

P.O. Box 1312, Woodstock, GA 30188  
(Home Office): 770-330-3789 (Fax): 678-494-6183

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## MICOS Group L.L.C. Professional Services Agreement

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**THIS PROFESSIONAL SERVICES AGREEMENT** (“*Agreement*”) is entered into by and between **MICOS Group LLC**, a Georgia limited liability company, having offices at 4283 Moccasin Trail, Woodstock, GA 30189, its permitted successors and assigns (“*MICOS GROUP*”), and [REDACTED], with offices at [REDACTED] its permitted successors and assigns (“*Client*”), and is effective as of the date last executed by the parties below. (“*Effective Date*”).

In consideration of the mutual promises set forth herein, as well as for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

- Tasks/Timing.** Client hereby hires MICOS GROUP to provide general analytical and other professional services supporting Client’s activities, as well as any specific projects as may be more fully described from time to time in separate Statements of Work (*SOWs*), properly signed by both parties (collectively the *Work*). All *SOW*’s shall describe the general nature and duration of the tasks to be performed, as well as each party’s respective responsibilities, any assumptions, milestone dates, deliverables, and fees and fee structure, if different from that set forth in Article 2. Should any of the terms and conditions set forth herein conflict with those set forth in a *SOW*, the latter shall prevail. This Agreement shall not apply to any software or other intellectual property developed by MICOS GROUP, and such software or other intellectual property shall be subject to separate agreements negotiated and signed by the parties.
- Compensation.** Unless otherwise stated in an *SOW*, MICOS GROUP will invoice Client on a monthly basis for Work properly performed (including out of pocket expenses) in accordance with the provisions set forth in the applicable *SOW*. During the course of our employment, MICOS GROUP may incur out-of-pocket costs on your behalf. If out-of-pocket costs are itemized, they appear on our invoices as "costs." We will discuss all major cost items in advance with you, unless circumstances prevent advance discussion. If any on location services are needed, the required travel and incidental expenses (mileage, hotel and meals, etc.) will be billed at direct cost. No services or travel will be undertaken by MICOS GROUP unless in accordance with the provisions set forth in the applicable *SOW*. Invoices are due upon receipt. Any undisputed amounts remaining unpaid thirty (30) days after due shall accrue interest at a rate of the lesser of one and one-half percent (1.5%) per month, or the maximum rate allowed by law. If Client fails to dispute any portion of an invoice in writing during said thirty (30) days, such amount shall be deemed proper. Only those portions of the Work that fail to comply with the terms of this Agreement shall be subject to dispute. MICOS GROUP shall have the right to re-perform at its cost any defective Work to remedy such dispute. In the event that the re-performed Work is still non-compliant, Client may immediately cancel this Agreement. If the resolution of any dispute indicates that any disputed portion of fees and expenses was properly due and payable, interest shall accrue from the original payment due date. Client shall pay all costs, including reasonable attorney fees, incurred by MICOS GROUP for the collection of any properly due amounts that are past due by more than sixty (60) days. The provisions set forth herein shall not be subject to the limitations set forth in Article 7.
- Taxes.** All fees are exclusive of any sales, use or other taxes (other than those pertaining to MICOS GROUP’S income) and shall be the responsibility of the Client.

4. **Intellectual Property.** The Client shall be the owner of, and have all rights, title, and interest in and to the product of the Work, but not the underlying work papers and analyses. Notwithstanding the foregoing, if MICOS GROUP incorporates into or utilizes any of its existing, independently developed, or licensed intellectual property in the Work (“***MICOS GROUP Intellectual Property***”), MICOS GROUP shall continue to be the owner of such MICOS GROUP Intellectual Property, but the Client shall have, subject to Paragraph 5, a nonexclusive, non-sublicensable, non-assignable, royalty free, license to utilize such MICOS GROUP Intellectual Property for the sole purpose, scope, and context delivered by MICOS GROUP within the Work. This provision shall in no way apply towards the licensing of any software by MICOS GROUP to Client, and such software or other intellectual property shall be subject to separate agreements negotiated and signed by the parties.

5. **On-Site Visits.** If on the site of Client's (or Client's customers)' facilities, MICOS GROUP employees shall be subject to the safety and workplace rules generally applicable to Client's or Client's customers' employees, including but not limited to any drug and alcohol policies. Client shall notify MICOS GROUP in advance of any such rules so that MICOS GROUP may implement a compliance program. Client shall promptly notify MICOS GROUP of any non-compliance so that it may take action to rectify such non-compliance.

6. **Assignment.** Except for mergers, acquisitions, and other activities of a party that do not materially affect the intent of this Agreement, neither party shall assign this Agreement or any of its rights or obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably delayed or withheld. This Agreement shall be binding upon the parties and their respective permitted successors and assigns.

7. **Limitation of Liability.** **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, OR EXPENSES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. EXCEPT FOR FEES, COSTS, AND EXPENSES PROPERLY DUE AND OWING HEREUNDER, AND EXCEPT FOR VIOLATIONS OF THE CONFIDENTIALITY PROVISIONS SET FORTH HEREIN, NEITHER PARTY'S LIABILITY ARISING FROM THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY, SHALL EXCEED THE LESSER OF THE FEES PAID BY CLIENT DURING THE YEAR IN WHICH THE CLAIM IS MADE, OR \$10,000.**

8. **Confidential Information.**

8.1. Each party agrees that any information concerning the other's business activities, products, analyses, reports, research and technical knowledge disclosed by the other party pursuant to this Agreement (the “***Confidential Information***”) shall not be duplicated or disclosed to any other party, unless such duplication or disclosure is authorized by the other party or is necessarily required to perform its obligations under this Agreement. Each party shall protect the confidentiality of the Confidential Information in the same manner as it protects its own confidential information of like kind and shall restrict access to those of the recipient's personnel and third parties under the direct control of the recipient, on a need to know basis. Neither party shall use the Confidential Information of the other, except as contemplated in this Agreement. The parties agree that the terms of this Agreement, as well as any proposals associated with this Agreement, shall be deemed to be Confidential Information and, accordingly, such information shall not be disclosed except as permitted in this Article 8. Notwithstanding the foregoing, MICOS GROUP may include Client on its client list and may generally describe the nature of the Work performed on behalf of Client, provided that such description does not disclose any Confidential Information.

8.2. Nothing in this Agreement shall restrict either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) that: (a) is or becomes publicly available through no breach of this Agreement, (b) is independently developed by it, (c) was previously known to it without obligation of confidence or (d) is acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, the recipient shall promptly notify the other party of such receipt and may thereafter comply with such subpoena or process to the extent required by law. The Confidential Information shall be returned to the discloser or destroyed at the discloser's request.

8.3. Except as otherwise provided herein, neither party shall publicly disclose information related to the existence, terms, or pricing of this Agreement, except to its respective financial and legal advisors, and only after such advisors agree to be bound by the terms and conditions of this Article 7.

9. **Term.** Although both parties will endeavor to provide as much advance notice as practically possible and to time such termination at the completion of the Work, either party may terminate this Agreement with thirty (30) days advance written notice to the other party. Such termination shall not affect any outstanding SOW's, unless mutually agreed by the parties. Notwithstanding the foregoing, MICOS GROUP shall have cause to terminate this Agreement if Client fails to pay any amounts properly due in a timely manner and fails to cure within ten (10) days of receipt of written notice to do so. In the event of termination other than for non-payment, the terminating party shall reimburse the other party for any costs incurred that cannot be mitigated, if (i) such costs were incurred based upon a good faith reliance that this Agreement was to continue, and (ii) the terminating party was aware of the fact that these costs would be incurred.
10. **Warranties.** MICOS GROUP warrants that it will perform all Work in a professional and workmanlike manner consistent with industry standards at the time the Work is performed. MICOS GROUP makes no other warranties, express or implied, verbal or written.
11. **Independent Contractor/Nonsolicitation.**
- 11.1 MICOS GROUP shall, at all times during the performance of this Agreement, be an independent contractor. The parties shall not have the authority to bind, represent or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.
- 11.2 MICOS GROUP shall indemnify and hold harmless the Client from any and all liability, costs, damages, expenses, fees, fines or penalties in connection with MICOS GROUP employee claims for benefits, MICOS GROUP employee withholding obligations, payroll taxes due in connection with employees of MICOS GROUP, its contractors or agents, workers compensation or occupational illness claims of MICOS GROUP employees, its contractors or agents.
- 11.3 During the Term of this Agreement and for twelve (12) months after completion of the last Statement of Work, neither party shall solicit services from any employee, contractor or agent of the other individual who performed Work under this Agreement, unless expressly agreed to in writing by the non-soliciting party.
12. **Interpretation.** The parties have both had their respective counsels review this Agreement, with the opportunity to negotiate any desired changes. Therefore, the terms and conditions hereof shall not be interpreted in favor of or against either party under any claim of either party having the drafting responsibility of this document. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and shall be governed by the laws of the State of Georgia, without giving effect to its choice of law statutes. Any notice, consent, amendment or modification of this Agreement shall be in writing and executed by duly authorized representatives of the parties and sent to the respective party's address indicated above, or such other address as provided consistent with this Article.
13. **Survival.** All obligations, warranties, rights, remedies, indemnities, express representations, or exclusions or limitations of liability or other provisions required to give force and effect to this document, or made in or given in this document, which have accrued prior to completion or termination, shall survive the completion or termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

**CLIENT**

BY: \_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE AND COMPANY)

\_\_\_\_\_  
(DATE)

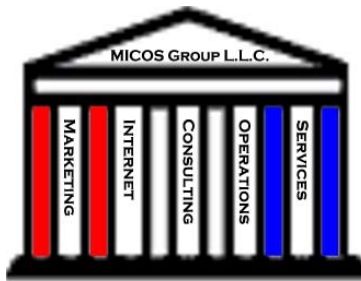
**CONSULTANT**

BY: **MICHAEL T. SCOTT**  
(PRINT NAME)

*Michael T. Scott*  
(SIGNATURE)

**PRESIDENT- MICOS GROUP L.L.C.**  
(TITLE AND COMPANY)

**1/17/2008**  
(DATE)



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### *Statement of Work No. 1*

The following (Statement of Work) **SOW** is set forth herein accordance to the **MICOS GROUP PROFESSIONAL SERVICE AGREEMENT**.

- A. Project scope:** Based on the “Needs Analysis” conducted during the “Free Initial Consultation”, a full to-do list of solutions and services will be provided to you within a detailed “*Custom Solutions Plan of Action Report*”.  
 MICOS Group will also provide you with a detailed estimate of the cost of all our additional services and consulting packages within the “*Custom Solutions Plan of Action Report*”.
- B. Future services available:** MICOS Group has found that flexibility is the biggest advantage to our consulting services and our services are 100% guaranteed. The three optional consulting plans after you receive your “*Custom Solutions Plan of Action Report*” are:
  1. **Do-It-Yourself Consulting-** This plan allows you to obtain MICOS Group’s entire “*Custom Solutions Plan of Action Report*” within the \$200 payment and then utilize that information to complete the tasks yourself.
  2. **Pre-determined Consulting Packages-** This plan allows you to purchase a very specific consulting package that suits your specific small business needs. Pricing per package is determined by the value of customer need, demand and competitive standards. As an incentive to utilize our professional consulting services, MICOS GROUP will apply a one time \$100.00 credit towards any MICOS GROUP consulting service or package.
  3. **Optional Bank Hour Consulting-** This plan is the epitome of flexibility. It allows you to purchase consulting hours on a needs basis and permits you for a more open-ended and one to one consultation experience. Many clients are unaware of their needs until they actually face a problem. This approach allows you to retain our services on an ongoing basis. As an incentive to utilize our professional consulting services, MICOS GROUP will apply a one time \$100.00 credit towards any MICOS GROUP consulting service or package.
- C. Period of performance:** “*Custom Solutions Plan of Action Report*” will be completed and delivered within 10 business days of payment unless notified in writing.
- D. Project manager:** Michael T. Scott
- E. Title:** President- Micos Group L.L.C.
- F. Physical location:** Work will be performed off-site at MICOS Group corporate offices.
- G. Supplies and equipment:** No company supplies or equipment will be used.
- H. Payment rate:** Due to the sensitive nature and the extremely valuable information contained within the “*Custom Solutions Plan of Action Report*”, MICOS GROUP will receive an initial consultation payment of **\$ 200.00**
- I. Expenses:** All additional expenses will be discussed and billed in accordance to Section 2 of the “*MICOS GROUP PROFESSIONAL SERVICE AGREEMENT*”.
- J. Payment terms:** Due to the sensitive nature and the extremely valuable information contained within the “*Custom Solutions Plan of Action Report*” the **\$200.00** payment must be paid full in advance.

Full Name: _____	Billing Address: _____
Card Type: (circle one) <u>Visa, Mastercard, Discover, American Express</u>	City: _____
Credit Card Number: _____	State/Province: _____
Credit Card Verification Number (CV2 Code) _____	Zip/Postal Code: _____
Phone Number: _____	Email Address: _____