

Consulting Agreement

SUMMARY

AviaGlobal Group LLC agrees to provide business development, sales assistance and representation to R.A. Miller Industries, Inc. (RAMI) for the purpose of increasing exposure to European-based customers of interest. Specifically, AviaGlobal Group will introduce and promote RAMI personnel, products and capabilities to:

- Airbus
- Airbus Helicopters
- Thales
- Orolia ELT and other products
- Axnes
- Helicopter operators and civil and military MRO facilities
- And other initiative of mutual interest

AviaGlobal Group will, in coordination with RAMI, meet independently or jointly, as appropriate, in a business development and sale support role with these principal customers. AviaGlobal Group will provide nominal translation, document review and feedback to RAMI. Where a significant proposal development activity is required, AviaGlobal Group will propose a separate project-based quotation to RAMI. Additionally, AviaGlobal Group will, at the direction of RAMI, provide on-site, direct support of RAMI industry activity, trade shows, at the rates and terms shown on Rate Sheet attachment.

AviaGlobal Group will perform these services on a hybrid retainer-commission basis. RAMI will retain AviaGlobal Group for a rate of \$10,000/month, plus expenses, for a renewing term of six (6) months and will pay a commission of 3% of sales orders secured with these customers for a period of five (5) years from the initiation of each initial purchase order.

Phases of activity:

Phase One:

AviaGlobal Group will develop a statement of work (SOW), based on this Summary and in coordination with RAMI, to define a mutually agreed to European business development activity, and deliver the SOW to RAMI within 30 days after execution an agreement with RAMI. This will include:

- Product line assessment
- Competitive assessment

- Opportunities
- Key opportunities
- Initial project execution plan
- Method of introduction and engagement

Phase Two:

AviaGlobal Group will begin to arrange and schedule introductions for RAMI sales and engineering teams with target company disciplines:

- Supply chain
- Engineering
- Business Development

Phase Three:

Following initial introductions to key customer supply chain and engineering disciplines, 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 the Statement of Work.

Deliverables:

AviaGlobal Group will deliver periodic (monthly, weekly – as defined by the SOW) contact reports, activity and visit reports and key follow-up activities for both RAMI and AviaGlobal Group. Deliveries will be EX Works Consultant Facility, Phoenix, AZ, USA.

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")

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 _____, 20__ through _____, 20__,

Grand Rapids

Phoenix

Strasbourg

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- 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 Consultant will charge the Client for the Services as follows (the "Compensation"):

- The first monthly retainer of \$10,000 US due to Consultant during the term of this agreement of six (6) months shall be invoiced to Client within ten (10) working days from execution date of this agreement.
- Client will pay Consultant payments of \$10,000 US, each payment to be made within five (5) working days of the first day of each month during the term of this agreement and renewable terms of this agreement.
- Detail accountability to Client by Consultant for specific work performed shall be mutually agreed.
- Invoices submitted by the Consultant to the Client are due within 30 days of receipt.

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 reimbursed from time to time 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.

ENUREMENT

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

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 duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Client: R.A. Miller Industries, Inc.

Per: _____ (Seal)

Consultant: AviaGlobal Group LLC

Per: _____ (Seal)

Attachment: Rate Sheet

2019 Rate Sheet

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 fees
Ex 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: