

CONSULTING SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of **Nov. 21 2016 (the "Effective Date")** by and between **Kazmi Advisors, LLC and C-Strategies, LLC ("Client")**, located at **225 S. Sangamon, Chicago, Illinois**. For purposes of this Agreement, Kazmi Advisors and Client may also be referred to individually as a "Party" or collectively as the "Parties."

1. Term

The term of this Agreement shall commence on the Effective Date, and shall remain in effect until February 12, 2017 (the "Term"). Expiration of the Term shall not terminate any continuing obligations of the Parties, including but not limited to, those obligations set forth in Sections 3, 5, 6, 7, 16 and 17, and shall in no way be deemed to be construed as a restriction, limitation or waiver of either Party's rights to pursue any additional available remedy at law or equity. Section 3, 5, 6, 7, 16 and 17 shall survive any termination of this Agreement.

2. Consulting Services

Client hereby retains Kazmi Advisors and Kazmi Advisors hereby undertakes to exercise his best efforts to provide relationship management and strategy services to help the client build relationships with key stakeholders and identify both strategies in which to do so and the appropriate stakeholders in support of C-Strategies' customer projects ("Services"). The above Services will be provided directly by Kazmi Advisors.

3. Compensation and Expenses

For and in consideration of Kazmi Advisors's performance of Services in accordance with the terms and conditions of this Agreement, Client shall pay Kazmi Advisors a monthly retainer of ~~\$5,000~~. The initial payment shall be due upon execution of this agreement. All subsequent payments shall be due upon the 21st of each month.

4. Payment Terms; Late Payment

In the event that payment is not made to Kazmi Advisors within forty-five (45) days of when payment is due, Kazmi Advisors may initiate collection efforts as a result of nonpayment. Client shall be responsible for reasonable costs of collection including, but not limited to, reasonable attorney's fees, court costs and collection agency fees.

5. Compliance with State and Federal Laws

Both parties recognize and agree to comply fully with all applicable laws regulating corporate, political and marketing activities, and each agrees to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions, and requests of any federal, state, or local governmental or judicial body, agency, or official pertaining to this Agreement.

6. Indemnification

Each party assumes full responsibility for and shall indemnify and hold harmless the other party, its subsidiaries, directors, officers, members, independent contractors, employees and agents, from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of the other party or from any breach by the other party of any of the terms and provisions of this Agreement.

7. Confidentiality and Non-Disclosure

In rendering Services pursuant to this Agreement, Kazmi Advisors, its associates and employees may acquire or be exposed to confidential information, proprietary information or trade secrets concerning the business and operations of Client or its affiliates. Kazmi Advisors agrees to treat and maintain all such information and data as Client confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to in advance and in writing by Client. The confidentiality obligations hereunder shall not extend to: (i) Confidential information already in the possession of Kazmi Advisors without any obligation of confidentiality; (ii) Confidential information already in the public domain; or (iii) Confidential information independently received by Kazmi Advisors without any obligations of confidentiality. The obligations of Kazmi Advisors contained in this Paragraph shall ensure that any employees, agents, or subcontractors of Kazmi Advisors who have access or exposure to the aforesaid information shall be bound by these obligations of confidentiality. At Client's request, Kazmi Advisors will return to Client or destroy all materials containing confidential information. Kazmi Advisors will deliver to Client a signed written statement certifying that it has returned or destroyed all materials containing confidential information within five (5) days after Client's request. Kazmi Advisors agrees that it will not in any manner use its knowledge of Client's or Client's customers' business for the benefit of itself (other than for the performance of Services) or any other person or company or divulge to others information or data concerning the character of business agreements, contracts, strategies, financial terms or particulars of Client's or Client's customers' business. Kazmi Advisors will, in all things and in good faith, protect the good will of Client's and Client's customers' business and keep confidential its knowledge of such business affairs acquired prior to and during the term of the Agreement.

8. Independent Contractor

In no event shall Client be construed to be an employer of Kazmi Advisors. In all matters relating to this Agreement, Kazmi Advisors shall be acting as an independent contractor. Client shall not withhold from the compensation paid to Kazmi Advisors any taxes or other items due to be paid by Kazmi Advisors.

9. Non-Assignment

This Agreement shall be personal to the Parties and neither Party shall, by operation of law or otherwise, transfer or assign its rights or delegate its performance hereunder, and any such transfer, assignment, or delegation shall be void and of no effect unless authorized in writing by both parties.

10. Entire Agreement; Amendments, Etc.

This Agreement, including the Recitals, contains the entire agreement and understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. No modification or waiver of this Agreement shall be effective unless the modification or waiver shall be in writing, signed by both Parties to the Agreement. Any waiver shall be effective only in the specific instance and/or the specific purpose for which given.

11. Non-waiver

No failure or delay on the part of either Kazmi Advisors or Client in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy. The exercise of any such right or remedy shall not preclude any other exercise of any right or remedy under this Agreement.

12. Compliance and Headings

The headings in this Agreement are for convenience and reference only.

13. Limitation on Damages

Neither party shall be liable to the other for any punitive, special, consequential or exemplary damages.

14. Governing Law

The parties agree that this Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Illinois, excluding Illinois' conflict of laws principles.

15. Counterparts

This Agreement may be signed in one or more counterparts, all of which together will constitute one and the same instrument.

16. Non-Competition

Kazmi Advisors agrees that for the duration of this Agreement and for a period of one (1) year thereafter (the "Restrictive Period"), Kazmi Advisors shall not, directly or indirectly, on behalf of itself or any other firm, association, corporation or entity or other person call upon or perform services for, without the Client's prior written approval, (i) any customer of the Client with whom Kazmi Advisors had any contact in the course of the performance of Services under this Agreement or (ii) any Competitor (as defined below), in either case for the purpose of soliciting or providing any product or service (a) the same or similar to that provided by the Client or (b) the same or similar to the Services. Kazmi Advisors covenants and agrees that if Kazmi Advisors violates the foregoing, the Client shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration or benefits that Kazmi Advisors directly or indirectly has realized and/or may realize as a result of, growing out of or in connection with any such violation; such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies that the Client is or may be entitled at law, in equity or under this Agreement. For purposes of the foregoing, "Competitor" shall mean any entity selling the same or similar products or services.

17. Non-Solicitation

During the Restrictive Period, Kazmi Advisors shall not call upon any employee, consultant or other representative of Client who were such at any time during the term of this agreement for the purpose of soliciting or inducing such person to discontinue its relationship with Client or to establish a relationship with Kazmi Advisors for substantially similar services to those provided by the Client or any known or potential Competitor on a substantially similar project or matter unless such person's employment or association with Client has been terminated for more than one (1) year at the time of such solicitation.

18. Morality

This Agreement may be terminated by either Party prior to expiration of the Term for either Party or their officers, members, directors, shareholders, employees, authorized agents, or authorized representatives: (i) engaging in activities or conduct injurious to the

reputation of the other Party including, without limitation, engaging in immoral acts that become public information, (ii) committing an act of dishonesty, including, but not limited to, misappropriation of funds or any property of Kazmi Advisors, and (iii) committing a misdemeanor involving an act of moral turpitude or a felony.

18. Injunction

In the event of a breach or threatened breach by Kazmi Advisors of the provisions of this Agreement, Client shall, in addition to any other rights and remedies available to it, at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction enjoining and restraining Kazmi Advisors and its employees or agents from committing any present violation or future violation of this Agreement. Kazmi Advisors shall also be responsible for the cost and legal fees for obtaining this injunction.

ACCEPTED AND AGREED TO THIS 21ST DAY OF NOVEMBER, 2016

C-STRATEGIES, LLC

BY:  _____

ITS:  _____

KAZMI ADVISORS, LLC

BY:  *Rayahel Kazmi*

ITS: *Owner & President* _____