



Services Agreement

This Quick Start Services Agreement (“**Agreement**”) is entered as of the date last executed below (“**Effective Date**”) between Elite Small Business Advisors, Inc. (“**ESBA**”), a State of Wyoming corporation, and the individual or entity indicated on the signature page (“**Affiliate**”). ESBA and Affiliate are each a “**Party**” and collectively the “**Parties.**”

Table 1			
Affiliate Name			
Services Package	Silver	Gold	Platinum
Services Fees	\$950	\$1,900	\$3,500

- 1. Scope of Services.** ESBA will provide the services in **Exhibit A (“Services”)** according to the Services Package specified in **Table 1** above. Any services not expressly provided in **Exhibit A** and the Services Package purchased by Affiliate are not included. Affiliate may request additional Services in writing to ESBA. ESBA may provide additional Services at its discretion and subject to additional Services Fees (defined below) agreed to by the Parties.
- 2. Limited Agent.** Affiliate hereby appoints ESBA as its limited agent for the purpose of carrying out the Services purchased by Affiliate. ESBA’s authority is limited to the completion of the specified Services, and ESBA has no authority to bind Affiliate to any contracts, agreements, or obligations beyond the scope of Services in **Exhibit A**. The appointment of ESBA as Affiliate’s limited agent terminates upon the completion of the Services unless otherwise agreed in writing by both Parties. Affiliate agrees to execute any other documentation reasonably requested by ESBA and required to fulfill the Services purchased by Affiliate, including, without limitation, a special or limited power of attorney.
- 3. Services Fees.** Affiliate agrees to pay the fees specified in **Table 1 (“Services Fees”)** upon executing this Agreement. Services Fees must be paid in full before ESBA commences the Services. Services Fees are non-cancellable and non-refundable upon payment to ESBA. Services Fees do not include state filing or registration fees, taxes, levies, or similar assessments. Any applicable taxes and fees will be invoiced separately from the Services Fees. ESBA may provide Affiliate with a payment schedule, in which case the following additional terms apply: (i) any included Becoming-Bankable Licenses will be provisioned only following full payment of all Services Fees; and (ii) ESBA will provide the Services according to the payment schedule as detailed in a separate written agreement between the Parties. Any included Becoming-Bankable Licenses expire 12 months from the date of activation.
- 4. Approvals.** Affiliate acknowledges and agrees that the information contained in **Exhibit B**, once signed by Affiliate, is accurate and correct and hereby authorizes ESBA to use the information contained in **Exhibit B** to provide the Services. Affiliate may update the information in **Exhibit B** upon written notice to ESBA but acknowledges that changes made after the Effective Date of this Agreement may be difficult or impossible to change and that any change, or attempt to change, the information after the Effective Date may incur additional Services Fees.
- 5. Cooperation.** Affiliate shall provide reasonable information and assistance to ESBA to enable ESBA to provide the Services. Affiliate acknowledges that ESBA’s ability to deliver Services in the manner provided in this Agreement and the applicable Statement of Work depends upon the timeliness of such information and assistance. If ESBA’s performance is prevented or delayed by any act or omission of Affiliate, Affiliate is liable for any costs, charges, losses, or delays related to Affiliate’s failure to provide assistance as required by this Agreement. If ESBA reasonably requests information or assistance from Affiliate and Affiliate fails to respond to ESBA or does not provide the requested information or assistance within 14 days of request from ESBA, ESBA may terminate this Agreement and cease providing all Services under any outstanding Statement of Work upon written notice to Affiliate without refund or credit of any kind. Further, if ESBA terminates this Agreement under this provision, it may accelerate payment of any outstanding and unpaid Services Fees, which will be due upon the receipt of an invoice by Customer.
- 6. Affiliate Content.** Affiliate may be requested to provide ESBA with written content, illustrations, graphics, photos, videos, and other content (collectively, “**Affiliate Content**”). Affiliate is responsible for providing ESBA with all Affiliate Content reasonably requested by ESBA. Affiliate is solely responsible for ensuring the accuracy and completeness of all Affiliate Content and for ensuring that Affiliate is the owner of or has all necessary rights to provide Affiliate Content to

ESBA to use for its intended purpose and that the use by ESBA will not violate the rights of any third party. Affiliate is and at all times will remain the exclusive owner of any Affiliate Content used by or provided to ESBA under this Agreement.

7. Background Content. In the course of providing the Services, ESBA may utilize existing content, such as templates, guides, checklists, and other proprietary content created before or during the term of this Agreement ("**ESBA Content**"). ESBA Content is licensed to Affiliate for Affiliate's internal business use only. ESBA Content is and will remain the exclusive property of ESBA, and Affiliate may not duplicate, sell, publicly display, create derivative works, or otherwise make ESBA Content available to any third party without the express written permission of ESBA.

8. Confidentiality. "Confidential Information" means all non-public information disclosed under this Agreement, including, without limitation, any proprietary and sensitive matters concerning either Party's current or proposed business operations, financial information, technical data, developments, research, business methods, technology, ideas, formulae, know-how, documentation, procedures, and business processes. Confidential Information does not include information that: (i) is or becomes generally known or available to the public; (ii) is already known by the receiving Party at the time of receiving such information through no wrongful act of the receiving Party; (iii) is furnished by a third party with the right to do so; or (iv) is independently developed by the receiving Party without the use of or reference to the disclosing Party's Confidential Information. Each Party agrees to use reasonable care to protect the confidentiality of Confidential Information and not to use or disclose Confidential Information except to meet its obligations under this Agreement. The Parties may disclose Confidential Information only to their representatives with a need to know and who are bound by confidentiality agreements. If either Party is required to disclose Confidential Information to a court or government agency, it shall notify the other Party and allow it an adequate opportunity or take action to preserve the confidentiality of the information.

9. Ownership of Work. "Work Product" means all work produced as a result of the Services, including, without limitation, all trademarks, logos, formation documents, domain names, websites, and other works produced by ESBA for Affiliate as a result of the Services. Upon full payment of all Services Fees, ESBA grants Affiliate full ownership of all Work Product, excluding ESBA Content, produced in the performance of the Services.

10. Third-Party Content. ESBA may use content to provide the Services, including, without limitation, stock content, imagery, illustrations, photos, and fonts that are licensed from third parties ("**Third-Party Content**"). All rights, title, and interest in Third-Party Content remain with the applicable licensors, and ESBA will pass on any license and rights to use Third-Party Content to Affiliate subject to the terms of any Third-Party Content license. Affiliate acknowledges that, unless expressly provided otherwise, Third-Party Content may not be used by Affiliate for any purpose other than as provided by ESBA. ESBA does not warrant that Third-Party Content does not infringe third party intellectual property rights, and Affiliate's sole remedy in the event any Third-Party Content or Work Product infringes a third party's rights is to replace the allegedly infringing content.

11. Third-Party Services. ESBA will use third-party services to provide the Services, including, without limitation, web-based website builders, domain name registrars, registered agent services, and other third-party products and services specified in **Exhibit B ("Third-Party Services")**. ESBA does not warranty or in any way guarantee the availability or appropriateness of any Third-Party Services, and use of such Third-Party Services is entirely at Affiliate's own risk and discretion. ESBA will use reasonable diligence in selecting Third-Party Services providers, but the use of Third-Party Services is solely between Affiliate and the Third-Party Services provider and may be subject to separate terms and conditions and/or privacy policies. The fees for Third-Party Services are included in the Services Fees for the duration specified in **Exhibit B**, after which time it is Affiliate's sole responsibility to pay the costs specified in **Exhibit B**. Affiliate further acknowledges that the costs specified in **Exhibit B** are subject to change at the applicable Third-Party Services provider's discretion.

12. Term and Termination. This Agreement begins on the Effective Date and continues until the completion of the Services. Either Party may terminate this Agreement if the other Party materially breaches this Agreement. Termination does not eliminate Affiliate's obligation to pay all Services Fees accrued through the date of termination.

13. Compliance Disclaimer. The Services include certain steps and Work Product designed to help Affiliate quickly start a new business, but ESBA is not a law firm and is not responsible for any legal compliance related to Affiliate's business, including, without limitation, the adequacy of any legal entity formation, founding documents, or license compliance. Depending on the Services purchased by Affiliate, ESBA may create websites, social media profiles, and other marketing materials, but ESBA is not responsible for any required or recommended legal documents, notices, or policies, including, without limitation, terms of service, privacy policies, DMCA notices, cookie policies, return and refund policies, or any other related legal documents. ESBA will use reasonable efforts to ensure the Services comply with applicable laws, but does not guarantee and is not liable for any violation of applicable law related to the Affiliate's use of the Work Product.

AFFILIATE IS ENCOURAGED TO SEEK INDEPENDENT LEGAL COUNSEL TO EVALUATE THE SUFFICIENCY OF THE SERVICES BEFORE PURCHASING OR USING THE SERVICES.

14. Disclaimer of Warranties. THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY. THE PARTIES DISCLAIM ALL WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ORAL, STATUTORY, OR OTHERWISE,

INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

15. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, REVENUES, GOODWILL, OR BUSINESS INTERRUPTION. IN NO EVENT WILL THE TOTAL LIABILITY OF EITHER PARTY TO THE OTHER RELATING TO THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF SERVICES FEES PAID BY AFFILIATE.

16. Relationship of the Parties. The Parties are independent contractors, and nothing in this Agreement shall be construed to constitute a partnership between or joint venture of the Parties, nor shall either Party be deemed the agent of the other Party or have the right to bind the other Party in any way except as otherwise provided in this Agreement.

17. Dispute Resolution. This Agreement shall be governed and construed according to the laws of the State of Wyoming, excluding that body of law pertaining to conflicts of law. Any dispute between the Parties shall be settled by binding arbitration conducted by the American Arbitration Association ("AAA"). The arbitration shall be conducted in Sheridan County, Wyoming, and judgment may be entered in any court of competent jurisdiction. Any dispute excluded from the arbitration provision or that cannot be heard in small claims court shall be resolved in the state and federal courts located in Sheridan County, and the Parties submit to the personal and exclusive jurisdiction and venue of these courts.

18. Indemnification. Affiliate shall indemnify ESBA and its affiliates, partners, officers, employees, directors, agents, contractors, representatives, successors, and assigns from and against any third-party claims, regulatory actions, losses, damages, or other liabilities that arise out of, result from, or relate to: (i) any legal, financial, tax, or other loss arising from Affiliate's use of the Services; (ii) any breach by Affiliate of any covenant, representation, or warranty set forth in this Agreement; (iii) any infringing or illegal, or allegedly infringing or illegal Affiliate Content provided by Affiliate and used by ESBA to provide the Services; or (iv) any violation by Affiliate of any applicable law, rule, or regulation.

19. Allocation of Risk. Affiliate acknowledges that ESBA provides the Services in reliance upon the disclaimers of warranty, limitation of liability, and indemnification provisions in this Agreement and that the terms reflect an allocation of risk between Affiliate and ESBA (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the provisions of this Agreement form an essential basis of the bargain between Affiliate and ESBA. If Affiliate is subject to laws that prohibit Affiliate from entering into the risk allocation outlined in this Agreement, then the terms will apply to the fullest extent permitted by applicable law, it being understood that the Parties wish to enforce the provisions to the maximum extent permitted by applicable law.

20. Miscellaneous. This Agreement comprises the entire agreement between the Parties relating to the subject matter and supersedes all prior agreements, proposals, or representations, written or oral, and may only be modified or amended in writing and signed by an authorized representative of each Party. If any provision of this Agreement is held unenforceable by any court of competent jurisdiction, the Parties will mutually agree on an alternate provision. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. No right or remedy conferred upon or reserved to either Party is intended to be exclusive of any other right or remedy (unless such intent is expressly set forth in such provision). Neither Party may transfer or assign this Agreement or any rights or obligations under this Agreement without the consent of the other Party. This Agreement will bind and inure to the benefit of the Parties and their successors and permitted assigns. Neither Party will be liable for any failure or delay in its performance under this Agreement due to circumstances beyond its reasonable control. All notices and demands made upon any Party must be in writing (including electronic communication), are deemed given when received, and shall be delivered to the addresses in the signature block. Any provision of this Agreement contemplating performance subsequent to termination, or that expressly states that it survives termination shall so survive and shall continue in full force and effect until fully satisfied.

The Parties have caused this Quick Start Services Agreement to be executed by their authorized representatives.

Elite Small Business Advisors, Inc.

Affiliate:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Address:

Address:



Becoming-Bankable.com
Funding Dreams, Building Legacies

Exhibit A
Quick Start Setup Services

SERVICES PACKAGES			
Service	Silver	Gold	Platinum
Business Name Search for LLC / Corporation	X	X	X
LLC or Corporation Setup (Affiliate pays state fees) *	X	X	X
Registered Agent Service - 1 year *	X	X	X
Create Founding Documents	X	X	X
Obtain EIN	X	X	X
Beneficial Ownership Information Report Filed	X	X	X
Generate FinCED ID	X	X	X
Create Logo	X	X	X
Business Form Templates	X	X	X
Support Communication Time (Average)	72 hours	48 hours	24 hours Unique Phone #
Leads (completed at next pull)	150	300	650
Government License Compliance Check - 1 year *		X	X
Address and Mail Service Established		X	X
Phone Service Established – 90 days *		X	X
Phone Registered in 411 Directory		X	X
Open File with Dunn & Bradstreet		X	X
Domain Registration - 1 year*		X	X
Social Media Setup - Google, FB, LinkedIn, Insta, YouTube, TikTok, X, Threads, Reddit, Quora		X	X
CRM License			X
Website Hosting - 1 year*			X
E-mail Address Established – 90 days *			X
Website Build (5 - 7 pages) with Content			X
SSL Certificate – 90 days *			X

BECOMING-BANKABLE LICENSE AT NO COST (no cash value; provided only upon full payment of QuickStart Fees and expire 12 months following activation)	Virtual – 1	Virtual – 2	Virtual-3
COST	\$1,200 (monthly) \$950 (one-pay)	\$2,400 (monthly) \$1,950 (one-pay)	\$4,200 (monthly) \$3,500 (one-pay)
BONUS IF 12 LICENSES SOLD IN FIRST 90 DAYS	\$950	\$1,950	\$3,500
BONUS IF 18 LICENSES SOLD IN FIRST 90 DAYS	\$1,900	\$3,900	\$7,000

* Indicate Third-Party Services and are subject to availability. Affiliate may incur monthly charges from the applicable vendor.



Exhibit B
Quick Start Proof

AFFILIATE INFORMATION			
Affiliate Business Name			
Affiliate Entity State & Type			
Domain Name			
Mailing Address			
Official Address			
Phone Number			
THIRD-PARTY SERVICES			
Service	Provider	Initial Term	Price After Initial Term
Registered Agent	NW Registered Agent	1 year	\$125 / year
Domain Registrar^{GP}	GoDaddy	1 year	Varies by Domain Name
Phone Service^{GP}	NW Registered Agent	3 months	\$9 / mo
Mail Service^{GP}	NW Registered Agent	3 months	\$9 / mo
Email Hosting^P	NW Registered Agent	3 months	\$9 / mo
Website Hosting^P	NW Registered Agent	1 year	Varies by Domain Name
PROFILE CREATION			
D&B Profile			
Google Business Profile^P			
Facebook^P			
LinkedIn^P			
Instagram^P			
YouTube^P			
TikTok^P			
X^P			
Threads^P			
Reddit^P			

Quora ^P	
---------------------------	--

^{GP} Included in Gold and Platinum Services Plans Only

^P Included in Platinum Services Plan Only

Approved by: _____

Name: [Affiliate Name]

Date: