Consulting Agreement

This Agreement ("Agreement") is made and entered into effective as of 12 April 2019, between AviaGlobal Group, LLC (“AviaGlobal” or “Consultant”) and R. A. Miller Industries, Inc. (RAMI) ("RAMI" or “Client”) and sets forth the terms and conditions under which the AviaGlobal shall provide services to the RAMI on a contract basis. The terms and conditions of this Agreement are as follows:

# AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, BETWEEN:

# CLIENT

R. A. Miller Industries, Inc. (RAMI)

14500 168th Ave

Grand Haven, MI 49417

(the "Client")

# CONSULTANT

AviaGlobal Group LLC

33210 North 12th Street

Phoenix, AZ 85085

(the "Consultant")

# PROJECT

## Overview

AviaGlobal Group LLC will provide business development, sales assistance and representation to R.A. Miller Industries, Inc. (RAMI) for the purpose of creating and enhancing exposure to European-based customers of interest, and which, when fully executed, will result in sustainable, measurable revenue increases for RAMI. As proposed, Phase One of a multi-phased program, AviaGlobal Group will, in several steps, create a business analysis of RAMI products and markets applicable to European customers, perform preliminary discrete preliminary investigations to test the analysis hypothesis and create and present a Capture Plan to focus business development for RAMI products in Europe. Additionally, in a parallel task, AviaGlobal Group will provide assistance, sales support and client development support for RAMI near-term opportunities with Thales Military.

AviaGlobal Group expects to work throughout this project in close coordination with RAMI. Initially, and due to the critical nature of the effort, a weekly activity report summary will be provided to supplement the formal deliverables detailed herein. Report frequency may be changed as required by RAMI.

A summary of the envisioned phases is presented here; however, this document and agreement focus is on Phase One.

## Phases of activity:

### Phase One – Launch, Chase and Capture Plan Development and Presentation:

#### Objectives:

Develop an approved Launch, Chase and Capture Plan for introducing RAMI product into the addressable European marketplace aimed at primarily aircraft and avionics OEMs. This includes detailed identification of preliminary target accounts and characterization of the addressable markets by segment. Should Phase One suggest that this market is inaccessible to RAMI, the final report will provide substantiation of this conclusion.

### Phase Two – Capture Plan Execution:

#### Objectives:

Execute Capture Plan for introducing RAMI product into the European marketplace with aircraft and avionics OEMs, based on the prioritized initial preliminary targets

### Phase Three – RAMI Representation:

#### Objectives:

AviaGlobal Group will continue to follow-up on behalf of RAMI to continue to foster client relationships, probe clients for upcoming new development activities, make periodic visits and fulfill the tasks outlines in a mutually agreed-to Statement of Work. Expansion of the European business base is a desired outcome.

## Phase One – Launch, Chase and Capture Plan Development and Presentation:

### Step One – Business Analysis:

#### Objective:

AviaGlobal Group will create a business analysis of RAMI products and markets applicable to western, central and eastern European customers.

#### Details:

Subsequent to receiving product training from RAMI, AviaGlobal Group will develop a Business Analysis that will include:

* Product line assessment – Best fit for RAMI products with prioritized target customer
* Competitive assessment – Who and what are the barriers to entry and methods to mitigate
* Examples of key opportunities and (Note that the list of targets will likely increase due to discovery in Phase 1):
  + Airbus & Airbus Helicopters
  + Thales (civil and military business activities
  + Helicopter Operators (civil and military)
  + Civil and military MRO facilities

AviaGlobal Group will consider key target customer’s utilization of antenna products similar to RAMI capabilities, competitive and supply chain implications of current sourcing, SWOT analysis to present an assessment of the European marketplace accessibility to RAMI products.

#### Deliverables:

A business analysis presentation will be prepared and delivered to RAMI. A debrief of the findings will be conducted via Zoom/Skype with local AviaGlobal Group principals on-site.

#### Schedule:

AviaGlobal Group expects that Step One will be one and a half (1.5) months duration

### Step Two – Initial Customer Feedback

#### Objective:

Perform market validation and verification of the feasibility study created in Step One

#### Details:

AviaGlobal Group will use the findings developed in Step One, with RAMI feedback incorporated, and test the receptiveness of some key customers to RAMI products. Emphasizing key discriminators developed during Step One, feed back will be gathered in a discrete manner at the Paris Airshow and/or EBACE and through other direct contacts.

#### Deliverables:

The findings of Step Two will be prepared and delivered to RAMI. A debrief of the findings will be conducted via Zoom/Skype with local AviaGlobal Group principals on-site.

#### Schedule:

AviaGlobal Group expects that Step Two will be one (1) month duration and will complete following the Paris Airshow.

### Step Three – Decision Point – European Market Go/No Go

#### Objective:

Using the insights developed during Steps One and Two, AviaGlobal Group will create a present a Decision Point report. In the case of a recommendation to proceed, this will be a Launch, Chase and Capture Plan (Capture Plan) that focuses business development for RAMI products in Europe with the expectation of launch actions staged during the month of September, i.e. following the traditional European summer holiday break in activities. While AviaGlobal Group presupposes a successful business climate for RAMI, should the findings suggest otherwise, AviaGlobal Group will inform RAMI allowing for a go/no go decision. If the findings lead to a recommendation of “No Go”, the report will provide substantiation and background leading to this recommendation.

#### Details:

The Capture Plan will detail a suggested approach, key personnel, timing and key products applicable to the prospective customer list developed during the prior steps.

Key differentiators and competitive products will be identified and a strategy for insinuating RAMI products into the customer’s supply chain will be proposed. Matching customer personnel and RAMI personnel will be suggested. Opportunities for competitive entry (block changes, new product introductions, avionics updates…) will be identified where such knowledge is developed

#### Deliverables:

A final report which will be delivered to RAMI. A formal presentation will be conducted via Zoom/Skype with local AviaGlobal Group principals on-site.

#### Schedule:

AviaGlobal Group expects that Step Three will be one and one half (1.5) month duration and will provide adequate planning time for execution of the Capture plan beginning in September.

### Thales Military (France) – Pursuit

#### Objective:

RAMI has identified Thales Military (France) as a key near-term opportunity. AviaGlobal Group will provide assistance in this pursuit as a parallel activity to the Phase One activities described above.

#### Details:

Subsequent to RAMI providing a briefing on the opportunity, products and initial details, AviaGlobal Group will coordinate …

#### Deliverables:

AviaGlobal Group will …

#### Schedule:

AviaGlobal Group will ...

# FEES

The RAMI will pay the AviaGlobal Group $50,000 US for the Services as follows:

* The first retainer of $20,000 US due to AviaGlobal Group and will be paid by RAMI within ten (10) working days from execution date of this agreement.
* RAMI will pay AviaGlobal Group $10,000 US at \_\_\_\_\_\_\_\_\_
* RAMI will pay AviaGlobal Group the remaining $20,000 US upon receipt and acceptance of the final report.
* Detail accountability to RAMI by AviaGlobal Group for specific work performed shall be mutually agreed.
* Other invoices submitted by the AviaGlobal Group to RAMI are due within 15 days of receipt.
* RAMI will pay AviaGlobal Group on a Time and Materials basis for travel and customer on-site activity for the Thales Military Initiative. Invoicing will be IAW the attached Rate Sheet.

---------------------- we might reduce the attached to a signature page and Rate Sheet ---------------------

# BACKGROUND

A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.

B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

# IN CONSIDERATION OF

the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

# SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
2. Provide services described in the “Summary” above as detailed in a mutually agreed to Statement of Work (SOW).
3. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

# TERM OF AGREEMENT

The term of this renewable Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until:

* The completion of the Services
* The initial agreed to period from April 12, 2019 through September 9, 2019,
* It is expected that the Agreement will be renewed prior to the expiration of the current term and may further be extended with the written consent of the Parties.

In the event that either Party wishes to terminate this Agreement prior to the completion of the Services by means of non-renewal, that Party will be required to provide 30 days' prior to the end of the Term, written notice to the other Party.

# PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

# CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars) and deliverables will be EX Works, Consultant’s Facility, Phoenix, AZ, USA.

# COMPENSATION

The Client will pay the Consultant for the Services per the amounts and schedule listed in “FEES”, herein, and all invoices submitted by Consultant to the Client are due within 15 days of date of the invoice.

In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Consultant.

# REIMBURSEMENT OF EXPENSES

The Consultant will be invoiced monthly for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services. Exceptional expenses must be pre-approved by the Client. The attached Rate Sheet is attached and part of this agreement.

# PENALTIES FOR LATE PAYMENT

Any late payments will trigger a fee of 10.00% per month on the amount still owing.

# CONFIDENTIALITY

The Consultant will abide by the terms of a Non-Disclosure Agreement (“NDA”) executed with the Client if applicable. Notwithstanding:

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.

The Client will allow the Consultant to identify that a client relationship exists for the purpose of promotion and marketing of the Consultant’s services to prospective clients.

All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

# OWNERSHIP OF INTELLECTUAL PROPERTY

Unless otherwise mutually agreed to in writing, all intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

Methodology, procedures and techniques developed by the Consultant during the execution of this Agreement remain property of the Consultant unless otherwise agreed to in writing. In accordance with the Confidentiality provisions herein, the Client data will be deleted from any methodology, procedures and techniques.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

# RETURN OF PROPERTY

Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

# CAPACITY/INDEPENDENT CONTRACTOR

In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee of or agent of the Client. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

# NOTICE

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

## Client:

R. A. Miller Industries, Inc. (RAMI)

14500 168th Ave

Grand Haven, MI 49417

(616) 842-9450

## Consultant:

AviaGlobal Group LLC  
33210 North 12th Street  
Phoenix, AZ USA 85085  
(623) 434-1750

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

# INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

# MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

# TIME OF THE ESSENCE

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

# ASSIGNMENT

The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

# ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

# TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

# GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Arizona.

# SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

# WAIVER

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

## Client: R.A. Miller Industries, Inc.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

## Consultant: AviaGlobal Group LLC

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

# Attachment: Rate Sheet

**2019 Rate Sheet, as applicable and, or modified by consulting agreements**

**Fees: (based on principle location of services)**

**Activities beyond quoted retainer Services: (exclusive of expenses)**

*Coordinated and pre-approved time and material:*

**North America and Europe**

Off-Site Daily Travel: $1,000 / day / principal

Convention Booth: $1,000 / day / principal

**ROW:**

Custom quotation in USD

**Expenses:**

*AviaGlobal Group will make Reasonable efforts to secure competitive air fare, lodging, ground transportation and incidentals:*

**Travel (AviaGlobal Group LLC will arrange and bill or Client pre-pay and arrange):**

Domestic air travel: Actuals (“Coach+, Economy Plus, Premium Economy” seating)

International air travel: Actuals (Business class > 8 hrs total flight time)

Rental Car: Actuals, Intermediate

Tolls & Parking: Actuals

Ground transportation: Actuals – Uber, taxi, train, bus, boat, ferry and personal vehicle $.75 / mile

Lodging: Actuals

**Meals, Entertainment and Incidentals:**

Meals & Incidentals: Actuals or as applicable, GSA Rates

Entertainment: Actuals, preapproved by client

**Incidentals:**

Conference & Convention fees: Actuals (or client pre-pay and arrange)

Membership & subscriptions: Actuals (or client pre-pay and arrange)

Unique software: Client to extend license, access or actual costs

Printing: FedEx Office rates

Shipping: Actuals (in and out)

**Travel Only Days:**

Domestic: $500/ day 48 States, $700 day/ Alaska & Hawaii  
$500/ day intra-Europe

International: $800/ day international for each cumulative 24 hours between departure site and final arrival site.

**Terms:** Net 15, United States Dollars, wire transfer, ACH or credit card, free of fees or bill-back transaction feesEx Works Supplier Facility AviaGlobal Group LLC, Phoenix, AZ

**Details:**

EIN: 83-3660810

DUNS: 117014653

CAGE:

**Payment:**

Mailing Address: 33210 North 12th Street  
Phoenix, AZ USA 85085  
623-434-1750

ACH: