

# Monaco Group, Inc.

## Terms and Conditions - Consulting Services and Products

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This document is made available on our web site to our clients and prospective clients. We do so as a matter of our full disclosure policy. A hard copy of the "Terms and Conditions..." document is included at the outset of any new engagement with Monaco Group, Inc, and is included with the initial contract. The Terms stated on this website are subject to change without notice. You are invited to contact us with any questions or comments in regard to this document.

The **Consulting Service(s)** provided by Monaco Group, Inc. consultants are subject to the terms and conditions described below.

1. **Billing procedure.** It is our policy to bill our clients immediately and after each step of work that is done during the month or per other plans to which we and our clients have agreed in writing. Our billings include charges for contracted deliverables, all consulting time, technology, materials, expenses and travel fees.
2. **Contracted Deliverables.** When our contracts include specific deliverables for a fixed price, we will negotiate and agree upon billing dates based on project milestones. Any changes in client's expectations as to scope, deliverables or timing will result in changes to the contract price and terms.
3. **Consulting Fees.** When consulting on a daily basis, eight hours daily equal one day. Work exceeding eight hours in one day will be charged on an hour-by-hour basis with each hour charged at 1/8 of the day rate. There is a minimum amount of consulting time required for each engagement for each day. No less than one 8-hour day will be billed for each day of any engagement.
4. **Materials.** All materials for executive presentations, pilots and workshops will be negotiated and billed accordingly. Other materials such as agendas and worksheets for consulting sessions are included in the consulting fee unless otherwise negotiated with our clients.
5. **Expenses.** We charge for the following out-of-pocket expenses: air fare, hotel expenses, transportation to and from airports, meals on client assignments, local car mileage, car rental, laundry while on trips of five days or more; international phone calls, fax and other communication charges; mailing and express delivery charges, parking fees, phone calls home and to our office when on site with clients or on client-related travel.
6. **Foreign Travel Fee.** We also charge a fee equal to one day consulting for trips to Europe, South America and the Caribbean islands and two days consulting for trips to the Far East, Australia, New Zealand, or Africa. This is an attempt to at least partially recover the costs we incur due to travel time.
7. **Payment Terms.** Payment is due upon receipt of the invoice. Past due invoices will incur a 1-1/2% per month interest charge. Interest charges start incurring 15 days after the invoice date.

The **Product Purchase(s)** described in this agreement are subject to the terms and conditions described below.

8. Copyright. Monaco Group, Inc. owns the copyright to all its material and all rights therein are reserved. Buyer agrees that it shall not reproduce in any form or by any means graphic, electronic, or mechanical, including photocopying, recording, taping, or information storage and retrieval systems, any or the written, video, or software material delivered to Buyer unless as specified in a signed license agreement.
9. Resale. With respect to all material purchased hereunder, Buyer warrants that it is for the express and sole use of the Buyer. The Buyer agrees that it shall not resell any or all of the material purchased from Monaco Group, Inc. without the express written consent of Monaco Group, Inc..
10. Reuse. Buyer agrees that the number of authorized individual participants shall not exceed the number of individual workbooks/guides/software purchased from Monaco Group, Inc.. Each individual participant shall receive one edition of this material which shall become the property of that participant, not to be reused by additional or subsequent participants.
11. Transfer of Title. With respect to all material purchased hereunder (including videotapes and software), Buyer warrants that it is for the express and sole use of the Buyer. The Buyer agrees that it shall not transfer any or all of the material purchased from Monaco Group, Inc. for use outside the Buyer's organization without the express written consent of Monaco Group, Inc.
12. Shipping. Shipping and Handling charges will be billed to the Buyer. Title and risk of loss transfer when product leaves Monaco Group, Inc.'s premise.
13. Security Interest. Monaco Group, Inc. shall retain a security interest in the products described in this agreement until the full price hereof has been paid.
14. Payment Terms. All payments are due net upon receipt of invoice. Past due invoices incur a 1-1/2% per month interest charge. Interest charges start incurring 10 days after the invoice date.
15. Taxes & Duties. Buyer shall pay, as a separate item, any applicable federal, state, or local taxes, tariffs or duties which relate to or are made applicable to such sales. Any tax or other governmental charge upon the production, sale, or shipment of the goods sold hereunder, now imposed or hereafter becoming effective during the term of this agreement, shall be added to the price herein provided, and shall be paid by the buyer to the Monaco Group, Inc. unless otherwise paid in agreement with the tax authority regulating this transaction.
16. Cancellation Policy. Buyer may cancel the Agreement within ten (10) business days after the Agreement has been signed by the Buyer by giving notice of such cancellation to Monaco Group, Inc. by certified mail. A cancellation fee of fifteen (15%) percent will be charged to the Buyer if the Agreement is so cancelled within ten (10) business days. Cancellation beyond ten (10) business days requires payment in full. Monaco Group, Inc. is under no obligation to accept materials returned by Buyer.
17. Workshop Rescheduling Fee. Buyer will be charged the full facilitation fee (contracted amount, such as Registration Fee) for any workshops rescheduled by the Buyer without providing Monaco Group, Inc. with a minimum of fifteen (15) business days notice prior to the scheduled workshop.

18. Excuse for Nonperformance. Monaco Group, Inc. shall not be held responsible for any delay or failure to make delivery of all or part of the merchandise purchased due to any causes, contingencies, or circumstances within or without the United States not subject to Monaco Group, Inc.'s control which prevent or hinder the manufacture or delivery of the merchandise or make the fulfillment of that agreement impracticable. Under such circumstances, Monaco Group, Inc., without liability, shall be excused from the performance of this agreement. The Buyer shall be released, without liability, under like circumstances if written notice is given to Monaco Group, Inc. before shipment is made.
19. Prices. Product prices are subject to change without prior notice.
20. Entire Agreement. Unless otherwise specified in writing and made part of this written authorization or purchase order, the terms and conditions of this agreement shall be the only terms governing this transaction and shall prevail notwithstanding any oral understanding and/or any amendments or modifications that have been expressly approved by Monaco Group, Inc. in writing prior to the date of shipment or orders or other instruments transmitted by Buyer.

**Purchase Agreement and Terms Accepted By:**

**For Monaco Group, Inc.**

\_\_\_\_\_  
President

Signature: \_\_\_\_\_

Date \_\_\_\_\_

**Client/ Company  
Organization:**

\_\_\_\_\_

Print Name : \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_