

## HVJT CONSULTING, LLC CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the “**Agreement**”) is made by and between **HVJT Consulting, LLC** (the “**Client**”), a Virginia limited liability company with a mailing address of 15405 John Marshall Highway, Haymarket, VA 20169, and **Kasper & Nottage, P.C. (the “Consultant”)**, with a mailing address at 151 North Franklin Street, Suite 2500, Chicago, Illinois 60606.

### RECITALS

- R-1.** The Client wishes to retain the services of the Consultant as an **independent contractor**. Consultant’s primary responsibility will involve providing consulting services (“**Services**”) to Client as described in Section 1 or pursuant to work orders issued under this Agreement; and
- R-2.** Client is willing to retain Consultant **as an independent contractor** to perform the Services as set forth in this Agreement.
- R-3.** When accepted and signed by Consultant, this document will constitute the entire agreement for those Services.

**NOW, THEREFORE**, in consideration of these mutual covenants and agreements, the sufficiency of which is hereby acknowledged, the parties, each intending to be legally bound, covenant and agree as follows:

The Recitals set forth above are incorporated herein as operative statements as if set forth in full below.

This Agreement is made effective as of **February 1, 2021** (the “**Effective Date**”) between Client and Consultant.

### 1. SERVICES

**1.1.** Consultant’s primary responsibility shall be to provide state and local government consulting services in Illinois to Client for the benefit of Dell Technologies Inc.

**1.2.** Paragraph 1.1 above notwithstanding, the specific consulting Services and the specific times such Services are to be performed shall be mutually agreed upon by Consultant and the Client, or such other person as the Client may designate on behalf of Client. Client expects Consultant to devote the number of hours as is reasonably necessary to fulfill the purposes of this Agreement.

**1.3.** Consultant will be in control of the manner and means of the performance of the Services provided under this Agreement, and Consultant will provide status updates/reports (as requested by Client and mutually agreed upon by Consultant and

Client) to Client on a timely basis regarding the specific Services performed and regarding the status of assignments given.

**1.4.** Any personnel supplied by Consultant will be deemed to be Consultant's employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of Client. Consultant will keep Client informed from time to time as to the identity of any individual or individuals retained or employed by Consultant who may be performing services on Consultant's behalf under this Agreement. Actual direction and control of such employees, agents and independent contractors shall at all times be Consultant's responsibility.

**1.5.** If any employee, agent, or independent contractor of Consultant performs work in furtherance of Services under this Agreement in an unsatisfactory manner or otherwise is not acceptable to Client, Client will inform Consultant and Consultant agrees to remove such employee, agent or independent contractor from any and all work Consultant is performing in furtherance of Services under this Agreement.

**1.6.** Consultant shall be responsible for all Services to be provided under this Agreement. Consultant warrants that all Services under this Agreement shall be performed and completed in a professional, ethical, and competent manner. The standard of care applicable to Consultant in the performance of the Consultant's Services shall be governed by the laws of the jurisdiction where the substantial portion of the Consultant's Services are performed.

**1.7.** Consultant hereby affirms that Consultant has in place, and in force, a Document Retention Policy that is reasonable and necessary in the context in which Consultant and Consultant's consulting business is engaged and as necessary to comply with all laws of any relevant jurisdiction.

**1.8.** During the term of this Agreement, Consultant (and Consultant's employees, agents, and independent contractors) will refrain from any action or conduct which is inimical or directly opposed to the interests of Dell Technologies Inc. Consultant will promptly advise Client of any possible conflict of interest.

**1.9.** All Services rendered by Consultant under the terms of this Agreement will be rendered in accordance with all applicable federal, state and local laws and regulations, including, without limitation, the Federal Election Campaign Act of 1971, as amended, the Internal Revenue Code, the Gift Rules and Guidelines of the United States Senate and House of Representatives, the Standards of Ethical Conduct of Employees of the Executive Branch, and the Lobbying Disclosure Act of 1995, as amended, the Honest Leadership and Open Government Act, and all similar state and local laws and rules regarding the registration, reporting, and conduct of those engaging in lobbying activities. It is understood and agreed that no part of the fee, other compensation or expense reimbursements paid to Consultant under this Agreement will be paid directly or indirectly to a government official or employee.

**1.10.** In connection with the Services Consultant will provide under this Agreement, Consultant will appropriately and timely file with governmental entities any and all disclosures and other reports as may be required by law or regulation. In addition,

Consultant shall maintain a record retention protocol that is necessary for compliance with state and federal statutes and rules, including but not limited to the retention of billing records, time sheets, lobbying records, bank statements, and tax documents.

**1.11.** During the Term of this Agreement, Consultant may provide services to other parties provided such services (i) do not conflict with the interests of Dell Technologies Inc. for which Consultant is performing Services under the terms of this Agreement; and (ii) do not interfere with the Services to be rendered under this Agreement. With respect to any work Consultant may perform for other parties where such work could be reasonably perceived to be in conflict with Dell Technologies Inc., Consultant will keep Client informed from time to time as to the identity of any such parties to whom Consultant is providing services as well as providing information as to the general nature and scope of activities Consultant is providing for such parties.

**1.12.** Consultant agrees to procure from the proper authority all permits and licenses which may be required in Consultant's performance of the Services, and to pay all excise, license, occupation, and other taxes which may become payable to any authority by reason of the Services. Consultant agrees to comply, and shall ensure that Consultant's employees, agents and/or subcontractors comply, with all federal, state, county, and municipal laws, rules, regulations, and ordinances applicable to the performance of the Services.

**1.13.** Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of Client, or to be deemed to provide Consultant with the power or authority to act for or on behalf of Client, or to bind Client to any contract, agreement, or arrangement with any other person, except as specifically set forth herein.

## **2. COMPENSATION, EXPENSES, INVOICING, TAXES, AND BENEFIT**

**2.1.** Consultant shall earn a monthly fee of \$6,000 for services provided.

**2.2.** Consultant maintains a position of trust with Client, and in that regard shall be trusted to incur certain expenses on Client's behalf that are both directly and necessarily related to the performance of Consultant's Services under this Agreement. Such expenses may include, but are not limited to, photocopying, messenger and delivery service, air and other travel, hotels, parking, filing fees, and related operating expenses. Should Consultant anticipate such expenses exceeding \$500 in any month, Consultant shall submit to Client's designee a request in writing in advance for the reimbursement of those expenses. Expenses exceeding \$500 in a given month and not approved in advance are reimbursable at the sole discretion of Client. Under no circumstances shall Client reimburse or compensate Consultant for political contributions made by Consultant or any of its officers, employees, or agents.

**2.3.** During the Term of this Agreement, Consultant will invoice Client in writing no later than the 5th day after each month in which services are provided for fees and reimbursable costs and expenses. Consultant will provide a written description of the

Services provided with the submission of invoices or as otherwise directed by Client. All such costs and expenses must be itemized and Consultant will produce back-up for such costs and expenses upon request.

**2.4.** Consultant's monthly invoices are payable by Client within 45 days after receipt.

**2.5.** Client will provide Consultant with a W-9 and 1099 tax form, if applicable, for the Consultant's filing.

**2.6.** Consultant is solely responsible for the payment of Consultant's federal, state, and local taxes, and for any filings required in connection with such taxes. Client is not responsible for the payment of, or withholding of, federal, state, or local income taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workers compensation insurance, and any other similar personnel costs in connection with the Services performed under this Agreement. Under no circumstances will Consultant or any of Consultant's employees or subcontractors or representatives be entitled to any form of fringe benefit or employee benefit from Client, including, but not limited to, any pension, deferred compensation, 401(k), retirement, disability, health insurance or life insurance benefit or coverage, and Consultant, Consultant's employees, representatives, agents and subcontractors expressly and irrevocably waive any such claim or entitlement.

### **3. TERM OF ENGAGEMENT**

**3.1.** This Agreement shall be effective as of **February 1, 2021** and shall terminate on **January 31, 2022**, unless earlier terminated in accord with the provisions of this Agreement.

**3.2.** Either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other.

**3.3.** Notwithstanding section 3.2, Client shall have the right to terminate this Agreement at any time without advance notice in the event that (a) Consultant fails to perform Consultant's Services with the appropriate standards of skill and care, or (b) Consultant is otherwise in breach of any of the terms of this Agreement.

**3.4.** If this Agreement is terminated for any reason, Client will be obligated to pay Consultant for all Services performed under this Agreement through the date of termination. For any partial month in which Consultant provides Services to Client, Consultant shall be entitled to a pro rata portion of the monthly fee in Section 2.1 representative of the portion of the month during which Client retained Consultant pursuant to this Agreement.

### **4. CONFIDENTIALITY**

**4.1.** Consultant acknowledges that Consultant may have access to written, computerized, oral, and other confidential information, which is highly proprietary to

Client, and the disclosure of which, beyond Client and its employees and consultants, is not authorized. Except as necessary to perform the Services hereunder, Consultant agrees that Consultant will not disclose or use any confidential information, in any form, for any purpose, except with Client's express, written, prior approval or with the express written, prior approval of such designee as Client may choose. This provision does not apply to information already in the public domain at the time of the disclosure or use through no fault of Consultant, or disclosure required by law or court order.

**4.2.** Consultant will assume that all information Consultant will receive in the course of Consultant's consulting Services under this Agreement is confidential, unless such information clearly is in the public domain.

**4.3.** Consultant (and Consultant's employees, agents, or independent contractors) will not, during or after the Term of this Agreement, directly or indirectly, use, disseminate, or disclose to any person, firm or other business entity for any purpose whatsoever, any information which was disclosed to Consultant as a consequence of or through Consultant's Services to Client under this Agreement.

**4.4.** Each employee, agent, or independent contractor of Consultant's who provides Services under this Agreement must adhere to Consultant's own confidentiality requirements adhering to the provisions of this Agreement.

**4.5.** Immediately upon the termination of this Agreement, Consultant will deliver to Client (without retaining any copies thereof), any and all documents, magnetic tape recordings, computer disks and files, work products, statements or other written information obtained from Client that contain, are based upon, or are generated from confidential information.

**4.6.** Further, all other documents constituting confidential information shall be destroyed unless any such documents relate in any way to a legal action or subpoena involving Client, or other legal requirement to maintain certain records. The return and destruction of documents herein shall in no way obviate Consultant's obligations to maintain the confidentiality of the confidential information.

**4.7.** Consultant acknowledges that any violation by Consultant of these confidentiality provisions (or any violation by any employee, agent, or independent contractor of Consultant's) at any time both during and after the term of this Agreement will produce severe damage and injury to Client. In the event of the breach, or threatened breach, by Consultant of these provisions, Client shall be entitled to seek injunctive relief, both preliminary and permanent, enjoining and restraining such breach or threatened breach. These remedies shall be in addition to all other remedies available to Client in law or in equity, including but not limited to the right to recover from Consultant any and all damages that may be sustained as a result of the breach. If an attorney is retained to enforce these confidentiality provisions, the prevailing party shall be entitled to reasonable attorneys' fees, including any such fees set by the trial or appellate court upon trial or appeal.

## **5. INDEMNIFICATION**

Consultant agrees to indemnify Client, and any of its affiliates, successors, assigns, officers, directors, members, employees, and agents (collectively, “Indemnified Persons”) and hold Indemnified Persons harmless from any cost or expenses, including attorney fees, and any and all liability or loss resulting from or arising: (i) in any way out of the performance of Services under this Agreement, (ii) from any inaccuracy in representation, warranty, covenant or agreement of Consultant described in this Agreement or breach of this Agreement by Consultant; *or* (iii) from any negligence, willful misconduct, or intentional act of Consultant.

## **6. INTELLECTUAL PROPERTY**

**6.1.** To the extent that any work product delivered to Client pursuant to this Agreement includes material subject to copyright, Consultant agrees that the work product is created as a “work for hire” as that term is defined under United States copyright law, and that as a result, Client shall own all copyrights in the work product.

**6.2.** To the extent that such work product does not qualify as a work for hire under applicable law, and to the extent that such work product includes material subject to copyright, trademark, patent, trade secret, or other proprietary right protection, Consultant hereby assigns to Client, its successors and assigns, all right, title and interest in and to the work product, including all copyrights, trademarks, patents, trade secrets, and other proprietary rights therein (including renewals thereof). Consultant shall execute and deliver such instruments and take such other action as may be required and requested by Client to carry out the assignment contemplated by this paragraph.

**6.3.** Any documents, files, images, audio, video, magnetically or optically encoded media, or any other materials, including donor lists and information, created by Consultant pursuant to this Agreement shall be the exclusive property of Client and subject to the terms of this Agreement.

## **7. GENERAL PROVISIONS**

**7.1.** The rights and obligations under this Agreement may not be assigned or delegated, in whole or in part, to any other party or parties without the prior written consent of Client, which consent shall not be withheld unreasonably. Client’s consent to any such assignment or subcontract shall not relieve Consultant of any liability for the performance of this Agreement.

**7.2.** All rights of the parties under this Agreement shall survive the conclusion or termination of this Agreement.

**7.3.** Except as provided in the paragraph immediately below, the parties agree that any action or proceeding arising out of or relating to this Agreement and all claims in respect of the action or proceedings may be heard and determined in a court with

jurisdiction sitting in the Commonwealth of Virginia. This Agreement shall be governed and construed in accordance with and pursuant to the laws of the Commonwealth of Virginia without giving effect to any choice of conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

**7.4.** Notwithstanding the provisions of the paragraph immediately above, Client may, at its election, and prior to the filing of any action in any court by either Client or Consultant, refer any dispute or controversy between the parties arising from or relating to this Agreement to binding arbitration to be held in the Commonwealth of Virginia, in accordance with the rules of the American Arbitration Association then in effect.

**7.5.** If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be valid.

**7.6.** The failure of either party hereto at any time to require performance by the other party of any provision of this Agreement shall in no way effect the right of such party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any succeeding breach of such provisions, or as a waiver of the provision itself.

**7.7.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**7.8.** Except as specified otherwise, each party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

**7.9.** The provisions of this Agreement were negotiated by the parties hereto and said agreement shall be deemed to have been drafted jointly by all of the parties hereto and it shall not be deemed to be the work of either party, nor shall it be interpreted against either party as the drafter. If any action is brought to enforce, or to construe or determine the validity of, any term or provision of this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and costs of the action.

**7.10.** All notices, requests, demands, and other communications which are required or may be given under this Agreement, except as herein provided, shall be in writing and shall be deemed to have been duly given when received if personally delivered, two (2) days after it is sent if sent by recognized expedited delivery service; and upon receipt, if mailed, certified mail, return receipt requested. In each case communications shall be sent to the address set forth below the party's name on the signature page hereto.

**7.11.** This Agreement supersedes all prior oral or written proposals, communications or other agreements related to the subject matter of this Agreement. This Agreement

constitutes the entire understanding between Consultant and Client with regard to the subject matter of this Agreement and no amendment or change shall be binding upon the parties unless in writing and signed by both parties.

**7.12.** Each exhibit and schedule hereto shall be attached hereto and shall be considered a part hereof as if set forth in the body hereof in full.

**7.13.** Each party shall bear their own costs of legal fees associated with the negotiation and execution of this Agreement, or with any other aspect of the relationship between Client and Consultant.

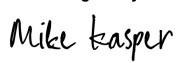
**7.14.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile or electronic signature, which shall be considered original signatures in accordance with applicable law.

The undersigned have executed this Agreement on the dates written below their signatures and to be effective as of the date set forth on Page 1 of this Agreement.

**HVJT Consulting, LLC**  
15405 John Marshall Highway  
Haymarket, VA 20169

**Kasper & Nottage, P.C.**  
151 North Franklin Street, Suite 2500  
Chicago, Illinois 60606

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By: Jill vogel  
Title: Partner

By: Mike Kasper  
Title: president

Date: 1/19/2021

Date: 1/18/2021