



Terms and Conditions

AGREEMENT FOR SERVICES

This Agreement For Services ("Agreement") is made by and between SBOOA, LLC, an Ohio limited liability company (the "Company"), and the client (the "Client").

ARTICLE 1

SERVICE BY COMPANY

1.01. Engagement.

Subject to and in accordance with the terms stated herein, the Client hereby appoints and hires the Company to perform the services specifically provided for herein ("Services"). It is agreed that the following terms and conditions shall govern the Client's engagement of the Company to perform said Services.

1.02. General Services.

The Company shall use its best efforts to build and strengthen the Client's financial and professional profile through, and by way of, the Company's specifically designed and structured procedure identified herein, and ultimately to identify and direct the Client to, and make the Client marketable to specific financial institutions to create opportunities to obtain financing for the Client's particular business or operation.

1.03. Client Qualification.

Beginning upon the Client's initial contact with the Company, the Company will perform an analysis of the Client's professional and financial condition in order to assess the viability of the Client's business and in order to determine whether the Company's Services are aligned with Client's goals to produce the intended results. As part of this qualification process, the Client will be required to provide to



the Company certain documentation, records and paperwork ("Records") regarding the Client's business. These Records will include the Client's, or the entity under which it operates, tax records and tax returns, business plan, projected financials and evidence of formation, incorporation or partnership. Following receipt by the Company of the Client's Records, the Company will create a private on-line account for the Client, accessible only by the Client and the Company, which will catalogue and organize for viewing, all of the Client's Records. Such Records will then be reviewed by the Company to determine whether the Client and its Records meets certain criteria of completeness, accuracy and viability related the Client's business in order to qualify to receive the Company's Services. The failure by the Client to provide such Records can result in a delay in qualification of the Client or a denial by the Company of qualification. Following the initial analysis of the Client and the requested Records, the Company reserves the right in its sole discretion to refuse to provide to the Client the services stated herein.

1.04. Performance of Services.

The Company shall determine, in its sole discretion, the timing of, and the method, details and means by which it will perform the Services. The Company will however reasonably attempt to render its Services within time periods iterated by the Client due to Client specific circumstances. The Client at all times will be expected to follow the direction and procedure of and to take the actions directed by the Company with regard to those steps necessary to achieve the stated result. Any such failure on the part of the Client to follow the directions and procedures of the Company will negatively impact the ability of the Client to achieve the desired results specified in this Agreement. The Company will, upon written request by the Client, provide a reconciliation of all Services performed by the Company on behalf of the Client.

1.05. Excluded Services.

The Client hereby acknowledges that the Company is neither a law firm, accounting firm, lending institution or financial broker, and can not advise the Client on, nor provide any advice regarding any legal, tax accounting or underwriting related issue or matter other than pre approval. Further the Company does not offer financing, broker loans,



or negotiate any legal, tax or financial matter with any third party or governmental agency on the Client's behalf.

1.06. No Guaranty of Outcome.

Client acknowledges that the Company is only providing advice, which is reasonably calculated to improve the Client's credit score, Paydex Score and business profile ("Business Ratings"), and further that the Company's success in improving the Client's Business Ratings is directly related to the Client's efforts to follow all Company instruction and direction. The Company does not warrant or guarantee that the Client will recognize an improvement in its Business Ratings as many other factors affect these numbers aside from those matters on which the Company may advise on. Further, in cases where the Client does recognize an improvement in its Business Ratings, the Company, in identifying potential lenders, does not warrant that any such identified lender will extend financing to the Client, as each lender operates pursuant to its own set of lending conditions and underwriting guidelines which are subject to periodic adjustment by such lender and over which the Company has no control.

1.07. Responsibility of the Client.

The Company is not affiliated with or related to Dun & Bradstreet and shall not be liable or responsible for errors made by Dun & Bradstreet in reporting any information regarding the Client. The Client shall be solely responsible for working directly with Dun & Bradstreet as may be necessary in order to clarify or correct any reporting errors made by Dun & Bradstreet. It shall also be the Client's sole responsibility to ensure that it operates its business in full compliance with all laws, codes, regulations and ordinances of any governmental entity having jurisdiction over the Client's business ("Laws"). The Company's review and evaluation of the Client and its business is not a warrant or guaranty that the Client is in compliance with all such Laws.

1.08. Termination.

This Agreement may be terminated at any time by the Client. The Company may terminate this Agreement at any time, if in its sole discretion, the Company believes either that the Client is not following the instruction or direction of the Company, or that the Client would



not realize any further benefit from the Company's rendering of any of its Services on behalf of the Client.

ARTICLE 2

COMPENSATION

2.01. Consulting Fee.

In consideration of the services performed by Company pursuant to Section 1.03 in collecting and categorizing Client's Records, creating Client's on-line account and reviewing such for completeness, the Client agrees to pay to the Company a non-refundable fee to be determined before agreement of services ("Consulting Fee"). The Consulting Fee will be due and payable immediately upon demand by the Company following the Client's initial contract with the Company. Consulting fee can be for multiple services, including but not limited to; Business Plan, PPM, Incorporation Services, Non-Profit Services, Financing. Any fees for financing are due only upon successfully obtaining financing for the Client. Any product based Consulting Fees are due immediately upon contract. The Company can withhold performance of the Client evaluation and qualification until such time as the Qualification Fee is paid in full.

ARTICLE 3

GENERAL PROVISIONS

3.01. Confidentiality and Proprietary Property.

The Company covenants and agrees that all Records provided by the Client shall remain solely the proprietary interest of the Client and the Company shall return all such Records upon written demand of the Client. Company and Client mutually covenant and agree with each other that neither party shall disclose any information to any person or entity, which is not generally known to the public, and which is disclosed to or acquired by either party directly or indirectly due to the relationship between Company and Client pursuant to this Agreement, including but not limited to information relating to the research, operations, clients and business activities of either party or their affiliates. Neither party shall use the other's trade name or any trade



mark without the prior written consent. Further, the Company shall not divert or attempt to divert or take advantage of or attempt to take advantage of any actual or potential business or opportunities of the Client or its subsidiaries, affiliates, distributors or representatives, which the Company became aware of as the result of Client's engagement of the Company.

3.02. Dispute Resolution.

Any dispute arising between the Company and the Client related to this Agreement shall be settled only through binding arbitration conducted pursuant to the rules of the American Arbitration Association and at a venue exclusively in Columbus, Ohio and shall be governed by and construed in accordance with the laws of the State of Ohio. The Arbitrator's decision shall be final and binding upon the parties, and may be entered and enforced in any court of competent jurisdiction by the prevailing party. The party against whom the Arbitrator rules shall be solely responsible for all costs associated with the arbitration proceedings. In the event any such arbitration results in a finding against the Company, the Company's liability notwithstanding any such finding, shall not exceed the total compensation paid by the Client to the Company pursuant to this Agreement.

3.03. Relationship of Parties and Indemnification.

Nothing contained in this Agreement shall be deemed to constitute, whether expressed or implied, a partnership, joint venture, employment or agency between the Company and Client, other than the relationship for the sole purpose of providing the Services specifically detailed in this Agreement, and neither Client nor Company shall represent otherwise to any other person or entity. Client shall indemnify the Company and defend, waive and hold the Company harmless from all claims, liability, damage, loss, fees, fines, penalties and expense, including, without limitation, attorneys' fees, arising out of any act or omission by the Client in the operation of its business or incurred due to the failure of the Client to follow the instruction and direction of the Company or to operate its business in compliance with all Laws. The provisions of this Section 3.04 shall survive termination or expiration of this Agreement.

3.04. Partial Invalidity.



In the event that any provisions of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect and the Client hereby confers upon such court the power to replace such void or invalid such provisions with such other enforceable and valid provisions as near to the original provisions in form and effect.

3.05. Authority.

Each person executing this Agreement on behalf of a party hereto does hereby represent and warrant that such person has the full right and authority to execute this Agreement on behalf of such party and that such party is authorized to enter into this Agreement.

3.06. Notices.

All notices, demands, consents or approvals which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested and addressed, or when delivered to any reputable private overnight courier utilizing written proof of delivery.

3.07. Entire Agreement of the Parties.

This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Client for Company, and contains all of the covenants and agreements between the Parties with respect to the rendering of these services in any manner whatsoever. Modification of this Agreement will be effective only if in writing signed by the parties.