

Used in Conjunction with [Conceptualization-Capitalization-Completion-Close Steps](#)

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## **Terms of Service Agreement – Business Subscription Consulting Service**

Prosper Systems (herein "PS") will provide consulting ("Services") to the small-business Client (together known as "Parties") on any part of the Phases in the *Conceptualization-Capitalization-Completion-Close* process at [StartupSteps.ProsperSystems.biz](#), as well as general, non-contractual Real Estate evaluation and transactions.

### **Consulting Services:**

- Services are provided to companies with 1-10 employees;
- Client is represented by one individual, who may field questions from others in his company;
- Business Hours: 9am-6pm USA Mtn Time, Monday through Friday, except US Holidays;
- Calls – designated phone number or *preferably Video* – Skype, WhatsApp, Zoom, Hangouts, ... – [Schedule](#);
- Texts (phone, preferred Video system (Skype, WhatsApp, Hangouts, ...)) – returned within two (2) business hours;
- Voicemails – returned within four (4) business hours;
- In-person by appointment at PS's office in south Littleton CO – [Schedule](#);
- Appointments – call or in-person – other days and times are possible – [Schedule](#);
- Emails – [Consulting@ProsperSystems.biz](mailto:Consulting@ProsperSystems.biz) – returned within eight (8) business hours, generally sooner – detailed information on the situation and question will ensure the best response;
- One topic per call, email or in-person;
- Duration of up to 30 minutes;
- Additional 30-minute research and 15-minute call back possible, though PS's Team and possible additional connections;
- Document review up to 10 pages per month, deliverable within three (3) business days;
- **SEC lawyer – total of two (2) hours for all clients included monthly at no additional charge;**
- **Provide one (1) vetted financial resource (grant, cash-flow, debt or equity) per month (TEMPORARY OFFER).**

### **Fee Structure:**

- \$499 per month;
- Discounted for longer-term payment – 6-month, 10%; annual, 20%;
- 25% additional outside USA/Canada

- Seminars and webinars discounted 50% for monthly subscribers, no charge for longer-term subscribers;

- Fully-paid seminar/webinar/course attendees receive a discounted subscription rate;
- Additional consulting available to subscribers at 75% [normal rates](#);
- Monthly payments made by recurring [credit card](#), [PayPal](#) or other AutoPay charge system;
- Partial equity substitutions and other customized packages possible by written Agreement.

**Employment Status.** PS is an independent contractor. PS will pay its own travel, communication and office expenses, as well as provide PS's own transportation, office and office equipment. 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.

**Non-Competition.** Parties shall not use each other's information to compete with the other Party.

**Confidentiality.** Parties agree that for one year from the conclusion of a project together: any contacts, properties, plans and other business data that Prosper Systems and named party ("Parties") will share, that have not been previously discovered from other sources nor is Public Information, will be kept in confidence between the Parties; neither Party shall use each other's information to compete with or circumvent the other; both will have their employees and contractors make similar agreements; any disputes will be decided in the appropriate court having jurisdiction over the current address of the defendant.

**Employee/Contractor Compliance.** Both Parties will have their employees and contractors sign similar agreements to the **Non-Competition** and **Confidentiality** paragraphs, and both paragraphs will survive this Agreement for a period of one year. Both Parties will have their employees and contractors sign similar agreements.

**Term.** \_\_\_\_\_ months per **Fee Structure**, renewable automatically, until:

- Another Agreement supersedes it;
- 5-days notice prior to Agreement renewal.

**Disclaimer.** Neither PS, nor PS's Founding Member, Kenton H Johnson, are licensed Real Estate or Lending Brokers, Business Brokers, Securities Dealers or Investment Advisers. One Member of PS is a Licensed general-practice Attorney. PS makes no warranties or representations as to the quality of an opportunity, the integrity of the Business Owner, Buyer, Seller or associated Collaborators, or the value of a given transaction. PS is acting only as consultant with Business Owners, Buyers, Sellers or their Collaborators. All final due diligence is the responsibility of Client.

**Indemnity.** PS is not responsible for any taxes, filings, liens, unlawful actions or other claims against Client, and Client has disclosed all actual and potential claims to PS prior to signing this Agreement. Client and PS will disclose to each other any possible claims that arise, and will make best effort to not incur claims.

**Governing Law.** The applicable law shall be:

- The laws of the State of Colorado and the United States of America, as may be applicable for this Agreement.
- The laws in all jurisdictions where the Parties operate

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

**Severability.** If any provisions of this Agreement shall be held to be invalid, the other provisions shall remain enforceable unless deletion of the invalid material will defeat the essential purpose of the Parties expressed in this Agreement.

**Compliance with Laws.** The Parties represent and warrant that they shall comply with any and all laws of the United States of America, State, or locality applicable to the Projects and the performance of this Agreement.

**Force Majeure.** The Parties shall not be responsible for any failure or delay in performance of any obligations hereunder caused by act of God, flood, fire, war or public enemy. The Parties have indicated their acceptance of this Agreement by signing in the spaces below.

**Liquidated Damages.** In the event of breaches of this Agreement, the total compensation/ownership and any accrued, established interest thereon will constitute liquidated damages.

**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.

**Execution.** Initial Payment for this Subscription Consulting Service will constitute Acknowledgement and Agreement to these Terms and Conditions. Client to [email](#): Contact Name, Company, Address, Phone(s) and online presence Links (website/profiles).

**AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_**

**For Client**

**For PS**

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Kenton H Johnson  
Founding Member  
Prosper Systems, LLC  
4860 Chambers Rd, #48  
Denver, CO 80239 USA  
302-536-8665 (GV)  
[Consulting@ProsperSystems.biz](mailto:Consulting@ProsperSystems.biz)  
[StartupSteps.ProsperSystems.biz](http://StartupSteps.ProsperSystems.biz)  
EIN: \_\_\_\_\_

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