

BEST BUSINESS SERVICES, LLC ("BBS")
STANDARD TERMS OF ENGAGEMENT

1. SCOPE. These terms and conditions apply to the provision of all business and administrative services and related services ("Services") by Best Business Services, LLC ("BBS") to Client under the Engagement Letter ("Agreement") to which this schedule is a part.

2. TERM.

a) The Agreement shall be effective on the latter of Client or BBS's signature dates on the Agreement ("Effective Date"). The term of the Agreement and the Monthly Fee shall commence upon Acceptance of the Service (as hereinafter defined) at all of the Service Locations covered by this Agreement, or the Effective Date, whichever is later, and shall continue in full force for a minimum of six months plus the Deferral Created Period unless otherwise specified in the Agreement ("Term"), or unless earlier terminated in accordance with its terms. BBS will not collect any monthly fees from Client until Client begins to generate Sufficient Gross Revenues which period shall not exceed six months from the date services first begin. "**Sufficient Gross Revenues**" means the total of all revenues received by the Client are sufficient to pay the fees that Client owes BBS for each monthly period and other mandatory operating expenses. For each month that Client does not pay BBS, the contract term shall increase by four months (the "**Deferral Created Period**") – for example if Client does not pay BBS for 4 months, then the Deferral Created Period is sixteen months. BBS shall in its sole discretion determine if Client is generating Sufficient Gross Revenues. Once Client begins to pay its monthly fees the Client shall pay each month in addition to its monthly fee an amount equal to one fourth (¼) of the total unpaid fees for each month for the rest of the Term. "**Acceptance**" as used herein shall mean the earlier of: (i) actual use of the Services; (ii) the date the Service is commenced in accordance with the Agreement. After expiration of the Term, except where prohibited by state law, the Agreement shall renew automatically for successive renewal terms, each for a period of time equal to six (6) months, unless either Party serves the other Party with written notice of such Party's intent not to renew the Agreement at least sixty (60) days prior to expiration of the then current Term. Client must provide sixty (60) days prior written notice for termination of any service. BBS'S provision of Services is contingent upon Client's compliance with BBS'S credit requirements, which requirements may be revised during the Term hereof in BBS'S sole and reasonable discretion.

b) ADDITIONAL SERVICES. Additional Services may be added from time to time by Client, which Additional Services will be co-terminus with the Term of the Agreement *provided that* (i) a minimum in-service period of two (2) months ("Minimum In-Service Period") shall apply for each facilities based Additional Service; (ii) the parties amend the Agreement to add the fees applicable to such Additional Service; and (iii) the Monthly Fee shall be adjusted accordingly. In the event that the Term of the Agreement expires prior to expiration of the Minimum In-Service Period for any Additional Services, the Agreement shall continue in full force and effect with respect to such Additional Service only until expiration of the Minimum In-Service Period. In the event that Additional Services are terminated prior to the expiration of the applicable Minimum In-Service Period, Client shall be responsible for payment to BBS of an amount equal to the monthly recurring charges for such terminated Additional

Service, multiplied by the number of months remaining in the applicable Minimum In-Service Period.

3. MONTHLY FEES AND CHARGES.

a) The rates and charges for the Services shall be those set forth in the Scope of Work of the Agreement. All fees and charges set forth in any preliminary quote are subject to final approval and acceptance by BBS. For any BBS service used by Client for which a rate is not specified in the Agreement, BBS's standard business rate shall apply.

b) Notwithstanding the foregoing, Client guarantees to BBS payment of the Monthly Fees indicated in the Agreement ("Monthly Fee"). For each month Client agrees to pay the total amount otherwise due for the month for all Services provided under the Agreement.

4. TAXES AND SURCHARGES. In addition to the Monthly Fee for the Service(s), Client shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services, excluding taxes based on BBS's net income. Client shall be responsible for the payment of all surcharges in effect from time to time, as required or permitted by applicable law, regulation or tariff and/or as specified on the BBS website at <http://www.bbsa2z>. To the extent a sale is claimed to be subject to a tax exemption, and Client provides BBS with a proper tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said tax exemption, BBS agrees to exempt Client from the collection of taxes to the extent warranted by such certificate(s). Failure to timely provide said certificate will result in no exemption being available to Client for any period prior to the date that the Client presents a valid certificate.

5. BILLING AND PAYMENT. Billing for a Service shall commence upon Acceptance (as previously defined). All bills are due and payable upon receipt. If Client's bill is not paid by the date which is ten (10) days after the 1st day of each month, Client also shall pay BBS a monthly late charge amount equal to the greater of \$50.00 or 10.0% of the unpaid balance due (or such lesser amount as is the maximum amount permitted under applicable law). Client must provide BBS with written notice of any disputed charge(s) within ten (10) days after the 1st day of each month or shall be deemed to have waived its rights to dispute the charges. If the dispute is filed on or before the Due Date (1st day of the month) for the respective month, Client shall pay the due amount minus the disputed amount by the Due Date. Client shall have no right to withhold amounts not disputed by the Due Date, *provided that* payment of a monthly fee shall not be deemed a waiver of Client's rights to later dispute a bill within the time period established in this Section. The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. BBS and Client shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of BBS, Client shall pay the disputed amount previously withheld within ten (10) days of such resolution, including interest at the rate specified above from the original due date. If the dispute is subsequently resolved in favor of Client, BBS shall issue a credit on Client's next monthly bill for the disputed amount. If BBS

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initiates legal proceedings to collect any amount due hereunder and BBS substantially prevails in such proceedings then Client shall pay the reasonable costs and expenses, including but not limited to reasonable attorney fees, expenses, court costs and service charges, incurred by BBS in collecting payment and/or in prosecuting such proceedings and any appeals therefrom.

6. TERMINATION.

a) A party may terminate the Agreement on sixty (60) days' written notice if the other party materially breaches the Agreement and such breaching party fails to cure the breach within such notice period, *provided that* the cure period for breach of any of Client's payment obligations shall only be ten (10) days, or as provided by law. If Client fails to cure any breach of its payment obligations with respect to amounts not disputed in accordance with the provisions of Section 5 above within such ten (10) business day period, in addition to BBS's remedies under Section 5 above, BBS shall have the right to immediately and without further notice suspend Services to Client.

b) A party may terminate the Agreement upon written notice to the other party if (i) the other party dissolves or becomes insolvent; (ii) the other party makes an assignment for the benefit of creditors; (iii) the other party suspends the transaction of its usual business or consents to the appointment of a trustee or receiver; or (iv) a receiver of the other party is appointed.

c) If Client (or any Client affiliate) is in default of the terms of any other agreement between BBS (or any BBS affiliate) and Client (or any Client affiliate), including but not limited to any payment obligation to BBS or its affiliates, then BBS, at its sole option, may consider such default as a default under this Agreement and provide notice of default in accordance with the terms of this Agreement. Client further understands and agrees that any breach by Client of its obligations under this Agreement shall also be deemed a breach by Client of its obligations under any other agreements it (or any Client affiliate) has entered into with BBS and/or its affiliates and understands and agrees that any such breach shall authorize BBS and/or any of its affiliates to immediately suspend performance under, and or terminate, said agreements with Client (or Client's affiliates) for default.

7. TERMINATION LIABILITY.

If the Agreement is terminated anytime during the Term with appropriate sixty (60) day notice, Client shall pay to BBS, immediately upon demand all sums then due and unpaid.

8. LIMITATIONS OF SERVICE. This Agreement also does not constitute a joint undertaking for Client's furnishing of any service to its own Clients.

9. COMPLIANCE WITH LAWS. Each party shall comply with all applicable laws, regulations, court decisions or administrative rulings regarding the provision or use of the Services. Client represents and warrants that (i) its engagement with the BBS does not and will not breach any agreements with or duties to a former employer or any other third party, (ii) Client have no obligations inconsistent with the terms of this Letter Agreement or with his undertaking a relationship with the BBS, and Client will not enter into any agreement in conflict with this agreement; (iii) the performance of this Agreement does

not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party.

10. UNAUTHORIZED USE OF SERVICES.

a) Except as provided in subsection (b) below, Client, and not BBS, shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under the Agreement to Client. BBS reserves the right, but is not required, to take any and all action it deems appropriate to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof, provided, however, that any such action shall be consistent with applicable federal and state laws, rules, and regulations.

b) Notwithstanding the foregoing, Client shall not be liable for unauthorized or fraudulent usage to the extent that (i) Client has previously notified BBS of the problem; (ii) the problem was within BBS's reasonable ability to correct or prevent, and (iii) BBS negligently or willfully fails to correct or prevent such unauthorized or fraudulent usage.

11. WARRANTY. THE QUALITY OF SERVICE PROVIDED HEREUNDER SHALL BE CONSISTENT WITH INDUSTRY STANDARDS, GOVERNMENT REGULATIONS AND SOUND BUSINESS PRACTICES. BBS MAKES NO OTHER WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BBS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON BBS'S BEHALF AND THE CLIENT MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY OF BBS. THIS SECTION SURVIVES TERMINATION OF THE AGREEMENT.

12. LIMITATIONS OF LIABILITY.

a) IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CLIENTS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER. THIS DOES NOT LIMIT CLIENT'S RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES. THIS SECTION SHALL SURVIVE FAILURE OF AN EXCLUSIVE OR LIMITED REMEDY AND TERMINATION OF THE AGREEMENT.

b) BBS'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY SERVICE PROVIDED TO CLIENT OR BREACH OF THE AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, INDEMNITY OR STRICT LIABILITY, SHALL BE AS FOLLOWS: (I) FOR A SERVICE QUALITY CLAIM (INCLUDING INTERRUPTION IN SERVICE), A THE CREDIT FOR THE PRO RATA PORTION OF THE MONTHLY FEE; (II) FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY CAUSED BY BBS'S NEGLIGENT ACTS OR OMISSIONS, OR FOR ANY DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF BBS, THE AMOUNT OF PROVEN DIRECT DAMAGES; AND (III) FOR ALL OTHER CLAIMS NOT COVERED BY THE FOREGOING SUBSECTIONS, THE AMOUNT OF PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE MONTHLY FEE APPLICABLE UNDER THE AGREEMENT FOR THE PERIOD DURING WHICH SERVICES WERE AFFECTED. IN NO EVENT SHALL BBS'S AND ITS AFFILIATES' CUMULATIVE LIABILITY FOR ALL

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CLAIMS (EXCLUDING (II) ABOVE) ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CLIENT TO BBS HEREUNDER. THIS SECTION SURVIVES TERMINATION OF THE AGREEMENT.

c) BBS also shall not be liable for any damages arising out of or relating to: interoperability, interaction, access or interconnection problems with applications, equipment, services, content or networks; Service interruptions or lost or altered messages or transmissions (except to the extent credit allowances are specified in the applicable Service Level Agreement); or unauthorized access to or theft, alteration, loss or destruction of Client’s, Users’ or third parties’ applications, content, data, programs, information, network or systems.

13. FORCE MAJEURE. Except with respect to Client’s payment obligations for Services rendered prior to the commencement of a Force Majeure event, notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for any delay or failure in performance of the Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials or labor or any other causes beyond its reasonable control. Any such delay or failure shall suspend the Agreement until the Force Majeure ceases.

14. RELATIONSHIP OF PARTIES. Neither the Agreement nor the provision of Service hereunder shall be deemed to create any joint venture, partnership or agency between BBS and Client. The Parties are independent contractors and shall not be deemed to have any other relationship. Neither Party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act. The parties intend that an independent Client relationship will be created by this letter. BBS is interested only in assisting the Client and control of the work will lie solely with Client. It is understood that BBS does not agree to work for Client exclusively. It is further understood that BBS is free to contract with any other company to provide services while under contract with Client. The work to be performed under this contract will be performed entirely at Client’s risk.

15. BBS FACILITIES. Equipment furnished by BBS shall remain its property and shall be returned to BBS on expiration or termination of the Agreement or as earlier requested by BBS, in good condition, reasonable wear and tear excepted. Client shall reimburse BBS for any loss of, or damage to, BBS’S facilities or equipment on the Client’s premises, except loss or damage caused by BBS’S own employees, agents or contractors.

16. NOTICES. All notices and communications under the Agreement shall be in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, by regular U.S. mail, or by facsimile transmission, or by email addressed to the respective Party as set forth in the first page of the Agreement or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon mailing or sending.

17. ENTIRE AGREEMENT. The Agreement, including these Standard Terms of Engagement, BBS’s Acceptable Use Policy (“AUP”), Engagement Letter, Scope of Work, Billing Application, Client Services Agreement and all other schedules referenced in the

Agreement or at <http://www.bbsa2z.com> and which are applicable to the Services purchased by the Client, BBS’s applicable tariffs, all of which are expressly incorporated by reference, and any attached schedules, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Service. The Standard Terms of Engagement and other documents referenced in this Agreement or at <http://www.bbsa2z.com> may be modified from time to time. Any modification to the Scope of Work shall be in writing and signed by authorized representatives of both Parties. In case of any conflict between the provisions of these Standard Terms and any other document or schedule (including any Addendum), the provisions of the other document, schedule or Addendum shall take precedence unless otherwise indicated in writing by Client and BBS. A digitized (electronic) copy of the executed Agreement shall be deemed the same as an original copy. The Agreement may be executed in any number of counterparts, including facsimile counterparts or electronic PDFs, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any hand written notation on this form or on any portion of the Agreement by Client is rejected in its entirety unless expressly agreed to in writing by a BBS authorized representative. The information exchanged between Client and BBS concerning Services, as well as information about Client, constitutes proprietary information. Both Parties agree to keep any such information confidential unless either is obligated by law to disclose information contained herein. Provisions in the Agreement that by their sense and context are intended to survive completion of performance, termination or cancellation of the Agreement, shall survive.

18. REGULATORY CHANGE. BBS may amend any contract term or pricing in response to a regulatory change that materially changes the technical feasibility or economics of providing service. BBS will notify Client in writing when exercising this right, after which Client will have ten (10) days from the date of the notice to terminate the adversely affected Services for cause by notifying BBS in writing. If Client does not respond in writing to BBS within ten (10) days, Client waives its right to terminate. For avoidance of doubt, Client’s remedy pursuant to this section shall not apply for rates otherwise subject to change as designated on Client’s Scope of Work(s).

19. WAIVER. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default. The failure, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance.

20. PARTIAL INVALIDITY. If any term, provision, covenant or condition of this agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Moreover, if any one or more of the provisions of this agreement

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shall be held to be excessively overbroad as to duration, activity or subject, such provision shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law. However, if such provision is an essential element of the Agreement, the Parties shall promptly attempt to negotiate a substitute therefor. Any provision's invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision.

The rights and remedies provided hereby are cumulative, and the exercise of any right or remedy, whether pursuant hereto, to any other agreement, or to law, shall not preclude or waive the right to exercise any or all other rights and remedies. Termination of this agreement shall not affect Client's continuing obligations under this Agreement. This Agreement shall be binding upon Client, its administrators, affiliates and shall be for the benefit of the BBS or Client, its successors and its assigns.

21. ASSIGNMENT. Client may not assign the Agreement without the written consent of BBS, which consent shall not unreasonably be withheld or delayed; *provided* that no such consent shall be required for any assignment by a party to an entity that either controls or is controlled by or is under common control with that party; or to an entity which succeeds to all or substantially all of such party's assets whether by merger, sale or otherwise; or to any institutional lender to whom this Agreement is assigned as collateral security for any indebtedness of the assignor or any affiliate of the assignor. In the event of any assignment by Client as permitted hereunder, the assignee must comply with BBS'S credit and security requirements.

22. GOVERNING LAW. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Utah, without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of Utah.

23. SPECIAL CONSTRUCTION. Provision of Services is subject to BBS's approval of the suitability of Client's premises for the Services.

24. NO INVESTMENT ADVICE. BBS does not offer investment advice nor do we recommend specific programs for investment. Therefore, this engagement will not include any such advice or recommendation. In this regard, a personal investment advisor should be consulted.

25. RELIANCE ON DATA PROVIDED. BBS will not audit or otherwise verify the data submitted by you that might be used in our engagement, but we may ask you to clarify some of it. This engagement is not designed to detect irregularities including fraud and defalcation that may exist in the materials provided to BBS. Client hereby represents that all materials provided to BBS shall be accurate, complete, and in compliance with any and all regulations and laws.

26. CONFIDENTIALITY. Both Client and BBS agree at all times during this engagement, that Client and BBS and all related persons and affiliates will not use, show, display, release, discuss, communicate, divulge or otherwise disclose any "Confidential Information" (as defined below). Client and BBS understand that "Confidential

Information" means all data, information and materials related to BBS or Client, or any subsidiary, affiliate, related entity, division or any of their respective partners, members, employees, consultants, portfolio companies, or business associates (collectively, the "Parties") thereof which are not generally known or available to competitors or the public or so known only through improper means including, but not limited to: (i) concepts, ideas, proposals, text, illustrations, designs, characters, trade secrets, proposed trademarks and trade names; (ii) matters of the business of the Parties including, but not limited to: financial data or plans; business plans and strategies; any other proprietary information relating to the business of the Parties, whether oral, graphic, written, electronic or in machine readable form.

Client and BBS and their related persons and affiliates will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party any Confidential Information. Client and BBS are aware that the unauthorized disclosure of Confidential Information may be highly prejudicial to the other party's interests, an invasion of privacy, and an improper disclosure of trade secrets. Without limiting the foregoing, Client or BBS shall not make copies of, or otherwise reproduce, Confidential Information. Client and BBS will take all appropriate steps to safeguard and protect the Confidential Information.

Any and all printed, typed, written or other material which Client or BBS has or may obtain with respect to Confidential Information (including without limitation all copyrights therein) shall be and shall remain the exclusive property of the original party. Upon termination of his engagement for whatever reason, the other party shall promptly deliver to the original party all Confidential Information in his possession or control. And, further, Client or BBS shall not take, or allow a third party to take, any Confidential Information.

27. USE OF CLIENT LOGO AND NAME AND TESTOMONIALS. Client agrees that BBS can use Client's logo and name in BBS's advertising and promotional campaigns including but not limited to its marketing materials and on its website. Client agrees that BBS can create and promote testimonials and references from the Client that depict BBS in a positive way. Client agrees not to disparage BBS in any manner or in any form and to resolve any disputes or issues privately with BBS.

28. SUPERCEDES. This Agreement supersedes all, and may not be contradicted by evidence of any, other prior and contemporaneous agreements and statements on the subjects covered in this Agreement, whether written or oral.

BBS is defined for purposes of this Agreement to include Best Business Services, LLC, Solid Concrete Walls, LLC and any of their respective affiliates.