# Izba Consulting Terms of Use

## Last Updated: Jun 16, 2025

These Terms of Use ("Terms") govern your access to and use of consulting services, communications, reports, proposals, and related deliverables provided by Izba Consulting, LLC ("Izba Consulting," "we," "our," or "us"). Izba Consulting is a wholly owned subsidiary of Izba Group, LLC.

By engaging with our consulting services, you agree to be bound by these Terms. If you do not agree, please do not use our services.

## 1. Scope of Services

Izba Consulting provides strategic, operational, and supply chain advisory services to companies in various industries. All services are defined in separate Statements of Work ("SOWs") or written agreements and are subject to the terms outlined herein unless otherwise agreed in writing.

## 2. Relationship to Izba Group

Izba Consulting is a Delaware-based company operating as part of the Izba Group, a New Jersey company located at:

## 322 W 5th Street #109, Marysville, OH 43040

While Izba Group provides shared infrastructure and personnel, Izba Consulting maintains ownership of its consulting deliverables, client data, and intellectual property unless otherwise agreed by contract.

## 3. Confidentiality

Both parties agree to maintain strict confidentiality regarding any non-public information exchanged during the course of an engagement. This includes business strategies, technical data, financial details, and other proprietary information.

Each party shall:

- Use the confidential information only for purposes of the engagement;
- Restrict disclosure to employees or agents with a need to know;
- Maintain safeguards consistent with industry standards.

## 4. Client Responsibilities

Clients agree to:

- Provide accurate and timely information relevant to the engagement;
- Cooperate with Izba Consulting personnel;
- Review and approve deliverables in a timely manner.

#### 5. Deliverables and Intellectual Property

Unless otherwise specified in a signed agreement:

- Work product and deliverables are for the exclusive use of the client engaging Izba Consulting;
- Pre-existing tools, templates, or frameworks developed by Izba Consulting or Izba Group remain their respective property;
- Deliverables may not be redistributed, resold, or reused outside the scope of the engagement without written consent.

## 6. Payment Terms

Fees for services are defined in each SOW or proposal. Common payment models include:

- Hourly billing in arrears;
- Flat-fee project pricing;
- Monthly retainers.

Invoices are payable within 15 days unless otherwise stated. Late payments may result in service suspension or interest charges.

#### 7. Limitation of Liability

To the fullest extent permitted by law, Izba Consulting's total liability arising out of or in connection with any engagement will not exceed the fees paid by the client for the specific engagement giving rise to the claim.

In no event shall Izba Consulting be liable for indirect, incidental, special, or consequential damages, including loss of profits or business interruption.

#### 8. Indemnification

Clients agree to indemnify and hold harmless Izba Consulting, its employees, and affiliates from any third-party claims arising out of:

- The client's use or misuse of the Services;
- Any material breach of these Terms;
- Any misrepresentation of data or information provided by the client.

## 9. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of the State of Delaware. Any disputes shall be resolved first through good-faith negotiations. If unresolved, the parties agree to submit to binding mediation in Delaware. If mediation fails, exclusive jurisdiction shall lie in the courts of Delaware.

## 10. Modifications

Izba Consulting may update these Terms from time to time. Updated Terms will be posted and will apply to any future engagements. Continued use of our Services after updates constitutes acceptance.

# Contact

# Izba Consulting, LLC

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