

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) for contract lobbying services is entered into this 15th day of August 2018, by and between Ridge Strategy Group, LLC (including its members, partners, associates, contractors, employees and/or agents, collectively referred hereafter as “CONSULTANT”) doing business at 1507 E. 53rd Street, #146, Chicago, Illinois 60615, and EKI Digital (hereafter as “CLIENT”) doing business at 33 West Monroe Street, #1050, Chicago, Illinois 60603, pursuant to which CONSULTANT will perform consulting and contract lobbying services (hereafter as “SERVICES”) on CLIENT’s behalf. In consideration of the covenants and undertakings set forth herein, the parties agree as follows:

Section 1. General Description of Services

1.1 CONSULTANT provides a variety of consulting, lobbying and advisory services related to strategic business planning, policy, government affairs and public and private sector procurement.

Section 2. Services

2.1 CONSULTANT will provide SERVICES related to the CLIENT’s business and public policy strategy as directed by CLIENT including:

- a) researching CLIENT’s business structure, capacity, technology, existing contracts, strengths, weaknesses and future business goals;
- b) preparing and implementing a strategic procurement plan designed to increase CLIENT’s presence in the market. Plan will also leverage CLIENT’s work product, past performance and business, political, community and philanthropic relationships to better assist CLIENT;

- c) identifying and lobbying critical decision-makers that retain a level of control (equity, political or otherwise). CONSULTANT will arrange and attend meetings with such decision-makers and CLIENT's representatives to provide introductions, information regarding CLIENT, its background, expertise and prior experiences, among other matters as may be directed by CLIENT from time to time. CONSULTANT shall assist CLIENT in obtaining insights into the City of Chicago's and its Sister Agencies' interests and desires with respect to business pursuits so the CLIENT may elect to align to such interest and desires or influence an alternate outcome with the guidance of CONSULTANT;
- d) working with CLIENT and any of its current or future joint venture, lobbyists, consultants, strategic and/or consortium partners (whether contractually formalized or not) to develop, align and/or execute the desired outcomes of CLIENT;

2.2 CLIENT will provide communication, information and necessary resources related to its business and public policy strategy to CONSULTANT including:

- a) prompt response to CONSULTANT communications;
- b) appropriate organizational information for CONSULTANT to understand the organization's culture, goals and impediments;
- c) appropriate technology information for CONSULTANT to effectively communicate to external parties;
- d) access to appropriate CLIENT key personnel, staff and resources, along with the identification of points of contact;
- e) biweekly communication and assessment of project and its scope.

Section 3. Term and Termination

3.1 The term of the Agreement will commence on the date first written above and will end on February 14, 2019. Either party may terminate the Agreement, with or without cause, on

thirty (30) days advance written notice to the non-terminating party. If CLIENT terminates the Agreement, CLIENT will have no liability or payment obligations to CONSULTANT after the effective date provided in the notice of termination, except for approved compensation or expenses incurred prior to that date. At the end of this six month engagement period the parties can mutually agree in writing to end or extend the engagement.

Section 4. Compensation, Invoice and Expenses

4.1 **Compensation.** In payment for the SERVICES rendered by CONSULTANT during the term of this Agreement, CLIENT will pay CONSULTANT (monthly retainer in US dollars) \$3,000 per month. CLIENT will make payments to CONSULTANT within 30 (thirty) days of receipt of each monthly invoice. Consideration paid to CONSULTANT is not contingent upon the success of any undertaking hereunder.

4.2 **Invoice.** CONSULTANT will invoice CLIENT monthly, with payment due in full and payable to CONSULTANT, within 30 days upon receipt of invoice. The first invoice will be submitted upon Agreement commencement.

4.3 **Expenses.** CLIENT agrees to reimburse CONSULTANT for reasonable and necessary expenses incurred in connection with the SERVICES, provided that CONSULTANT has obtained CLIENT's written approval to reimburse such expense prior to incurring the same. CLIENT agrees to pay any applicable municipal lobbying registration fee(s). CONSULTANT will present expenses as a straight pass-through without mark-up.

Section 5. Amendment

5.1 This Agreement may be amended by the mutual agreement of the parties in a writing to be attached to and incorporated into this Agreement.

Section 6. Confidential Information

6.1 CONSULTANT agrees that any information received by CONSULTANT during the performance under this Agreement will be treated by CONSULTANT in full confidence and will not be revealed to any other persons, firms, or organizations. CONSULTANT further agrees not to use such information in any manner other than in furtherance of this Agreement. Likewise, CLIENT agrees that any information shared by CONSULTANT during the performance under this Agreement will be treated by CLIENT in full confidence and will not be revealed to any other persons, firms, or organizations.

Section 7. Conflicts Of Interest And Non-Solicitation

7.1 **Conflicts Of Interest.** CONSULTANT covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor of the CLIENT during the duration of this Agreement unless express written authorization to do so is given by the CLIENT. A direct competitor of the CLIENT for purposes of this Agreement is defined as any individual, partnership, corporation, and/or other business entity that engages in the business of information technology compliance and risk management, custom software development and systems integration within 100 miles of the city of Chicago.

CONSULTANT shall promptly identify any potential conflicts of interest or changes in the foregoing to the CLIENT within forty-eight (48) hours of such an event of circumstance becoming known. In the event of any such conflict of interest or changes, the CLIENT may terminate this Agreement by providing CONSULTANT with one (1) day prior written notice. Upon such termination, CONSULTANT shall be entitled to the compensation earned by it, which is due and payable up to and including the date of termination of this Agreement and the CLIENT shall have no further liability or obligation to CONSULTANT. Payment of the

compensation set forth above shall be the CONSULTANT's sole remedy under this Agreement or at law.

7.2 Non-Solicitation. Consultant agrees that during the term of this Agreement, CONSULTANT will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising, or any other basis, other than on behalf of the CLIENT any employee or independent contractor employed by the CLIENT while CONSULTANT is performing services for the CLIENT.

Section 8. Trade Secrets

8.1 Definitions. The term "Trade Secrets" shall mean any information, including but not limited to, formulas, patterns, compilations, reports, records, programs, devices, methods, know-how, negative know-how, techniques, raw material properties and specifications, formulations, discoveries, ideas, concepts, designs, technical information, drawings, data, customer and supplier lists, employee, customer, vendor and referral source list, information regarding customers, buyers and suppliers, distribution techniques, production processes, research and development projects, marketing plans, financial information, legal, business and financial structure and operations, and other confidential and Proprietary Information or processes of either party which (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The term "Proprietary Information" shall mean any and all information disclosed or made available by either party including, without limitation, any information which is not publicly known or available upon which the CLIENT's business or success depends. Proprietary Information shall also include any information, materials, documents, processes or similar items

created by CONSULTANT for use, directly or indirectly, in the performance of the SERVICES hereunder or otherwise created for use by the CLIENT pursuant to this Agreement.

8.2 Nondisclosure of Trade Secrets and Proprietary Information. Both parties acknowledge that from time to time it, and its employees and agents, may be provided with Trade Secrets and Proprietary Information. Both parties also further acknowledge its fiduciary obligations in respect thereof. Without limiting the scope of such fiduciary obligations, both parties agree that it, and its employees and agents, shall not, at any time or in any manner, directly or indirectly, use for its own benefit or the benefit of any other person or entity, or otherwise divulge, disclose, or communicate to any person or entity any information concerning any Trade Secrets or Proprietary Information without the prior express written consent of the other party.

All files, records, computer software, data or printouts, documents, objects, designs, drawings, specifications, patterns, raw material properties and specifications, formulations, technical information, data, customer and supplier lists, employee, customer, vendor and referral source lists, information regarding customers, buyers and suppliers, distribution techniques, production processes, research and development projects, marketing plans, financial information, and similar items relating to the business of each party or concerning any other Trade Secrets or Proprietary Information, including copies thereof, shall remain the exclusive property of the party which created it and shall not be removed from its premises without the prior express written consent of the party. This covenant of nondisclosure and liability for breach of such covenant shall survive the expiration and termination of this Agreement.

8.3 Nondisclosure of Other Company Information. Both parties acknowledge that disclosure of any Trade Secret, Proprietary Information or other similar information by the other party (including, without limitation, any of its employees or agents) would be damaging. As such, both parties agree and warrant that it (or its employees or agents) will not at any time or in any

manner directly or indirectly divulge, disclose or communicate in any fashion, to any person or entity, including without limitation the media or by way of the internet, any Trade Secret, Proprietary Information or other similar information which have been learned or discovered during this Agreement, unless compelled to do so by applicable laws. However, the offending party shall immediately first notify the other party of any disclosure which is believed to be compelled pursuant to applicable laws so that the other party may first interpose any objection it may have.

8.4 Liability For Disclosure Of Trade Secrets or Proprietary Information. Both parties acknowledge that each of the restrictions contained in this Agreement relating to the nondisclosure of Trade Secrets, Proprietary Information and other similar information is reasonable and necessary in order to protect legitimate interests and that any violation thereof would cause irreparable injury. Both parties acknowledge and agree that in the event of any violation thereof, the non-offending party shall be authorized and entitled to obtain, from any court of competent jurisdiction, preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising out of such violation and any damages for breach of this Agreement which may be applicable. The aforesaid rights and remedies shall be independent, severable and cumulative and shall be in addition to any other rights or remedies to which the non-offending party may be entitled.

Section 9. Entire Agreement

9.1 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement, and no other Agreement, statement, or promise relating to the subject matter of this Agreement that is not contained in this Agreement shall be valid or binding.

Section 10. Severability

10.1 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 11. Indemnification

11.1 Each party shall agree, to the fullest extent permitted by law, to hold harmless and indemnify the other party and its directors, officers, agents, and employees from any claims, causes of action, suits, judgments and associated costs and expenses relating to such, arising out of or in connection with an action by the other party to this Agreement. However, neither party shall be indemnified for any loss, liability, damage, or expense resulting from its negligence or willful misconduct.

Section 12. Attorney's Fees

12.1 If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he may be entitled.

Section 13. Governing Law

13.1 The validity of this Agreement and of any of its terms or provisions as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Illinois, County of Cook.



This Agreement executed as of the day and year first above written.

CONSULTANT

RIDGE STRATEGY GROUP, LLC

By _____

Gyata M.J. Kimmons

Its Manager

CLIENT

EKI Digital

By _____

Robert Blackwell, Jr.

Its Chairman