

## 3920 Consulting Group Engagement Letter

We are pleased to have the opportunity to provide consulting services to you and/or your company. This letter is intended to confirm the terms of our representation of services to you. This document covers matters that establish our working relationship, so please read it carefully.

Specifically, this Standard Engagement Letter describes the terms upon which 3920 Consulting Group will provide professional services to your organization. At your direction, we will undertake to provide appropriate consulting services in order to advance your interests with respect to such matters as you may assign to us and we may accept on a periodic and/or ad-hoc basis.

**1. Professional Undertaking:** Our goal is to provide you with quality consulting services, on schedule and at a reasonable cost. Using our professional judgment, we will endeavor to assign work on your behalf to those consultants, analysts and developers that we deem appropriate under the circumstances. Although we will do our best to serve you effectively, we cannot guarantee success on any given project or endeavor. Nor do we guarantee that any particular result will be attained by us.

**2. Fees:** Upon Talent signing the full agreement and the issuing of the Talents 50% Deposit, there will also be a 50% Deposit due to 3920 Consulting for services rendered thus far, with balance due along with the Talent's balance on or before the event. **International Appearances:** ALL Monies MUST be Paid in Full prior to Talent or Consultant leaving the USA. **Domestic Appearances:** All Balances minus the Deposit will be due before the Talent leaves the Hotel. THIS TO PREVENT ANY DELAY IN DELIVERING OF THE SERVICES. Please note that changing the date, travel or location of your event may constitute a breach of contract to which you are still responsible for the costs and may require a new contract.

**3. Other Fee Arrangements:** 3920 Consulting Group will be entitled to their full compensation of 20% Agency Fee for services rendered, the

fee being 20% of the Talent's asking price.

4. **Costs:** In the course of rendering services to your organization, it may be necessary for us to incur expenses for items such as long-distance telephone calls, special delivery services, travel, lodging and meals. The actual expenses may vary depending on the type of services that we provide to your company. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service or product. However, expenses paid entirely to third parties (such as travel and lodging expenses) will be billed to you at our "out-of-pocket" cost.

5. **Invoices:** Generally, our invoices are prepared and mailed as services or expenses are incurred. Our invoices are payable upon presentation, and are overdue if not paid by the Due Date set forth on the invoices.

6. **Late Payments:** If you fail to pay our invoices in full on or before the Due Date set forth on the invoices, we reserve the right to assess a monthly service charge equal to 1.5% of all fees and expenses which are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than permitted by any applicable law. We also reserve the right to apply funds held as retainer against any past due amounts.

7. **Retainer:** With regards to Sections 2, 3 and 9, in the event that 3920 Consulting Group begins work on your behalf without a set rate from a specified celebrity, our fees for services are calculated based upon the applicable hourly rates for those professionals who perform the work-at-hand. Our schedule of hourly rates for such personnel is based on experience, education, training and level of professional attainment. Currently, our hourly rates range from \$175 to \$250 for professionals, and for staff support, including individuals involved in data entry, from \$40 to \$125.

8. **Travel and Accommodations:** Travel and Hotel accommodations must be with the same mode of transport and hotel as the Talent to ensure a direct line of communication is always established between the Client and the Talent. It is important to note that it is within current standards of practice that the Talent does not travel without a

representative from 3920 Consulting Group and/or a member of their management team.

9. **Termination:** You have the right to terminate our services at any time. We have the same right, subject to a professional and ethical obligation to give you reasonable notice to arrange for alternative support. A 10% Consulting fee will be charged for Vetting Services and Organized Communication on behalf of the commissioning Party. This is to ensure that 3920 Consulting remains compensated for their efforts on your behalf should you decide to Cancel your planned event.

10. **Special Arrangements/ Celebrity Riders:** Special arrangements, if any, governing the basis on which the celebrity requests varying from or expanding upon the general arrangements set forth in this Standard Engagement Letter would be described in a cover letter to you or in a separate agreement or addendum.

11. **Confidentiality:** We treat all aspects of our client relationships as confidential, and will gladly provide or sign appropriate non-disclosure agreements if desired.

12. **Other Matters:** Unless we otherwise agree, the terms and conditions of this letter will apply to all matters for which you engage us. If you have any questions or concerns about the terms of this Standard Engagement Letter, please contact us immediately.

Please acknowledge your receipt of this Letter, and your agreement with the terms and conditions set forth by signing below. Note that by signing this Letter you agree to contract with us for services as stated in the terms and conditions and you the signer and your colleagues are fully responsible for the terms and conditions set forth to cover any fees and additional cost with commissioning 3920 Consulting Group from the date of agreement. Any deviation will be considered a breach of terms.

Company Name: 3920 Consulting Group

Managing Director: Darren Bond

By (Authorized Personnel  
Name) : \_\_\_\_\_

Signature:

\_\_\_\_\_  
Title: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_