

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) is entered into by and between CELLEBRITE Inc. (the “Company”), and Gyata Kimmons, Ridge Strategy Group, LLC (the “Consultant”).

WHEREAS, the Company desires to retain the services of the Consultant and the Consultant desires to perform certain services for the Company; and

WHEREAS, the Consultant is in the business of providing such services and has agreed to provide such services pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Services To Be Performed. Between **October 1, 2021** (the “Effective Date”) and **September 30, 2022** (the “Consultation Period”), the Consultant will perform services related to strategic planning assistance and procurement opportunities in the City of Chicago, Cook County, and the State of Illinois (collectively, the “Services”). Such Services include, but are not limited to the following endeavors:

STRATEGIC BUSINESS DEVELOPMENT

- Work with Cellebrite representatives and provide strategic planning assistance and procurement opportunities to best position Cellebrite and its initiatives;
- Engage Cellebrite leadership on a regular basis regarding the government investigative and intelligence market in Illinois and available market differentiators, including but not limited to emerging technologies and potential strategic partnerships.
- Accompany Cellebrite representatives meeting with state leaders, and help expand the market’s knowledge and understanding of Cellebrite’s product. Ridge Strategy Group will also assist with problem solving to source potential new state partners and to retain existing clients.
- Assist with the growth of Cellebrite’s national local government practice through leveraging Consultant’s network of relationships in the city of Chicago and State of Illinois, along with individual supervisors, county commissioners, and chief executive officers.

SPECIFIC SALES PRIORITIES

- Ridge Strategy Group will assist Cellebrite’s executive and sales teams’ business development market strategy with target entities in Illinois.
- Highlight favorable distinguishing features of Cellebrite’s technology most beneficial to the appropriate agencies.

STRATEGIC OUTREACH, RELATIONSHIP MANAGEMENT, AND POLITICAL CONSULTING

- Accompany Cellebrite in meetings with client representatives, in coordination with Cellebrite, to discuss client objectives, changes in policies, Cellebrite performance, and Cellebrite business interests.
- Accompany Cellebrite in meetings with key state and local executive officials regarding the promotion and continuation of Cellebrite's contract interests
- Schedule meetings on behalf of Cellebrite with client representatives and other public officials as requested by Cellebrite.
- Build and strengthen relationships with Cellebrite executive team and key decision makers in the Illinois executive branch as well as those in the local and Chicago city governments
- Develop and maximize strategies and opportunities for networking with key stakeholders and the Cellebrite executive team.
- Provide comprehensive political insight into Illinois state and local governments
- Work with Cellebrite to fulfill the interests, needs, and requests of various stakeholder groups;
- Coordinate and facilitate detailed roadmaps for legislative agendas and stakeholder outreach; and
- Provide real-time feedback to Cellebrite communication and its implication on the local market;
- Report on government affairs activity and provide copies of briefs, amendments, roll call votes, and other applicable documents distributed in connection with relevant legislative activity at the Chicago City Council and Illinois State Legislature
- Inform Cellebrite of changes in local lobbying laws with actual or potential impact upon local lobbying activities, including laws, regulations and rules relating to gifts, entertainment and political contributions and activity; and
- Perform in a professional manner and not use improper methods when urging consideration of any matter or otherwise working on behalf of Cellebrite; and
- Comply fully with all applicable federal, state and local laws and regulations when performing its obligations.

The Consultant agrees to use his/her best efforts in the performance of the Services and agrees to cooperate with the Company's personnel, not to interfere with the conduct of the Company's business, and to observe all Company rules, regulations and security requirements with respect to the safety and safeguarding of persons and property.

2. Independent Contractor. The Consultant is an independent contractor and not an employee, agent, joint venture, or partner of the Company for any purposes whatsoever. The Consultant shall not be entitled to any benefits that the Company may make available to employees from time to time. The Consultant shall be solely responsible for all state and federal income taxes, unemployment insurance and social security taxes and for maintaining adequate workers' compensation insurance coverage.

a. Performance of Services. The Consultant shall have the right to control and determine the time, place, methods, manner and means of performing the Services. In performing the Services, the amount of time devoted by the Consultant on any given day will be entirely within the Consultant's control, and the Company will rely on the Consultant to put in the amount of time as is necessary to fulfill the requirements of this Agreement. The Consultant is not required to attend regular meetings at the Company. However, upon reasonable notice, the Consultant shall

meet with representatives of the Company at a location to be designated by the parties to this Agreement.

Consultants availability and other factors in the Company's discretion. The Consultant may agree to accept the assignment or not, at the Consultants sole discretion. Upon agreement by the parties that the Consultant will fulfill a particular teaching assignment; this contract shall govern the terms and conditions thereof.

b. Final Results. In the performance of the Services, the Consultant has the authority to control and direct the performance of the details of the Services, the Company being interested only in the results obtained. However, the Services contemplated by this Agreement must meet the Company's standards and approval and shall be subject to the Company's general right of inspection and supervision to secure their satisfactory completion.

c. Non-Exclusivity. The Consultant retains the right to contract with other companies or entities for his/her consulting services without restriction; provided, that during the Consultation Period, the Consultant may not be employed directly, consult or have other business activity (whether full-time or part-time) with any business or enterprise that is competitive with the Company's business, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company. The Consultant also confirms that they have no contractual commitments or other legal obligations what would prohibit them from performing duties for the Company. Likewise, the Company retains a reciprocal right to contract with other companies and/or individuals for consulting services without restriction.

As a material inducement to the Company to enter into this Agreement, the Consultant agrees that except as otherwise expressly authorized by the Company, the Consultant shall not actively promote the products or business or (or solicit business or personnel for) any company other than the Company.

d. Scope of Authority. The Consultant is not authorized to transact business, incur obligations, sell goods, receive payments, solicit orders or assign or create any obligation of any kind, express or implied, on behalf of the Company or any of the Company's related or affiliated entities, or to bind in any way whatsoever, or to make any promise, warranty or representation on behalf of the Company or any of the Company's related or affiliated entities with respect to any matter, except as expressly authorized in a writing signed by an authorized representative of the Company. The Consultant shall not use the Company's trade names, trademarks, service names or service marks without the prior approval of the Company.

e. Federal Tax Return Filing. The Consultant agrees to report income received from the Company for consulting services under this Agreement consistent with the reporting requirements of an independent contractor. The Company shall file Form 1099 to report the fees paid to the Consultant.

3. Consulting Fees. In consideration of the Consultant's performance of the Services, the Company will pay Consultant in accordance with the following:

- (a) \$6,000.00 USD per month plus approved travel expenses. If the scope of the engagement needs to be amended mid-contract with a change in services, hours, or compensation, such an amendment can be made upon mutual written agreement.

The Consultant shall submit to the Company a statement, in a form satisfactory to the Company, of Services performed for the Company in the applicable time period. Within thirty (30) days after receipt of the statement, the Company shall pay consulting fees for all Services invoiced in the statement. The statement should contain a brief description of the Services performed.

4. Expenses. The Consultant must obtain prior approval and any expenses from the Company. Receipts must be submitted to obtain reimbursement of approved expenses. Unapproved expenses will not be reimbursed.

5. Termination. This Agreement may be terminated prior to **September 30, 2022** in the following manner: (a) by either the Company or the Consultant upon not less than **thirty (30) days** prior written notice to the other party; (b) upon **twenty-four (24) hours** prior written notice if one party has materially breached this Agreement; or (c) at any time upon the mutual written consent of the parties hereto. In the event of termination, the Consultant shall be entitled to payment for Services performed and expenses paid or incurred prior to the effective date of termination. Such payment shall constitute full settlement of any and all claims of the Consultant of every description against the Company.

6. Proprietary Information. The Consultant agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning the Company's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of the Company. By way of illustration, but not limitation, Proprietary Information may include inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects, developments, plans (including business and marketing plans), research data, clinical data, financial data (including sales costs, profits, pricing methods), personnel data, computer programs (including software used pursuant to a license agreement), customer and supplier lists, and contacts at or knowledge of customers or prospective customers

of the Company. The Consultant will not disclose any Proprietary Information to any person or entity other than employees of the Company or use the same for any purposes (other than in the performance of the Services) without written approval by an officer of the Company, either during or after the Consultation Period, unless and until such Proprietary Information has become public knowledge without fault by the Consultant.

- a. The Consultant agrees that all files, documents, letters, memoranda, reports, records, data, sketches, drawings, models, laboratory notebooks, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible material containing Proprietary Information, whether created by the Consultant or others, which shall come into his/her custody or possession, shall be and are the exclusive property of the Company to be used by the Consultant only in the performance of his/her duties for the Company and shall not be copied or removed from the Company premises except in the pursuit of the business of the Company. All such materials or copies thereof and all tangible property of the Company in the custody or possession of the Consultant shall be delivered to the Company, upon the earlier of (i) a request by the Company or (ii) the termination of this Agreement. After such delivery, the Consultant shall not retain any such materials or copies thereof or any such tangible property.
- b. The Consultant agrees that his/her obligation not to disclose or to use information and materials of the types set forth in the above paragraphs, and his/her obligation to return materials and tangible property set forth in paragraph (a) above also extends to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to the Consultant.

7. Developments. The Consultant will make full and prompt disclosure to the Company of all inventions, creations, improvements, discoveries, methods, developments, software and works of authorship, whether patentable or not, that are created, made, conceived or reduced to practice by him/her or under his/her direction or jointly with others during the Consultation Period, whether or not during normal working hours or on the premises of the Company (all of which are collectively referred to in this Agreement as "Developments"). The Consultant agrees to assign and does hereby assign to the Company (or any person or entity designated by the Company) all of his/her right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications. However, the previous sentence shall not apply to Developments that do not relate to the present or planned business or research and development of the Company and that are made and conceived by the Consultant not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information. The Consultant understands that, to the extent this Agreement shall be construed in accordance with the laws of any state that precludes a requirement that an individual assign certain classes of inventions, this Section 7 shall be interpreted not to apply to any invention that a court rules and/or the Company agrees falls within such classes. The Consultant hereby waives all claims to moral rights in any Developments. The Consultant agrees to cooperate fully with the Company, both during and after the Consultation Period, with respect to the procurement, maintenance, and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to

Developments. The Consultant shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Development. The Consultant further agrees that if the Company is unable, after reasonable effort, to secure the signature of the Consultant on any such papers, any executive officer of the Company shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Consultant, and the Consultant hereby irrevocably designates and appoints each executive officer of the Company as his/her agent and attorney-in-fact to execute any such papers on his/her behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence.

8. Remedies. The Consultant acknowledges that any breach of the provisions of Sections 6 or 7 of this Agreement shall result in serious and irreparable injury to the Company for which the Company cannot be adequately compensated by monetary damages alone. The Consultant agrees, therefore, that, in addition to any other remedy it may have, the Company shall be entitled to enforce the specific performance of this Agreement by the Consultant and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages or posting a bond.

9. Other Agreements. The Consultant hereby represents that, except as the Consultant has disclosed in writing to the Company, the Consultant is not bound by the terms of any agreement with any third party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of his/her consultancy with the Company, to refrain from competing, directly or indirectly, with the business of such third party or to refrain from soliciting employees, customers or suppliers of such third party. The Consultant further represents that his/her performance of all the terms of this Agreement and the performance of the Services as a consultant of the Company do not and will not breach any agreement with any third party to which the Consultant is a party (including without limitation any nondisclosure or non-competition agreement), and that the Consultant will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any current or previous employer or others.

10. Indemnification. (a) Consultant, on behalf of itself and its representatives, successors and assigns, hereby undertakes and agrees to indemnify the Company, its members and managers and their respective successors, heirs, personal representatives and assigns (collectively, the "Company Indemnified Parties") and hold it and them harmless against and in respect of all third party loss, claims, damages and liabilities whether absolute or contingent arising out of or in connection with (i) any breach of the Consultant's representations, warranties, covenants and agreements contained in this Agreement or (ii) the gross negligence or willful misconduct of the Consultant in performing its obligations hereunder.

(b) Company, on behalf of itself and its personal representatives, successors and assigns, hereby undertakes and agrees to indemnify the Consultant, its members and managers and their respective successors, heirs, personal representatives and assigns (collectively, the "Consultant Indemnified Parties") and hold it and them harmless against and in respect of all third party loss, claims, damages and liabilities whether absolute or contingent arising out of or in connection with

(i) any breach of the Company's representations, warranties, covenants and agreements contained in this Agreement or (ii) the gross negligence or willful misconduct of the Company in performing its obligations hereunder.

(c) If any legal proceeding shall be instituted or any claim or demand made against any Company Indemnified Parties or Consultant Indemnified Parties by any third party in respect of which the Consultant or Company may be liable under the indemnity set forth in this clause 10, the Company Indemnified Parties or Consultant Indemnified Parties, as the case may be, shall give prompt written notice thereof to the other party. Failure to give such prompt notice shall not affect the indemnification obligations hereunder in the absence of actual and material prejudice.

(d) The Company Indemnified Parties and/or Consultant Indemnified Parties shall reasonably cooperate with Consultant or Company, as the case may be, with respect to the defense and/or settlement of all third party loss, claims, damages and liabilities arising under this clause 10.

(e) Limitation of Liability. In no event shall (i) either party be liable to the other party for any special, incidental or consequential damages arising out of the provisions of this clause 10 and (ii) either party be liable for any loss, claims, damages or liabilities greater than the total amount of Consulting Fees paid by Company to Consultant during the twelve (12) month period preceding the date on which either party received notice, demand or service from a third party of a third party claim arising under this clause 10.

11. Non-Assignability of Contract. This Agreement is personal to the Consultant and the Consultant shall not have the right to assign any of his/her rights or delegate any of his/her duties without the express written consent of the Company. Any non-consented-to assignment or delegation, whether express or implied or by operation of law, shall be void and shall constitute a breach and a default by the Consultant.

12. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party at such address or addresses as either party shall designate to the other.

13. Complete Agreement. This Agreement contains the entire understanding between the parties and supersedes, replaces and takes precedence over any prior understanding or oral or written agreement between the parties respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, nor understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed herein.

14. Severability. In the event any provision of this Agreement shall be held invalid, the same shall not invalidate or otherwise affect in any respect any other term or terms of this Agreement, which term or terms shall remain in full force and effect.

15. Non-Waiver. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

16. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Consultant.

17. Counterparts. This Agreement may be executed in two (2) signed counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

18. Interpretation. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

19. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below.

Consultant:

Gyata M.J. Kimmons

Printed Name

Chief Executive Officer
Ridge Strategy Group, LLC

Title



Signature

1507 E. 53rd Street #146

Address

Chicago, IL 60615

Address

9/22/21

Date

Cellebrite Inc.:

Marque Teegardin

Printed Name

General Manager, Americas

Title



Signature

8065 Leesburg Pike, Suite T3-302

Address

Vienna, VA 22182

Address

9-22-21

Date