



Service Engagement Agreement

This Service Engagement Agreement (the "Agreement") is made and effective _____
Day of _____, 2011

Between: _____(the "Client"), and
individual or company organized and existing under the laws of the
State of _____, with its address or head office located at:
_____.

And: Simple Service Consulting, LLC (the "Company"), a company
organized and existing under the laws of the State of Utah, with its
head office located at:
P.O. Box 522432 Salt Lake City, UT 84152-2432.

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern. All attachments to this document must be jointly agreed upon in writing and signed by authorized representatives of the organizations to which the attachments apply. Any unsigned attachments to this document shall be considered informational only, and shall not be considered binding.

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. Scope of Engagement. Company has agreed to provide Client with general business consulting services and business products. Client should have a clear understanding of the services the Company will provide. If Client has any question about the scope or description of Company services, Client should contact its Company representative. Company will at all times act on behalf of Client to the best of Company's ability. Any expressions on the part of Company concerning the outcome of the Client business matters are expressions of Company's best professional judgment, and are not guarantees of any particular result. Such opinions and advice are necessarily limited by Company's knowledge of the facts and are based on Company's past experience in business situations.

2. Services to be provided by the Company.

2.1 In order for Company to help Client accomplish its goal's Company has identified the services that Company will provide to Client. Below are some of the details of those



services. There will be no hourly wage associated with the services and Company will work cooperatively with Client until the objectives are complete.

2.2 List of Services

Service	Description and Requirements	Cost
Private Placement Memorandum	Private Placement Memorandum utilizing Regulation D Rule 504, 505, or 506 depending <ul style="list-style-type: none">• Subscription Booklet - which will contain the Subscription Agreement, the Accredited Investor Questionnaire, a Purchaser's Representative Questionnaire)• Security Agreement• Promissory Note (If applicable)• Ownership Interest Certificate Template (If applicable)	\$1,000.00
Cost		\$1,000.00

2.3 Company Personnel Assigned

Each client of the Company is served by a lead Development Director, subject to the supervisory role of the lead director. The Client's work or parts of it may be performed by other directors, assistants, and/or affiliates of the Company. Such delegation may be for the purpose of involving affiliates with particular expertise in a given area for the purpose of providing services on the most efficient and timely basis. The lead Development Director for the Client will be Shane Rodgers.

No timeframe has been provided for the completion of this project. Although the Company will work at a speed consistent with quoted time periods there is no way for the Company to guarantee delivery within a specified period.

2.4 Development Fees and Costs

The fees have been determined based on the development services to be provided. Any other services or expenses will be defined in additional agreements before service is performed. Some prices have been determined to be at a discount to the current market value of the service. The Company strives to keep its prices lower than its competitors. The development services take into account a variety of relevant factors, such as the expertise of those providing the services and the complexity of the matter.



2.4.1 Retainer - The Company has agreed to waive the retainer fee in this case.

2.4.2 Billing Arrangements, Term of Payment

2.4.2.1 The fee of \$ **1,000.00** is the total sum of the products and services being offered by the Company. The products and services offered can be purchased as a package or singly.

2.4.2.2 Payment Terms –

Single Payment Option - The fee for services listed in section 2.3.2.1 may be remitted in a single payment, which will be due at the time of project initiation, which shall be defined as the date that this Agreement is signed and dated. Payment may be made in cash, check, wire transfer, EFT, or credit card.

2.4.2.3 Refund –

Full refunds may be requested within 72 hours of Service Engagement Agreement signature date. Requests for refund must be made through certified mail to Simple Service Consulting, LLC at P.O. Box 522432 Salt Lake City, UT 84152. Mailing must be post marked within the above specified period. Any requests for refund made after the 72 hour window will not be accepted, as the project will be initiated and products/services will have been purchased/performed for and in behalf of Client by Company. All refunds will be processed 31 days after request has been initiated.

3. No Representation. The Client understands that the Company makes no representation or warranty as to the accuracy or completeness of the information it provides to the Client. The Client further agrees that neither the Company, nor any of its advisors, representatives, agents, or employees shall be liable for information used by the Company in the preparation of the product(s) and service(s) described in this Agreement and/or the utilization of Confidential Information obtained from the Client in the preparation of the document(s), which Confidential Information may need to be published and/or disseminated as a result of its use in certain materials.

4. Limit of Liability. The Client agrees that the Company's liability hereunder is limited to damages, regardless of the form of action, and shall not exceed the total amount paid for the services described herein. This shall be the Client's exclusive remedy.

Further the Company will not be liable for any lost profits, or for any claim or demand against the Client by any other party. In no event will the Company be liable for incidental or consequential damages even if the Company has been advised of the possibility of such damages.



No action, regardless of form, arising out of the services under this Agreement, may be brought by either party more than one year after the date of the last services provided under this Agreement.

5. Applicable Law. This Agreement shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Utah. In the event of commencement of any legal action regarding any term or condition of this Agreement such action is subject to the jurisdiction of the courts of Salt Lake County, State of Utah.

6. Cost of Enforcement of Contract. In the event that it becomes necessary for the Company or Client to enforce the terms of this Service Engagement Agreement, the prevailing party shall be entitled to reimbursement of all reasonable costs and expenses of enforcement, including collection fees, court costs, and attorney's fees.

7. Disclaimer. The Company and its principals are licensed to deliver the services that are represented in this contract. The Company makes no representation or guarantee on the success of the Client's business.

8. Complete Agreement. This Agreement comprises the complete and exclusive agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. If any provision of this Agreement is determined to be unenforceable, all other provisions shall remain in force.



IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year first above written.

Simple Service Consulting, LLC

A Utah Limited Liability Company

By: _____
(Signature of Signing Officer)

Its: _____

(Full Legal Name of Client)

A _____ Corporation _____ /Limited Liability Company _____
Limited Partnership _____ /General Partnership _____
Individual _____

By: _____
(Signature of Signing Officer)

Its: _____
(Print Name & Title of Signing Officer)



By providing credit card information below you are authorizing the Company to initiate payment arrangements using this credit card information. Client agrees that the information provided is accurate and the card provided is open and active. The Client further agrees that it will make no effort to stop payment for services agreed to under this agreement.

Credit Card Payment Authorization Form

Type of Credit Card: Visa ___ MasterCard ___ AMEX ___ Other _____

Specify other: _____

Credit Card Number: _____

Expiration Date: _____

CSV Code: _____

(Found on signature strip on back of card)

Name shown on Credit Card: _____

Address where credit card statements are received:

Telephone Number Associated with card: _____

If you would like to use this Credit Card for your initial payment please check: _____