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CONFIDENTIAL – NOT TO BE SHARED WITH ANYONE BUT THE "PARTIES" HEREIN – CONFIDENTIAL

This column will be deleted the the document will be reformatted into portrait on final.

Explanations/clarifications are in italic blue; to be deleted from the final agreement.

Engagement Agreement

Memo of Understanding- MOU

Explanations/clarifications are bracketed in italic blue; to be deleted from the final agreement.

This Agreement is between _____ ("Company" herein) and Prosper Systems, LLC ("PS" herein), as defined and signed below, known jointly herein as "Parties."

WHEREAS, Company desires to collaborate with PS regarding the following Property/Business: _____, located at

Describe property in clear (legal language as necessary), to uniquely define Company Property or Business.

_____

including all buildings and equipment residing on those properties.

WHEREAS, Collaborator and Collaboration are defined in Collaborator.ProsperSystems.biz.

Can be included in the final document

See Third-Party activities regarding sharing

1. **Duties**. PS agrees to collaborate with Company to Prepare to Market said Property/Business professionally and legally.

2. **Compensation**. PS will receive:
   a) $250/hour consulting; first hour at no charge.
   b) Income from a negotiated and finalized Collaboration Agreement; pro-forma downloaded from CollaborationAgree.ProsperSystems.biz, which can be modified into a Chief Capital Officer position, or reversed for joining one of PS's companies.

It is wise to be well prepared to take advantage of the first hour with 2-4 page Summary of the project including: Concept, Market, Management Team and Financial Projections for the next 5 years. Additional information is only interesting, because it usually uses up the first hour since it is often in various forms and requires, at a minimum: saving, understanding and organizing. A finalized Agreement generally obviates Consulting Income. The Collaboration Agreement will be scaled to the level of progress for each project

3. **Communications**. Company agrees to coordinate conscientiously with PS on all matters pertaining to Company's ability to consummate transactions, to ensure that effective communications are utilized

At a maximum of 1 business day, preferably 2-4 hours, to respond to text, email or phone messages, to reduce loss of time, limit costs and otherwise avoid misunderstandings.

4. **Employment Status** Both Parties agree that PS will act as an independent contractor in the performance of PS's duties. PS will be responsible for payment of all taxes including Federal, State and local taxes arising out of the PS's activities in accordance with this agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, W-9, and any other taxes or business license fees as required. PS will pay local travel, communication and office expenses, as well as provide PS's own transportation, office and office equipment.

5. **Company-required travel** expenses outside sixty miles of PS's normal location will be pre-paid by Company, including refundable, business-class air transportation and at least $300 per diem for food, lodging and ground transportation.

No travel expenses are anticipated; PS is working primarily for future return on PS's investment of time and debt, so there is no room for delayed reimbursement.

6. **Confidentiality**. Any contacts, properties, plans, and other business data that the Parties will share, that have not been previously discovered from other sources by the individual Party nor is Public Information, will be kept in confidence between the Parties. This paragraph will survive

this agreement for a period of one year.*

7. **Non-Competition.** Parties shall not use each other's information to compete with the other Party. This paragraph will survive this agreement for a period of one year. Both Parties will have their employees and contractors sign similar agreements.

**Information and business moves rapidly enough to render business plans and data relatively ineffectual after one year. If Company has a preferred, longer NDNC agreement, this and the previous paragraph will be struck, and the other agreement executed separately.*

8. **Term**. This agreement shall remain in effect for the three (3) years, renewable by written agreement, until

a) Another agreement supersedes it,

b) Company ownership has changed to less than 50% of the original ownership and all relevant Transactions have been completed, Company is transferred to another company with less than 50% of the original ownership and all relevant Transactions have been completed, or

c) Completed by 30-days written notice, **by mutual agreement or <u>Cause</u> by either Party**. This agreement will continue to apply, however, to any use of PS's products or services, or Transactions initiated prior to the date of completion.

Transfer is clarified in this paragraph, since it is possible that Company could be "re-arranged" for operational purposes into other "divisions" of a controlling entity. PS is working for the long-term future of Company and investment in time, so ONLY a major mistake – "<u>Cause</u>," clarified herein – will be grounds for non-mutually-agreed termination by Company.

At completion, any remaining compensation will be paid to PS within 15 days.

9. **Non-Progress Termination**. If Company delays progress of PS duties or negotiations toward a Collaboration or CCO Agreement, and after three (3) emails over at most ten (10) days requesting resumption of progress, Agreement may be terminated by PS and hourly income of US$250/hour will be paid by Company within 10 days of invoicing.

Since PS is working for future compensation, and will be introducing professionals for the Management Team, as well as investors for funding or buying, continuous progress is important to the viability of the project.

10. **Disclaimer**: Neither PS, nor PS's Founding Member, Kenton H Johnson, are licensed Real Estate Brokers, Securities Dealers, Investment Advisers or Attorneys. However, PS engages and will soon have Licensed individuals or firms on PS's Team. PS makes no warranties or representations as to the quality of an opportunity, the integrity of the Buyer, Seller or associated Collaborators, or the value of a given transaction. PS is acting only as Collaborator with Buyers, Sellers or their Collaborators. All final due diligence is the responsibility of Buyers, Sellers and their Collaborators.

11. **Indemnity**. PS is **<u>not</u>** responsible for any taxes, filings (except as responsible as an Officer

of the Company), liens, unlawful actions or other claims against Company, and Company has disclosed all actual and potential claims to PS prior to signing this Agreement. Company and PS will disclose to each other any possible claims that arise, and will make best effort to not incur claims.

12. **Legal Venue**. Any disputes will be decided in the appropriate court having jurisdiction over the current address of the defendant party.

Mediation or Binding Arbitration is an option.

13. **Notice**. Any notice given under this Agreement shall be in writing and shall be served either personally, delivered by postage-prepaid, trackable first class US mail, or by nationally recognized overnight courier, or by facsimile, if the Party to whom this notice is being sent has such a device available in its office, provided a complete copy of any notice so transmitted shall also be mailed in the same manner as required for a mailed notice as well as by email, if available. Notices shall be deemed received at the earlier of confirmation of facsimile transmission or trackable receipt, three (3) days following deposit in US mail, or one (1) business day following deposit with a nationally recognized overnight courier. Notices shall be directed to the addresses set forth below, subject to being changed by the giving of appropriate notice as required hereunder.

14. **Counterpart Execution.** A PDF, photocopy or facsimile of the signatures on this Agreement may be used for all purposes in place of the original. This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. If separately signed, a PDF compendium of signed documents will be compiled by PS, and distributed to Company.

AGREED THIS ____ DAY OF _____, 2014

Overlay the *Blue Italics* with **your** information, in black non-italics

Please correct any errors.

SSAN needed for 1099s

For Company	**For PS**
Name	Kenton H Johnson
Title	Founding Member
Company	Prosper Systems, LLC
Street Address	4860 Chambers Rd, #48
City, ST, ZIP Country	Denver, CO 80239 USA
Mailing Address (if different)	302-536-8665 (GV)
City, ST ZIP Country	303-770-4022 (M)
Phone	Kenton@ProsperSystems.biz
Mobile Phone (M)	Brief.ProsperSystems.biz
Email Address	EIN: 20-2117993
Company Website or Property URL	
EIN:	