STRATEGIC SERVICES AGREEMENT

This Amended Strategic Services Agreement ("**Agreement**") is entered into as of June 5, 2026 ("**Effective Date**"), by and between:

Qonnect, LLC, a strategic advisory and market-access firm ("**Consultant**"), and **Poyner Spruill LP** ("**Client**").

Consultant and Client may be referred to individually as a "**Party**" and collectively as the "**Parties**."

1. PURPOSE OF AGREEMENT

Client desires to engage Consultant to provide strategic advisory, influence advisory, and related services to support Client's engagement with the Charlotte-Mecklenburg School District ("CMS") and its Compliance Assessment Project (the "Project"). Consultant agrees to provide such services subject to the terms and conditions set forth herein.

2. TERM

2.1 Initial Term

The initial term of this Agreement shall be **June 5, 2026, through September 30, 2026,** commencing on the Effective Date ("**Term**"), unless earlier terminated in accordance with this Agreement or until the substantial completion of the Project.

2.2 Renewal

Client's ability and option to renew this contract with Consultant is contingent upon Client securing a contract with CMS for a term extending beyond this Agreement's initial term.

2.3 Survival

Sections relating to compensation, revenue participation, confidentiality, non-circumvention, and post-term obligations shall survive expiration or termination of this Agreement.

3. SCOPE OF SERVICES

Consultant shall provide strategic services pursuant to the Project for CMS including, but not limited to, the following ("**Services**"):

3.1 Market Entry and Terrain Navigation

- Advisory regarding compliance assessment, political, organizational, and regulatory dynamics impacting outcomes

3.2 Strategic Positioning and Differentiation

- Alignment of service offerings with institutional priorities and budget realities
- Guidance on staff and Board engagement sequencing and tone

3.3 Relationship Access and Introductions

- Strategic introductions to decision-makers, influencers, and institutional gatekeepers at state, national, and enterprise levels
- Advisory on maintaining, expanding, and deepening such relationships

3.4 Proposal Architecture and Opportunity Structuring

- Advisory support on proposal strategy, scope definition, and value articulation
- Guidance on pricing structures, compliance positioning, and institutional fit

3.5 Deal Acceleration, Intervention, and Management

- Active involvement in advancing opportunities through complex institutional, political, or corporate processes
- Strategic intervention to unblock stalled, delayed, or at-risk opportunities
- Support in repairing or restructuring opportunities affected by misalignment, timing, or perception

3.6 Political, Corporate, and Institutional Influence Advisory

- Strategic advisory informed by Consultant's state-level, national, and enterprise relationships
- Guidance on navigating politically sensitive or high-visibility matters
- Insight into informal institutional dynamics beyond formal procurement processes

3.7 Narrative, Reputation, and Community Positioning

- Development of strategic narratives elevating Client's standing within targeted markets and communities
- Advisory on positioning Client as a trusted long-term institutional partner
- Support aligning Client initiatives with civic, community, or organizational objectives

3.9 Ongoing Strategic Advisory

- Continuous strategic information and counsel
- Oversight of Project progression and expansion
- Strategic recalibration as circumstances evolve

4. COMPENSATION

4.1 Fee for Service Retainer

Client shall pay Consultant a fee for service retainer of up to One Hundred Thirty-Two Thousand Dollars ($132,000). Client's obligation to pay Consultant is based solely on Client's receipt of funds from CMS for whom the Consultant is providing services.

5. CONFIDENTIALITY

All non-public information exchanged under this Agreement shall be treated as **strictly confidential** and shall not be disclosed without prior written consent, except as required by law.

6. NO WAIVER EXCEPT BY WRITING

No waiver of any provision shall be effective unless made in writing and executed by both Parties. Passage of time, course of conduct, or verbal communications shall not constitute waiver.

7. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Nothing herein creates a partnership, joint venture, or employment relationship.

8. LIMITATION OF AUTHORITY

Consultant shall not bind Client to any agreement without Client's prior written consent.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **State of North Carolina**, without regard to conflict-of-law principles.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior proposals, discussions, or understandings.

11. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

Qonnect, LLC

Name: Raki McGregor
Title: Owner

By: _____ Date: 6/05/2026

Poyner Spruill LP

Name: Katie Cornetto

Title: Partner

By: /s/ Katie Cornetto Date: June 5, 2026