

CONSULTING AGREEMENT
BY AND BETWEEN 1A DISTILLERY CONSULTING SERVICES AND

This Consulting Agreement (“**Agreement**”) is made effective as of _____, 2016 (“**Effective Date**”), by and between 1A Distillery Consulting, LLC located at 4 Sixth Street, Ipswich, Massachusetts 01938 (“**Consultant**”) and _____, _____ located at _____ (“**Company**”) (each, individually a “**Party**”, and together the “**Parties**”).

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CONSULTING SERVICES

- 1.1. Subject to the terms and conditions of this Agreement, the Company retains Consultant as a professional craft distillery consultant and advisor for all matters relating to: (a) the design layout and construction of Company’s proposed craft distillery; (b) MEP assistance (c) distillery and ancillary equipment (sourcing, selection, optimization); (d) distillation (theories, techniques, best practices); (e) recipe development and testing; (f) ingredient sourcing; permitting (local, state and federal); state and federal reporting requirements; (g) marketing; (h) distribution; (i) staff training; (j) and generally any other matter arising out of the business affairs of the Company (“**Consulting Services**”). General contracting and construction oversight services are not included in Consulting Services, but may be mutually agreed by the Parties separately from this Agreement.
- 1.2. Consultant shall render Consulting Services hereunder at such times and places as shall be mutually agreed by Company and Consultant, recognizing that Consultant will be required to be on-site as reasonably requested by Company to professionally and timely provide the Consulting Services.
- 1.3. Subject to Section 12, Consultant’s commitment to this agreement will be for 16 hours of Consulting Services per month (billed at \$150 per hour) for a period of one year. If the monthly hours exceed 16 hours per month, each additional hour worked by the consultant will be charged to the company on a monthly basis at \$150 per hour. All hours will be completed according to this signed contract between the Consultant and the Company within the year. The Company shall be responsible to compensate the Consultant for any additional hours completed within the one year contract.

2. COMPENSATION/REIMBURSEMENT

2.1. Company will compensate Consultant for providing the Consulting Services as follows:

2.1.1. Subject to Section 12, Company shall pay Consultant, over a period of one year, the sum of \$2,400/month for 16 hours of Consulting Services per month throughout the year contract between the Company and the Consultant. Company shall make the first month's payment for Consulting Services to Consultant within seven(7) days after the Effective Date. Subsequent monthly payments shall be due to the Consultant by the date of the signed contract of each month along with each additional hour worked by the Consultant for the previous month. All additional hours of consulting completed by the Consultant during the previous month, the Company will be billed \$150 per completed hours by the Consultant. The invoice will be sent to the Company five (5) days before said date of the signed contract between the Consultant and the Company. The Company will provide payment for any additional hours completed by the Consultant during the previous month, along with the contracted 16 hours per month payment as stated above.

2.1.2. Company shall pay Consultant's travel fees and reimburse Consultant for other reasonable travel expenses (fuel, food, lodging) incurred for Company-directed travel. Reimbursement of travel expenses for a prior month will be paid at the time the following monthly payment is due, so long as Consultant provides appropriate receipts supporting such expenses to the Company prior to the next payment-month. Travel time may count towards the 16 hour average monthly consulting time, if the Consultant is actively providing Services to the Company during such time (*i.e.*, Consultant is speaking with or on behalf of Company while traveling). All out-of-pocket expenses in excess \$500 in aggregate shall be per-approved, verbally or in writing, by the Company.

3. CONFIDENTIAL INFORMATION

3.1. The Consultant shall not, except as authorized or required by the Consultant's duties hereunder or by law, reveal or divulge to any person or entity any Confidential Information of whatsoever nature concerning the Company. Confidential Information means information not generally known and proprietary to the Company or to a third party for whom the Company is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulas, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or

not patented or patentable), directly or indirectly useful in any aspect of the business of the Company, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Company, any confidential secret development or research work of the Company, or any other confidential information or proprietary aspects of the business of the Company. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the Company as being Confidential Information, shall be presumed to be Confidential Information.

3.2. Upon termination of this agreement, Consultant shall either: promptly return to Company, or destroy (at the Company's sole discretion) any Company confidential information.

4. COMPANY PROPERTY

Consultant agrees that all plans, manuals, and specific materials developed by the Consultant on behalf of the Company in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Company. Promptly upon the expiration or termination of this Agreement, or upon the request of the Company, Consultant shall return to the Company all documents and tangible items, including samples, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder.

5. INDEPENDENT CONTRACTOR

The Parties agree that this Agreement creates only an independent contractor relationship, not an employment or co-employment relationship of any kind. Consultant acknowledges and agrees that the Company will not provide the Consultant with any employee benefits, including without limitation any employee stock purchase plan, social security, unemployment, medical, or pension payments, and that income tax withholding is solely Consultant's responsibility. In addition, the Parties acknowledge that neither Party has, nor shall be deemed to have, the authority to bind the other Party.

6. TERM

Subject to Section 12, the term of this Agreement is one year from the Effective Date.

7. BREACH/DEFAULT/CURE PERIOD

If either Party breaches its obligations under this Agreement, including any obligation to make a payment when due, the non-breaching Party shall have the option to terminate this Agreement without providing the 30-day notice required in

Section 12, by providing 15 days advance written notice to the breaching Party to cure such Breach. The Party in breach shall have the option of preventing termination of this Agreement by taking corrective action curing such breach prior to 15 days from its receipt of written notice, assuming no other breaches during such time period.

8. RECIPROCAL INDEMNIFICATION

Notwithstanding any other term of this Agreement, the Parties shall each indemnify, defend and hold harmless the other, against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon them or any one of them in connection with any third party claims, suits, actions, demands or judgments arising out of this Agreement (including, but not limited to, actions in the form of tort, warranty, or strict liability).

9. MEDIATION

All disputes under this Agreement that cannot be resolved by the Parties after a reasonable period shall be submitted to a mediator mutually chosen by the parties before any court proceedings are undertaken. Mediation shall take place in the State of _____.

10. NON-EXCLUSIVITY/CONFLICT OF INTEREST

This Agreement is non-exclusive. Consultant may represent any other distiller or distillery, so long as such representation does not interfere with Consultant's ability to provide sufficient professional craft distillery consulting services to Company contemplated under this Agreement.

11. ASSIGNMENT/TRANSFER OF RIGHTS

- 11.1. This Agreement shall be binding on all successors and assigns of the Parties.
- 11.2. Neither Party shall assign its interests in this Agreement to any other party, unless the prior written consent of the non-assigning Party is obtained.

12. TERMINATION

Either Party may terminate this Agreement for any reason by providing 30 days advance written notice to the other Party.

13. NOTICES

All notices must be provided in writing by certified mail, return receipt requested, to the individuals below, at the addresses stated above.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

15. AMENDMENT

This Agreement may be modified or amended by the Parties only by mutual agreement, in writing, and signed by both Parties.

16. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of _____ without regard to conflict of laws provisions.

1A Distillery Consulting

Name: Evan Parker

Title: Consultant

Date: _____, 2016

_____, LLC

Name: _____

Title: Owner

Date: _____, 2016