Knight Ops Solutions℠
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Knight Ops Solutions Free Assessment Terms & Conditions

July 17, 2025

This document outlines the Terms & Conditions ("**Terms and Conditions**") for the Free Assessment ("Assessment") offered by **Knight Ops Solutions LLC** (the "Consultant") to prospective clients (the "**Prospective Client**").

1. Eligible Participants. The Assessment is available exclusively to business entities duly organized and in good standing under the laws of any U.S. state or the District of Columbia.

2. Prospective Client's Cost for the Assessment. The Assessment is a complimentary service provided by the Consultant to Prospective Clients at no cost.

3. Purpose of the Assessment. The Assessment provides the Potential Client with a high-level, non-binding overview of potential improvement opportunities in their supply chain and operations. The Assessment is intended to identify areas where the Consultant's expertise may be beneficial to Potential Client and gauges mutual fit for potential future engagements with Potential Client.

4. Scope of the Assessment. The Assessment will consist of a online or a phone call/conference call for up to 30 minutes. During this Assessment, the Consultant will likely:
   - Engage in a dialogue to understand the Potential Client's current supply chain and operations processes, challenges, and goals.
   - Ask questions to gather relevant information regarding the Potential Client's supply chain and operations, such as, but not limited to, integrated planning, inventory management, or other supply chain and operations related functions/elements.
   - Provide high-level, initial observations and insights based on the information shared.

5. Confidentiality. During the Assessment, the Consultant suggests that the Potential Client does not voluntarily disclose confidential or proprietary information ("**Confidential Information**"). The Consultant acknowledges that the Potential Client may choose to voluntarily disclose Confidential Information during the Assessment. The Consultant shall attempt to keep all Confidential Information voluntarily disclosed by the Potential Client during the Assessment strictly confidential. The Consultant shall not disclose any such information to any third party without the Potential Client's prior written consent. The Consultant will only use the voluntarily disclosed Confidential Information for conducting the Assessment.

6. Disclaimer of Liability and Warranties. The Assessment is for informational purposes only and does not constitute legal, financial, or operational advice. No warranties are expressed or implied about the accuracy or completeness of the Assessment. Participation in the Assessment does not create a client/consultant relationship unless a client/consultant relationship confirmed in writing in a separate and binding agreement. Results from the Assessment may vary based on the Potential Client's specific business conditions. The Potential Client acknowledges and agrees that the Consultant is not liable for any direct, indirect, incidental, special, or consequential damages arising from the Potential Client's reliance on or use of any insights or observations shared by the Consultant during the Assessment.

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7. No Reliance and Disclaimer. The Assessment is delivered strictly "as-is" and is for informational purposes only. The Prospective Client expressly acknowledges that it may not rely on the Assessment for any business, legal, financial, or operational decision without obtaining independent advice. The Consultant disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, or non-infringement.

8. No Liability. The Consultant shall have no liability whatsoever for any claims, losses, damages, or expenses arising out of or in connection with the Assessment, whether such claims are based in contract, tort (including negligence), strict liability, or otherwise.

9. Data Privacy and Retention. The Consultant will adhere to the Consultant's privacy policy (available at https://knightopssolutions.com) regarding the collection, storage, and use of information voluntarily shared by the Potential Client before and during the Assessment.

10. Intellectual Property. All materials, tools, frameworks, and methodologies shared or referenced by the Consultant during the Assessment remain the intellectual property of the Consultant. No license, right, or interest is granted to the Prospective Client except as expressly provided in a subsequent written agreement.

11. Entire Agreement. This document represents the entire Terms and Conditions between the Parties regarding the Assessment and supersedes all prior discussions, negotiations, or representations, whether oral or written.

12. Governing Law and Jurisdiction. These Terms and Conditions are governed by and construed in accordance with the laws of South Carolina. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the State of South Carolina, County of Anderson. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

13. Acceptance. By participating in the Assessment, the Prospective Client acknowledges that it has read, understands, and agrees to be bound by these Terms and Conditions. No additional terms proposed by the Prospective Client shall apply unless expressly agreed in writing.

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