

AGREEMENT FOR LOBBYIST SERVICES

This Lobbyist Services Agreement (the “**Agreement**”) is made on _____ (the “**Effective Date**”) by and between _____, (the “**Client**”), whose principal place of business is _____ (the “**Address**”) and _____, (the “**Lobbyist**”) whose principal place of business is _____ (the “**Address**”).

WHEREAS, the Lobbyist is in the business of providing government relations and consulting services to corporations and organizations (the “**Services**”); and

WHEREAS, Client desires to retain and engage Lobbyist to provide the Services.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. SCOPE OF SERVICES

Lobbyist will perform the Services for the Client as more fully described under **Schedule A** of this Agreement.

2. MINIMUM PERIOD OF ENGAGEMENT

2.1 This Agreement shall commence on the Effective Date his Agreement shall commence on the Effective Date and continue for the minimum period of engagement as stated in 2.1, and thereon continuing month to month unless this Agreement is amended by written mutual agreement of both parties or terminated in accordance with the terms hereof (the “**Term**”). and continue thereon, month to month.

2.2 The minimum period of engagement for this Agreement shall be for _____ months.

3. FEES AND EXPENSES

3.1 Subject to the Scope of Services under Section 1 above, the Client shall pay the Lobbyist a monthly Fee in the amount of _____ (\$_____) (the “**Fee**”).

3.2 Once the Client has collected a minimum of 2 months of Lobbyist’s Fees, the Lobbyist will be paid on either the 1st or 15th of the month, depending on when the requisite amount of funds are raised. The Lobbyist can then commence work on the Client’s behalf. No Invoicing is required. The Lobbyist’s payment is generated automatically, and Stripe will deposit the

agreed upon monthly Fee directly into the Lobbyist's Stripe account. The Lobbyist will continue to be paid on the same date monthly, so long as; 1) the requisite funds continue to be raised by the Client, 2) the Lobbyist remains under contract with the Client under the same terms, and 3) the Client Leader or Lobbyist have not notified The Advocate that the services of the Lobbyist are being terminated. **

3.3 Lobbyist's payment is generated automatically, and Stripe will deposit the agreed upon monthly Fee directly into the Lobbyist's Stripe account. The Lobbyist will continue to be paid on the same date monthly, so long as: (i) the requisite funds continue to be raised by the Client; (ii) the Lobbyist remains under contract with the Client under the same terms; and (iii) neither Client nor Lobbyist contact The Advocate to delay payment.

3.4 The Fee is all-inclusive and the Client shall not be invoiced additional amounts.

4. ***** Whether you agree to use the template, or a contract supplied by your Lobbyist, Section 3, Fees and Expenses, of the Agreement for Lobbyist Services template MUST be included in its entirety and without alteration. This section stipulates how and when Lobbyists will be paid for their services and is non-negotiable.]***

5. CLIENT OBLIGATIONS

The Client shall:

- a. ensure that any information provided to the Lobbyist is complete and accurate;
- b. co-operate with the Lobbyist in all matters relating to this Agreement; and
- c. provide the Lobbyist with such information and materials as may be reasonably required to provide the Services, and ensure that such information is accurate in all material respects.

6. RELATIONSHIP OF THE PARTIES

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither party shall have authority to contract for or bind the other party.

7. COMPLIANCE WITH LAWS

Both the Lobbyist and the Client agree to comply with all U.S. federal, state, local and foreign laws, rules and regulations governing the activities of professional government relations representatives and consultants that are now, or may in the future, become applicable to the Lobbyist and the Client respectively.

8. NO GUARANTEED OUTCOME

While the Lobbyist will provide the Client the agreed upon Services in a diligent matter, the Lobbyist cannot guarantee any particular outcome. The Fees under Section 3 shall be payable regardless of the outcome.

9. EXCLUSIONS AND CONFLICTS

- 9.1 The Client agrees that the Lobbyist's provision of Services under this Agreement shall not constitute legal, tax or accounting advice. The Lobbyist does not owe the Client a fiduciary duty.
- 9.2 The Lobbyist retains the right to perform the same or similar type of services for third parties during the Term of this Agreement. The Client acknowledges and agrees that the Lobbyist and its affiliates may have and may continue to have commercial or other business relationships with parties that are direct competitors or whose interests are materially adverse to the Client's business. The Lobbyist shall have no obligation to terminate such relationships to continue to provide Services under this Agreement. However, the Lobbyist must be transparent and promptly notify Client when any potential conflict of interest may exist. Client can then make an informed decision whether to engage or continue to engage the Lobbyist for services.

10. INTELLECTUAL PROPERTY

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of the Client in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") except for any Confidential Information of Client shall be owned by Lobbyist. The Lobbyist hereby grants the Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable the Client to make reasonable use of the Deliverables and the Services.

11. CONFIDENTIALITY

11.1 From time to time during the Term of this Agreement, either party (as the "**Disclosing Party**") may disclose or make available to the other party (as the "**Receiving Party**"), non-public proprietary and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within 3 days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that:

- a. is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 10;
- b. is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;
- c. was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or
- d. was, or is independently developed by Receiving Party without using any Confidential Information.

11.2 The Receiving Party shall:

11.2.1.1 protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

11.2.1.2 not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and

11.2.1.3 not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

11.3 If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

12. PUBLICITY

The Lobbyist shall have the right to release and issue announcements, statements, press releases, case studies or other publicity or marketing material relating to the Lobbyist's provision of Services under this Agreement ("**Publicity**"); provided, on Client's reasonable request the Lobbyist shall make revisions to such Publicity where necessary.

13. INDEMNIFICATION

Each party shall remain responsible for its own acts and omissions and shall indemnify the other party and its officers, directors, employees, members and agents against all liability or loss sustained in connection with, and against all claims or actions based upon or arising out of, any negligent acts or omissions of the indemnifying party or its officers, directors, employees or agents, in the performance or non-performance of this Agreement, or based upon any violation of any statute or ordinance, and the defense of any such claims or actions.

14. LIMITATION OF LIABILITY

In no event will the Lobbyist be liable to the Client or to any third party for any loss of revenue or profit or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

In no event will the Lobbyist's liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed one times the aggregate amounts paid or payable to the lobbyist in the one-month period preceding the event giving rise to the claim.

15. TERMINATION

15.1 Either party may terminate this Agreement in accordance with this Section 14.

15.2 In the event of termination, the party effecting termination shall so promptly notify the other party, and The Advocator. The termination will become effective thirty (30) calendar days after the termination notice date.

16. FORCE MAJEURE

The Lobbyist shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Lobbyist including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 90 days, Client shall be entitled to give notice in writing to the Lobbyist to terminate this Agreement.

17. ASSIGNMENT

Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Lobbyist. Any purported assignment or delegation in violation of this Section 17 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement. The Lobbyist may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of the Lobbyist's assets without Client's consent.

18. SUCCESSORS AND ASSIGNS

This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

19. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

20. SEVERABILITY

The provisions of this Agreement are severable, and, in the event that any provisions are determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

21. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding between the parties hereto and no modification or amendment thereof will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

22. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Electronic signatures, whether digital or encrypted, are intended to authenticate this Agreement and to have the same force and effect as manual signatures.

23. GOVERNING LAWS

This Agreement shall be governed by the laws of the State of New Jersey. New Jersey courts or federal courts located in New Jersey (where such courts have subject matter jurisdiction) shall have the exclusive jurisdiction to hear any disputes in relation to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

LOBBYIST: (Company Name)

Signed by: _____

Title: _____

CLIENT: (Client Name)

Signed By: _____

Title: _____

SCHEDULE A

SCOPE OF WORK