

INDUSTRY INNOVATION AND INTELLIGENCE, INC.
CLIENT SERVICE AGREEMENT

THIS CONSULTING AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 202__ (the “**Effective Date**”), by and between Industry Innovation and Intelligence, Inc., a North Carolina corporation with offices at 13515 Serenity Street, NC 28078 (“**3I**”) and _____, a _____ corporation with offices at _____ (“**Client**”). 3I and Client are referred to herein collectively as the “**Parties**” and individually as a “**Party**”.

STATEMENT OF PURPOSE:

Client desires to engage 3I solely in the capacity of an independent contractor, to perform certain services for Client and 3I desires to act in such capacity; all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the aforesaid Statement of Purpose, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

- 1. Engagement of 3I.** 3I hereby agrees to provide Client certain services to be performed hereunder are set forth on **Exhibit A** (collectively referred to, with any other services subsequently contracted for hereunder, as the “**Service(s)**”) which is attached hereto and made a part hereof. Nothing contained in this Agreement shall preclude Client from obtaining similar or other services from other providers or providing those services itself. 3I will be held accountable and liable to Client for the Service(s) hereunder, which accountability and liability shall survive this Agreement’ termination.
- 2. Authority of 3I.** The authority of 3I hereunder is limited to performing the Service(s). 3I does not have, and shall not hold itself out as having, any right, power or authority, in any manner, to (a) commit or bind Client without Client’s prior written consent, (b) otherwise create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon Client or (c) accept legal process on behalf of Client.
- 3. Representations and Warranties of 3I.** 3I represents, warrants, and agrees:
 - (a) 3I will comply with all applicable laws, regulations, and orders of any governmental entity or body with recognized jurisdiction over 3I or over the performance of the Service(s).
 - (b) 3I is not restricted by any agreements or covenants binding on 3I that impose restrictions or other similar restraints on 3I’s provision of the Service(s) to Client.
- 4. Additional Terms and Conditions.**
 - (a) During the term of this Agreement and subject to the terms and conditions set forth herein, 3I shall diligently and in good faith use its best efforts to perform the Service(s) (i) in a prompt, timely and competent manner; and (ii) otherwise in conformity with commercially reasonable standards.
 - (b) 3I shall (i) maintain, and cooperate with Client in maintaining, good relations with Client’s customers and the general public, (ii) in all respects conduct the Service(s) in compliance with high ethical business standards, and (iii) take no action, or make no preparation to take any action, that would reasonably be expected to adversely affect Client or Client’s business and reputation.
- 5. Term; Termination.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either Party or in accordance with the terms of the Agreement as provided in this paragraph.

- (a) Termination at Consulting Period End. This Agreement may be terminated in accordance with the end of a term associated with the Hour, Day or Retained Rate selected by Client and as described in Exhibit A.
 - (b) Termination for Breach. Notwithstanding the foregoing, if a Party is in breach or default of any obligation under this Agreement, then the non-breaching Party may give the breaching Party written notice of the same. Unless, within ten (10) days after receipt of such written notice, the Party that is in breach or default cures such breach or default, the non-breaching Party shall have the right to terminate the Agreement effective immediately upon a subsequent written notice to the breaching Party.
 - (c) Additional Client Rights upon Breach by 3I. 3I acknowledges that the restrictions contained in this Agreement are reasonably necessary to protect the legitimate interests of Client and that any violation hereof will result in irreparable injury to Client. Accordingly, Client, in addition to any other remedies Client may have at law or in equity, shall be entitled to a restraining order, injunction or other similar remedy in order to specifically enforce this Agreement and to recover Client's reasonable attorneys' fees.
- 6. Compensation.** During this Agreement's Term, for Service(s) rendered in accordance herewith, Client shall pay to 3I compensation as described on **Exhibit A ("Compensation")**.
- 7. Work Product.**
- (a) During the course of performing the Consulting Services, Contractor and its directors, officers, employees, or other representatives may, independently or in conjunction with Company, develop information, produce work product, or achieve other results for Company in connection with the Consulting Services it performs for Company.
 - (b) Contractor agrees that such information, work product, and other results, systems and information developed by Contractor and/or Company in connection with such Consulting Services (hereinafter referred to collectively as the "Work Product") shall, to the extent permitted by law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S.C. 101), and shall remain the sole and exclusive property of Company.
 - (c) To the extent any Work Product is not deemed to be a work made for hire within the definition of the Copyright Act, Contractor with effect from creation of any and all Work Product, hereby assigns, and agrees to assign, to Company all right, title and interest in and to such Work Product, including but not limited to copyright, all rights subsumed thereunder, and all other intellectual property rights, including all extensions and renewals thereof.
- 8. Confidentiality.** The Client may from time to time, subject to the terms hereof and in its sole discretion, supply to 3I or its Representatives (as defined below) confidential information, including without limitation, financial, marketing, product development, legal and other information relating to Client's business in connection with 3I providing Client the Service(s) (such information hereinafter singularly and collectively referred to as "Confidential Information"). All information supplied to 3I by Client shall be deemed Confidential Information. Despite the foregoing, information will not be considered Confidential Information if it (i) was in the possession of 3I at the time of disclosure, (ii) the information was, is or becomes generally available to the public other than as a result of breach of this Agreement by 3I, or (iii) is developed or acquired independently by the 3I without reliance on or reference to Confidential Information. Client wishes to safeguard this Confidential Information and to be assured that it will be maintained in confidence. Therefore, in consideration of the disclosure of the Confidential Information by Client to 3I, 3I agrees to the following:
- (a) 3I shall keep Confidential Information confidential and it shall not be disclosed to any third party without the prior written consent of Client (email being sufficient), unless requested or required by Law (as defined below). If 3I is requested or required to disclose any Confidential Information pursuant to any applicable law, rule or regulation or a subpoena, court order, similar judicial process, regulatory agency or stock exchange rule, government statute, or by any

judicial or administrative body having authority to require such disclosure ("Law"), if not prohibited by applicable Law, 3I will promptly notify Client of any such requirement so that Client may seek an appropriate protective order or waive compliance with the provisions of this Agreement (at the Client's sole cost and expense). If such order is not obtained, or Client waives compliance with the provisions of this Agreement, 3I may disclose only that portion of the Confidential Information which it is legally required to so disclose. Moreover, if permitted by applicable Law, any Confidential Information that is so disclosed shall be identified as confidential, proprietary material subject to the terms of this Agreement, and 3I will use reasonable efforts to protect the confidentiality of the Confidential Information, including through the proposal and, if reasonably possible, the execution and approval by the relevant governing tribunal (if any), of a confidentiality agreement and order that limits the use of any Confidential Information to the proceeding in which it is then required to be produced.

- (b) 3I shall not use or reproduce Confidential Information for any purpose other than to provide the Service(s) described herein (the "Purpose").
- (c) 3I shall safeguard all Confidential Information with at least the same degree of care with which it protects its own most highly confidential information, which degree of care shall in no event be less than that which is commercially reasonable under the circumstances.
- (d) 3I shall make no more copies of documents or other tangible forms of Confidential Information than are necessary for 3I to provide Client the Service(s) described herein.
- (e) 3I shall limit access to the Confidential Information to those of its officers, employees, directors, auditors, accountants, risk participants, financial advisors, current or potential lending and/or funding sources, legal advisors, consultants and agents employed or otherwise retained by 3I (those who actually receive Confidential Information, collectively "Representatives"), who have a need to know in connection with the Purpose. 3I shall inform all such persons of the Confidentiality terms of this Agreement and shall cause their compliance with the Confidentiality terms contained herein applicable to Representatives, and shall take reasonable measures to restrain Representatives from any unauthorized disclosure or improper use of the Confidential Information.

9. Indemnification. 3I agrees to indemnify and hold Client and Client's directors, officers, managers, members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against, and pay, any and all losses, claims, demands, liabilities and damages (including without limitation reasonable attorneys' fees and court costs), in any manner arising out of, relating to or in connection with (i) negligence or willful misconduct of 3I in the performance of the Service(s) and (ii) any breach by 3I of any provision of this Agreement.

10. Assignment. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party.

11. Independent Contractor Status.

- (a) **Classification.** 3I represents, warrants, and agrees that 3I, its principals or any other employers of 3I are not employees of Client. 3I has been engaged by Client as an independent contractor to provide the Service(s) to Client in execution of the terms and conditions of this Agreement which shall be interpreted and construed accordingly. Except as expressly provided in this Agreement, Client shall not have the right to require 3I to conduct its activities in a manner that would prejudice the independent contractor relationship of the Parties. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the Parties hereto.
- (b) **Expenses; Taxes.** 3I shall be liable for 3I's own expenses, debts, obligations, acts, and omissions. As an independent contractor, 3I is responsible for filing any required tax returns and paying all taxes, including social security and other self-employment taxes, as may be required by law or regulations.

(c) No Rights in Client Plans. 3I expressly acknowledges and agrees that 3I is an independent contractor and is not eligible for coverage under any Client benefit plan including, but not limited to, pension, profit-sharing, health, dental, welfare or similar plans, which are generally limited to Client employees, and that 3I is not eligible for or entitled to any other compensation or reimbursement from Client for the Service(s), except as specifically provided in this Agreement. 3I also will not be covered by any Client-sponsored insurance plan, including workers' compensation insurance coverage.

13. Miscellaneous. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This Agreement constitutes the entire agreement between 3I and Client with respect to the subject matter of such this Agreement and supersedes any and all prior and contemporaneous agreements (whether written or oral and whether express or implied) between them to the extent related to the subject matter of this Agreement. No amendment or modification of any provision of this Agreement will be valid unless the amendment or modification is in writing and signed by the Parties. This Agreement shall be subject to and governed by the laws of the State of North Carolina, without regard to its principles governing conflict of laws.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, all as of the day and year first above written.

"3I" INDUSTRY INNOVATION AND INTELLIGENCE, INC.

By:

Name:

Title:

"Client" [*insert legal name*]

By:

Name:

Title:

Exhibit A

**INNOVATION AND INTELLIGENCE, INC.
CLIENT SERVICE AGREEMENT**

1. **Service(s):** 3I shall provide Client the Service(s) described below by the 3I professional(s) listed below in accordance with the terms of this Agreement and this Exhibit A.

2. **Term:** The Service(s) shall be provided Client

3. **Compensation** The Service(s) shall be provided Client by 3I on the basis of a \$150 per hour rate for David A. Doctor and \$100 per hour rate for Sherri A. Kempf. Invoices shall be in writing with email accepted. 3I will invoice client on the first day of each month for service(s) provided and expense incurred during the prior month with payment due net 15 calendar days.

4. **Travel Expense Reimbursement:** Time expended and travel expense incurred traveling on Client's behalf within the Charlotte Metro area is not billed. 3I time expended in traveling to a work location outside the Charlotte Metro area while providing Client the Service(s) is accounted for and is invoiced at a 50% discount of the appropriate Rate. 3I's reasonably incurred actual travel expense is invoiced by 3I coincidental with its Compensation invoice and reimbursed by Client in accordance with the terms of the invoice. Lodging and rental cars are procured by 3I at rates comparable to those allowed for U.S. federal government employees. Mileage is reimbursed at the applicable U.S. federal rate.

"3I" INDUSTRY INNOVATION AND INTELLIGENCE, INC.

By:

Name:

Title:

"Client" *[insert legal name]*

By:

Name:

Title: