Consulting Agreement

Warehouse and fulfillment operations improvement, a 12-week engagement starting January 18, 2027.

BETWEEN

Northbridge Advisory LLC
Elena Varga
+1 617 555 0126
elena@northbridgeadvisory.example
75 State St, Suite 1100, Boston, MA 02109

AND

Copperline Foods, Inc.
Rachel Moreno
+1 508 555 0154
rmoreno@copperlinefoods.example
400 Southbridge St, Worcester, MA 01610

Terms of engagement

1. Services

1.1 The Consultant will provide the services in Schedule A (the Services) to the Client.

1.2 Work outside Schedule A is done only under a written change order signed by both parties, with its own fee.

2. Term

2.1 This Agreement starts on January 18, 2027 and ends when the Services are complete, planned for April 9, 2027, unless ended earlier under clause 10.

3. Fees and expenses

3.1 The Client will pay the fixed fees in Schedule B. Fees are fixed per phase and do not change with the hours the Consultant spends.

3.2 Travel outside Greater Boston and Worcester is reimbursed at cost with receipts, up to $4,500 in total unless the Client agrees in writing to more.

4. Client responsibilities

4.1 The Client will name a project sponsor, give timely access to its sites, people and data, and make decisions within 5 working days of a request. Delays caused by late access or decisions may move the dates in Schedule A.

Information and ownership

5. Confidentiality

5.1 Each party will keep the other's confidential information private and use it only for this Agreement. This duty lasts 3 years after the Agreement ends.

5.2 It does not cover information that is public, already known to the receiving party, or required to be disclosed by law.

6. Ownership of deliverables

6.1 When paid in full, the Client owns the deliverables in Schedule A, including reports, layouts and models.

6.2 The Consultant keeps its own pre-existing tools, templates and methods, and grants the Client a perpetual license to use them as part of the deliverables.

7. Independent contractor

7.1 The Consultant is an independent contractor. Its staff are not employees of the Client and the Consultant is responsible for their pay, taxes and insurance.

8. Non-solicitation

8.1 During the engagement and for 12 months after, neither party will hire the other's staff who worked on this engagement without written consent.

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Liability and ending the agreement

9. Limit of liability

9.1 Except for breach of confidentiality, each party's total liability under this Agreement is limited to the fees paid or payable under it. Neither party is liable for lost profits or indirect losses.

10. Termination

10.1 Either party may end this Agreement with 14 days' written notice. The Client will pay for Services performed up to the end date, pro rata for the phase in progress, and approved expenses.

11. Governing law

11.1 This Agreement is governed by the laws of the Commonwealth of Massachusetts.

12. Entire agreement

12.1 This Agreement and its Schedules A to C are the whole agreement between the parties and replace any earlier proposal. Changes must be in writing and signed by both parties.

Signed

Signed by authorized representatives of both parties. Please sign by Jan 15, 2027 to hold the January 18 start.

CUSTOMER

_____

SIGNATURE

Copperline Foods, Inc.
Name: _____

Date: ____ / ____ / _____

SUPPLIER

_____

SIGNATURE

Northbridge Advisory LLC
Name: _____

Date: ____ / ____ / _____

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Schedule A: Services

Copperline's Worcester plant ships 1,900 orders a day from one warehouse. The goal is to raise on-time shipping from 91% to 98% without adding a shift.

Included

- Warehouse and fulfillment operations at 400 Southbridge St
- Order picking, packing and outbound staging
- Slotting of the 2,400 active SKUs
- Labor plan for the two existing shifts
- Training of shift leads on the new process

Not included

- Production lines and inbound receiving
- Selecting or installing new software
- Building works or racking purchases
- Hiring or managing Client staff

Recommendations needing capital spend come with a cost estimate for the Client to decide on.

Phases and deliverables

PHASE	TASKS	DELIVERABLES
Diagnostic Weeks 1–3	• Time studies on both shifts • Order and SKU data analysis • Interviews with 20 staff	• Baseline report • Top 10 causes of late orders
Design Weeks 4–7	• Future-state layout • Slotting by pick velocity • Labor model by hour	• Layout and slotting plan • Labor plan • Business case
Implementation support Weeks 8–12	• Re-slot in 3 waves • Train shift leads • Daily KPI board	• Trained leads • KPI dashboard • Handover report

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Schedule B: Fees

Fixed fees per phase. Expenses are billed separately at cost, up to the cap in clause 3.

#	ITEM	QTY	PRICE	DISC.	TAX	TOTAL
	Phase 1, Diagnostic					
1	**Diagnostic of warehouse and fulfillment operations, weeks 1–3** Code: PH-1	1 phase	$24,000.00	–	0%	$24,000.00
				Subtotal: Phase 1, Diagnostic		**$24,000.00**
	Phase 2, Design					
2	**Design of the future-state layout, slotting and labor plan, weeks 4–7** Code: PH-2	1 phase	$32,000.00	–	0%	$32,000.00
				Subtotal: Phase 2, Design		**$32,000.00**
	Phase 3, Implementation support					
3	**Implementation support and handover, weeks 8–12** Code: PH-3	1 phase	$28,000.00	–	0%	$28,000.00
				Subtotal: Phase 3, Implementation support		**$28,000.00**

Subtotal	$84,000.00
Sales tax (none on consulting services)	$0.00
Contract price	**$84,000.00**

Invoicing

Each phase is invoiced when its deliverables are accepted. Payment is due within 30 days of the invoice.

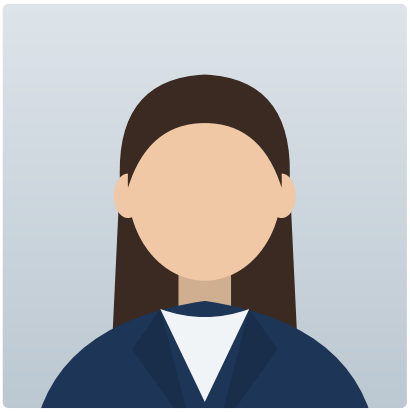
MILESTONE	DUE	SHARE	AMOUNT
1. Phase 1 On acceptance of the baseline report	Invoiced Feb 5	29%	$24,000.00
2. Phase 2 On acceptance of the design	Invoiced Mar 5	38%	$32,000.00
3. Phase 3 On the handover report	Invoiced Apr 9	33%	$28,000.00
Contract price		**100%**	**$84,000.00**

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Schedule C: Team and governance

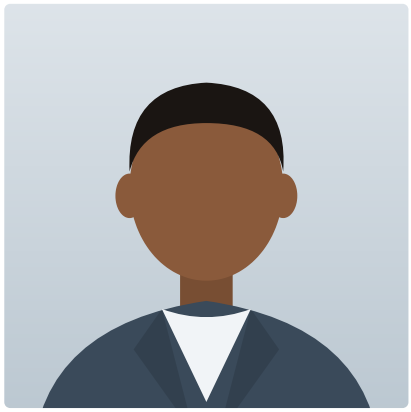
The Consultant will not replace these people without the Client's consent, which will not be unreasonably withheld.



Elena Varga

Engagement partner

Leads the engagement and the steering committee. 18 years in supply chain operations.



Samuel Okoye

Operations consultant

On site 4 days a week. Former distribution center manager.



Priya Nair

Analyst

Order, SKU and labor data. Builds the slotting and labor models.

Meetings

MEETING	WHO	WHEN
Steering committee	COO, plant manager, engagement partner	End of each phase
Weekly status	Project sponsor, consulting team	Mondays, 30 minutes
Shift huddles	Shift leads, Samuel Okoye	Daily in weeks 8–12

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