BRSG Compliance Standard · v1.0 · effective 2026-06-25 · standards.billricestrategy.com

Client Engagement Standard

Owner: Bill Rice (BRC LLC d/b/a Bill Rice Strategy Group) **Version:** v1.0 — 2026-06-25 **Scope:** BRSG's consulting and advisory engagements (Track 2) — the structure of the engagement agreement, confidentiality obligations, ownership of deliverables, conflict-of-interest handling, and the boundaries of BRSG's professional role. Applies to every paid consulting client. **Status:** Deployable. This is a standard, not a substitute for a signed agreement; counsel review recommended before using any clause as binding contract language.

---

1. Why this standard exists

BRSG advises mortgage-tech, fintech, PropTech, and lender clients on demand generation, go-to-market, and growth strategy. That work involves access to clients' confidential information, the creation of deliverables whose ownership must be unambiguous, and the inherent possibility that two clients operate in adjacent markets. A consistent engagement structure protects both sides: the client knows what they are buying, who owns what, and how their information is handled; BRSG manages its conflicts, its liability, and the boundary of its role. This standard defines the baseline every engagement should follow.

2. Every engagement is governed by a written agreement

No paid consulting work begins without a signed agreement (a master services agreement with statements of work, or an equivalent engagement letter). The agreement, at minimum, fixes:

1. **Scope of work** — the specific services, deliverables, and what is explicitly out of scope.

2. **Term and termination** — duration, renewal, and how either party exits.
3. **Fees and payment terms** — amount, schedule, and what triggers additional fees.
4. **Confidentiality** — per § 3.
5. **Deliverable ownership and IP** — per § 4.
6. **Conflict of interest** — per § 5.
7. **Limitations on the role** — per § 6.
8. **Liability** — per § 7.

A statement of work is created when an engagement is signed — not while it is still being sold. (Onboarding and project setup follow signature, not the sales conversation.)

3. Confidentiality

1. **Client confidential information stays confidential.** Non-public information a client shares — strategy, financials, customer data, roadmaps, metrics — is used only to perform the engagement and is not disclosed to third parties or other clients.
2. **Mutual where appropriate.** BRSG's own methods, frameworks, and pricing are likewise confidential; the agreement's confidentiality clause should run both ways.
3. **No client data in shared tooling without care.** Client confidential material is not pasted into shared or third-party systems in a way that would expose it. Where BRSG uses AI or SaaS tools in delivery, it does so consistent with the client's confidentiality expectations and BRSG's own data-handling practices.
4. **Survival.** Confidentiality obligations survive the end of the engagement.
5. **Security testing boundary.** Consulting access to a client system is not authorization to security-test it. Any scanning or testing of a client system requires a separate signed agreement — see the Authorized Security Testing & Scanning Standard.

4. Deliverables and intellectual property

1. **Client deliverables.** Work product created specifically for a client and paid for under the engagement (campaign plans, GTM strategies, custom assets) transfers to the client on

payment, as the agreement specifies. State this explicitly so ownership is never ambiguous.

2. **BRSG background IP.** BRSG's pre-existing frameworks, templates, methodologies, and tools remain BRSG's property. The client receives a license to use them as embedded in their deliverables, not ownership of the underlying IP.
3. **No conflicting grants.** Do not assign the same custom deliverable to two clients. Reusable frameworks (BRSG background IP) may be applied across clients; bespoke client-specific work may not.
4. **Portfolio / case-study use.** Whether BRSG may reference the engagement publicly (logo, case study, results) is addressed in the agreement. Absent the client's permission, the engagement is not used in marketing — consistent with the program-wide rule that client testimonials and references require disclosed consent.

5. Conflict of interest

1. **Adjacent-client awareness.** BRSG may serve multiple clients in the same broad industry. Where two clients are direct competitors for the same customers, BRSG discloses the situation and, as the agreements require, manages it through information barriers — confidential information from one is never used for the benefit of another.
2. **Disclosed dual relationships.** Where BRSG (or Bill Rice) has a relationship with a vendor, platform, or partner that a client might be steered toward, that relationship is disclosed to the client. Recommendations are made on the merits, and any material connection is surfaced — the same honesty standard the Affiliate Standard applies to content.
3. **No undisclosed self-dealing.** BRSG does not route a client to a BRSG-affiliated product or service without disclosing the affiliation.

6. Boundaries of the role

1. **Advisory, not licensed-professional, services.** BRSG provides marketing, growth, and go-to-market advisory services. It does not provide legal, accounting, or compliance-counsel services, and its deliverables are not a substitute for the client's own legal or regulatory review.

2. **The client owns regulatory compliance for its own programs.** Where BRSG advises on lead generation, advertising, or consumer-facing campaigns, the client remains responsible for its own TCPA, RESPA, UDAAP, fair-lending, and licensing obligations. BRSG may flag issues and recommend practices, but does not assume the client's compliance liability.
3. **Recommendations vs. execution.** The agreement should be clear about whether BRSG advises, executes, or both — and where the client's sign-off is required before action.

7. Liability

The engagement agreement should include a limitation-of-liability provision proportionate to the fees, an exclusion of consequential damages, and a clear allocation of responsibility consistent with § 6 (the client owns its regulatory compliance). These are contract terms; have counsel set the specific figures and language.

8. Engagement lifecycle checklist

- [ ] Agreement (MSA + SOW or engagement letter) signed before work begins.
- [ ] Scope, fees, term, and out-of-scope items written down.
- [ ] Confidentiality clause in place (mutual, with survival).
- [ ] Deliverable ownership and background-IP license stated explicitly.
- [ ] Conflicts checked against the current client roster; any adjacency disclosed.
- [ ] Any BRSG-affiliated vendor/product that may be recommended is disclosed.
- [ ] Role boundary stated (advisory; client owns its compliance).
- [ ] Liability limitation in the agreement.
- [ ] Onboarding/project setup created on signature (not during the sales process).
- [ ] Portfolio/case-study permission addressed.

9. Legal basis and references

This standard reflects ordinary professional-services contracting practice and the program-wide disclosure posture. It is not itself legal advice. Binding terms — IP assignment language, liability caps, confidentiality definitions — should be set by counsel in the engagement agreement.

Version History

VERSION	DATE	CHANGE
v1.0	2026-06-25	Initial standard. Engagement-agreement structure, confidentiality, deliverable/IP ownership, conflict of interest, role boundaries, liability, lifecycle checklist.

When this standard is cited in a contract or counsel memo, cite it **by version** (e.g., "Client Engagement Standard v1.0"). The version and date in the header above are authoritative.