



CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made by and between MyGround Support, LLC with an address of 5257 Buckeystown Pike, Unit 305 Frederick, MD 21704 (the "Service Provider.") and _____ (the "Client") with an address of

(street address)

(city)

(state)

(zip code)

RECITALS

- A. WHEREAS Client desires to obtain services from the Service Provider;
- B. WHEREAS Client agrees to appoint the Service Provider as an independent contractor to perform such Services and the Service Provider hereby agrees to provide such services to the Client;
- C. WHEREAS Service Provider does not warrant or guarantee any information provided to the Client in the course of its services;
- D. WHEREAS, Client acknowledges any information or financial modeling/estimating provided by the Service Provider does not constitute an accounting valuation, legal or tax opinion from the Service Provider.
- E. AND WHEREAS, Client agrees payment of fees to the Service Provider is not dependent upon any specific outcome or findings related to the Services nor on any contractual arrangement between the Client and any other person or party.

NOW THEREFORE, in consideration of the mutual covenants, fees, and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SERVICES: The Service Provider will provide general Consulting Services on a Time & Materials basis, which may include due diligence support related to FedEx Ground routes/runs and/or related items (the "Services"). There are no formal deliverables, but information, modeled/estimated financial data, and similar work products may be produced along with phone and email consultation. The Service Provider and Client will work to mutually prioritize activities given Client data provided and Client budget for Services. No travel will be performed by the Service Provider in the conjunction with the Services.

FEES: Service Provider will provide hourly services to the Client at an hourly rate of **\$185 per hour**. Service Provider bills to 30-minute increments. Material fees include but are not limited to "Blue Book" material fees of **\$30 per vehicle** for estimated vehicle values.

INITIAL ENGAGEMENT FEE: At the time of the execution of this agreement, the Client shall tender to the Service Provider an initial engagement fee in the amount of \$925.

This agreement does not become effective until the initial engagement fee is received by the Service Provider. The initial engagement fee shall be remitted at

<https://mygroundsupport.com/products?olsPage=products%2Ffedex-route-due-diligence>

Client agrees to engage Service Provider for a minimum of five hours or forfeit any initial engagement fee balance. Billings for services performed are charged against the initial engagement fee until such time as it is exhausted.

SUBSEQUENT ENGAGEMENT FEE(S): Once any engagement fee is exhausted (initial or subsequent) and additional fees are expected to be billed in the course of providing services to the Client, the Service Provider, at its sole discretion, may require a subsequent retainer fee(s) be tendered to the Service Provider by the Client prior to rendering any further services or incurring any expenses. Billings for services performed or expenses incurred shall be charged against the subsequent retainer fee(s) until such time as it is exhausted. In the event the actual fees or expenses incurred in the course of providing services to the Client are less than subsequent engagement fee amount, the portion of any subsequent engagement fee not used will be refunded to the Client upon the earlier of a) notice to the Service Provider of no further services required or b) the end date of this Agreement.

BILLING: Service Provider will bill Client weekly. An electronic invoice will be issued at the end of each week in which services were rendered. The invoice will be emailed to _____ . Payment is due upon receipt. Any invoice not paid within five (5) calendar days of the invoice date is delinquent and Client agrees to pay a 15% late fee to Service Provider for any amount due not received within five (5) calendar days of the invoice date. Client expressly agrees to electronic billing via email and that any amount not paid within fifteen (15) calendar days of the due date will result in collections activities against the Client for the full amount due plus interest, legal fees, and other costs related to the collection of the amount due. Client payment shall be made by Credit Card, Debit Card, or ACH direct debit. Any returned payments will be assessed a \$35 fee.

NECESSARY INFORMATION AND DATA: Client shall be solely responsible to supply the Service Provider all source information and documents necessary to perform the Services agreed under this Agreement. The necessary information and data for due diligence type support includes, but it is not limited to *Appendix A- FXG Linehaul Sales – Initial Due Diligence Data Call* of this agreement or *Appendix B – P&D Sales - Initial Due Diligence Data Call*. In the event necessary data and information is not provided, Services provided to the Client may not address areas impacted by the lack of necessary data and information. Client budget may impact the review and use of information and data provided.

CONFIDENTIALITY: Service Provider agrees to retain all non-public information obtained from Client as confidential and agrees not to release or discuss any of such information unless Service Provider has obtained the prior written consent of Client or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority.

LIMITATION OF LIABILITY: IN NO EVENT SHALL THE SERVICE PROVIDER, ITS OFFICERS, MEMBERS, EMPLOYEES, OR AGENTS BE LIABLE TO THE CLIENT OR ANY OTHER PARTY FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, LOSS OF INVESTMENT, OR ANY OTHER DAMAGES ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT. This clause survives the term of this agreement in perpetuity.

GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION: This Agreement shall be governed by the laws of the State of Maryland without regard to the conflicts of law provisions of any jurisdiction. In addition, the parties hereby expressly consent to the personal and exclusive jurisdiction and venue of courts located in Frederick County, Maryland for this Agreement.

DISCLOSURE: Client recognizes Service Provider is not providing financial advice nor is a Certified Public Accountant. Client recognizes the budget available for services could impact the thoroughness of any services rendered.

TERM: This Agreement is valid for a period of six months commencing on _____. The Service Provider may terminate this agreement at any time if any invoice is delinquent and have no further obligations to the Client.

IN WITNESS WHEREOF the Parties have agreed to, accepted, and executed this Agreement on

By:

MyGround Support, LLC

Date: _____

By:

Client: _____

Date: _____

Appendix A- FXG Linehaul Sales – Initial Due Diligence Data Call

Sale Information

- Copy of Letter of Intent to include the following:
 - Purchase Price
 - Runs included
 - Assets Included or Leases to be Assumed
- Partial or full sale of Runs of Seller's Entity? (if partial denote which runs not included in sale)

Contractual – Contract Related

- TSPA Attachment A-1 Assigned Runs & Spots
- TSPA Schedule B - Leased Equipment
- Tractor ID Availability Rate - Current Printout of Availability Rate by Tractor ID
- Tractor ID Service Level Rate - Current Printout of Service Level Rate by Tractor ID
- Tractor ID Points - Current Printout of Points by Tractor ID
- CSP Performance Dashboard

Vehicle Related

- All Tractor IDs / VIN / Current Mileage
- Seller owned Tractors – List of all Seller Owned Tractors by Tractor ID and any lien balance
- Leased Tractors by Tractor ID and **COPIES OF LEASES** including leasing terms/financials
- Quarterly Maintenance reports provided to FedEx Ground for past year by Tractor ID
- Insurance Provider stated value report

Operational Expense Related

- ELD vendor and invoices for past 6 months
- VDER vendor and invoices for past 6 months
- Copy of worker's compensation remuneration rate (not invoice)
- Copy of NTL/physical damage insurance roster for vehicles and premiums and invoices

Financial Related

- At least one year of FXG weekly settlement sheets (including current time period), all pages
- 1099 for last full year
- Seller P&L for current year to date
- Seller P&L and Balance sheet for last full year as of 12/31/XX
- 1120 Tax Returns (all pages) for 3 years – if less than 3 years, time period in business
- Federal 941 Filings for last 4 quarters
- W3 Summary for last full year (12/31/XX)

Employee Related

- Current Employee Roster by FXG ID including base pay, per diem (if paid), and benefits provided (if provided)
- Copies of paystubs for last pay period of each month for all employees (can black out names/PII) for last year

Appendix B- P&D Sales – Initial Due Diligence Data Call

Sale Information

- Copy of Letter of Intent to include the following:
 - Purchase Price
 - CSA included – Home/Ground and ZIP Code Denotation
 - Assets Included or Leases to be Assumed

Contractual – Contract Related

- ISP Agreement Attachment A-1
- ISP Agreement Schedules B, C, D, F, K;
- ISP Agreement Attachment C-1 and C-2
- ISP Agreement Schedule of Amendments
- CSP Performance Dashboard

Vehicle Related

- All Vehicle IDs / VIN / Current Mileage
- Seller owned Vehicles – List of all Seller Owned Vehicle by Vehicle ID and any lien balance
- Leased Vehicles by Vehicle ID and **COPIES OF LEASES** including leasing terms/financials
- Quarterly Maintenance reports provided to FedEx Ground for past year by Vehicle ID
- Insurance Provider stated value report

Operational and Operational Expense Related

- Daily Service Worksheets (at least two weeks from last month as very initial)
- Safety and GPS vendor and invoices for past 6 months
- Scanner invoices for past 6 months
- Copy of worker's compensation remuneration rate (not invoice)
- Copy of NTL/physical damage insurance roster for vehicles and premiums and invoices

Financial Related

- At least one year of FXG weekly settlement sheets (including current time period), all pages
- 1099 for last full year
- Seller P&L for current year to date
- Seller P&L and Balance sheet for last full year as of 12/31/XX
- 1120 Tax Returns (all pages) for 3 years – if less than 3 years, time period in business
- Federal 941 Filings for last 4 quarters
- W3 Summary for last full year (12/31/XX)

Employee Related

- Current Employee Roster including base pay, per diem (if paid), and benefits provided (if provided)
- Copies of paystubs for last pay period of each month for all employees (can black out names/PII) for last year