

CONSULTING SERVICES AGREEMENT AGREEMENT

This Consulting Services Agreement (the "Agreement") is entered into on May 1, 2024, between:

Strategic Solutions Consulting Group ("Consultant"), a professional services firm with its principal place of business at
555 Business Center Drive, Chicago, IL 60601

Innovation Manufacturing Inc. ("Client"), a manufacturing company with its principal place of business at 777 Industrial
Way, Detroit, MI 48201

SERVICES TO BE PROVIDED

Project Overview

Consultant shall provide strategic consulting services to assist Client in implementing a comprehensive digital transformation initiative, including process optimization, technology implementation, and change management.

Specific Services

1. Business Process Analysis

- Current state assessment of manufacturing operations
- Gap analysis and improvement recommendations
- Process mapping and documentation

2. Technology Implementation

- ERP system selection and implementation
- IoT sensor integration for predictive maintenance
- Data analytics platform setup

3. Change Management

- Employee training and development programs
- Communication strategy development
- Stakeholder engagement planning

4. Project Management

- Project planning and scheduling
- Risk management and mitigation
- Progress reporting and milestone tracking

PROJECT TIMELINE AND MILESTONES

Phase 1: Discovery and Analysis (Weeks 1-4)

- Complete business process assessment
- Deliver current state report
- Present improvement recommendations

Phase 2: Planning and Design (Weeks 5-8)

- Develop detailed implementation plan
- Create change management strategy
- Finalize technology specifications

Phase 3: Implementation (Weeks 9-20)

- Execute process improvements
- Implement technology solutions
- Conduct training programs

Phase 4: Optimization (Weeks 21-24)

- Monitor and measure results
- Fine-tune processes and systems
- Deliver final project report

COMPENSATION AND PAYMENT TERMS

Professional Fees

Client shall pay Consultant a total fee of \$450,000 USD for all services provided under this Agreement.

Payment Schedule

- **Initial Payment:** \$112,500 USD (25%) due upon Agreement execution
- **Phase 1 Completion:** \$112,500 USD (25%) due upon completion of Phase 1

- **Phase 2 Completion:** \$112,500 USD (25%) due upon completion of Phase 2
- **Final Payment:** \$112,500 USD (25%) due upon project completion

Expenses

Client shall reimburse Consultant for reasonable travel, lodging, and meal expenses incurred in connection with the services, not to exceed \$15,000 USD total.

Late Payment

Payments not received within 30 days of due date shall incur interest at 1.5% per month.

CONSULTANT'S OBLIGATIONS

Personnel

Consultant shall assign qualified personnel to perform the services, including:

- Project Director: Dr. Sarah Chen
- Senior Consultant: Michael Rodriguez
- Technical Specialist: David Kim

Quality Standards

Consultant shall perform all services in a professional manner consistent with industry standards and best practices.

Deliverables

Consultant shall provide the following deliverables:

- Current state assessment report
- Implementation plan and timeline
- Progress reports (bi-weekly)
- Final project report with recommendations

CLIENT'S OBLIGATIONS

Cooperation

Client shall provide reasonable cooperation and access to personnel, facilities, and information necessary for Consultant to perform the services.

Designated Representative

Client designates John Smith, Chief Operations Officer, as the primary contact for all matters relating to this Agreement.

Timely Decisions

Client shall provide timely decisions and approvals required for Consultant to proceed with the services.

CONFIDENTIALITY

Definition

"Confidential Information" means all non-public information disclosed by either party to the other, including but not limited to business plans, financial data, technical specifications, and customer information.

Obligations

Both parties agree to:

- Maintain strict confidentiality of Confidential Information
- Use Confidential Information solely for the purpose of performing obligations under this Agreement
- Not disclose Confidential Information to third parties without prior written consent

Duration

Confidentiality obligations shall survive termination of this Agreement for a period of 5 years.

TERM AND TERMINATION

Term

This Agreement shall commence on May 1, 2024, and continue until completion of all services, estimated to be August 31, 2024.

Termination for Convenience

Either party may terminate this Agreement with 30 days written notice.

Termination for Cause

Either party may terminate this Agreement immediately if the other party materially breaches any provision and fails to cure such breach within 15 days of written notice.

Effect of Termination

Upon termination, Consultant shall be compensated for services performed up to the termination date.

INTELLECTUAL PROPERTY

Work Product

All work product created by Consultant specifically for Client shall be owned by Client upon payment in full.

Pre-existing Materials

Consultant retains ownership of all pre-existing materials, methodologies, and tools used in providing the services.

LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special, or consequential damages arising out of or relating to this Agreement.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois.

SIGNATURES

Strategic Solutions Consulting Group By: _____ Title: Managing Partner Date: May 1, 2024

Innovation Manufacturing Inc. By: _____ Title: Chief Executive Officer Date: May 1, 2024