

**INDUSTRY INNOVATION AND INTELLIGENCE, INC.  
CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the “**Effective Date**”), by and between Industry Innovation and Intelligence, Inc., a North Carolina corporation with offices at 13515 Serenity Street, NC 28078 (“**3Iinc**”) and \_\_\_\_\_, a \_\_\_\_\_ corporation with offices at \_\_\_\_\_ (“**Client**”). 3Iinc and Client are referred to herein collectively as the “**Parties**” and individually as a “**Party**”.

**STATEMENT OF PURPOSE:**

Client desires to engage 3Iinc solely in the capacity of an independent contractor, to perform certain services for Client and 3Iinc desires to act in such capacity; all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the aforesaid Statement of Purpose, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

- 1. Engagement of 3Iinc.** 3Iinc hereby agrees to provide Client certain services to be performed hereunder are set forth on **Exhibit A** (collectively referred to, with any other services subsequently contracted for hereunder, as the “**Service(s)**”) which is attached hereto and made a part hereof. Nothing contained in this Agreement shall preclude Client from obtaining similar or other services from other providers or providing those services itself. 3Iinc will be held accountable and liable to Client for the Service(s) hereunder, which accountability and liability shall survive this Agreement’ termination.
- 2. Authority of 3Iinc.** The authority of 3Iinc hereunder is limited to performing the Service(s). 3Iinc does not have, and shall not hold itself out as having, any right, power or authority, in any manner, to (a) commit or bind Client without Client’s prior written consent, (b) otherwise create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon Client or (c) accept legal process on behalf of Client.
- 3. Representations and Warranties of 3Iinc.** 3Iinc represents, warrants, and agrees:
  - (a) 3Iinc will comply with all applicable laws, regulations, and orders of any governmental entity or body with recognized jurisdiction over 3Iinc or over the performance of the Service(s).
  - (b) 3Iinc is not restricted by any agreements or covenants binding on 3Iinc that impose restrictions or other similar restraints on 3Iinc’s provision of the Service(s) to Client.
- 4. Additional Terms and Conditions.**
  - (a) During the term of this Agreement and subject to the terms and conditions set forth herein, 3Iinc shall diligently and in good faith use its best efforts to perform the Service(s) (i) in a prompt, timely and competent manner; and (ii) otherwise in conformity with commercially reasonable standards.
  - (b) 3Iinc shall (i) maintain, and cooperate with Client in maintaining, good relations with Client’s customers and the general public, (ii) in all respects conduct the Service(s) in compliance with high ethical business standards, and (iii) take no action, or make no preparation to take any action, that would reasonably be expected to adversely affect Client or Client’s business and reputation.

5. **Term; Termination.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either Party or in accordance with the terms of the Agreement as provided in this paragraph.
  - (a) Termination at Consulting Period End. This Agreement may be terminated in accordance with the end of a term associated with the Hour, Day or Retained Rate selected by Client and as described in Exhibit A.
  - (b) Termination for Breach. Notwithstanding the foregoing, if a Party is in breach or default of any obligation under this Agreement, then the non-breaching Party may give the breaching Party written notice of the same. Unless, within ten (10) days after receipt of such written notice, the Party that is in breach or default cures such breach or default to the satisfaction of the non-breaching Party, the non-breaching Party shall have the right to terminate the Agreement effective immediately upon a subsequent written notice to the breaching Party.
  - (c) Additional Client Rights upon Breach by 3Iinc. 3Iinc acknowledges that the restrictions contained in this Agreement are reasonably necessary to protect the legitimate interests of Client and that any violation hereof will result in irreparable injury to Client. Accordingly, Client, in addition to any other remedies Client may have at law or in equity, shall be entitled to a restraining order, injunction or other similar remedy in order to specifically enforce this Agreement and to recover Client's reasonable attorneys' fees.
6. **Compensation.** During this Agreement's Term, for Service(s) rendered in accordance herewith, Client shall pay to 3Iinc compensation as described on **Exhibit A ("Compensation")**.
7. **Inventions, Designs, Documents, Marks, Names and Trade Secrets.** All inventions, designs, documents, marks, names, improvements, discoveries, products, trade secrets and other information produced by 3Iinc under this Agreement shall be in the public domain and for public consumption and use by any party. 3Iinc agrees not to provide information in delivering the Service(s) which is confidential, proprietary or otherwise restricted from public use.
8. **Confidentiality.** The Client may from time to time, subject to the terms hereof and in its sole discretion, supply to 3Iinc or its Representatives (as defined below) confidential information, including without limitation, financial, marketing, product development, legal and other information relating to Client's business in connection with 3Iinc providing Client the Service(s) (such information hereinafter singularly and collectively referred to as "Confidential Information"). All information supplied to 3Iinc by Client and identified in writing as "confidential" shall be deemed Confidential Information. Despite the foregoing, information will not be considered Confidential Information if it (i) was in the possession of 3Iinc at the time of disclosure, (ii) the information was, is or becomes generally available to the public other than as a result of breach of this Agreement by 3Iinc, or (iii) is developed or acquired independently by the 3Iinc without reliance on or reference to Confidential Information. Client wishes to safeguard this Confidential Information and to be assured that it will be maintained in confidence. Therefore, in consideration of the disclosure of the Confidential Information by Client to 3Iinc, 3Iinc agrees to the following:
  - a. 3Iinc shall keep Confidential Information confidential and it shall not be disclosed to any third party without the prior written consent of Client (email being sufficient), unless requested or required by Law (as defined below). If 3Iinc is requested or required to disclose any Confidential Information pursuant to any applicable law, rule or regulation or a subpoena, court order, similar judicial process, regulatory agency or stock exchange rule, government statute, or by any judicial or administrative body having authority to require such disclosure ("Law"), if not prohibited by applicable Law, 3Iinc will promptly notify Client of any such requirement so that Client may seek an appropriate protective order or waive compliance with the provisions of this Agreement (at the Client's sole cost and expense). If such order is not obtained, or Client waives compliance with the provisions of this Agreement, 3Iinc may disclose only that portion of the Confidential Information which it is legally required to so disclose. Moreover, if permitted by applicable Law, any Confidential Information that is so disclosed shall be identified as

confidential, proprietary material subject to the terms of this Agreement, and 3Iinc will use reasonable efforts to protect the confidentiality of the Confidential Information, including through the proposal and, if reasonably possible, the execution and approval by the relevant governing tribunal (if any), of a confidentiality agreement and order that limits the use of any Confidential Information to the proceeding in which it is then required to be produced.

- b. 3Iinc shall not use or reproduce Confidential Information for any purpose other than to provide the Service(s) described herein (the "Purpose").
  - c. 3Iinc shall safeguard all Confidential Information with at least the same degree of care with which it protects its own most highly confidential information, which degree of care shall in no event be less than that which is commercially reasonable under the circumstances.
  - d. 3Iinc shall make no more copies of documents or other tangible forms of Confidential Information than are necessary for 3Iinc to provide Client the Service(s) described herein.
  - e. 3Iinc shall limit access to the Confidential Information to those of its officers, employees, directors, auditors, accountants, risk participants, financial advisors, current or potential lending and/or funding sources, legal advisors, consultants and agents employed or otherwise retained by 3Iinc (those who actually receive Confidential Information, collectively "Representatives"), who have a need to know in connection with the Purpose. 3Iinc shall inform all such persons of the Confidentiality terms of this Agreement and shall cause their compliance with the Confidentiality terms contained herein applicable to Representatives, and shall take reasonable measures to restrain Representatives from any unauthorized disclosure or improper use of the Confidential Information.
- 9. Indemnification.** 3Iinc agrees to indemnify and hold Client and Client's directors, officers, managers, members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against, and pay, any and all losses, claims, demands, liabilities and damages (including without limitation reasonable attorneys' fees and court costs), in any manner arising out of, relating to or in connection with (i) negligence or willful misconduct of 3Iinc in the performance of the Service(s) and (ii) any breach by 3Iinc of any provision of this Agreement.
- 10. Assignment.** This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party.
- 11. Independent Contractor Status.**
- a. Classification. 3Iinc represents, warrants, and agrees that 3Iinc, its principals or any other employers of 3Iinc are not employees of Client. 3Iinc has been engaged by Client as an independent contractor to provide the Service(s) to Client in execution of the terms and conditions of this Agreement which shall be interpreted and construed accordingly. Except as expressly provided in this Agreement, Client shall not have the right to require 3Iinc to conduct its activities in a manner that would prejudice the independent contractor relationship of the Parties. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the Parties hereto.
  - b. Expenses; Taxes. 3Iinc shall be liable for 3Iinc's own expenses, debts, obligations, acts, and omissions. As an independent contractor, 3Iinc is responsible for filing any required tax returns and paying all taxes, including social security and other self-employment taxes, as may be required by law or regulations.
  - c. No Rights in Client Plans. 3Iinc expressly acknowledges and agrees that 3Iinc is an independent contractor and is not eligible for coverage under any Client benefit plan including, but not limited to, pension, profit-sharing, health, dental, welfare or similar plans, which are generally limited to Client employees, and that 3Iinc is not eligible for or entitled to any other compensation or reimbursement from Client for the Service(s), except as specifically provided in this Agreement. 3Iinc also will not be covered by any Client-sponsored insurance plan, including workers' compensation insurance coverage.

**13. Miscellaneous.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This Agreement constitutes the entire agreement between 3Iinc and Client with respect to the subject matter of such this Agreement and supersedes any and all prior and contemporaneous agreements (whether written or oral and whether express or implied) between them to the extent related to the subject matter of this Agreement. No amendment or modification of any provision of this Agreement will be valid unless the amendment or modification is in writing and signed by the Parties. This Agreement shall be subject to and governed by the laws of the State of North Carolina, without regard to its principles governing conflict of laws.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, all as of the day and year first above written.

**“3Iinc” INDUSTRY INNOVATION AND INTELLIGENCE, INC.**

By:   
Name: David A. Doctor  
Title: President & CEO

**“Client” [INSERT CLIENT LEGAL NAME]**

By: [INSERT Client Signature]  
Name: [INSERT Client Officer Name]  
Title: [INSERT Client Officer Title]

## Exhibit A

### INNOVATION AND INTELLIGENCE, INC. CONSULTING AGREEMENT

1. **Service(s):** 3Iinc shall provide Client the Service(s) described below by the 3Iinc professional(s) listed below in accordance with the terms of this Agreement and this Exhibit A.

*[Client to insert detailed description of Service(s) and list the 3Iinc professional(s) to perform such services]*

2. **Term:** The Service(s) shall be provided Client by 3Iinc on the basis of a \_\_\_\_\_ Rate *[Client to insert the name of the Rate from the list of Rates below]*. 3Iinc bills only for Service(s) or hours authorized by Client in writing in advance. Notices shall be in writing with email accepted.
  - a. **Hour Rate** – An “Hour” is defined as 60 minutes. In the event 3Iinc’s work for Client consumes less than one Hour, one Hour shall be billed at the Hour Rate. In the event 3Iinc’s work consumes multiple Hours and concludes with a fractional Hour, 3Iinc shall bill for the fractional Hour at the Hour Rate rounded to the nearest half Hour of time consumed. Service under this Rate may be terminated by the client upon one business day notice or by 3Iinc upon seven business days’ notice.
  - b. **Day Rate** - defined as 8 or more Hours in a calendar day, shall be billed at the Day Rate. Time expended beyond 8 hours in a calendar day shall be billed at the hourly rate specified for the Day Rate. Service under this Rate may be terminated by the client upon one business day notice or by 3Iinc upon seven business days’ notice.
  - c. **6 Month Retained Rate or 12 Month Retained Rate** – 3Iinc shall provide Client a minimum of two (2) Days of the Service(s) each month for six calendar months or twelve calendar months, selected by Client in advance of providing the service, from this Agreement’s effective date. Time unexpended by 3Iinc of the two (2) days per month may at the Client’s discretion be carried forward to the succeeding month, except at the end of the retained period. 3Iinc time expended in providing Client the Service(s) in excess of two (2) days per calendar month may at Client’s discretion be billed at the appropriate Retained Daily Term Rate or Retained Hourly Term Rate, as appropriate. The Retained Term may be terminated effective with the end of the Retained Term by Client or 3Iinc or renewed by the Parties not later than 30 days prior to the end of the Retained Term. Absent initiated termination or renewal, a Retained Term will automatically terminate at the end of the Retained Term.
3. **Compensation:**
  - a. **Hourly Term Rate** – is billed at a rate of \$200 per Hour. 3Iinc Hourly compensation is invoiced upon completion of the work, but not later than at the end of each calendar month, and is due net 15 calendar days from the date of the invoice.
  - b. **Daily Term Rate** – is billed at a minimum rate of one day at a rate of \$1,400 per day and for any 3Iinc time expended providing Client the Service(s) in a calendar day in excess of 8 hours at a rate of \$175 per Hour. 3Iinc Daily compensation is invoiced upon completion of the work, but not later than at the end of each calendar month, and is due net 15 calendar days from the date of the invoice.
  - c. **6 Month Retained Period Rate** – is billed at a cost of \$1,300 per day and at a rate of \$162.50 per hour for 3Iinc time expended providing Client the Service(s) in excess of 16 hours per calendar month. Time is recorded and invoiced in daily and hourly increments with hours being rounded to the nearest whole hour. 3Iinc 6 Month Retained monthly compensation is invoiced in advance of each retained month and is due not later than the end of each retained month.

d. **12 Month Retained Period Rate** - is billed at a cost of \$1,200 per day and at a rate of \$150.00 per hour for 3Iinc time expended providing Client the Service(s) in excess of 16 hours per calendar month. Time is recorded and invoiced in daily and hourly increments with hours being rounded to the nearest whole hour. 3Iinc 12 Month Retained monthly compensation is invoiced in advance of each retained month and is due not later than the end of each retained month.

4. **Travel Expense Reimbursement:** Time expended and travel expense incurred traveling on Client's behalf within the Charlotte Metro area is not billed. 3Iinc time expended in traveling to a work location outside the Charlotte Metro area while providing Client the Service(s) is accounted for as appropriate for the Term and is invoiced at a 35% discount of the appropriate Rate. 3Iinc's reasonably incurred actual travel expense is invoiced by 3Iinc coincidental with its Compensation invoice and reimbursed by Client in accordance with the terms of the invoice. 3Iinc domestic air travel is by coach on carriers and at days, times and rates agreeable with Client. 3Iinc trans-oceanic eastbound air travel is by business class with all other international travel by coach; all on carriers and at days, times and rates agreeable with Client. Lodging and rental cars are procured by 3Iinc at rates comparable to those allowed for U.S. federal government employees. Mileage is reimbursed at the applicable U.S. federal rate.

**"3Iinc" INDUSTRY INNOVATION AND INTELLIGENCE, INC.**

By:   
Name: David A. Doctor  
Title: President & CEO

**"Client" [INSERT CLIENT LEGAL NAME]**

By: [INSERT Client Signature]  
Name: [INSERT Client Officer Name]  
Title: [INSERT Client Officer Title]