFO Solutions, Inc. has set out in this document our basic terms and conditions of business (the "Terms"), which will apply to all work Outsourced CFO Solutions, Inc. undertakes for you with respect to this engagement.

For the purposes of the Terms, "Outsourced CFO Solutions, Inc." includes its partners, team members and all its related entities.

The individual/entity entering into the agreement with Outsourced CFO Solutions, Inc. is to be referred to in this agreement as Client.

Your Investment

To ensure that we are providing you with seamless access to the services and expertise you need from us, your investment has been conveniently structured as a fixed fee arrangement, to be billed via recurring automatic draft to the bank account or major credit card you select on a schedule you agree to. Fees will be analyzed on an ongoing basis. If the volume of ongoing transaction processing, the complexity of the services you request, or other matters change relating to the services we are providing to you, we will communicate any related change in our fees to you by providing a minimum of 30 days written notice.

We believe it is our responsibility to exceed your expectations and as part of that goal we want to ensure that you are never surprised by the price for any service we provide. Therefore, we have adopted a revised agreement policy. If you request that we provide services beyond those outlined in this agreement we will be happy to provide you with a revised agreement outlining the scope of that request, our fees, and anticipated timeline for those services. Although we strive to meet your needs, we reserve the right to decline a request for additional services that are outside the scope of the services we provide, our expertise or for any other reason. Any such requests will be considered addendums to this agreement.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

All retainers and fees for services are earned when paid. Because most of our services are performed at the beginning of each engagement, no refunds are given. All invoices are due

upon presentation. Failure to pay either the retainer request or invoice shall cause our firm to immediately stop providing services without further notice.

Any obligations on our part shall become null and void if you fail to provide us with information in a timely manner or if you provide us with false and misleading information. All unpaid fees shall become immediately due. Timely manner is defined as 10 business days from the request date.

If you have questions and/or concerns regarding your ongoing tax or financial reporting, accounting records and business management issues, we will provide additional assistance and describe any alternatives we are aware of. Our advice and related alternatives will be based on our knowledge, training, and experience. However, the decisions you make are strictly yours, as is the responsibility for the financial records of you and your company.

If necessary, we may suggest you contact your attorney, one of our strategic partners with specific expertise, or someone else better suited to assist you.

Outsourced CFO Solutions, Inc. in its sole professional judgment, reserves the right to refuse to take any action that could be construed as making management decisions or performing management functions, including determining account coding, and approving journal entries and will notify client of such refusal.

Our engagement is limited to the period and the business services indicated above. We will not audit or review your financial statements, or any other accounting documents and information you provide, in accordance with generally accepted auditing standards. Accordingly, we ask that you not in any manner refer to this as an audit or review. Nor will we verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and we will inform you of any material errors, fraud or other illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal controls as part of this engagement, and our engagement cannot therefore be relied upon to make disclosure of such matters.

You are responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper

financial statements. Furthermore, you are responsible for management decisions and functions, for designating a competent employee to oversee any of the services we provide, and for evaluating the adequacy and results of those services.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Company involving a) management b) employees who have significant roles in internal control, and c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Company received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

A successful working relationship requires a significant commitment on our part, as well as yours. You are responsible for making staff available during our ongoing work with you, providing timely responses to questions and calls for decisions, and devote the resources necessary to achieve the objectives of the engagement. If the information you provide is not submitted in a timely manner or is incomplete or unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information. If this occurs, we will contact you to discuss the matter and the anticipated delay in performing our services. We reserve the right to suspend or terminate our work with 10 days prior notice, except in the event of nonpayment or other material default on your part, in which case we may suspend or terminate our work immediately upon notice to you. Upon suspension or termination, we will use commercially reasonable efforts to transfer any information in our possession.

Retention Policy

It is our policy to keep work papers related to the engagement for four years. When records are returned, it is your responsibility to retain and protect them for future use, potential examination by any government or regulatory agency, prospective buyers of your business, acquiring business loans etc.

It is our policy to keep our electronic and work paper files electronically for a minimum of three months, unless otherwise required by tax or other regulatory agencies. All work paper and miscellaneous report copies that we are not required to retain are shredded after the engagement. At the end of three months electronic files may be erased.

In the unlikely event that we do obtain any hard copy documents from you, all original paper documents provided by you will be returned to you promptly as our work is

complete. We do not keep copies of all documents. It is your responsibility to safeguard your documents in case of future need. We may occasionally keep some copies we deem necessary to our work.

Confidentiality

Outsourced CFO Solutions, Inc. agrees to take reasonable steps to protect all Confidential Information and to use the Confidential Information only about performing the services hereunder. For purposes of this agreement, Confidential Information shall mean any and all information which is private and not in the public domain about our client that is provided, obtained, or produced in connection with the services in written, oral, digital or other tangible form, including, without limitation, all information furnished at any time relating to our client's business, customers, intellectual property, processes, strategies, all portions of any analyses, compilations, data, studies, or other documents prepared by us that contain or are based on any furnished information or that reflect its review of such information, and any and all information concerning our client's plans and activities, ideas, projects, software, methodologies, processes, tools, experience, customers and suppliers, financial information, and any other information, which ought reasonably under the circumstances to be considered confidential (the "Confidential Information"). Outsourced CFO Solutions, Inc. agrees to take reasonable steps necessary to ensure that the confidentiality of the Confidential Information is maintained and that such Confidential Information is protected from unauthorized disclosure, but not to a greater extent than our client itself uses to protect Confidential Information. Without limiting the generality of the foregoing, Outsourced CFO Solutions, Inc. shall not disclose Confidential Information to any party outside its organization without the prior written approval of our client. Outsourced CFO Solutions, Inc. represents that, as a matter of policy, it informs its personnel concerning maintaining the confidentiality of client information.

You assume all responsibility relating to adherence with privacy and disclosure requirements relating to the use and sharing of information in your industry.

You acknowledge that the proprietary information, documents, materials, management techniques, and other intellectual property we use are a material source of the services we perform and that these were developed prior to our association with you. Any new forms, software, documents, or intellectual property we develop in this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All report templates, manuals, forms, checklists, questionnaires, letters, agreements (including this one), and other documents, which we make available to you, are confidential and proprietary to us. All new documents created because of this engagement will automatically become our property. Neither you, nor any of your agents,

will copy, electronically store, reproduce, or make available to anyone other than your personnel any such documents. This agreement will apply to all materials whether in digital or "hard copy" format.

Unless you indicate otherwise, you consent to and authorize our firm to transmit confidential information that you provide to us to third parties to facilitate delivering our services to you. Examples of such transmissions may include the access to your contact information by members of our team (independent contractors such as consultants, administrative assistants, or third-party developers), transfer of accounting information and other data files via the internet, online back-up services, web site developer and hosting services (for newsletter and order processing), credit card processing company, etc. We only work with established, reputable companies that have demonstrated their commitment to safeguarding your data. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Electronic (Email) Communications and 3rd Party Applications

Regarding this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us regarding the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

During our work with you, we will use one or more third party applications (including internet-based application providers) to provide portions of our services to you. This may include online filing of your Accounts Payable or other business documents. By signing this agreement, you confirm that you understand the services being provided and agree that Outsourced CFO Solutions, Inc. is not liable for record retention, or any other aspect of the services provided by these 3rd parties, even if we absorb the cost (in part or in full) of a third-party service as a benefit to you. You always assume responsibility for a decision to maintain hard copies of your original documents or to limit your document retention to the digital copies stored by the web application.

If our engagement with you ends for any reason, you will have the option to continue any third-party subscription-based services at your expense (in some cases we may have absorbed the cost of these services during our work with you). You agree to complete the transfer of services to your name and assume responsibility for payment within 10 days of the end of our work with you. Our "end date" will be defined as the 11th business day following the date shown on the email or letter of termination/resignation transmitted by either party. You understand that if you do not assume responsibility for these services they may be cancelled. Additional fees may apply if you elect to restore those services (if that option is available from the service provider) or request copies (digital or hard copy) of records from the third-party provider.

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

Termination of Services

Either party may terminate this agreement if the other party commits a material breach of the agreement by providing written notice to the other party.

You understand and agree that we may withdraw from the present engagement at any time for any reason at our sole discretion. You agree that if you fail to provide the requested information or pay for services for this engagement on the agreed upon schedule, we either may discontinue performing services for you until all outstanding balances are paid and/or may withdraw from the engagement ten days after the mailing of written notice to you at the same address to which statements are sent.

If our work is suspended due to lack of payment and we later receive payment from you along with your request that we resume services, we will provide you with an updated timeline for completion of any past due work. You understand that this may result in significant delays in processing.

We reserve the right to terminate our work immediately if, during our services, we become aware of any matters that would compromise our professional or legal standing in any way, either in fact or based on confirmed or potential public perception.

Any dispute regarding billed amounts must be submitted in writing within 10 days of the invoice date; email is acceptable. No amounts may be disputed after that 10-day period. You may elect to terminate this agreement by providing Outsourced CFO Solutions, Inc. with 60 days written notice. If services are terminated, you assume responsibility for the

transfer of any 3rd party vendor services as described earlier in this agreement.

If our work is suspended or terminated as provided herein, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages, including consequential damages.

Staff

- You agree that during the provision of the Services, and for a period of 24 months thereafter, you will not approach, procure, entice, or make any offer of employment to any Outsourced CFO Solutions, Inc. partner or employee involved in the provision of the Services, without the prior consent of the President of Outsourced CFO Solutions, Inc.
- You agree that during the provision of the Services, and for a period of 24 months thereafter, you will not approach, procure, or entice any Outsourced CFO Solutions, Inc.
- Partner or employee to work for a related party or client of yours, without the prior consent of the President of Outsourced CFO Solutions, Inc.
- You agree that an earning one's clause constitutes a material breach of this agreement and if you do hire one of our employees within 24 months of when they last worked for Outsourced CFO Solutions, Inc. we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

Conclusion

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of law thereof.

All obligations provided under this Agreement are between Outsourced CFO Solutions, Inc. and our client and neither party shall assign any rights or delegate any obligations hereunder without the other party's prior written consent. Any attempted assignment without the required consent shall be null and void.

In the event a party is adjudged to be in breach of this agreement, including, as to company, any payment obligations, and, as Outsourced CFO Solutions, Inc., any confidentiality obligations, the party in breach shall reimburse the non-breaching party for its reasonable out-of-pocket costs of enforcing the provisions of this agreement, including reasonable attorneys' fees and disbursements.

This letter sets forth the entire agreement relating to our work with you. This letter supersedes any prior agreements, discussions, or understandings. No amendment or modification of this agreement shall be valid unless, in writing, signed by both parties to this agreement. As indicated earlier in this agreement, you may request that we perform additional services at a future date beyond the scope of this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional service will necessitate that we issue a Service Order as an addendum to this agreement, or a separate engagement letter to reflect the obligations of both parties.

The terms of this agreement are valid if signed by both parties within 20 days of the date of this letter. After that date an updated agreement may be necessary, which will include any changes to our fees, billing structure, or any other aspect of our work.