

Mr. Michael J. Synowiecki  
Daley and Georges, Ltd.  
January 1, 2019  
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**2019**  
**AT&T EXTERNAL AFFAIRS CONSULTANT AGREEMENT**

January 1, 2019

Mr. Michael J. Synowiecki  
Daley and Georges, Ltd.  
20 S. Clark St., Suite 400  
Chicago, IL 60603

Dear Mr. Synowiecki:

This letter (the "Agreement") will serve to confirm our mutual understanding and agreement that Daley and Georges, Ltd. ("Consultant") will be engaged to serve as an independent contractor consultant to AT&T Services, Inc., its successors and/or assigns, on behalf of itself and its Affiliates (hereinafter collectively referred to as "AT&T Services"). Consultant shall work under the general direction of Eileen Mitchell, President, AT&T Illinois or her designees. This Agreement supersedes and replaces any prior agreement for similar services between AT&T Services and Consultant.

For purposes of this Agreement, "Affiliate" means, when used in reference to AT&T Services, (i) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in AT&T Services (a "parent company"), and (ii) a company, whether incorporated or not, in which a five percent (5%) or greater interest is owned, either directly or indirectly, by: (i) AT&T Services or (ii) a parent company of AT&T Services.

For purposes of this Agreement, "Affiliate" means, with respect to Consultant, a Person that directly or indirectly through one or more intermediaries, Controls the Consultant, is Controlled by the Consultant or is under Common Control with the Consultant. "Control" (together with the correlative meanings "Controlled by" or "under common Control with") means, with respect to any Person, the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. "Person" means, and shall be construed broadly and shall include, an individual, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

**Section 1**

**Duties:**

Consultant will assist and advise AT&T Services with respect to legislative, administrative and regulatory issues and matters that are of interest to AT&T Services and that affect its local and national business and operations. Eileen Mitchell, President, AT&T Illinois shall advise

Consultant of such issues and matters with respect to which AT&T Services desires Consultant's assistance and advice and generally delineate for Consultant the results that AT&T Services expects Consultant to achieve under this Agreement. In connection with its provision of the services under this Agreement, Consultant understands, acknowledges and agrees that:

(a) Consultant is not, and will not claim to be, an employee, joint employee, or agent of AT&T Services. No employment agreement between Consultant and AT&T Services is created by this Agreement or by Consultant's provision of services to AT&T Services.

(b) Consultant is an independent contractor. Consultant shall provide its own place of work and its own instrumentalities and tools of work. Consultant shall not, without the prior written consent of AT&T Services, subcontract any portion of the work covered by this Agreement, or otherwise retain, whether formally or informally, any third party to assist in the performance of the Consultant's obligations under the Agreement. Consultant's employees performing services under this Agreement shall be considered solely Consultant's employees or agents. Consultant has and retains the right to exercise full control of and supervision over Consultant's employees providing the services. Consultant is solely responsible for all matters relating to compensation and benefits, payroll taxes, unemployment compensation, disability insurance, and health and welfare benefits of all Consultant's employees who perform services, including withholding and remitting contributions as required by applicable laws. For purposes of the Affordable Care Act (ACA), and in particular for purposes of Section 4980H of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, with respect to each individual provided by Consultant to work on AT&T Services projects for at least thirty (30) hours per week for at least ninety (90) days, whether consecutive or not, Consultant represents and warrants that it or one of its subcontractors is the common law employer of such individual and shall be responsible for either providing healthcare coverage as required by the ACA (to the extent applicable) or for paying any Section 4980H assessable payments that may be required for failure to provide to such individual (a) health care coverage or (b) affordable healthcare coverage. In no event will AT&T be considered to be the common law employer of such individual for purposes of the ACA. Consultant is required to maintain for a period of ten (10) years information to show compliance with the ACA notwithstanding any other provision to the contrary in this Agreement. Subject to any laws, rules or regulations which may otherwise limit any Consultant action, to the extent that the Consultant or any of the Consultant's agents, consultants, contractors or subcontractors, and each of its and their respective employees, temporary workers, agents, consultants, partners, officers, directors, members or representatives, in each case that are performing services or other activities under this Agreement (each and any of the foregoing Persons, a "Consultant Representative") performs any services under this Agreement that permit physical, virtual or other access to AT&T Services' or its customers' premises, systems, networks, or Information at any time during the term of this Agreement, Consultant shall perform a background check, which may include a drug screen, on such Consultant Representative prior to allowing him or her to perform such services in accordance with guidelines that AT&T Services shall provide to Consultant upon request. Consultant acknowledges and agrees that it is Consultant's sole and exclusive responsibility to determine whether a Consultant Representative's conviction of certain crimes or status as a sex offender as set forth in the guidelines has a reasonable relationship to the Consultant Representative's fitness or trustworthiness to perform the service, subject to any federal, state, or

local restrictions on the consideration of criminal convictions in making employment decisions, and whether such Consultant Representative should be permitted to have such access during the term of this Agreement. "Information" means all confidential, proprietary or trade secret information of AT&T Services or of third parties that is in the possession or under the control of AT&T Services, including but not limited to discoveries, ideas, concepts, know-how, techniques, processes, procedures, designs, specifications, strategic information, proposals, requests for proposals, proposed products, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, marketing plans, customer information (including but not limited to customer name, address, and phone number, any customer or employee personal information, credit card and credit related information, health or financial information, authentication credentials, information concerning a customer's calling patterns, Internet activities, history, and/or patterns of use, unlisted customer numbers, any other information associated with a customer or with persons in the household of a customer, and any information available to AT&T Services and/or its suppliers by virtue of AT&T Services' relationship with its customers as a provider of telecommunications, Internet, information or other services, including the quantity, technical configuration, location, type, destination, and amount of use of telecommunications or other services subscribed to, and information contained on the telephone bills of AT&T Services' customers pertaining to telephone exchange service, telephone toll service or other services received by a customer of AT&T Services), employee personal information, health or financial information, authentication credentials, and other technical, financial or business information, whether disclosed in writing, orally, visually, in tangible or intangible form, including in electronic mail or by other electronic communication.

(c) Neither Consultant nor any Consultant Representative is eligible for or entitled to participate in or receive any wages or benefits provided by AT&T Services to its employees.

(d) Consultant is solely responsible for obtaining insurance for Consultant and, as applicable, all Consultant Representatives. Such insurance shall include coverage in type and amount that is commercially reasonable given the nature of the services to be provided. No insurance whatsoever has been or will be obtained by AT&T Services for Consultant or any Consultant Representative.

(e) AT&T Services will specify generally to Consultant the results that AT&T Services wants accomplished, but Consultant retains control over the means by which the results are lawfully accomplished.

(f) If Consultant, or any Consultant Representative, is required by law to be registered as a lobbyist to perform any obligations requested of Consultant under this Agreement for AT&T Services, then Consultant agrees to register Consultant, and the Consultant Representative if applicable, as a lobbyist in accordance with any such laws before performing any of those obligations. If Consultant believes registration and reporting under any lobbying law are required, Consultant shall advise AT&T Services of this obligation in writing in advance of registration. Consultant shall provide a copy of each lobbying filing(s) to AT&T Services within five (5) business days of submission, and it will assist AT&T Services, when requested, to report as a lobbyist principal or lobbyist employer under state or local government lobbying laws.

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(g) Consultant does not have authority to, and shall not, give, furnish or contribute monies, materials, or supplies, or make gifts or loans to or in support of any candidate, political committee, or political party, or to any officer, employee or agent of a labor union, or to any federal, state or local legislative, executive branch, or judicial official or employee, through or in the name of AT&T Services or any of its Affiliates, directly or indirectly.

(h) Consultant acknowledges that AT&T is committed to operating with the highest standard of integrity and ethics – and with an emphasis on corporate citizenship and sustainability – and that it requires its consultants and their employees and contractors to comport themselves to the same standards in their work for and on behalf of AT&T, including but not limited to, compliance with all applicable laws and regulations, both domestic and foreign. Accordingly, Consultant hereby covenants, on its own behalf and on behalf of each of its Consultant Representatives, that it and they shall comply fully with all, and shall not violate in any respect any, applicable foreign and domestic laws and regulations, including but not limited to (i) all statutory and regulatory requirements governing imports into or exports from the United States or any other country or the terms and conduct of international transactions and the making or receiving of international payments, or relating to economic sanctions or embargoes or terrorism financing, money laundering or compliance with unsanctioned foreign boycotts, including all laws implemented or administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC Laws”) and (ii) all applicable local and international anti-corruption, anti-money laundering, and antiterrorism laws, including without limitation the Foreign Corrupt Practices Act (“FCPA”). Without limiting the foregoing, neither Consultant nor any Consultant Representatives shall directly or indirectly pay, offer, give, promise to pay or authorize the payment of anything of value to any Person, including any Government Official, in violation of the FCPA or similar anti-corruption laws, nor shall it permit such actions by any third party in connection with this Agreement. “Government Official” means (i) an officer or employee of any government or any department, agency, or instrumentality thereof, including government-owned or government-controlled commercial entities; (ii) an officer or employee of a public international organization; (iii) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality or public international organization; (iv) any political party or official thereof; (v) any candidate for political office; or (vi) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons or entities. Consultant represents and warrants that neither it nor any Consultant Representative has received (a) from any Governmental Official or any other Person any written notice of any violation or alleged violation of any OFAC Laws, FCPA or similar anti-corruption laws. Neither the Consultant nor any Consultant Representative has made any offer, payment, promise to pay or authorization for the payment of money or any offer, gift, promise to give, or authorization for the giving of anything of value to any Person in violation of the FCPA or similar anti-corruption laws, or has otherwise violated the FCPA or similar anti-corruption Laws.

(i) Neither Consultant nor any Consultant Representative, nor any Affiliate of Consultant or any Consultant Representative, is or will become a Government Official during the term of this Agreement without prior written approval of AT&T Services.

(j) Without prior written approval from AT&T, or except as expressly provided herein, Consultant and Consultant Representatives will not contact legislators, or federal or state regulatory officials or their staffs, or any foreign government agency or official on behalf of AT&T. Consultant represents and warrants that it is in compliance with and, in providing services under this Agreement, will continue to comply with all applicable international, federal, state and local laws and regulations, including, without limitation, the Illinois Lobbyist Registration Act, 25 ILCS 170/1, et. seq., state and federal ex-parte rules and regulations, the Lobbying Disclosure Act of 1995, 2 U.S.C. §1601, et seq., as amended by the Honest Leadership and Open Government Act of 2007 (Pub. L. 110-81, 121 Stat. 735), the Federal Election Campaign Act of 1971, 2 U.S.C. §431 et seq., as amended, and the pertinent laws and regulations of the United States Office of Government Ethics and all rules and regulations adopted pursuant to any of the foregoing statutes. Consultant shall immediately report to AT&T Services any incident in which Consultant or any Consultant Representative has failed to comply with any applicable law, rule, or regulation while performing services pursuant to this Agreement, whether or not such failure is inadvertent. Consultant also shall immediately identify to AT&T Services the nature and outcome of any professional disciplinary action to which Consultant is or has been a party (including, without limitation, any action before any state ethics commission or similar body).

(k) Neither Consultant nor any Consultant Representatives will use, possess, distribute or sell illegal drugs on AT&T premises or in AT&T vehicles, or use, possess, distribute or sell illegal drugs anywhere while conducting AT&T business. Except as authorized and provided by AT&T, neither Consultant nor any Consultant Representative will use alcohol on AT&T property.

(l) Consultant agrees that none of the services under this Agreement shall be performed or provided and no Information related to this Agreement shall be collected, stored, handled or accessed by Consultant or any Consultant Representative at any location outside of the United States or its territories or possessions. Additionally, Consultant shall not allow any of the services under this Agreement to be performed or provided by a contractor or subcontractor without the prior written consent of AT&T Services as to each proposed contractor or subcontractor. Consultant further agrees that only the specific individuals listed in Consultant's response to the Questionnaire for Engagement of External & Legislative Affairs Consultant submitted in connection with this Agreement shall perform services under this Agreement, and that Consultant will not permit any other Consultant Representatives from performing any services under this Agreement without the prior written consent of AT&T Services. In the event that AT&T Services approves of any Consultant Representatives performing any services pursuant to this Agreement, Consultant shall ensure that each Consultant Representative agrees to abide by all the provisions of this Section in its written contract with Consultant. Any breach of the representations, warranties, or requirements in this Section by Consultant or any Consultant Representative shall constitute a material breach of this Agreement.

(m) Consultant understands that it does not have authority or power to contract for or bind AT&T Services or any of its Affiliates in any manner. Neither Consultant nor any Consultant Representative shall purport to bind AT&T Services or any of its Affiliates to any commitment or obligation without the express prior written consent of AT&T Services.

(n) Consultant represents and warrants that none of the work it is performing for other clients conflicts with the interests of AT&T Services. During the term of this Agreement, and for one year thereafter, Consultant may not provide services to any provider of communications, information, or entertainment services that takes or has taken positions adverse to policies or positions advocated by AT&T Services. Consultant agrees to provide a complete list of Consultant's clients to AT&T Services upon reasonable request so that AT&T Services can confirm whether any conflicts of interest exist. Consultant shall promptly notify AT&T Services in writing of any conflict of interest that comes to its attention and AT&T Services shall have the right to terminate this Agreement without liability to Consultant in the event of such a conflict.

(o) Consultant represents and warrants to the best of its knowledge that no officer, director, employee or agent of AT&T Services has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from the Consultant or any of Consultant's officers, directors, employees or agents in connection with obtaining, arranging for, or negotiating this Agreement or other documents entered into or executed in connection herewith. Consultant agrees not to offer or provide to AT&T Services, or to any employee or agent of AT&T Services, any gifts or benefits that may in any way tend to influence or appear to influence AT&T Services, or its employees or agents, in the performance of their duties. Consultant further agrees that neither Consultant nor any Consultant Representative shall discuss, pursue, enter into or maintain any relationship with any employee of AT&T Services or any of its Affiliates that affects or may appear to affect such employee's judgment in the performance of their duties or appears to be a conflict of interest.

(p) Consultant acknowledges that AT&T Services and its Affiliates expects all of their respective employees, consultants and suppliers, to treat all persons with respect and dignity, and to avoid any behavior that could damage AT&T's reputation. Consultant agrees that neither Consultant nor any of Consultant Representative will employ or tolerate the use of corporal punishment, threats of violence, physical abuse or other forms of physical or verbal coercion, harassment, or intimidation in connection with the performance of any services under this Agreement. Consultant covenants that, at all times during the term of this Agreement, its employment, wage and benefits practices will not be based on color, race, caste, religion, age, maturity, nationality, social or ethnic origin, status, sexual orientation, gender, gender identity or expression, marital status, pregnancy, union membership, or disability, and that it will work toward having a diverse work force. Consultant further agrees that neither Consultant nor any of Consultant Representative will engage in public behavior (on social media or elsewhere) capable of damaging AT&T's reputation during the term of this Agreement.

(q) In any representation of AT&T Services or any of its Affiliates through the use of social media and traditional media, Consultant and each Consultant Representative: (1) must not disclose sensitive or proprietary AT&T information; (2) must respect applicable financial disclosure laws; (3) must be honest and accurate; (4) must respect trademark, copyright and right of publicity laws and Social Site Terms & Conditions; (5) must avoid disparaging comments about AT&T's products, services or customers; and (6) must be in good taste. Neither Consultant nor any Consultant Representative will use any obscene or off-color language or content, or any racial, gender, religious and other slurs in their respective participation in social media. Conduct that is

prohibited in the workplace (e.g. bullying, harassment, discrimination, retaliation) is also prohibited in the digital and social space.

(r) Consultant represents and warrants that its responses to the Questionnaire for Engagement of External & Legislative Affairs Consultant submitted in connection with this Agreement are complete and accurate in all respects, and that it will inform AT&T promptly, but in any event in no more than [5] business days, upon becoming aware of any new information or changes to the information previously provided that would make such previously provided information inaccurate or incomplete in any material respect.

(s) Consultant acknowledges that the provisions of this Agreement are reasonable and necessary. The time period of, geographical area of, and scope of the restrictions on Consultant's activities are divisible so that if any provision is invalid, the provision shall be automatically modified to the extent necessary to make it valid. Consultant also acknowledges that, as provided in Section 2, any breach of this Agreement will be grounds for immediate termination of this Agreement and would injure AT&T Services irreparably, the amount of damages being impossible to ascertain. AT&T Services, therefore, in addition to pursuing any and all remedies provided by law, may obtain injunctive relief and any other appropriate equitable remedies in the event of such breach.

(t) Notwithstanding anything to the contrary contained in this Agreement, in the event that AT&T Services has reason to believe that a material breach has occurred or may occur, in addition to its rights and remedies under the law and this Agreement, AT&T Services may withhold payments until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur. AT&T Services shall not be liable to Consultant for any claims, losses or damages whatsoever related to its decision to withhold payments under this provision.

(u) In the event that AT&T Services has reason to believe that a material breach has occurred or may occur, AT&T Services shall have the right to audit or to have a third party acceptable to AT&T Services, at Consultant's expense, conduct the audit to satisfy AT&T Services that no breach has occurred. Consultant shall, and shall cause Consultant Representatives to, fully cooperate in any audit conducted by or on behalf of AT&T Services. Audits under this section may be conducted as often as deemed necessary by AT&T Services to ensure compliance by Consultant.

(v) If, as part of the work to be provided under this Agreement, Consultant will or may perform any operation or set of operations on information relating to anyone (a "Data Subject") who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an on-line identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person ("Personal Data") or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, and/or such other specifications prescribed by Data Privacy Laws ("Processing" or "Process") that would be subject to the EU

General Data Protection Regulations (“GDPR”), Consultant and AT&T Services shall, prior to Consultant Processing any such Personal Data, amend this Agreement to include the appropriate EU Data Privacy and GDPR Data Processing Obligations. Consultant shall not Process any Personal Data that would be subject to the GDPR without complying in full with this requirement and the provisions of the GDPR.

(w) When appropriate, Consultant’s employees and its approved subcontractors’ employees (each a “Consultant Representative”) shall have reasonable access to AT&T Services’ premises during normal business hours, and at such other times as may be agreed upon by the Parties, to enable Consultant to perform its obligations under this Agreement. Consultant shall coordinate such access with AT&T Services. Where required by governmental regulations, Consultant shall submit satisfactory clearance from the U.S. Department of Defense and/or other federal, state or local authorities. Consultant shall ensure that Consultant Representatives, while on or off AT&T Services’ premises, (i) protect AT&T Services’ materials, buildings and structures, (ii) perform work which does not interfere with AT&T Services’ business operations, and (iii) perform such work with care and due regard for the safety, convenience and protection of AT&T Services, its employees, and its property. AT&T Services may require Consultant Representatives to exhibit AT&T Services-issued identification credentials to gain unescorted access to AT&T Services’ premises for the performance of work. In addition, if any Consultant Representative requires access to AT&T Services’ systems, applications, websites, networks, network elements, and other computing and information storage devices, along with the underlying technologies and delivery methods (e.g., social networks, mobile technologies, cloud services, call and voice recording, and Application Program Interfaces (APIs)), used in connection with Consultant’s work that are not directly reachable from the public Internet (“Nonpublic Information Resources”), Consultant must obtain from AT&T Services an ATT UID for each such Consultant Representative. ATT UIDs are provisioned upon successful opening of a worker record within the vendor management system (VMS). Consultant Representatives shall also exhibit their company’s photo identification, if any. If, for any reason, any Consultant Representative is no longer performing work or no longer has a need to have access to AT&T Services Nonpublic Information Resources, then Consultant shall immediately close the Consultant Representative’s record in the VMS and promptly return any AT&T Services-issued identification credentials. In cases where a Consultant Representative is being removed due to misconduct involving work at AT&T Services, Consultant will immediately inform the AT&T Services sponsoring manager of the nature of the misconduct. AT&T Services currently uses a third party VMS vendor and reserves the right to change the VMS vendor at any time and from time to time. Consultant shall enter into an agreement with AT&T Services’ designated VMS vendor, at no cost to AT&T Services, and supply any information about each Consultant Representative reasonably required by the VMS vendor to create a worker record and enable provisioning of identification credentials and ATT UIDs. If Consultant fails to enter into an agreement with AT&T Services’ VMS vendor to use the VMS, Consultant Representatives will not be allowed access to AT&T Services’ premises (other than on an escorted basis) or to AT&T Services’ Nonpublic Information Resources. AT&T Services reserves the right to restrict Consultant’s or Consultant Representatives’ access to AT&T Services’ facilities and/or Nonpublic Information Resources, without liability to AT&T Services, until AT&T Services is satisfied that Consultant is compliant with its obligations under this Section. Consultant shall ensure that information provided to AT&T Services or the VMS vendor



for its Consultant Representatives is 1) input accurately into the VMS (including the SSN/Security ID for each Consultant Representative, the Agreement number in the "Contract or PO #" field as it may be changed, the start and end dates (end date must not be after the expiration date of the Agreement), and the worker classification obtained from the AT&T Services sponsoring manager), 2) maintained properly throughout the term of the engagement, and 3) closed on a timely basis upon the termination or expiration of the engagement or the need for the Consultant Representatives to have access to AT&T Services' premises or Nonpublic Information Resources. Consultant shall not enable or allow any Consultant Representative to let anyone else use the AT&T Services identification credentials or an ATT UID issued to that Consultant Representative to gain access to AT&T Services' premises or Nonpublic Information Resources. In addition, notwithstanding anything to the contrary in the termination section of this Agreement, if Consultant breaches any of its obligations under this Section, then AT&T Services may, by giving notice to Consultant, terminate this Agreement, in whole or in part, as of the termination date specified in such notice without regard to any cure period and without liability to Consultant except for payment for work performed up to the date of termination.

## **Section 2**

### **Term of Agreement:**

This Agreement will become effective on January 1, 2019 and end on December 31, 2019. Consultant agrees that, prior to December 31, 2019, Consultant will give AT&T Services the first right to retain Consultant to provide consulting services for the subsequent twelve (12) months or through the term of the subsequent legislative session in Illinois.

This Agreement may be terminated by either party upon thirty (30) days' written notice for any reason or no reason. If either party terminates this Agreement upon thirty (30) days' written notice, Consultant will receive compensation for services rendered only through the date of termination, provided that in no event will Consultant be compensated for the value of the services beyond the end date of this Agreement. The compensation payments by AT&T Services shall constitute a full and complete discharge of AT&T Services' obligations under this Agreement.

Notwithstanding the foregoing, this Agreement may be terminated immediately upon notice by AT&T Services in the event Consultant and or Consultant Representative breaches any provision of this Agreement or if Consultant or any Consultant Representative engages in or is accused of engaging in any fraudulent, unethical or criminal activity, sexual harassment, or any other conduct that might constitute a risk to AT&T Services' or any of its Affiliates' financial or security interests or that could damage AT&T Services' or any of its Affiliates' reputation. Upon such termination, AT&T Services shall pay Consultant a pro-rated amount, based on the date such termination occurs, for the calendar month within which the termination occurs. Such payment shall constitute a full and complete discharge of AT&T Services' obligations under this Agreement.

### **Section 3** **Compensation**

As compensation for its services, Consultant will receive \$2,500.00 per month. The total maximum value of this Agreement shall not exceed \$30,000.00.

The per-month amount listed above is a fixed fee for Consultant's services under this Agreement. It is agreed that this per-month amount will be inclusive of and cover all normal expenses, which include, but are not limited to, business meals, periodical and newspaper subscriptions, telephone expenses, fax charges, copying expenses, local ground transportation charges, and secretarial and administrative support services. AT&T Services shall not reimburse Consultant for any expenses incurred in excess of this monthly amount. Under no circumstances will AT&T Services reimburse Consultant for any personal contributions or gifts that Consultant may make to any political candidate, political party or labor union.

Consultant shall submit to AT&T Services an invoice for compensation for services no later than forty-five (45) days after the end of the month in which such services were provided by Consultant. All valid and complete invoices are payable within sixty (60) days after receipt by AT&T Services. AT&T Services may withhold payment for any amount that is in dispute. If only a portion of any invoice is disputed, AT&T Services shall pay the undisputed portion. If all or part of an invoice is in dispute, AT&T Services shall promptly notify Consultant, in writing, of the nature of the dispute and the parties shall work together to resolve the dispute in a reasonable and timely manner. Invoices received by AT&T Services more than six (6) months after the performance of services are untimely and AT&T Services shall have no obligation to pay such invoices.

Compensation for services performed under this Agreement shall include all taxes except applicable sales taxes imposed upon the performance of services, and AT&T Services will pay such sales taxes to Consultant provided they are added to the compensation and stated as separate items on and at the time the applicable invoice is submitted by Consultant. Consultant agrees to pay, and to hold AT&T Services harmless from and against, any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure of Consultant, for any reason, to pay any tax or file any return or information required by law, rule or regulation or by this Agreement to be paid or filed by Consultant. Consultant and any of its Affiliates, as appropriate, receiving payments hereunder shall provide AT&T Services with a valid United States Internal Revenue Service ("IRS") Form W-8BEN, W-8BEN-E, W-8ECI, W-8EXP, W-8IMY, or W-9 (or any successor form prescribed by the IRS). AT&T Services may reduce any payment otherwise due Consultant in connection with the provision of services under this Agreement by the amount of any tax imposed on Consultant that AT&T Services is required to pay directly to a taxing or other governmental authority ("Withholding Tax"). Alternatively, if applicable law permits, AT&T Services agrees that it will honor a valid exemption certificate or other mandated document evidencing Consultant's exemption from payment of, or liability for, any Withholding Tax as authorized or required by statute, regulation, administrative pronouncement, or other law of the jurisdiction providing said exemption. AT&T Services shall

provide Consultant with documentation evidencing withholding within a reasonable period of time.

**Section 4**  
**Confidentiality:**

From time to time, AT&T Services may share Information, as defined in Section 1(b), with Consultant to assist Consultant in performing the services outlined in this Agreement. All such Information, whether provided orally or in writing, shall be considered confidential. Consultant agrees not to disclose any such Information to any person who is not Consultant's employee without the prior written consent of AT&T Services, and to provide prompt notice to AT&T Services of any judicial or quasi-judicial demand for such Information. Consultant shall not use such Information for any purpose other than fulfillment of its duties under this Agreement. The duty to maintain the confidentiality of all such Information shall continue beyond the term of this Agreement for so long as such Information remains non-public or proprietary.

If, as part of the work to be provided under this Agreement, Consultant will or may perform any operation or set of operations on information relating to anyone (a "Data Subject") who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an on-line identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person ("Personal Data") or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, and/or such other specifications prescribed by Data Privacy Laws ("Processing" or "Process") that would be subject to the EU General Data Protection Regulations ("GDPR"), Consultant and AT&T Services shall, prior to Consultant Processing any such Personal Data, amend this Agreement to include the appropriate EU Data Privacy and GDPR Data Processing Obligations. Consultant shall not Process any Personal Data that would be subject to the GDPR without complying in full with this requirement and the provisions of the GDPR.

Consultant may create or collect on behalf of AT&T Services or receive from AT&T Services or a third-party, recorded information, regardless of physical form or characteristics, evidencing AT&T Services' activities, transactions, and business decisions ("AT&T Services Records") in connection with this Agreement. AT&T Services has sole discretion to request the return or certified destruction of AT&T Services Records in Consultant's possession at any time during any Retention Period. Upon AT&T Services' request, Consultant shall immediately deliver the AT&T Services Records to AT&T Services or securely destroy the AT&T Services Records in accordance with AT&T Services' request and this Section. Upon AT&T Services' receipt of such AT&T Services Records or a formal document containing detailed information about the destruction of AT&T Services Records that ensures that the secure destruction procedure used renders materials incapable of reconstruction by any reasonable procedure and complies with all relevant laws pertaining to such AT&T Services Records (a "Certificate of Destruction"), Consultant shall have no further retention obligations. Following the destruction of AT&T Services Records or any

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copies thereof, Consultant shall provide AT&T Services with a listing of AT&T Services Records and copies that have been securely destroyed and the associated Certificate of Destruction. The Certificate of Destruction shall be provided within seven (7) days of the date on which the destruction is complete.

## **Section 5**

### **Performance of Services:**

Consultant agrees to be available, and to commit its best efforts, including the full resources at its disposal, to the fulfillment of the terms of this Agreement. Consultant's duties and obligations under this Agreement are not assignable without AT&T Services' prior written agreement. Upon request by Eileen Mitchell, President, AT&T Illinois, Consultant shall provide a brief, written description of the services Consultant has rendered pursuant to this Agreement.

This Agreement is not assignable to Consultant's heirs, successors or assigns and shall terminate immediately and without further notice from or obligation of AT&T Services upon the death, bankruptcy or mental incapacity of Consultant, except for payment for services properly rendered prior to the date of termination.

## **Section 6**

### **General:**

All notices or communications required herein shall be in writing, either by written letter or e-mail, addressed as follows:

<b>If to AT&amp;T Services:</b>	Eileen Mitchell
By Letter:	President, AT&T Illinois 225 West Randolph Street, Floor 27D Chicago, IL 60606
By e-mail:	<a href="mailto:em9573@us.att.com">em9573@us.att.com</a>
<b>With a Copy to:</b>	Karl B. Anderson
By Letter:	Assistant Vice President-Senior Legal Counsel 225 West Randolph Street, Floor 25D Chicago, IL 60606
By e-mail:	<a href="mailto:ka1873@att.com">ka1873@att.com</a>
<b>If to Consultant:</b>	Michael J. Synowiecki
By Letter:	Daley and Georges, Ltd. 20 S. Clark St., Suite 400 Chicago, IL 60603
By e-mail:	<a href="mailto:msynowiecki@daleygeorges.com">msynowiecki@daleygeorges.com</a>

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois without regard to its choice of law provisions.

Consultant is solely responsible for injury or loss suffered by any third party resulting from Consultant's performance under this Agreement. Consultant agrees to protect, defend, indemnify and hold AT&T Services and its directors, officers and employees free and harmless from liability for any such loss and against any claim, suit, or proceeding brought against AT&T Services or its directors, officers, or employees resulting from, relating to, or arising out of a claim that Consultant violated any provision of law in performing its duties under this Agreement and any claims arising out of, or in connection with, (directly or indirectly) any negligent or willful acts or omissions of Consultant in connection with its performance under this Agreement or any breach or default in the performance of any obligation on the Consultant's part to be performed under this Agreement. Consultant will notify AT&T Services immediately upon becoming aware of any claims or demands for which Consultant or AT&T Services is alleged to be responsible under this Agreement. Without limiting the foregoing provisions of this section, Consultant also agrees to protect, defend, indemnify, and hold AT&T Services and its directors, officers, and employees free and harmless from liability from any such loss in the event that any federal, state or local governmental agency or any current or former Consultant Representative asserts claims arising out of the employment relationship with Consultant, or otherwise with respect to performance under this Agreement, including but not limited to claims, suits, proceedings, charges and actions arising under Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, the Age Discrimination in Employment Act, as amended, the Rehabilitation Act, the Americans with Disabilities Act, as amended, the Fair Labor Standards Act, the Family and Medical Leave Act, Workers' Compensation laws, the National Labor Relations Act and any other applicable federal, state or local laws. Consultant's duties to protect, defend, indemnify, and hold free and harmless AT&T Services and its directors, officers, and employees under this section include, but are not limited to, any liability, cause of action, lawsuit, penalty, claim or demand, or administrative proceeding in which AT&T Services and its directors, officers, or employees is named as or alleged to be an "employer" or "joint employer" with the Consultant. The foregoing indemnity obligation shall be in addition to any other indemnity obligations of Consultant set forth in this Agreement.

Consultant agrees to protect, defend, indemnify and hold free and harmless AT&T Services and its customers (the "Indemnitees") from and against any liability, including increased damages for willful infringement, (collectively "Covered Loss") resulting from, arising out of or related to (a) any infringement, or claim of infringement, of any patent, trademark, copyright, service mark, or other intellectual property right of any third party including any infringement resulting from use or installation of any material or services furnished to AT&T Services or (b) misappropriation of any trade secret, proprietary or non-public information in connection with the services ("Covered Claim"), regardless of whether meritorious, including use of the services in combination with services or materials not furnished by Consultant (a "Combination Claim"). If Consultant's obligations under this Section result from, arise out of, or relate to a Combination Claim, then Consultant shall be liable to pay only that portion of the Covered Loss determined, not at AT&T Services' sole discretion, but rather on an objectively fair and equitable basis (taking into account the relevant facts and circumstances and using the same standards that would be applied by a court or other neutral adjudicator under applicable law) to be attributable to Consultant based on the

relative materiality of the role played by the applicable services in the Combination Claim. AT&T Services shall have sole control over the defense of (i) any Combination Claim and (ii) any other Covered Claim that involves Consultant and one or more other suppliers of AT&T Services; in either of which cases Consultant shall cooperate in every reasonable way with AT&T Services to facilitate the defense and may, at its option and at its own expense, participate with AT&T Services in the defense with counsel of its own choosing.

If Consultant's obligations under this Section result from, arise out of, or relate to a claim other than (i) or (ii) above, then Consultant may control the defense, in which case the Indemnitees may, at their option and expense, participate with Consultant in the defense of such Covered Claim. AT&T Services shall notify Consultant promptly of any Covered Claim, but such notice shall not be a precondition of Consultant's obligations under this Section. In no event shall Consultant settle, without AT&T Services' prior written consent, any Covered Claim in a manner that would require any of the Indemnitees to discontinue or materially modify its products or services. In addition to Consultant's other obligations set forth in this Section, if AT&T Services' rights hereunder are restricted by Consultant or an injunction or order is sought or likely to be obtained against AT&T Services' use of any material or service or if, in Consultant's opinion, any material or service provided by Consultant is likely to become the subject of a claim of infringement, Consultant will, at its option and sole expense, either: (1) procure for AT&T Services the right to continue using the allegedly infringing material or service; or (2) replace or modify the material or service to make it a substantially similar, functionally equivalent, non-infringing material or service while retaining the original quality. In no event will AT&T Services be liable to Consultant for any charges after such time that AT&T Services no longer uses any material or service because of actual or claimed infringement. Consultant agrees to defend or settle, at its own expense, any action or suit for which it is responsible under this paragraph, provided that such settlement shall not limit, interfere with or otherwise adversely affect the Indemnitees' rights or Consultant's obligations under this Agreement, or impose any liability on AT&T Services. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, NONE OF THE LIMITATIONS OF LIABILITY (INCLUDING ANY LIMITATIONS REGARDING TYPES OF OR AMOUNTS OF DAMAGES OR LIABILITIES) CONTAINED ANYWHERE IN THIS AGREEMENT WILL APPLY TO CONSULTANT'S OBLIGATIONS UNDER THIS SECTION.

Ownership of and all rights in any and all findings, reports, questionnaires, content, developments, inventions, deliverables, and other work product produced as a result of this Agreement, and all other materials which become an integral part of the engagement under this Agreement ("Work Product"), including all rights in any trademarks, patents, copyrights, data, trade secrets and other intellectual property contained in or derived from the Work Product, hereby vest in and shall be the exclusive property of AT&T Services, including the title to copyright in all copyrightable material, regardless of whether Work Product was created solely by Consultant or jointly by the parties. The parties expressly agree to consider as a "work made for hire" any Work Product which qualifies as such under the laws of the United States or other jurisdictions. To the extent that the Work Product does not qualify as a "work made for hire" or where AT&T Services deems it necessary for any other reason, Consultant hereby assigns to AT&T Services all of its right, title and interest in such Work Product. Consultant agrees to provide all reasonable assistance, including providing technical information relating to the Work Product and executing

all documents of assignment and other documents (and to cause its agents, contractors, subcontractors, employees and others to provide such assistance and information and execute such documents) which AT&T Services may deem necessary or desirable to perfect its ownership interest in such Work Product, including trademark, patent or copyright applications in such Work Product. If the Work Product contains elements Consultant or others on its behalf previously or independently developed, Consultant grants to AT&T Services, or agrees to obtain for AT&T Services, an unrestricted, perpetual, worldwide, royalty-free license to use, copy, modify, distribute, publicly display, publicly perform, import, manufacture, have made, sell, offer to sell (whether directly or through channels of distribution), exploit and sublicense such elements (and have others do any of the foregoing acts on AT&T Services' behalf) to the extent they are needed for AT&T Services to exercise its rights in the Work Product. Any such license shall include AT&T Services' right to grant an unrestricted, royalty-free license to its Affiliates for the purposes stated herein. Consultant shall place a copyright or other proprietary notice on the Work Product at AT&T Services' request. The Work Product shall constitute AT&T's Information under this Agreement.

If Consultant engages in any of the following activities, then Consultant shall comply at all times with the AT&T Supplier Information Security Requirements (SISR) available at [http://www.attsuppliers.com/misc/ATT\\_SISR\\_Appendix.pdf](http://www.attsuppliers.com/misc/ATT_SISR_Appendix.pdf) and incorporated herein by reference:

- 1) Connectivity to AT&T Services' systems, applications, websites, networks, network elements, and other computing and information storage devices, along with the underlying technologies and delivery methods (e.g., social networks, mobile technologies, cloud services, call and voice recording, and Application Program Interfaces (APIs)), used in connection with the work to be provided under this Agreement ("Information Resources") that are not directly reachable from the public Internet ("Nonpublic Information Resources"),
- 2) Collection, storage, handling, backup, or disposal of and/or access to Information of AT&T Services,
- 3) Providing or supporting AT&T branded applications and/or services using non-AT&T Services Information Resources
- 4) Development or customization of any software for AT&T Services, or
- 5) Website hosting and development for AT&T Services and/or for customers of AT&T Services.

The terms of this Agreement shall be considered confidential and may not be disclosed to any third party without the express written agreement of AT&T Services. Consultant shall not commercially use AT&T Services' trade name or trademarks without AT&T Services' express written consent which may be granted or withheld in its sole discretion.

If any part of this Agreement is held invalid or unenforceable, such invalidity or non-enforceability shall not invalidate or render unenforceable any other portion of this Agreement. In

Mr. Michael J. Synowiecki  
Daley and Georges, Ltd.  
January 1, 2019  
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that event, the entire Agreement will be construed as if it did not contain the particular invalid or unenforceable provision(s), and the rights and obligations of the parties to this Agreement will be construed and enforced accordingly. The failure of a party to this Agreement in any instance to object or to take affirmative action with respect to an act or omission of the other party to this Agreement which violates the terms of this Agreement shall not be construed as a waiver of that or any future violation.

This Agreement contains the entire understanding between the parties regarding this consulting relationship, and there are no other agreements, oral or written. This Agreement may be modified or amended only by a written amendment signed by both parties. Your signature below will indicate your understanding of, and concurrence with, all of the terms and conditions of this Agreement.

**AT&T Services, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eileen Mitchell  
President, AT&T Illinois

Form Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Karl B. Anderson  
AT&T Legal – Assistant Vice President-Senior Legal Counsel

**Consultant: Daley and Georges, Ltd.**

By: Michael J. Synowiecki Date: March 18, 2019  
Michael J. Synowiecki