



## **SERVICE AGREEMENT**

This agreement is made between **Mutor Biz** (referred to as "**Service Provider**") and the **client** (referred to as "**Client**") on the signed date and shall continue until terminated by either party. The Service Provider agrees to provide business services and sales & use tax services to the Client, as specified in this agreement. The client must select one or more of the Scope of Services (detailed service of the selections present in this agreement), and this agreement promises each other the selected service(s).

### **Scope of Services**

Service Provider will provide Client with three types of services: "Business Services", "Sales & Use Tax Services", and "Big Data Analysis".

#### **1.0 Business Services**

The "Business Services" provided by Service Provider include three types:

##### **1.1 Business Preparation Service**

Service Provider will provide all necessary services to start a business in the United States, including assist of business discussions, market research, incorporation or other type of structure creation, business registration, permits, business banking setup, store and office leasing, store and office equipment purchase, store and office interior construction, supplier investigation, government agency inspection cooperation, utilities application, employee hiring and insurance application, accounting system establishment, government tax payment account registration, marketing discussion, marketing channel account setup, and marketing plan and strategy provision. Service Provider will provide all necessary services for Client's business preparation, allowing the owner to focus on the future operation for success.

##### **1.2 Business Operations Service**

In situation of Client's current business is not operating well, Service Provider will provide Business Operations Service to operate the business efficiently and effectively on behalf of the owner. Service Provider will monitor and manage each department of the business and provide the best instruction and development as an on-hand leader. The areas of department control for Service Provider include Accounting Department, Human Resources Department, Sales & Marketing Department, Operations Department, Administrative Department, and Online Department.



### **1.3 Business Consulting Service**

Service Provider will provide a Business Consulting Service for risk management in the Client's business. Service Provider will diagnose the problems comprehensively, identify the problems, prioritize the risks, determine how far the owner will solve the problem, and provide a risk solution strategy accordingly. Through the process of executing the solution strategy, Service Provider maximizes risk resolution for the business. Service Provider will also provide a list of remaining risks and conduct discussions regarding them.

## **2.0 Sales & Use Tax Services**

The "Sales & Use Tax Services" provided by Service Provider include two types:

### **2.1 Sales & Use Tax Payment and Filing Service**

Service Provider will provide a service that reports to the government on the payment and filing of Sales & Use Tax for the Client's products or services sold to the customers in a timely and accurate manner. Service Provider offers sales tax filing services with a focus on multi-state compliance. While the service covers multiple states, priority is currently given to five specific states, namely CA, NY, NJ, FL, IL, and MA. Service Provider anticipates expanding its range of services to additional states in the future. Service Provider offers services to Client in compliance with the applicable state Sales and Use Tax Act. and reserves the right to decline any Client requests that may contravene the provisions of the Act. These terms will be clearly stated and incorporated into the contractual agreement.

### **2.2 Sales & Use Tax Review Service**

Service Provider offers a Sales & Use Tax Review Service, which aims to provide a thorough analysis and correction of tax paid, tax rate, and vendor agreements within the Client's accurate account payable data. This service is designed to assist Client in identifying and recovering any overpaid taxes resulting from incorrect sales and use tax payment on goods or services purchased from vendors. Service Provider provides training services to Client on how to avoid tax problems in the future.

It is important to note that Service Provider operates in compliance with all applicable state and federal laws and regulations governing sales and use tax. Service Provider does not guarantee the recovery of any overpaid taxes, as the ability to recover overpaid taxes is subject to the discretion of the relevant state tax authority. Service Provider will not engage in any activities that violate state or federal tax laws or regulations.



### **3.0 Big Data Analysis Service**

The "Big Data Analysis Service" provided by Service Provider include two types:

#### **3.1 Big Data Package A**

Service Provider receives various information such as the Client's business philosophy, direction, product list, customer list, sales list, category summary list, operating system, and data existence. The data is then analyzed and structured according to the Client's desired direction. The Service Provider provides customized data and displays results in a dashboard format for efficient business decisions. Consequently, the Client is obligated to provide the necessary data for analysis. It is understood that incomplete data may result in imperfect results. In such cases, the Service Provider offers an input form to address data gaps.

Package A includes sales-related analysis, product-related analysis, store-related analysis (both online and offline), branch-related analysis, customer-related analysis, and marketing-related analysis through the dashboard. Client-specified display items are incorporated into the analysis. Customized results are provided upon request. Client requests for additional or modified items incur an additional cost equivalent to 20% of the monthly payment. Delays in data provision lead to delays in result delivery, corresponding to the number of days of delay.

Upon contract signing, approximately 30 days are required for meetings, data requests, analysis, big data structure development, and server setup. The first dashboard is provided 60 days after contract signing, inclusive of historical data for the first and second months. Subsequently, all data must be provided within 3 business days of each month's commencement, with dashboard results delivered within 7 days thereafter.

Dashboard results are accessible via a cloud-stored link, accessible through a web browser or the MutorBiz page with a password upon request. If the big data service is canceled, access to the dashboard link is available for up to 3 months post-cancellation, after which data is permanently deleted. Clients must provide pre-cancellation data upon re-subscription within 3 months to resume service.

#### **3.2 Big Data Package B**

Service Provider receives a range of information from the client, encompassing management philosophy, direction, product list, customer list, sales list, category summaries, operating systems, and data availability. This data is meticulously analyzed and structured in accordance with the client's preferences. The Service Provider furnishes tailored data to facilitate effective business decisions, presenting the outcomes in a dashboard format. Hence, it is imperative for the client to furnish the requisite data for analysis. We acknowledge that incomplete data may yield incomplete results. In such instances, the Service Provider provides an input form to address any deficiencies.

Package B encompasses all features of Package A, extending to encompass sales-related analysis, product-related analysis, store-related analysis (online, offline), branch-related analysis, customer-



related analysis, and marketing-related analysis through a dashboard. Additionally, it includes accounting-related analysis, budget-related analysis, and a memo comprising personnel-related analysis and pertinent consulting opinions. Client-specified items are incorporated into the analysis, with customized results available upon request. Any client requests for additional or modified results post-dashboard availability will incur an additional charge of 20% of the monthly payment. Should there be any delay in data provision, the delivery of results will be postponed accordingly.

Upon contract execution, it typically takes 30 days to conclude meetings, gather data, conduct analysis, develop big data structures, and construct servers. The initial dashboard will be dispatched 60 days after contract signing and will encompass all historical data from the first and second months. Subsequent data submissions must occur within 3 business days of each month's commencement, with dashboard results accessible within 7 days thereafter.

Dashboard results can be accessed via cloud-stored links and web browser files. Upon client request, access can also be facilitated through the MutorBiz page using a password. In the event of big data service cancellation, access to the dashboard link will remain available for up to 3 months post-cancellation, after which the data will be permanently deleted. Should the client opt to re-engage the big data service following its termination, it is essential to note that the service will only recommence after the provision of data from the termination period.

## **Client Responsibilities**

The terms will be clearly stated and incorporated into the contractual agreement between Service Provider and the Client. It is the Client's responsibility to ensure that all information provided to Service Provider is accurate and complete. Any failure to provide accurate and complete information may result in delays or errors in the business preparation services, business operations service, business consulting service, and big data service, the sales and use tax payment and filing, the review and correction of tax paid, tax rate, and review of vendor agreements.

## **Limited Liability**

The Service Provider shall not be liable for any damages, including but not limited to direct, indirect, incidental, special, or consequential damages arising out of the service process or results provided by the Service Provider. The Client acknowledges that the expected time presented by the Service Provider is not a guarantee and that the Service Provider shall not be liable for any delays in the service due to reasonable causes.



## Service Fee Details

The Service Provider shall provide the following services and fee:

### < Business Service Area >

- Business Preparation Service: \$25,000 for the service package with a service cycle of about 5 months.
- Business Operations Service: \$60,000 for the service package with a service cycle of about 6 months. \$12,000 for each department.
- Business Consulting Service: \$40,000 for the service package with a service cycle of about 4 months.

### < Sales & Use Tax Service Area >

- Sales & Use Tax Filing Service: \$400 per each state for payment and filing. The filing cycle will be one of the Monthly, Quarterly, or Yearly, depending on each state's regulation. Additional Research Service: \$300 per hour and Tax Consulting Service: \$400 per hour.
- Sales & Use Tax Review Service: \$8,000 for the service package with a service cycle of about 3 months.
  - Overpayment Refund Filing and Corresponding Audit Defense: \$6,000 plus 15% of the total value of the refund received.

### < Big Data Analysis Service Area >

- Big Data Package A: Clients have the option to opt for either Monthly or Yearly subscription services. If Monthly is chosen, a payment of \$1,000 is due by the 15th of the subsequent month after contract signing, with subsequent payments due on the 15th of each month thereafter. For Yearly subscriptions, a total payment of \$11,000 for 11 months (inclusive of one free month) is required by the 15th of the month following contract signing.
- Big Data Package B: Clients can select either Monthly or Yearly subscription services. For Monthly subscriptions, a payment of \$1,500 must be made by the 15th of the following month after signing the contract, with subsequent payments due on the 15th of each month. If opting for a Yearly subscription, clients must pay \$16,500 for 11 months (inclusive of one free month), by the 15th of the month following contract signing.

The Client shall pay the Service Provider the agreed-upon fee for the services provided. Payment shall be made according to the payment schedule agreed upon by both parties.

### < Bank Payment Information >

**WELLS FARGO** / MUTORBIZ / Acct 3413324751 / Routing 121042882 / SWIFT: WFBIUS6S

**SHINHAN BANK** / JOO, DAVE JONG CHUL / Acct 110-186-894760 / SWIFT: SHBKKRSE



## **Additional Service Request**

If the Client requests additional services that are not covered in this agreement, the Service Provider shall provide the services if agreed upon by both parties. The additional services shall be subject to a separate agreement, which can be either formal or informal agreement in writing such as letter, email, text message, and any other types of communication in text, and may be subject to additional fees. The Client shall be liable for any damages arising from the additional services requested.

## **Service Start Date**

The service shall start upon the signing of this agreement by both parties and confirmation of the Payment Receipt by the Service Provider. The official service starting date shall be the date that Service Provider received of the Client signing of this agreement and confirmed Payment Receipt of the selected service(s). The Service Provider shall provide the services as specified in this agreement and any additional service of agreements.

## **Cost Estimation**

Service Provider may require the Client to provide an estimate of out-of-pocket expenses associated with services other than the service fee. The Client must review and promptly provide the Service Provider with the estimated cost. Service Provider will rely on this estimate to determine the total cost of the service. The cost estimation includes any indirect costs are incurred by the Client request such as flight ticket & lodging for a meeting.

## **Out-of-Pocket Expense**

Other than “Cost Estimation”, the Client must pay for out-of-pocket expenses incurred to Service Provider, which unexpected and urgent care of providing service in any circumstance, excluding service fees, by requesting reimbursement from Service Provider. This includes any expenses associated with the Client requesting as well. The Client must make payment within 7 days of requesting reimbursement. Service Provider has the right to charge interest on any outstanding balance, at a rate of 1.5% per month or the highest rate permitted by law.

## **Suspension of Service**

If the Client fails to pay for the out-of-pocket expenses and cost estimation within the specified time, Service Provider may suspend services until full payment is made. Service Provider reserves the right to terminate the service agreement if payment is not made within 30 days of the initial request for payment. In such cases, the Client will be responsible for all costs and expenses incurred by Service Provider, including unable to receive Service Fee that already been paid by Client.



## **Service Refund Policy**

Service Provider provides services to Client with the utmost care and diligence. However, in the unlikely event that the Client experiences issues with our service, refunds will not be possible under normal circumstances.

Exceptions to this policy are as follows: If the Client experiences serious damage or harm due to Service Provider's intentional evasion of service provision, failure to entirely perform service, or illegal acts, a refund may be considered. In such cases, the Client must inform Service Provider of the situation within a reasonable time frame, and provide sufficient evidence to support their claim. Service Provider will assess the situation and determine whether a refund is appropriate. It is important to note that this refund policy applies only to the specific services provided by Service Provider, and not to any third-party products or services that may be associated with our services.

By accepting these terms and conditions, the Client agrees to the refund policy outlined above and acknowledges that they have read and understood its contents.

## **Service Termination**

The termination clause is in effect for the entire duration of the service agreement and may be executed by either party at any time with written notice. The service termination clause is applicable to both parties and provides the flexibility to terminate the service agreement in a mutually agreeable and hassle-free manner. Upon termination, any outstanding fees or expenses shall be promptly paid by the party in default. The parties agree to release and hold each other harmless from any claims, damages, or expenses arising from the termination of the service agreement.

Service Provider may terminate the agreement in the event of serious non-cooperation and refusal of the Client to provide data, delay or suspension of payment of service fee, cost, expense, request for illegal work, or unwillingness to continue the service. In such cases, Service Provider will send a written notice to the Client, notifying them of the termination of the service agreement. Likewise, in the event of serious delays by Service Provider, intentional failure to fulfill contractual obligations, dissatisfaction with the service process or results, or illegal acts, the Client may send a written notice to terminate the agreement. Upon receipt of such notice, Service Provider will immediately cease providing the service.

In the event of termination of the service agreement by either party, the refund of service fees shall be determined as per the "Service Refund" Section of the agreement. The refund policy shall be applicable in accordance with the provisions of the "Service Refund" Section, and any outstanding fees or expenses shall be settled before initiating the refund process.

## **Confidentiality**

The Service Provider will keep all Client information confidential and will not disclose any information to a third party without the Client's consent. This obligation continues even after the termination of the agreement.



## **Dispute Resolution**

In the event of a dispute arising out of or relating to this agreement, the parties agree to resolve the dispute through mediation. Hiring a mediation must be designated as a third party unrelated to both parties, and the cost is paid equally by both parties, and the mediation location is determined by the State of California service location. If mediation is unsuccessful, the parties agree to resolve the dispute through arbitration in accordance with the rules of the American Arbitration Association, and the arbitration location is determined by the State of California service location.

## **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of California.

## **Entire Agreement**

This agreement contains the entire understanding between the Service Provider and the Client and supersedes all prior negotiations, understandings, and agreements between the parties.

## **Amendments**

This agreement may be amended or modified only in writing and signed by both parties.

Again, we appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you agree with terms of our engagement as described in this letter, please sign the bottom of this letter to confirm our agreement and return it to us as soon as possible so that we may begin work on this engagement by the confirmation of fee receipt. If you have any questions, please do not hesitate to contact us.

A handwritten signature in black ink, appearing to be 'ef' or similar initials, written in a cursive style.

Very truly yours,

Mutor Biz



## SELECTION OF THE SERVICE

check one or more services

- Business Service – Business Preparation Service
- Business Service – Business Operations Service
- Business Service – Business Consulting Service
- Big Data Analysis – Package A
- Big Data Analysis – Package B
- Sales & Use Tax Service – Sales & Use Tax Filing Service
- Sales & Use Tax Service – Sales & Use Tax Review Service

**Signer Name :**

**Title :**

**Client Business Name :**

**Date of Sign :**

**Signature :**

**\*\* By signing above, you agree to our service agreement**