

Imaculénce

Date _____

CONFIDENTIAL

Client Name, address and contact name

Re: Business Consultation, Executive and Life Coaching

Dear _____:

You have requested that Imaculence, Inc. (the "Firm") provide general corporate and business consultation, executive and life coaching to _____ (the "Company"). The Company shall include any subsidiary, reformation, reorganization, heirs and assigns.

We are pleased to have been asked to provide consultation and other services to the Company, and assure you that we will devote our best professional efforts to this engagement. Although we do not wish to be overly formal in our relations, we have found it a helpful practice to confirm with clients in writing the nature and terms of our services.

This letter sets forth the terms of our engagement and also applies to any other services for which you request our assistance from time to time in the future. Because it is intended to cover any kind of assignment you may give us, it mentions certain aspects of services generally that may not apply to our initial assignment; we do so only for the sake of thoroughness. The scope of our services will be in accordance with this letter, any written modifications to it, and our discussions or correspondence not inconsistent with this letter or its written modifications.

1. PROFESSIONAL UNDERTAKING. _____ the or your "Consultant" will have primary responsibility for work undertaken by our Firm on behalf of the Company. Other consultants and assistants in our office may assist in your matters if necessary or advisable in the best exercise of our professional judgment. We will endeavor to serve you in a professional manner and to the best of our abilities.

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2. FEEES. We consider many factors in charging for services rendered. The principal factor is ordinarily our schedule of hourly rates in effect at the time the services are rendered. Our hourly rates for senior consultants and coaches and other staff members are based on years of experience and level of professional attainment. Currently our rates for senior consultants and coaches range from \$225 to \$550 per hour; the Consultant's hourly rate for services performed in your matters will be \$____.__. These rates are normally revised at least annually as of January 1st of each calendar year, and any new rates are implemented immediately. If at a future date you would like to receive a revised range of rates that reflects any changes after the date of this letter, we will be pleased to provide you with an updated schedule upon request.

The time devoted to your matters may include consultations with others (including others in our office), correspondence, email, meetings, telephone calls (including calls with you or your staff), negotiations, factual investigations and analysis, consultation with attorneys, paralegals and other legal research and analysis, document preparation and revision, travel away from the office on your behalf, and all other work related to your matters. When more than one of our personnel is involved in a telephone conference, meeting, or gathering, each person will record the time expended. You will be advised in advance when any specific assignment, project or task is expected to exceed \$2,500.00.

Although we normally treat our hourly rates as guidelines, we do not always multiply the time by the hourly rate to determine the appropriate charge for services. We consider such factors as the complexity and difficulty of the problems presented by the Company, the degree of start-up or learning time required, the amount and value of the matters involved, the result obtained, the nature of the responsibilities undertaken, the demands made upon our skills and time, our possible use of prior work product, and any other extraordinary circumstances, in determining the amount of our charges. If those factors indicate that an adjustment of the charges at our hourly rates is appropriate, we will make such an adjustment, by either increasing, or decreasing the charges for services. An example is capital acquisition, which is charged both hourly and as a percentage of capital raised through our efforts. Depending upon the amount of capital raised, the percentage ranges from 2.5% to 5% of the gross amount raised. This applies to all forms of capital, including but not limited to debt capital, equity capital, donations, grants and all other sources of funding.

To provide you with cost-effective service, we will try to assign work to those persons who can perform the work most efficiently at the lowest hourly rate. Your Consultant will review all statements before they are rendered to verify that the charges are appropriate.

3. DISBURSEMENTS. Often it is necessary for us to incur expenses for items such as long distance telephone calls, courier and facsimile services, document recording, application and filing fees, and in certain cases for travel, lodging, and meals. Similarly, some matters require substantial amounts of ancillary services such as photocopying, computerized research, and staff overtime. To allocate these expenses fairly and keep billing rates as low as possible for those matters that do not involve such expenditures, these are separately itemized on our statements as "disbursements." Some disbursements represent out-of-pocket costs, some represent an allocation of overhead costs associated with the items described above, and others represent a combination of both factors. In cases where we expect to incur disbursements to third parties in excess of \$100 for items such as fees, costs, research, etc., we may request that you fund them in advance or pay them directly, rather than advancing the costs and billing them to you.

4. RETAINERS. In certain matters, we require a deposit before rendering service. We may ask for such a deposit (a "retainer") when we are about to start a major transaction, engagement or similar large undertaking, or when a client is new and has no payment history with us. With a new client such as the Company who has not had the opportunity to establish a payment track record, we generally require a retainer of fifteen hours.

The Firm's invoices will be payable within 10 days of receipt. In any event where the Company or any of its members or directors involves legal counsel, requiring that the Firm also involve its legal counsel, our hourly rate plus the hourly rate of the Firm's legal counsel shall be payable immediately. As our invoices are promptly paid, the need for a retainer can be revisited. The Firm is prepared to dedicate _____ (____) hours per calendar month under this initial engagement.

Any retainer that we may receive from the Company in the future will not be subject to earning interest, and will be placed in our deposit account and is refundable to the extent not subject to disbursement. In the event that our statements are not paid when due, you expressly authorize us to withdraw from the deposit account the sums necessary to pay the invoiced amounts five business days after we have provided you with notice of our intent to withdraw said funds and the opportunity to pay said invoices within said five

business days, and you acknowledge that we may suspend further work on your behalf until the full amount of the retainer is restored, provided that such suspension of services does not create an undue hardship for the Company, for example, the suspension of services during time-of-essence matters. If at the conclusion of our representation there is a balance due to you, the amount will be returned to you after payment of our final invoice.

5. BILLINGS. Our statements generally will be prepared and mailed monthly, showing services rendered and expenses advanced in the prior month. The detail in the monthly statements will inform you of both the nature and progress of work and of the fees and costs being incurred. If we are working on more than one matter for you, you may receive separate billings for each such matter or a combined billing for all matters. If you prefer either separate or combined billings, please let me know. All of our statements are due and payable with ten (10) days of receipt of the invoice.

6. LATE PAYMENTS. We are confident that you will make every effort to pay us promptly. Occasionally, however, a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with higher fees reflecting the added costs we incur because of clients who are delinquent, a monthly service charge of 1.5% is added for late payments. This charge is assessed on amounts that remain unpaid for more than thirty (30) days from the date the bill was rendered. In no event will the service charge be greater than that allowed by applicable law. In the unlikely event that we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection. Naturally, we do not expect that any such problems will arise here.

7. OUTCOME AND CONTINGENCY. Any opinions we express about the outcome of a business matter are only our best professional estimates; they are necessarily limited by our knowledge of facts and business, and your specific business and industry at the time opinions are expressed. Given the nature of most matters, we cannot promise or guarantee a particular outcome, and nothing in this letter or in our statements to you should be so construed. Unless specifically stated in a separate writing, signed by both of us, payment for our services is not contingent upon the outcome of any matter.

8. ANSWERING QUESTIONS. The consultant-client relationship is one of mutual trust and confidence. We do our best to see that our clients are satisfied not only with our services but also with the reasonableness of the fees and disbursements charged for those services. Whenever you have any

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questions or comments regarding our services, or the status of the Company's affairs and matters, or whenever any new facts or considerations come to your attention, you should contact your Consultant. We also encourage you to ask about any matter relating to our fee arrangements or monthly statements that are in any way unclear or appear unsatisfactory.

9. TERMINATION. Although we look forward to a continuing relationship, the Company is, of course, free to terminate our relationship at any time. We also reserve the right to withdraw from the representation if the Company does not meet the arrangements set forth in this letter, or for any just reason permitted or required by generally acceptable and reasonable ethical codes. Notification of termination or withdrawal by either party shall be made in writing. In the event of such termination or withdrawal, the Company will remain obligated to pay all statements for fees and expenses with respect to services provided before the date of termination or withdrawal that exceed any retainer held by us, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

10. PERSONAL GUARANTEES. This is a business-to-business engagement, if the Company is a legally formed corporation. If this engagement is with an individual, then that individual shall herewith personally guarantee on the part of him or herself, any individual, including, but not limited to any personal guarantee that may be required of any amounts due to the Firm by the Company or by any member, director or officer of the Company.

If you are willing to consent to our Firm providing services to the Company based on the conditions stated above, please so indicate in the space provided below and return one copy of this letter to me. Our representation will formally commence upon receipt of the signed copy of this letter confirming and approving this fee arrangement.

If any services are provided to you, and individual or the Company prior to this or any other agreement, the Firm shall be entitled to invoice the individual or the Company not less than the hourly rate stated in this Engagement Letter.

We appreciate your confidence in us and the opportunity to provide our services to you and the Company.

Very truly yours,

IMACULENCE, INC.

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The undersigned consents to your Firm's services on the terms and conditions set forth in this letter.

Company

Date: _____ 2014

By: _____
Member /Director