

# CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is made and entered into as of March 15, 2023 (the "Effective Date"), by and between:

**STRATEGIC BUSINESS ADVISORS, LLC**, a limited liability company organized under the laws of the State of Illinois, with its principal place of business at 345 Consultant Row, Chicago, IL 60601 ("Consultant")

and

**GROWTECH ENTERPRISES, INC.**, a corporation organized under the laws of the State of Michigan, with its principal place of business at 789 Innovation Drive, Detroit, MI 48226 ("Client").

## 1. SCOPE OF SERVICES

1.1 Consultant shall provide business strategy consulting services (the "Services") to Client as described in Exhibit A, attached hereto and incorporated by reference.

1.2 Any additional services not specified in Exhibit A shall be negotiated and agreed upon in writing by both parties prior to commencement of such services.

## 2. TERM

2.1 This Agreement shall commence on the Effective Date and shall continue for a period of twelve (12) months, unless earlier terminated as provided herein (the "Term").

2.2 This Agreement may be extended for additional periods upon mutual written agreement of the parties.

## 3. COMPENSATION AND PAYMENT

3.1 Client shall pay Consultant a monthly retainer fee of \$12,500 for the Services.

3.2 Consultant shall invoice Client on the first business day of each month, and Client shall pay such invoices within fifteen (15) days of receipt.

3.3 Client shall reimburse Consultant for all reasonable and pre-approved expenses incurred in connection with the Services, provided that Consultant submits documentation of such expenses.

3.4 Late payments shall accrue interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

## **4. INDEPENDENT CONTRACTOR RELATIONSHIP**

4.1 Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of Client.

4.2 Consultant shall be responsible for all taxes, insurance, and other expenses related to Consultant's business.

4.3 Neither Consultant nor any of its employees or contractors shall be entitled to any benefits provided by Client to its employees.

## **5. CONFIDENTIALITY**

5.1 During the Term and for a period of three (3) years thereafter, Consultant shall maintain in strict confidence all proprietary and confidential information of Client disclosed to Consultant in connection with this Agreement.

5.2 Consultant shall use confidential information solely for the purpose of providing the Services and shall not disclose such information to any third party without Client's prior written consent.

5.3 Upon termination of this Agreement, Consultant shall return or destroy all confidential information as requested by Client.

## **6. INTELLECTUAL PROPERTY**

6.1 All deliverables, reports, analyses, and other work product created by Consultant in the performance of the Services (collectively, the "Deliverables") shall be owned exclusively by Client.

6.2 Consultant hereby assigns to Client all right, title, and interest in and to the Deliverables, including all intellectual property rights therein.

6.3 Consultant shall execute any documents reasonably requested by Client to evidence such assignment.

## **7. TERMINATION**

7.1 Either party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party.

7.2 Either party may terminate this Agreement immediately for cause if the other party materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice thereof.

7.3 Upon termination, Client shall pay Consultant for all Services performed and expenses incurred up to the effective date of termination.

## **8. LIMITATION OF LIABILITY**

8.1 In no event shall either party be liable for any indirect, special, incidental, consequential, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages.

8.2 Each party's total liability under this Agreement shall not exceed the total amount paid or payable by Client to Consultant under this Agreement.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

9.2 Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration conducted in Chicago, Illinois, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

## **10. MISCELLANEOUS**

10.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

10.2 This Agreement may not be amended except by a written instrument signed by both parties.

10.3 Neither party may assign this Agreement without the prior written consent of the other party.

10.4 All notices under this Agreement shall be in writing and shall be delivered by hand, certified mail, or overnight courier to the addresses set forth above.

10.5 If any provision of this Agreement is held invalid or unenforceable, such provision shall be reformed to the extent necessary to make it valid and enforceable, or if not possible, severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect.

10.6 The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**STRATEGIC BUSINESS ADVISORS, LLC**

By: \_\_\_\_\_ Name: Margaret Thompson Title: Managing  
Partner Date: March 15, 2023

**GROWTECH ENTERPRISES, INC.**

By: \_\_\_\_\_ Name: David Chen Title: Chief Executive Officer  
Date: March 15, 2023