

By checking the box on the webpage or some other alternative form of indicating acceptance, you agree to the terms below:

## TERMS AND CONDITIONS OF ENGAGEMENT AGREEMENT

**1. Scope of Engagement.** You ("Client") hereby engage AscendCFO, LLC ("AscendCFO") to provide the accounting, tax, and financial consulting services as requested by Client ("Services") via the "ASK-A-CFO" service. Either party may terminate this engagement at any time.

**2. Confidentiality.** Client may provide AscendCFO confidential information during the term of the engagement. "Confidential Information" means any Client proprietary information, technical data, trade secrets or know-how. Such Confidential Information does not include any of the foregoing items which has become publicly known and made generally available. AscendCFO agrees to use such Confidential Information solely for the Client's benefit and agrees at all times during the engagement or at any time after the termination or conclusion of the engagement, to hold in strictest confidence, and not to use such Confidential Information, except as authorized by the Client. AscendCFO may disclose Confidential Information only to its directors, officers, employees, advisors or agents who have a need to know in order to provide accurate and professional service.

**3. Fees:** The fees for the ASK-A-CFO Services shall be at no charge for the first 15 minutes of a phone call. Subsequent minutes will be billed at our standard hourly billing rate for a CFO in increments of one minute. AscendCFO will track the number of minutes that exceed 15 minutes and will bill for any minutes thereafter, rounded up to the nearest minute. The free 15 minute phone consultation is limited to one per Client per every 3 months from the first date of service.

**4. Payment.** Payment for the Services will be paid via the Client's credit card. AscendCFO will track the number of minutes exceeding 15 minutes and will charge the Client's credit card at the rate per hour noted in Section 2 divided by 60 minutes and multiplied by the number of minutes over 15 minutes. Client hereby authorizes AscendCFO to charge the Client's credit card using the credit card information obtained from the Client. If the credit card transaction is declined for whatever reason or the Client subsequently cancels the transaction, the Client agrees that he, she, or it will remain liable to pay the full amount due. AscendCFO will contact the Client for a replacement credit card or will bill the Client for charges owed. Any charges owed and not paid within ten (10) calendar days after the invoice date will be subject to an interest charge of 18% per annum from the date of service until the amount owed is paid in full plus a late fee of \$35.00. Client agrees to pay all legal fees, collection costs, court costs or any miscellaneous fees associated with non-payment and collection of any outstanding amounts owed.

**5. Indemnification.** The Client hereby agrees to indemnify and hold harmless AscendCFO and its managers, members, directors, officers, stockholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims, liabilities, losses, damages, and expenses as incurred (including reasonable legal fees and disbursements of counsel and the costs of AscendCFO professional time), joint or several (including actions or proceedings in respect thereof) (collectively "Losses"), relating to or arising out of: (i) the engagement (including without limitation the provision of the Services), or (ii) any transaction or matter which is related to the subject matter of the engagement, unless such Losses resulted from the gross negligence or willful misconduct of any Indemnified Person. The Client also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or in tort or otherwise) to the Client or any person claiming through the Client, including without limitation its owners, parents, affiliates, security holders or creditors, for any Losses suffered by the Client or any such other person relating to or arising out of (i) the engagement (including without limitation the provision of consulting services), or (ii) any transaction or matter which is related to the subject matter of the engagement. Client further agrees that AscendCFO shall be reimbursed for any expenses as incurred by any Indemnified Persons relating to the foregoing (including reasonable legal fees and disbursements of counsel).

**6. Limited Warranty.** AscendCFO warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. In the event of any breach of the foregoing warranty, provided Client has delivered to AscendCFO timely notice of such breach as hereinafter required, AscendCFO shall, at its own expense, in its discretion either: (1) re-perform the non-conforming Services to conform to this standard; or (2) refund to Client that portion of the amounts received by AscendCFO attributable to the non-conforming Services. The remedy set forth in this Section 5 is the sole and exclusive remedy for breach of the foregoing warranty. ASCENDCFO SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OR ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CLIENT'S HARDWARE, SOFTWARE, FIRMWARE, OR ACCOUNTING AND COMPUTER SYSTEMS.

**7. Limitation of Liability.** AscendCFO's total liability to Client for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the amount actually paid to AscendCFO under this Agreement. In no event shall either AscendCFO or Client be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

**8. Taxes.** Client shall pay any and all sales, use, value added, excise, import, privilege, or other similar taxes, levies or payments in lieu thereof, including interest and penalties thereon, arising out of or in connection with the performance of the Services (other than those levied on income).

**9. Relationship of Parties.** Client hereby agrees that neither AscendCFO, nor its employees or contractors, are providing the Services as a licensed CPA firm or licensed certified public accountants. AscendCFO is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship other than that of contractor and customer.

**10. Arbitration.** Any disputes arising out of, or in connection with, or relating to, this agreement or its interpretation, breach, termination or validity thereof shall be settled by arbitration. Both parties agree to settle any dispute, controversy or claim in Denver, Colorado in accordance with the commercial rules of the American Arbitration Association in effect at the time of the arbitration, and the judgment upon award may be entered in any court having jurisdiction. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute and may not award any damages which are excluded or limited by this Agreement. Each party shall pay their own arbitration expenses; however the party who does not prevail in arbitration shall pay the arbitration expenses, including reasonable attorneys' fees and costs, of the prevailing party.

**11. Miscellaneous.** This agreement shall be governed by and construed under the laws of the State of Colorado. This agreement constitutes the entire understanding of the parties. If any provision of this agreement, or any portion thereof, is held to be invalid or unenforceable, then the remainder of this agreement shall remain in full force and effect. This agreement does not create any rights or interests by any person not a party to this agreement. AscendCFO and the Client shall not assign any of their rights under this agreement, or delegate the performance of any of their duties hereunder, without the prior written consent of the other party. The provisions this agreement shall survive the termination or expiration of this Agreement.