

## **MASTER SERVICES AGREEMENT (MSA)**

This Master Services Agreement (“Agreement”) is entered into as of [Date], by and between:

**Help Keep My Money LLC** (“Developer”)

and

\_\_\_\_\_ (“Client”).

### **1. Engagement Structure**

This Agreement governs all services performed by Developer. Specific projects shall be defined in one or more Statements of Work (“SOW”).

### **2. Scope of Services**

Developer provides full-stack application development services as defined in each SOW.

### **3. Intellectual Property**

#### **3.1 Client Deliverables**

Upon payment as defined in the applicable SOW, Client owns the final deliverables.

#### **3.2 Developer Retained Rights**

Developer retains ownership of all underlying frameworks, reusable code, systems, and methodologies.

Client receives a non-exclusive license to use such components solely within the delivered App.

## **4. Independent Contractor**

Developer operates strictly as an independent contractor.

## **5. Client Responsibilities**

Client is solely responsible for:

- Legal and regulatory compliance (SEC, GDPR, etc.)
- All data (user, financial, blockchain)
- Third-party integrations

Developer does not handle or control such elements.

## **6. Payment Terms**

Payment terms shall be defined in each SOW and applicable addenda.

Failure to pay constitutes material breach.

## **7. Limitation of Liability**

Developer's total liability is capped at fees paid.

Developer is not liable for:

- Third-party services
- Compliance failures
- Lost profits

## **8. Termination**

Developer may terminate for:

- Non-payment
- Scope violations
- Strategic misalignment

Upon termination:

- Client pays for completed work
- Completed deliverables are transferred
- Unpaid work remains Developer property

## **9. No Timeline Guarantees**

All work is performed on a commercially reasonable efforts basis.

## **10. Governing Law**

Wyoming law governs this Agreement.

### **SIGNATURES**

Developer: Help Keep My Money LLC

Client: \_\_\_\_\_

## STATEMENT OF WORK (SOW)

This Statement of Work (“SOW”) is issued under the Master Services Agreement (“MSA”) between:

**Help Keep My Money LLC** (“Developer”)

and

\_\_\_\_\_ (“Client”).

## 1. Project Overview

Project Name: \_\_\_\_\_

Description:

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## 2. Tier Classification

This project is classified under the Developer’s standardized pricing model as:

Tier \_\_\_\_ – \_\_\_\_\_

### Tier Definitions:

- **Tier 1 – Demo / Simple Application**
- **Tier 2 – MVP / Standard Commercial App**
- **Tier 3 – Advanced Platform**
- **Tier 4 – Infrastructure / Ecosystem Build**

This classification determines pricing, timeline, and delivery expectations.

### 3. Scope of Work

Developer shall provide the following services:

- UI/UX Design
- Full-stack Development
- Deployment

Scope is strictly limited to agreed features. Any additional functionality requires a written Change Order.

### 4. Deliverables

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### 5. Timeline

Estimated Delivery Time: \_\_\_\_ business days

All timelines are estimates and subject to commercially reasonable efforts.

Developer is not liable for delays caused by Client dependencies or external factors.

## **6. Compensation**

### **6.1 Retainer**

Client shall pay a non-refundable upfront retainer of:

\$ \_\_\_\_\_ ( \_\_\_\_\_ % of total cost)

### **6.2 Revenue Share**

Client agrees to pay Developer a revenue share in accordance with the Revenue Share Addendum attached to the MSA.

## **7. Client Dependencies**

Client shall provide:

- Content
- Access credentials
- Third-party integrations

Delays in providing dependencies may impact delivery timelines.

## **8. Acceptance**

Deliverables shall be deemed accepted unless Client provides written rejection within five (5) business days.

## **9. Additional Terms**

All other terms are governed by the Master Services Agreement and applicable Addenda.

**AGREED AND ACCEPTED**

Developer: Help Keep My Money LLC

By: \_\_\_\_\_

Client: \_\_\_\_\_

By: \_\_\_\_\_

# PROJECT EXAMPLES

## Tier 1 — Demo / Simple Application

**Project Name:** The BNIC Network Website (<https://www.thebnic.com>)

**Description:** Development of a public-facing website presenting the BNIC Network brand, services, and engagement pathways.

## Tier Classification

Tier 1 – Demo / Simple Application

## Scope of Work

- UI/UX design for informational website
- Frontend development
- Basic CMS integration (if applicable)
- Deployment

## Deliverables

- Fully functional website
- Mobile-responsive design
- Hosting deployment

## Timeline

Estimated Delivery Time: **2 business days**

## Compensation

Total: **\$499** | Retainer: **\$249** | Revenue Share: **0% (meets minimum)**

## Tier 2 — MVP / Standard Commercial App

**Project Name:** Charity Coin (<https://charity-coin-2.vercel.app>)

**Description:** Development of a web-based platform enabling users to interact with a charitable ecosystem supported by blockchain integrations.

### Tier Classification

Tier 2 – MVP / Standard Commercial App

### Scope of Work

- UI/UX design
- Full-stack development
- Integration interface for blockchain components (no custody or wallet handling)
- Deployment

### Deliverables

- Functional web application
- User interaction flows
- Integration-ready architecture

### Timeline

Estimated Delivery Time: **5 business days**

### Compensation

Total: **\$1,499** | Retainer: **\$749** | Revenue Share: **10% minimum** (can increase strategically)

## Tier 3 — Advanced Platform

**Project Name:** REDMS: Real Estate Data Management System (<https://redms.thebnic.com>)

**Description:** Development of a data-driven platform for managing real estate assets, reporting, and operational workflows.

## Tier Classification

**Tier 3 – Advanced Platform**

## Scope of Work

- Multi-user system architecture
- Admin dashboard
- Data management workflows
- Full-stack development
- Deployment

## Deliverables

- Role-based access system
- Data input and reporting tools
- Backend database structure
- Deployed application

## Timeline

Estimated Delivery Time: **15 business days**

## Compensation

Total: **\$4,999** | Retainer: **\$2,499** | Revenue Share: **20% minimum**

## Tier 4 — Infrastructure / Ecosystem Build

**Project Name:** CPIN Members-Only Platform (<https://members.thecpi.network>)

**Description:** Development of a private digital ecosystem including community features, member management, and educational infrastructure.

## Tier Classification

**Tier 4 – Infrastructure / Ecosystem Build**

## Scope of Work

- Full platform architecture
- Member authentication system
- Community modules (forums, discussions)
- Knowledge center integration
- Backend infrastructure
- Deployment

## Deliverables

- Member portal
- Community forums
- Content system
- Scalable backend infrastructure
- Fully deployed platform

## Timeline

Estimated Delivery Time: **40 business days**

## Compensation

Total: **\$14,999** | Retainer: **\$7,499** | Revenue Share: **30% minimum**

# REVENUE SHARE ADDENDUM

## 1. Revenue Share Requirement

Client agrees to pay Developer a percentage of Gross Revenue generated by the App.

### Mandatory Minimums by Tier:

- Tier 1 → 0%
- Tier 2 → 10%
- Tier 3 → 20%
- Tier 4 → 30%

Under no circumstances shall the agreed revenue share fall below the applicable Tier minimum.

## 2. Gross Revenue Definition

All revenue generated from the App without deductions except refunds.

## 3. Payment Terms

- Monthly payments (within 10 days of month-end)
- Must include detailed reporting

## 4. Audit Rights

Developer may audit revenue records with reasonable notice.

## 5. Anti-Circumvention

Client may not:

- Redirect revenue streams
- Rebrand or restructure the App
- Use affiliated entities

to avoid revenue share obligations.

## **6. Survival**

Revenue share obligations remain in effect for five (5) years and survive termination.

## **7. Enforcement Priority**

In the event of conflict, Tier minimums take precedence over any conflicting negotiated terms.

**AGREED**