



Impact Consulting Group, LLC

Independent Contractor Agreement / Strategic Advisor Agreement

Prepared for:

Independent Contractors of Impact Consulting Group, LLC

Prepared by:

Dyan Adams, Impact Consulting Group, LLC

Independent Contractor Agreement

This independent contractor agreement is between IMPACT CONSULTING GROUP, LLC ("the **Company**"), an individual Texas Limited Liability Company, and John H. Example ("the **Contractor**"), an individual(n).

The Company is in the business of advising small businesses to better optimize operations and enhance financial performance and wants to engage the Contractor to advise on certain aspects of the client engagement.

The Contractor has performed the same or similar activities for others.

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

- (i) perform the Services set forth in Exhibit A. However, if a conflict exists between this agreement and any term in Exhibit A, the terms in this agreement will control;
- (ii) devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Services in a timely and productive manner;
- (iii) perform the Services in a safe, good, and workmanlike manner by fully trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order;
- (iv) communicate with the Company about progress the Contractor has made in performing the Services;
- (v) supply all tools, equipment, and supplies required to perform the Services, except if the Contractor's work must be performed on or with the Company's equipment;
- (vi) ensure that all materials and equipment furnished to its personnel is of good and merchantable quality, unless otherwise agreed by the Company;
- (vii) provide services (including the Services) and end products that are satisfactory and acceptable to the Company and free of defects; and
- (viii) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the Company.
- (vi) provide services (including the Services) and end products that are satisfactory and acceptable to the Company and free of defects; and
- (vii) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the Company.

2. TERM AND TERMINATION.

- (i) by either party on provision of 1 days' written notice to the other party, with or without cause;
- (ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 7 days of receipt of written notice of the breach; or
- (iii) by the Company at any time and without prior notice, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Company, or

is guilty of serious misconduct in connection with performance under this agreement.; or

- (iv) automatically, on the death of the Contractor.

3. COMPENSATION.

- (i) if prohibited under applicable government law, regulation, or policy;
- (ii) if the Contractor did not directly perform or complete the Services described in Exhibit A;
- (iii) if the Contractor did not perform the Services to the reasonable satisfaction of the Company; or
- (iv) if the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed in writing.

4. NATURE OF RELATIONSHIP; INVENTIONS.

- (i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
- (ii) The Contractor has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Contractor or the Contractor's staff shall perform the Services, and the Company is not required to hire, supervise, or pay any assistants to help the Contractor perform those Services. The Contractor shall provide insurance coverage for itself and its staff.

5. USE OF TRADEMARKS.

The Contractor may use, reproduce, and distribute the Company's service marks, trademarks, and trade names (if any) (collectively, the "Company Marks") in connection with the performance of the Services. Any goodwill received from this use will accrue to the Company, which will remain the sole owner of the Company Marks. The Contractor may not engage in activities or commit acts, directly or indirectly, that may contest, dispute, or otherwise impair the Company's interest in the Company Marks. The Contractor may not cause diminishment of value of the Company Marks through any act or representation. The Contractor may not apply for, acquire, or claim any interest in any Company Marks, or others that may be confusingly similar to any of them, through advertising or otherwise. At the expiration or earlier termination of this agreement, the Contractor will have no further right to use the Company Marks, unless the Company provides written approval for each such use.

6. CONFIDENTIAL INFORMATION.

- (i) was or becomes publically available other than as a result of a disclosure by the Contractor in violation of this agreement;
- (ii) was or becomes available to the Contractor on a nonconfidential basis before its disclosure to the Contractor by the Company, but only if:
 - A. the source of such information is not bound by a confidentiality agreement with the Company or is
 - not otherwise prohibited from transmitting the information to the Contractor by a contractual,

- legal,
 - fiduciary, or other obligation; and
 - B. the Contractor provides the Company with written notice of its prior possession either (I) before the
 - effective date of this agreement or (II) if the Contractor later becomes aware (through disclosure to the
 - Contractor) of any aspect of the Confidential Information as to which the Contractor had prior
 - possession, promptly on the Contractor so becoming aware;
- (iii) is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar processes), or is required by a regulatory body, to be disclosed. However, the Contractor shall:
 - A. provide the Company with prompt notice of these requests or requirements before making a
 - disclosure so that the Company may seek an appropriate protective order or other appropriate
 - remedy; and
 - B. provide reasonable assistance to the Company in obtaining any protective order. If a
 - protective
 - order or other remedy is not obtained or the Company grants a waiver under this agreement,
 - the
 - Contractor may furnish that portion (and only that portion) of the Confidential Information that, in
 - the
 - written opinion of counsel reasonably acceptable to the Company, the Contractor is legally
 - compelled
 - or otherwise required to disclose. However, the Contractor shall make reasonable efforts to
 - obtain
 - reliable assurance that confidential treatment will be accorded any part of the Confidential
 - Information
 - disclosed in this way; or
 - C. was developed by the Contractor independently without breach of this agreement.

7. REPORTING.

The Contractor shall report to Dylan Adams or such other officer or employee as may be designated by the Company. The Contractor shall provide a Monthly written summary report to the Company on its progress. Reports shall consist of Activities they have performed for client engagements.

8. OTHER ACTIVITIES.

During the Term, the Contractor is free to engage in other independent contracting activities, except that the Contractor may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Contractor's obligations or the scope of Services to be rendered for the Company under this agreement.

9. RETURN OF PROPERTY.

Within 21 days of the expiration or earlier termination of this agreement, the Contractor shall return to the Company, retaining no copies or notes, all Company products samples, models, property, and documents relating to the Company's business including reports, abstracts, lists, correspondence, information, computer files, computer disks, and other materials and copies of those materials obtained by the Contractor during and in connection with its work with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and similar items relating to the Company's business, whether prepared by the Contractor or by others, remain the Company's exclusive property.

10. INDEMNIFICATION.

- (i) the Contractor's negligence or willful misconduct arising from the Contractor's carrying out of its obligations under this agreement;
- (ii) the Contractor's breach of any of its obligations or representations under this agreement; or
- (iii) the Contractor's breach of its express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If a regulatory body or court of competent jurisdiction finds that the Contractor is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Contractor's own actions, the Contractor will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Contractor or the Company resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Contractor's earnings if the Contractor had been on the Company's payroll and employed as a Company employee.
- (i) the Company's operation of its business;
- (ii) the Company's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party; or
- (iii) the Company's breach of any of its obligations or representations under this agreement. However, the Company is not obligated to indemnify the Contractor if any of these Claims result from the Contractor's own actions or inactions.

11. FORCE MAJEURE.

A party will not be considered in breach of or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

12. GOVERNING LAW.

13. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party.

14. ASSIGNMENT AND DELEGATION.

15. COUNTERPARTS; ELECTRONIC SIGNATURES.

16. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

17. NOTICES.

- If to the Company:
- Impact Consulting Group, LLC/Dylan Adams
- 1234 Lehman St.
- Houston, Texas 77018
- dylan.adams@impactconsultants-htx.com
- If to the Contractor:
- John W. Example
- 1234 Contractor Address
- Contractor City, State, Zip
- Contractor Email

18. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

19. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

20. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

21. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

22. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

	Impact Consulting Group, LLC
Date: _____	By: _____ _____
	Name: Dylan Adams Impact Consulting Group, LLC Title: CEO

	John W. Example
Date: _____	By: _____ _____
	Name: John W. Example Title:

EXHIBIT A

DUTIES, SPECIFICATIONS, AND COMPENSATION

23. DUTIES.

The Contractor shall perform the following services for the Company: Advise on specific subjects relating to a client engagement.

24. SPECIFICATIONS.

The parties agree to the following additional specifications about the services to be provided:

25. COMPENSATION.

The Company shall pay the Contractor \$50 per hour for services dedicated to client engagements with documentation detailing the activities and tasks that make up the time dedicated to the client engagement.

The Company shall pay the Contractor according to the following schedule:

- The lump sum total for services rendered will be paid within 7 business days of the work being submitted for review to the Impact Consulting team. No more than 1 submission per week can be made.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this Exhibit A on the date stated opposite that party's signature.

	Impact Consulting Group, LLC
Date: _____	By: _____ _____
	Name: Dylan Adams Impact Consulting Group, LLC Title: CEO

	John W. Example
Date: _____	By: _____ _____
	Name: John W. Example Title:

EXHIBIT B

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

- 1. Except as listed in section 2 below, the following is a complete list of all Prior Inventions that were made, conceived, or first reduced to practice by the Contractor, alone or jointly with others, before its agreement with the Company:

Title	Date	Identifying Number or Brief Description
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The Contractor has no inventions or improvements to list	_____ (Initials)
I have attached _____ additional sheets to this Exhibit B.	_____ (Initials)

- 2. Because of an existing confidentiality agreement and the duties of confidentiality that the Contractor owes to the parties listed below, the Contractor cannot complete the disclosure in section 1 above with respect to the inventions or improvements listed generally below:

Invention or Improvement	Party Names	Relationship
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I have attached _____ additional sheets to this Exhibit B.	_____ (Initials)
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Date: _____

By: _____

Name:

Title: