



## SERVICE AGREEMENT

Between \_\_\_\_\_ (Client)  
and \_\_\_\_\_

Doing Business as Schooley Mitchell (SM)

### AGREEMENT TERMS

1. The Client hereby authorizes SM to review its specific costs as detailed in the Cost Categories section of this agreement, and to submit initial and supplemental recommendations for improvements including recommendations for possible savings. This review may include the review of existing systems, services, equipment, suppliers, plans and other items or functions related to the cost category. Recommendations may include alternate methods, systems, services, equipment, suppliers or plans or other suggestions for improvement or cost savings.
2. The term of this Service Agreement shall be thirty-six (36) months from the date of signing during which time SM may submit a series of recommendations.
3. All recommendations for improvements including recommendations for possible savings made by SM are subject to the Client's approval. No action regarding such changes shall be undertaken without the prior consent of the Client. Any recommendations, initial or supplemental, acted upon by the Client, or on behalf of the Client, within thirty-six (36) months of submission by SM shall be deemed to be accepted by the Client.
4. The Client acknowledges that activity and market pressure will be initiated directly with existing vendors and with alternate vendors and may cause those existing and/or alternate vendors to react whether contacted directly by SM, the Client, or other parties. This activity may trigger direct offers from those existing and/or alternate vendors and those offers will be as a result of this engagement, and therefore included in the recommendations described in paragraph 3.
5. The Client acknowledges that savings will be calculated by SM based on the difference between the baseline prices paid by the Client and any reduction in those baseline prices. Baseline prices are defined to be the prices incurred by the Client on vendor invoices immediately prior to the commencement of the review by SM for each expense category to be reviewed. Representation of those baseline prices will be provided to SM by the Client prior to commencement of the SM review, by providing appropriate invoices for the purposes of SM calculations and consulting services.
6. The Client hereby authorizes SM to identify and pursue, on the Client's behalf, possible refunds or credits due to billing errors or other causes.
7. The Client will provide SM with invoices, statements, contracts, equipment records, and other related information, from the date of this agreement, and throughout the term of the agreement and payment term of this agreement, as required by SM. The Client will provide written authorization, and/or oral authorization if so required by the Client's vendors, for SM to receive all such records and information directly from vendors, from the date of this agreement and throughout the term of the agreement and payment term of this agreement, as required by SM.
8. All records and information submitted for review by the Client shall be held in the strictest confidence by SM and shall not be used for any other purpose except to complete this consulting assignment.
9. All recommendations, actions, information, and suggestions submitted by SM for the Client's consideration shall be held in the strictest confidence by the Client. The Client warrants that they will not duplicate the work carried out by SM, nor will the Client negotiate alternate pricing for the cost categories specified in the Cost Categories section of this agreement, during the term of the agreement. Information submitted by SM shall not be used for any other purpose other than to consider the recommendations submitted by SM, and shall not be disclosed to or discussed with any third party, including, without limiting the generality of the foregoing, other business owners, executives, shareholders, vendors, or associates.
10. SM is acting in the capacity of an independent consultant to the client under this Agreement and does not sell, represent, or warrant any services or equipment provided by any suppliers. The Client will indemnify and hold SM, and its related parties, harmless against any cause of action, loss, liability, damage, cost, or expense (other than direct damages due to willful or negligent actions by SM), whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs, arising out of or relating to this Agreement.

Initials (Client) \_\_\_\_\_

## PAYMENT TERMS

11. The Client agrees to pay SM as its fee for the services rendered under this agreement, fifty (50) percent of all savings realized as a result of the acceptance of any initial or supplemental recommendations made by SM during the term of this agreement, including fifty (50) percent of all savings realized as a result of reductions in baseline prices during the term of this agreement, for a period of thirty-six (36) months from the date of implementation (the payment term) of the accepted initial or supplemental recommendation, after which time the entire savings will accrue to the Client.
12. SM will provide detailed schedules and calculations of the actual savings to be realized by the Client over the term of the service agreement. Billings will be as follows; 12 installments of the amount due to SM based on documented actual savings, in 3 month increments from the date of implementation. Verification of savings will be conducted on a quarterly basis. SM will provide invoices detailing the computation of savings. Any amount not paid in full within thirty (30) days of the invoice date will be subject to a 1.5% finance charge per month.
13. The Client also agrees to pay SM, fifty (50) percent of each refund or credit or other consideration realized based on SM's identification of billing errors or other causes for credits. Payment will be due within thirty (30) days of the receipt of the refund, credit, or consideration by the Client.

## OTHER

14. SM may use the services of SM's licensor, 1073355 Ontario Limited (Licensor), to assist with the performance of SM's obligations. Licensor is a third-party beneficiary of this Agreement having the same rights as SM.
15. This agreement shall be construed and enforced in accordance with the laws in the state/province of residence of SM. In any dispute arising from or related to this Agreement the parties mutually consent to the jurisdiction and venue in any court located in the county of residence of SM.

## COST CATEGORIES

Approved categories for review and recommendation include:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Telecommunications         | <input type="checkbox"/> Uniforms & Linens             | <input type="checkbox"/> Small Package Shipping       |
| <input type="checkbox"/> Software as a Service      | <input type="checkbox"/> Facility Supplies             | <input type="checkbox"/> Less-than-Truckload Shipping |
| <input type="checkbox"/> Electronic Logging Devices | <input type="checkbox"/> Office Supplies               | <input type="checkbox"/> Fuel                         |
| <input type="checkbox"/> Merchant Services          | <input type="checkbox"/> Packaging & Shipping Supplies | <input type="checkbox"/> Compressed Gases             |
| <input type="checkbox"/> Waste                      | <input type="checkbox"/> Breakroom Supplies            |   |

Initials (Client) \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
Doing Business as Schooley Mitchell

\_\_\_\_\_  
Doing Business as Schooley Mitchell  
(Licensor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Signature of Authorized Client  
Representative  
I have the authority to bind the corporation  
(company)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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Date

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Date

Initials (Client) \_\_\_\_\_