

Consulting Agreement

THIS CONSULTING AGREEMENT (this "Agreement"), made effective as of 07/01/2015 ("Effective Date"), between Fortalice Solutions, LLC ("Fortalice") and Jeanette Blackson ("Consultant").

RECITALS

Fortalice desires to engage Consultant to perform the services described in this Agreement

and

Consultant is willing and able to perform the services for Fortalice in accordance with the terms of this Agreement.

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, Fortalice and Consultant (together, the "Parties") agree as follows:

SECTION 1. SCOPE OF WORK. In consideration of Fortalice's payments under this Agreement, Consultant shall perform in accordance with the terms of this Agreement the services described in Exhibit "A" (the "Work").

SECTION 2. TERM.

- a. The term of this Agreement (the "Term") shall commence as of the Effective Date and shall expire, unless terminated earlier, when the Work is completed, which shall not be later than one year from the date of this agreement (the "Completion Date").
- b. Either Party shall have the unlimited right to terminate this Agreement before the Completion Date by giving written notice to the other, with an effective termination date as set forth in such notice. In such event, Consultant shall be entitled only to portions of the Fee earned and Reimbursables actually incurred as of the effective date of termination.

SECTION 3. CONSULTANT'S FEE. In consideration of Consultant's performance of the Work in accordance with this Agreement, Fortalice shall pay Consultant a fee (the "Fee") determined in accordance with Exhibit "B", and payable as provided in Exhibit "B". However, no portion of the Fee shall be payable unless properly documented in accordance with Section 5 and Exhibit B.

SECTION 4. REIMBURSABLES.

- a. In addition to the Fee, Fortalice shall reimburse Consultant for reasonable and necessary expenses ("Reimbursables") incurred by Consultant in the performance of the Work up to the Maximum Reimbursable Amount specified in Exhibit "B "; if the Maximum Reimbursable Amount specified in Exhibit B is zero, no Reimbursables shall be separately payable under this Agreement. Any expenses incurred by Contractor in excess of the Maximum Reimbursable Amount will not be reimbursed. No Reimbursable claimed will be payable unless properly documented in accordance with Section 5 and Exhibit B.
- b. Reimbursables for travel must be authorized by Fortalice in advance, and will be paid only in accordance with Fortalice's Consultant Travel Policy, a copy of which policy will be provided to Contractor upon request.

SECTION 5. INVOICES AND PAYMENT.

- a. Consultant shall invoice Fortalice for sums payable under this Agreement as provided in Exhibit "B" and shall keep full and accurate records and documentation to substantiate the amounts claimed in any invoice, which records shall be made available to Fortalice upon reasonable notice.
- b. (i) Any and all taxes, excises, duties and assessments whatsoever (including interest) ("Tax" or "Taxes") arising out of the charge for the performance of the Services, in any manner levied, assessed or imposed by any government shall be the responsibility of Fortalice. Consultant shall fully cooperate with Fortalice in contesting or protesting the validity or application of any such Tax. In the event Consultant shall receive a refund of all or any part of such Tax which Fortalice has paid and discharged, the amount of such refund shall promptly be remitted to Fortalice.

(ii) Fortalice obligations under Section 5(b)(i) shall not extend to any of the following: (x) Taxes based upon, measured by or with respect to, the net or gross income, receipts, capital or any other similarly-based taxes of Consultant; or (y) amounts (including, but not limited to taxes, interest, and penalties) imposed on Consultant that would not have been imposed but for the willful misconduct or gross negligence of Consultant.

SECTION 6. RIGHT TO WITHHOLD PAYMENTS. In addition to its rights to withhold payments under Sections 3 and 4, Fortalice may withhold any payment in whole or in part to protect itself from (i) defective Work, (ii) third-party claims filed or reasonable evidence indicating probable filing of third-party claims arising from Consultant's performance of the Work, (iii) failure of Consultant to make payments properly to any of its subcontractors, (iv) evidence of fraud, overbilling or over-payment, or (v) unsatisfactory performance of the Work by Consultant.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP. The Parties intend that an independent contractor relationship will be created by this Agreement. Fortalice is interested only in the results of the Consultant's Work and shall not exercise any control over the conduct or supervision of the Work or the means of its performance. Accordingly, Consultant shall have full responsibility for the collection and payment of all international, federal, state and local taxes and contributions, including penalties and interest, imposed pursuant to unemployment insurance, social security, income tax, workers' compensation or any other similar statute. Consultant shall indemnify and hold Fortalice harmless for any liability (including taxes, interest, and penalties) resulting from improper or incorrect tax reporting, withholding, remitting, etc., or from the failure to file, collect, report or pay any of the above mentioned employment taxes. Consultant shall also indemnify and hold Fortalice harmless for any liability resulting from an employee of Consultant claiming to be an employee of Fortalice, including, but not limited to, any claim on the part of Consultant's employee to benefits Fortalice provides to its employees.

SECTION 8. DISCLOSURE OF INFORMATION.

- a. Consultant acknowledges that certain of Fortalice's valuable, confidential and proprietary information, and certain valuable, confidential and proprietary information belonging to Fortalice may come into Consultant's possession. Such information and materials may include, but are not limited to, the discovery, invention, research, improvement, or implementation of Fortalice's sales, costs, profits, business plans, services, service models, pricing methods, organization, employee lists, software diagnostic techniques, customer lists, or processes ("Information"). Accordingly, Consultant agrees that all such Information furnished to Consultant by Fortalice shall remain the exclusive property of Fortalice and Consultant agrees to hold all Information it obtains from or about Fortalice in strictest confidence, not to use such Information other than for the performance of the Work, and to cause any of its employees or subcontractors to whom such Information is transmitted to be bound to the same obligation of confidentiality to which Consultant is bound. Consultant shall not communicate any information in any form to any third party without Fortalice's prior written consent.
- b. Consultant may use Fortalice's Information only for purposes related to the Work or proposed by Consultant for Fortalice, for Consultant's internal monitoring or evaluation of the Work, and for Consultant's internal, confidential development of its own professional capacity. Should Consultant use Fortalice's information for its internal development purposes, Consultant shall first determine that the Information does not identify any unique characteristics of Fortalice, or any of their business relative to their competitors, and that the internal use of the Information by Consultant shall not result in its disclosure to any third party or use outside of Consultant or otherwise harm Fortalice. Upon the expiration or earlier termination of this Agreement, Consultant may retain one (1) copy of every Fortalice proposal, presentation, or report solely for its internal records and which

shall be protected in accordance with this Section 8. With the foregoing exception, upon the expiration or earlier termination of this Agreement, all confidential Fortalice materials received by Consultant or prepared by Consultant for delivery to Fortalice shall either be returned to Fortalice, or destroyed in accordance with Consultant's policy and Consultant shall provide Fortalice with evidence satisfactory to Fortalice of such destruction.

- c. Consultant agrees that it will conform to the provisions of applicable securities laws in connection with its use of any confidential information. In the event of any violation of this Section 8, Fortalice shall be entitled to preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising out of such violation, which remedy shall be in addition to any other rights or remedies to which Fortalice may be entitled.

SECTION 9. INDEMNIFICATION. Contractor shall indemnify, protect, save and hold harmless the Company, from and against any and all claims and damages of every kind or nature, for injury to or death of any person or persons and for damage to or loss of any property of the Company, directly or indirectly arising out of or attributed to Contractor's acts or omissions, including, but not limited to, any and all strict liability claims or causes of action, including for violation of representations and warranties, unless such injury or damage is the direct result of the sole gross negligence or willful misconduct of the Company, or any of its employees, agents or representatives.

SECTION 10. INSURANCE.

Consultant shall maintain: (i) comprehensive general liability insurance with minimum coverage of \$100,000 (combined single limit per occurrence) for personal injury and property damage, (ii) workman's compensation insurance with minimum coverage required by applicable law, (iii) Professional Liability Insurance (E&O) to limit Consultant's exposure to miscellaneous professional liability claims with a limit of not less than \$100,000 and (iv) any other insurance coverages required by applicable law. Consultant shall name Fortalice as an additional insured and shall furnish Fortalice with a certificate or adequate proof of insurance from a carrier reasonably acceptable to Fortalice.

SECTION 11. OWNERSHIP OF DOCUMENTS.

- a. Consultant agrees that all reports and all other documents, data and materials ("Materials") in any way related to the Work produced by Consultant for Fortalice pursuant to this Agreement shall be the sole property of Fortalice and shall be delivered to Fortalice upon its request, but in any event upon the expiration or earlier termination of this Agreement. No reference shall be made by Fortalice to Consultant in any prospectus, proxy statement, offering memorandum, or similar document prepared for public filing or for delivery to any governmental agency unless pursuant to the lawful requirement of a governmental agency or required by

operation of law. Consultant agrees that the obligations stated under this Section 10 shall survive the expiration or earlier termination of this Agreement.

- b. Consultant represents and warrants that Consultant has the full right and power to make this Agreement; that there exists no adverse claim to the Materials or Work or any rights therein; and, that neither the Work nor Materials nor Fortalice's ownership and use thereof infringe upon any patent or copyright or any other personal or property right of any person, firm or corporation.

SECTION 12. STANDARD OF PERFORMANCE. The Work shall be performed in a good, workmanlike manner in accordance with the standards of Consultant's profession and such other accepted standards as may be applicable to Work of this kind.

SECTION 13. CHANGES IN WORK.

- a. Fortalice may order extra work or make changes by altering, adding to or deducting from the Work by signing a change order in the form of Exhibit "C" ("Change Order"). Work pursuant to a valid Change Order shall be performed subject to the conditions of this Agreement.
- b. Fortalice also by written instruction to Consultant may make changes in the Work not involving extra cost and not inconsistent with the purposes of the Work without execution of a Change Order, but otherwise, no extra Work shall be done or changes made unless pursuant to a Change Order, and no claim for an addition to the Fee, an increase in the Maximum Reimbursable Amount or an extension of the Completion Date shall be valid unless so ordered in a signed Change Order.
- c. Upon receipt of a written request from Fortalice for changes in the Work or for extra work which would affect the Fee, the Maximum Reimbursable Amount or the Completion Date, Consultant shall submit a statement detailing Consultant's proposal for accomplishing the changes proposed by Fortalice and the effect, if any, on the Fee, the Maximum Reimbursable Amount and the Completion Date. If Fortalice accepts Consultant's proposal, a Change Order shall be executed by the Parties and the Fee, Maximum Reimbursable Amount and Completion Date shall be adjusted as agreed, subject to any special conditions applicable to Change Orders set forth in Exhibit B.

SECTION 14. COMPLIANCE WITH LAWS.

- a. Consultant agrees that it will comply with all applicable federal, state, and local laws, regulations, and codes in the performance of this Agreement. Consultant will, at its own cost and expense, procure and maintain each and every permit, license, certificate or other authorization and any renewals, extensions or continuances required in connection with the performance of the Work. To the extent applicable to Consultant, it agrees to comply with the affirmative action

requirements applicable to contracts with government contractors, as set forth in Title 41 of the Code of Federal Regulations and incorporated into this Agreement by reference.

- b. Consultant hereby agrees to employ only persons who are legally authorized to work in the United States and to have an I-9 employment authorization form, if required, for each person employed by it.
- c. Consultant agrees to indemnify, defend and hold harmless Fortalice, its officers, directors and employees from and against any and all claims, losses, demands, actions, administrative proceedings, liabilities and judgments, including reasonable attorneys' fees and expenses, arising from Consultant's or its subcontractor's failure to comply with the provisions of this Section.

SECTION 15. CONFLICT OF INTEREST. Consultant recognizes and agrees that in order to protect Fortalice's information adequately from disclosure (whether deliberate or inadvertent) to competitors, a covenant not to compete of limited duration and scope is necessary and desirable. Consultant therefore agrees that, during the Term of this Agreement, and for two (2) years after the termination of this Agreement, Consultant, or members of Consultant's team, who performed the Work hereunder will not directly compete, nor work for any company or organization which is or will be directly competing, with Fortalice in the business in which Fortalice has engaged Consultant during the Term of this Agreement without prior written approval, which shall not be unreasonably withheld.

SECTION 16. MISCELLANEOUS. (a) Assignment. This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and assigns, but neither the rights nor the duties of either Party under this Agreement may be voluntarily assigned or delegated without the prior written consent of the other party, except that Fortalice may assign all or any part of its rights and delegate its duties under this Agreement to a wholly-owned subsidiary.

- a. **Section Headings.** All section headings and captions used in this Agreement are purely for convenience and shall not affect the interpretation of this Agreement.
- b. **Exhibits.** All exhibits described in this Agreement shall be deemed to be incorporated in and made a part of this Agreement, except that if there is any inconsistency between this Agreement and the provisions of any exhibit the provisions of this Agreement shall control. Terms used in an exhibit and also used in this Agreement shall have the same meaning in the exhibit as in this Agreement.
- c. **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of North Carolina without regard to or application of any conflict of law principles and the Parties submit to the jurisdiction of any

appropriate court within North Carolina for adjudication of disputes arising from this Agreement.

- d. **Modification**. Except as otherwise provided, this Agreement shall not be modified except by written agreement signed on behalf of Fortalice and the Consultant by their respective authorized officers.
- e. **Exclusive Agreement**. This Agreement supersedes all prior understandings, representations, negotiations and correspondence between the Parties, constitutes the entire agreement between them with respect to the matters described, and shall not be modified or affected by any course of dealing, course of performance or usage of trade.
- f. **Severability**. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.
- g. **Waiver**. The failure of either party at any time to require performance by the other of any provision of this Agreement shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.
- h. **Survival**. The provisions of this Agreement, which by their nature extend beyond the expiration or earlier termination of the Agreement will survive and remain in effect until all obligations are satisfied. Specifically, Consultant's obligations to indemnify Fortalice shall survive this Agreement.
- i. **Disclosure**. Both Parties shall in every instance obtain the prior written approval of the other party concerning exact text and timing of news releases, articles, books, brochures, advertisements, prepared speeches and other information releases concerning this Agreement or any matter relating to Consultant's representation of Fortalice or the existence of this representation.
- j. **Change of Control**. In addition to such other rights as Fortalice may have, Fortalice shall have the right to immediately terminate this Agreement upon any change in the majority ownership or voting control of the capital stock, business or assets of Consultant. Consultant shall notify Fortalice in writing at least thirty (30) days before any such change in control of the capital stock, business or assets of Consultant.
- k. **Further Assurances**. Each party agrees that it will take such actions, provide such documents, do such things and provide such further assurances as may reasonably be requested by the other party during the term of this Agreement.

- l. **Counterparts.** This Agreement may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original.
- m. **Notices.** All notices, approvals, requests, consents and other communications given pursuant to this Agreement shall be in writing and shall be effective when received if hand delivered, sent by FedEx Express service or sent by United States certified or registered mail, addressed as follows:

If to Consultant:

1306 Skyview Rd Charlotte, NC 28208 United States

If to Fortalice:

Fortalice Solutions
Attn: Theresa Payton
809 W. Hill Street
Charlotte NC 28208

SECTION 17. VALIDITY OF AGREEMENT. This Agreement shall not be valid nor binding upon Fortalice unless it shall have been executed by an officer of Fortalice.

September 26, 2016

Contractor

A handwritten signature in blue ink, appearing to read 'J. Blackson', with a long horizontal flourish extending to the right.

Signature

Jeanette Blackson

Name (Printed)

Accepted and Agreed to:

Fortalice Solutions, LLC

By

Name Theresa

Title Payton

Exhibit A

Exhibit "A"

to that certain

Consulting Agreement

between

Fortalice Solutions, LLC

(" Fortalice")

and

Jeanette Blackson

"Consultant")

SCOPE OF WORK

Consultant will support Fortalice as in independent consultant in the following areas:

- Operational Management and Office Administration
- Human Resources
- Team Management

Exhibit B

Exhibit "B"

to that certain

Consulting Agreement

between

Fortalice Solutions, LLC

(" Fortalice")

and

Jeanette Blackson

"Consultant")

**FEE, EXPENSES, MAXIMUM REIMBURSABLE AMOUNT AND PAYMENT
PROCEDURE**

A. FEE. Fortalice will pay Consultant an hourly rate of \$28 unless otherwise specified by a task order.

B. WORK AUTHORIZATION. Consultant is not authorized to perform work for Fortalice without a task order signed by both parties.

C. RECORD OF HOURS WORKED. Consultant will record all hours worked within the Fortalice timekeeping system and will verify that all hourly accounting is accurate on a bi-monthly basis unless otherwise specified by a task order. Following verification by Contractor, hours shall be submitted to Fortalice for approval.

D. EXPENSES. Consultant will submit all expenses to Fortalice for approval through the system specified by Fortalice within 30 days of the date of the expense.

E. MAXIMUM REIMBURSABLE AMOUNT. The Maximum Reimbursable Amount will be defined on a task order basis.

F. PAYMENT. Subject to the provisions of this Agreement, Consultant must submit all hours and expenses as described above in order to receive payment. Terms of payment will be negotiated through individual task orders.