



Date

Name
Title
Company
Address
City, State Zip

Dear Name:

1. Introduction

This letter confirms the engagement of Admin and Beyond, LLC (referred to as "A&B") by Company or Name and/or any of its affiliates (collectively referred to as "the Client"), to provide certain business support services as described below and in the supporting Proposal(s) which constitute the Engagement Contract ("the Engagement").

2. Scope of Services

To the extent requested by the Client, per the attached Proposal(s), A&B will provide the following services:

- Overall engagement, oversight, and consultation
- Perform the functions outlined in the attached Proposal(s); and
- Oversight of employees, subsidiaries, agents, and/or independent contractors ("Representatives") which may support A&B in its roles to assist in managing workflow, task completion, and quality control to improve coordination of its effort and individual work product to be consistent with the Client's overall objectives and to provide any other services as may be requested by A&B.

In addition to these specific services, A&B understands that at Client's request and to the extent appropriate, such employees, subsidiaries, agents, and/or independent contractors may be asked to participate in meetings and discussions with the Client and other constituencies and their respective professionals.

A&B has the sole right to control and direct the means, manner, and method by which the services required by this Engagement will be performed.

The Services may be performed by A&B, its employees, subsidiaries, agents, and/or independent contractors, as A&B shall determine.

References herein to A&B and its Representatives shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such subsidiary, agent, and independent contractor and their representatives. Prior to providing services hereunder, A&B requires their employees, subsidiaries, agents, and independent contractors, to execute a confidentiality agreement similar to the Confidentiality Agreement (in Section 4 and as defined in the attached Confidentiality Agreement, pages C1-C3).

Any changes, additions, deletions made to the existing Proposal(s) after having been signed, may result in voiding the original Proposal(s) and the issuance of new Proposal(s). Any changes, additions, deletions after the project is finished will be covered under a new Proposal.

3. No Assurance on Data

Financial Data Provided by Client – A&B will apply generally accepted auditing and accounting standards or procedures to any financial data we process. However, the ability of A&B to analyze and report on given data can be significantly limited, as we cannot verify the validity or totality of the information provided. A&B will not assume liability for missing or misrepresented information on the part of the Client.

Other Data Provided by Client – In the preparation of various materials including but not limited to, websites, manuals, marketing materials, and the like, A&B will not assume liability for misrepresentation of information related to products, services, and business information presented to A&B by the Client.

Data Provided by Other Sources – In the process of obtaining research data for Clients, A&B will make every effort to use only reputable sources and document all sources used. A&B will not assume liability for misrepresentation of information from originating source or how it is applied by Client.

4. Privileged and Confidential Information and Work Product

A&B agrees that all non-public, confidential or proprietary information (“Information”) that is received by us from the Client or the Client’s representative in connection with this Engagement will be subject to the separate Confidentiality Agreement (pages C1-C3, dated as of Date of Confidentiality Agreement (the “Confidentiality Agreement”), between A&B and the Client, and will become part of this Engagement Contract.

It is understood that A&B’s employees, subsidiaries, agents, and independent contractors are also bound by the attached Confidentiality Agreement as a condition of their employment.

5. Fees

Our agreed upon compensation for the services to be rendered pursuant to this Engagement is set forth on the attached Proposal(s).

In addition to the outlined Proposal(s), Client will also be responsible for all reasonable out of pocket expenses pertaining to, but outside the scope of this agreement, which may include but not be limited to: start up fees, monthly payments for Client-hired outside vendor services, extraordinary or special materials requested by Client, as well as, travel and lodging.

Yearly rates are subject to annual review and subsequent change.

It is understood that if Representatives of A&B are required to testify at any administrative or judicial proceeding relating to this matter (whether during the term of this Engagement or after termination), A&B will be compensated by the Client at the regular hourly rates for each such Representative, in effect at the time. We will also be reimbursed for customary and reasonable documented out-of-pocket expenses including, but not limited to, travel, lodging, costs of reproduction, reasonable counsel fees and other direct expenses.

6. Conflicts of Interest

No employee, subsidiary, agent, or independent contractor will be allowed to work on a project where an external relationship exists with the Client or Client’s competitors. A&B will endeavor to determine if any such relationship exists prior to assigning a project to an employee, subsidiary, agent, or independent contractor.

A&B has the right to perform service for others during the term of this Engagement, provided it does not result in a conflict of interest.

7. Limitation of Liability

The Client agrees to indemnify, hold harmless and defend A&B against any and all losses, claims, damages, liabilities, penalties, judgments, awards, amounts paid in settlement, reasonable out-of-pocket costs, fees, expenses and disbursements including, without limitation, the reasonable out-of-pocket costs, fees, expenses and disbursements, as and when incurred, of investigating, preparing or defending any action, suit, proceeding or investigation (whether or not in connection with proceedings or litigation in which A&B is a party), directly or indirectly caused by, relating to, based upon, arising out of or in connection with the Engagement of A&B by the Client or any services rendered pursuant to such Engagement; provided that the Client will not be responsible for payment of indemnification amounts hereunder (and any indemnified person shall reimburse the Client for indemnification amounts already paid) that are determined by a final judgment of a court of competent jurisdiction to have resulted from an indemnified person's bad faith, self dealing, gross negligence or willful misconduct. These indemnification provisions extend to the officers, directors, principals, members, managers, and representatives of A&B and shall survive for 1 year after the termination or expiration of the Engagement. The contract rights to indemnification conferred in this paragraph shall not be exclusive of any other right that any indemnified person may have or hereafter acquire under any statute, agreement, order of a bankruptcy court or pursuant to any directors and officers liability insurance policy (including any such policy identified in attached Proposal(s)). The Client shall also reimburse any indemnified person for all reasonable out-of-pocket expenses incurred in connection with enforcing such indemnified person's rights under this Engagement Contract.

The parties intend that an independent contractor relationship will be created by this Engagement. As an independent contractor, A&B will have complete and exclusive charge of the management and operation of its business, including hiring and paying the wages and other compensation of all its Representatives, and paying all bills, expenses and other charges incurred or payable with respect to the operation of its business. None of A&B's employees, subsidiaries, agents, or independent contractors serving the Client, will be entitled to receive from the Client any salary, bonus, compensation, vacation pay, sick leave, retirement, pension or social security benefits, workers compensation, disability, unemployment insurance benefits or any other Client employee benefits. A&B will be responsible for all employment, withholding, income and other taxes incurred in connection with the operation and conduct of its business.

A&B reserves the right to refuse any service request that is unethical or immoral.

Due Diligence – A&B reserves the right to verify the authenticity of the Client and the Client's request by means of internet search, verification of employment with or authorization by the owner of any proprietary information to be shared or developed, and any other such means as A&B finds necessary to assure that no fraud or theft is being committed by the Client.

In such instances where fraud or theft is found to be certain, A&B is obligated to notify the owner of the proprietary information and turn over any documentation and files associated with the request and may assist the owner in prosecution.

8. Dispute Resolution

If a dispute arises under this Engagement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Cook County, Illinois. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Cook County, Illinois. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

9. Term of Engagement

This letter agreement ("Agreement") shall be effective as of the date it is signed by both parties and shall continue in effect until termination or completion of our Engagement hereunder. Either the Client or A&B may terminate this Agreement and our Engagement at any time upon the giving of at least 5 business day's written notice as set forth in Section 13, to the other party or immediately by a party upon a material breach of this Agreement by the other party. Termination shall not affect our right to receive payment for services performed, or the Client's obligation to pay, for all services already rendered, including work in progress and remaining incomplete at the time of termination; and reimbursement for reasonable out-of-pocket expenses properly incurred (in accordance with the terms of this Agreement) or the Client's obligations under Section 7 herein. In the event of termination prior to the end of a calendar month, the Client agrees to pay A&B a pro rata portion of any set monthly compensation based upon the number of days elapsed in the month up to the effective time of termination.

If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excluded from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or as if such provision had not been originally incorporated herein, as applicable.

This Engagement Contract (consisting of the Engagement Letter and the Proposal(s)), and the related Confidentiality Agreement constitute the entire understanding between the parties with respect to the subject matter and supersede all prior written and oral proposals, understandings, agreements and/or representations, all of which are merged herein. Any amendment or modification of this Agreement shall be in writing and executed by each of the parties hereto.

A&B reserves the right to terminate this Agreement if the Client fails to honor the terms of the Engagement Letter and attached Proposals.

10. No Partnership

This Agreement does not create a partnership relationship.

- A&B does not have authority to enter into contracts on Client's behalf, outside the scope of this Agreement, without the Client's prior knowledge and written consent.
- Client does not have authority to enter into contracts on A&B's behalf.

11. Assignment and Delegation

A&B may not assign or subcontract any rights or obligations under this Agreement without Client's prior written approval.

12. Governing Law and Jurisdiction

This Engagement Contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The Courts of Illinois shall have exclusive jurisdiction in relation of any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties hereto irrevocably waive any right they may have to object to any action being brought in these Courts, to claim that the action has been brought to an inconvenient forum or to claim that those Courts do not have jurisdiction.

13. Notice

All notices required or permitted to be delivered under this Engagement Contract shall be sent, if to A&B, to the address set forth on the last page of this Engagement Contract, to the attention of Victoria Andersen, and if to the Client, to the address for you set forth on the last page of this Engagement Contract, to the attention of your General Counsel, or to such other name or address as may be given in writing to the other party. All notices under the Engagement Contract shall be sufficient if delivered by facsimile, email, or overnight mail. Any notice shall be deemed to be given only upon actual receipt.

14. Continuation of Terms

The terms of the Engagement Contract that by their context are intended to be performed after termination or expiration of this Engagement Contract, including but not limited to, section 4, section 7, and pages C1-C3, are intended to survive such termination or expiration and shall continue to bind all parties.

15. Citation of Engagement

Notwithstanding anything to the contrary contained herein, after the Engagement of A&B becomes official, we may request consent from the Client to have the right to disclose our retention by the Client or the successful completion of its services hereunder on our website or in marketing or promotional materials placed by A&B, at its own expense.

We look forward to working with you. Please sign and return a copy of this letter signifying your agreement with the terms and provisions herein. If you have any questions, please contact Victoria Andersen at 800-850-3907.

Very truly yours,

Admin and Beyond, LLC

Agreed By:

Signature : _____

Signature : _____

Print Name:

Print Name:

Title:

Title:

Company:

Company: Admin and Beyond, LLC

Address:

Address: 3 Golf Rd., Suite 263

City, St., Zip

City, St., Zip Hoffman Estates, IL 60169

Taxpayer ID #:

Taxpayer ID #: 20-5423183