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INDEPENDENT CONSULTING AGREEMENT

This Independent Consulting Agreement ("Agreement") is entered into on April 5, 2024, between StartupAccelerator Ventures LLC, a Delaware limited liability company ("Company"), and Dr. Patricia Williams, an individual consultant ("Consultant").

ARTICLE 1 - CONSULTING SERVICES

1.1 Engagement

Company hereby engages Consultant to provide strategic consulting services in the areas of business development, market analysis, and investor relations.

1.2 Specific Services

Consultant agrees to provide the following services:

- a) Strategic business planning and roadmap development
- b) Market research and competitive analysis
- c) Investor pitch deck preparation and presentation coaching
- d) Due diligence support for funding rounds
- e) Partnership and alliance strategy development
- f) Board meeting preparation and advisory support

1.3 Deliverables

Consultant shall provide the following deliverables:

- a) Comprehensive market analysis report within 45 days
- b) Strategic business plan update within 60 days
- c) Investor presentation materials within 30 days
- d) Monthly progress reports and recommendations
- e) Quarterly board meeting support and materials

1.4 Performance Standards

All services shall be performed with the highest degree of professional competence and in accordance with industry best practices.

ARTICLE 2 - COMPENSATION AND PAYMENT

2.1 Consulting Fees

Company shall pay Consultant a monthly retainer of \$15,000 for the services outlined herein.

2.2 Equity Compensation

In addition to the monthly retainer, Consultant shall receive equity compensation in the form of:

- a) 0.5% equity stake in the Company (subject to vesting)
- b) Vesting schedule: 25% after 12 months, remainder monthly over 36 months
- c) Standard acceleration provisions upon change of control

2.3 Expense Reimbursement

Company shall reimburse Consultant for reasonable pre-approved business

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expenses including:

- a) Travel and transportation costs
- b) Accommodation expenses for business travel
- c) Communication and technology expenses
- d) Materials and supplies necessary for deliverables

2.4 Payment Terms

Monthly retainer fees shall be paid within fifteen (15) days of each month-end. Expense reimbursements shall be paid within thirty (30) days of submission with appropriate documentation.

ARTICLE 3 - TERM AND TERMINATION

3.1 Term

This Agreement shall commence on May 1, 2024, and shall continue for an initial term of twelve (12) months, automatically renewable for additional six-month periods unless terminated.

3.2 Termination by Either Party

Either party may terminate this Agreement with sixty (60) days written notice without cause.

3.3 Termination for Cause

Either party may terminate this Agreement immediately for cause, including:

- a) Material breach of this Agreement after 30-day cure period
- b) Gross negligence or willful misconduct
- c) Conviction of felony or crime involving moral turpitude
- d) Breach of confidentiality or non-compete provisions

3.4 Effect of Termination

Upon termination:

- a) Consultant shall complete work in progress and deliver all materials
- b) Company shall pay all accrued fees and approved expenses
- c) Equity vesting shall cease except for change of control provisions
- d) Confidentiality and non-compete obligations shall survive

ARTICLE 4 - INTELLECTUAL PROPERTY

4.1 Work Product Ownership

All work products, methodologies, analyses, and materials created specifically for Company shall be owned exclusively by Company upon payment of fees.

4.2 Consultant Retained Rights

Consultant retains ownership of:

- a) Pre-existing intellectual property and methodologies
- b) General knowledge and experience gained
- c) Industry contacts and relationships (subject to confidentiality)

4.3 License Back

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Company grants Consultant a non-exclusive license to use general methodologies and frameworks developed during the engagement for other consulting work, provided such use does not disclose Company confidential information.

ARTICLE 5 - CONFIDENTIALITY AND NON-COMPETE

5.1 Confidential Information

Consultant acknowledges access to confidential information including:

- a) Business strategies and financial information
- b) Customer and investor information
- c) Product development plans and trade secrets
- d) Personnel information and compensation data
- e) Market research and competitive intelligence

5.2 Confidentiality Obligations

Consultant agrees to:

- a) Maintain strict confidentiality of all proprietary information
- b) Use confidential information solely for Company's benefit
- c) Not disclose information to competitors or third parties
- d) Implement appropriate security measures for information protection

5.3 Non-Compete Restrictions

During the term and for twelve (12) months thereafter, Consultant shall not:

- a) Provide similar services to direct competitors in the same market segment
- b) Solicit Company employees, consultants, or contractors
- c) Divert or attempt to divert Company customers or business opportunities

5.4 Non-Solicitation

For eighteen (18) months following termination, Consultant shall not directly or indirectly solicit or recruit any Company employees or consultants.

ARTICLE 6 - INDEPENDENT CONTRACTOR RELATIONSHIP

6.1 Independent Status

Consultant is an independent contractor and not an employee, partner, or agent of Company.

6.2 No Benefits

Consultant is not entitled to Company benefits including health insurance, retirement plans, or paid leave.

6.3 Tax Responsibilities

Consultant is responsible for all tax obligations and shall provide appropriate tax documentation (Form W-9/1099).

6.4 Insurance

Consultant shall maintain professional liability insurance with minimum coverage of \$1,000,000.

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ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 Consultant Warranties

Consultant represents and warrants:

- a) Authority to enter into this Agreement
- b) No conflicts with existing obligations or agreements
- c) Professional qualifications and expertise to perform services
- d) Compliance with all applicable laws and regulations

7.2 Company Warranties

Company represents and warrants:

- a) Authority to enter into this Agreement and grant equity compensation
- b) Accurate disclosure of material business information
- c) Good standing and legal existence

ARTICLE 8 - LIMITATION OF LIABILITY

8.1 Liability Cap

Consultant's total liability under this Agreement shall not exceed the total compensation paid in the twelve (12) months preceding the claim.

8.2 Excluded Damages

Neither party shall be liable for consequential, incidental, or punitive damages, except for breach of confidentiality obligations.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 Mediation

The parties shall attempt to resolve disputes through good faith mediation before pursuing other remedies.

9.2 Arbitration

Unresolved disputes shall be settled through binding arbitration under AAA Commercial Arbitration Rules in San Francisco, California.

9.3 Equitable Relief

Notwithstanding arbitration provisions, either party may seek equitable relief for breach of confidentiality or non-compete obligations.

ARTICLE 10 - GENERAL PROVISIONS

10.1 Governing Law

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

10.2 Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

10.3 Amendment

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This Agreement may only be modified by written agreement signed by both parties.

10.4 Severability

If any provision is deemed invalid, the remaining provisions shall remain enforceable.

10.5 Assignment

This Agreement may not be assigned without written consent, except Company may assign to affiliates or successors.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

STARTUPACCELERATOR VENTURES LLC CONSULTANT

By: _____

Jonathan Miller
Managing Partner

Dr. Patricia Williams
Independent Consultant

Date: _____

Date: _____

WITNESS:

Catherine Burke
Chief Operating Officer
StartupAccelerator Ventures LLC