



## Telecom Fitness Review Proposal

We propose to conduct a completely Risk-Free Telecom Fitness Review (TFR) that will document, audit, and analyze all of your voice and data communications lines, circuits, and carrier services. This will include all of the current costs, contracts, agreements, rates, and programs that are currently in place. The goal of this engagement will be to save you REAL MONEY right now, and to ensure that you will continue to save this money each and every month going forward. Business Fitness will also help your staff gain a better understanding of your voice and data communications environment and the associated costs.

There are no upfront costs or fees and you won't pay us anything until you agree with the savings that we have uncovered for you. Business Fitness will provide all of the necessary services for this effort on a Contingency Fee basis. If we find any savings, then we split the first year's savings. If we obtain any credits or refunds for you, we split those 50/50 as well. If we fail to find any savings, credits, or refunds then you pay us nothing! We will then absorb all of our own costs and move on to the next opportunity. The specific terms and conditions are detailed in the attached Telecom Fitness Review Agreement.

### **Specifically, Business Fitness will provide the following services at no risk to you:**

- Review your current local and long distance voice calling services and the related usage
- Document any unnecessary or unused products or services that should be removed
- Review your data communications agreements (i.e., Frame, Internet, T-1, etc.)
- Identify savings opportunities with both your current carrier and by switching to other carriers
- Negotiate better rates, discounts, terms, contract language, and savings plans on your behalf
- Document current and historical incorrect charges, billing errors, or other errors on your bills
- Work to recover any credits and refunds of money due to you for past mistakes or errors
- Present a detailed report with recommendations for the most beneficial changes for your business
- Facilitate and oversee the implementation of our recommendations once we have your approval
- Conduct this engagement with minimal impact to your organization and employees

### **You will need to provide Business Fitness with the following:**

- A copy of all current voice and data communications contracts and/or agreements
- Three months of bills or invoices from each vendor that represent your average usage
- A signed Letter of Authorization (LOA) on company letterhead authorizing Business Fitness to act as an agent for your communications services.

We look forward to working with you to reduce your communications costs and improve your bottom line.

Sincerely,

Brian K. Erlichman  
Senior Vice President  
Direct Line: 262-240-9605

# Business-Fitness, Inc.

## Telecom Fitness Review Agreement

**Terms:** This Agreement is by and between \_\_\_\_\_ (hereinafter referred to as "Client") and Business Fitness, Inc. (hereinafter referred to as "Business Fitness").

Business Fitness will perform a Telecom Fitness Review (hereinafter referred to as "TFR"), which is an analysis of the client's voice & data communications costs for the purpose of finding and obtaining savings and/or credits & refunds on behalf of Client. Business Fitness will only obtain savings with the approval of Client. Business Fitness will oversee the process of obtaining any and all approved savings and/or credits on behalf of Client, but will not sign or approve any contract or agreement, or knowingly create any obligation or commitment for Client.

The TFR may be divided into separate sections or sub-sections, each called a "Phase". Each Phase will have its own TFR Analysis Report that will show the total of all credits and/or refunds obtained in that Phase, or the amount of the "First Year Savings" for that Phase, plus the applicable fees owed to Business Fitness for that Phase. First Year Savings for any Phase will be determined by subtracting the annualized total of the newly implemented costs from the annualized total of the previously existing costs. In the event that a particular Phase requires a purchase of equipment and/or other services to obtain savings, and if the Client makes such a purchase, then one-fifth of only the required purchase cost will be factored into the TFR Analysis Report for that Phase and thereby lower the First Year Savings accordingly. If after five (5) business days, the Client does not object to the results of any TFR Analysis Report delivered by Business Fitness, an invoice will be sent to Client for the appropriate fees for that Phase. Client hereby agrees to abide by the payment terms of Net Due Upon Receipt and will immediately pay the total amount of each invoice to Business Fitness upon receipt.

As compensation for the services performed, Client agrees to pay Business Fitness a fee equal to 50% of the First Year Savings amount, plus 50% of any credits (or refunds) received for any overcharges, errors, incorrect fees, rates, etc. **NO RISK GUARANTEE: If no savings are achieved, or if no credits (or refunds) are obtained, then Business Fitness will not invoice Client for any services related to this Telecom Fitness Review.**

Client may decline the First Year Savings in any Phase (hereinafter called the "Rejected Phase") and thereby not pay the applicable fees for the Rejected Phase, provided that the solutions, products, actions, or changes documented in a TFR Analysis Report for the Rejected Phase, whether exact or similar in kind, are not implemented within one year from the date of the TFR Analysis Report for the Rejected Phase. Furthermore, Client agrees to pay all applicable fees for any Rejected Phase if any solutions, products, actions, or changes similar to those in the TFR Analysis Report for the Rejected Phase are made within one year from the date of the TFR Analysis Report for the Rejected Phase.

Client agrees to hold Business Fitness, its officers, its employees, and its contractors harmless against all claims, liabilities and costs, including attorney fees, or defending any third party claim or suit with respect to the services specified herein. **In no event will Business Fitness be liable for any direct, indirect, special, incidental, or consequential damages arising out of the use of or the inability to use the services or solutions recommended, implemented, provided, or provisioned by Business Fitness.** If advised of the possibility of any such damages or negative impact, Business Fitness will make reasonable efforts to disclose this information so that Client may use this information when making decisions regarding any recommendations or proposed changes. In any event, the limitation of the liability of Business Fitness shall not exceed the total amount paid by Client to Business Fitness. This agreement and the services provided by Business Fitness are governed under the laws of the State of Wisconsin. Any actions brought against Business Fitness or which are related to this Agreement must be done so in the Court System of Ozaukee County, located in Port Washington, Wisconsin.

Authorized representatives of both parties must sign this document below before this Agreement will take effect.

Accepted by \_\_\_\_\_ :  
(printed legal name of the business entity)

Accepted by **Business Fitness, Inc.** :

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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

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

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