

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is entered into as of November 1, 2019 (the "Effective Date") by and between **National Strategies, LLC** (the "Company"), a Delaware limited liability company with its principal place of business at 1990 K Street, NW, Suite 320, Washington, DC 20006 and **Capital City Consulting, LLC** (the "Consultant"), a government affairs firm, with its principal place of business at 101 E. College Ave., Ste. 502, Tallahassee, FL 32301. In consideration of the mutual promises set forth below (the mutuality, adequacy and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. Consulting. During the term of this Agreement, on the terms and conditions hereafter set forth, Company retains Consultant to provide certain Services (as defined below) and Consultant agrees to provide such Services.
2. Scope of Duties. The general scope of Consultant's obligations hereunder shall be to serve in a consulting capacity to Company with respect to Company providing procurement support in Florida to **Micro Focus Government Solutions ("Micro Focus")**. Specifically, Consultant shall:
  - Assist Micro Focus in the development of a strategy and tactical engagement plan aimed at qualifying and prioritizing sales opportunities specific to Micro Focus applications and solutions. This plan will also include an engagement plan to educate state agencies while customizing the story and value proposition for each opportunity while addressing any barriers to engagement;
  - Coordinate meetings with state agency leadership and decision makers to present the benefits of specific Micro Focus solutions and applications;
  - Work to prequalify agency opportunities, with a primary focus on application delivery management, application development modernization, business continuity, information management and governance, and enterprise security solutions;
  - Consult with Micro Focus on competitive advantages/disadvantages in the market, identify ways to differentiate solutions vs. competitors, and verify instances where others may be using advocacy to influence decisions against Micro Focus;
  - Identify formal procurement opportunities with state agencies, work with Micro Focus on how best to respond to solicitations, provide feedback during the procurement on recommended responses, and promote best practices on negotiation tactics and strategies;

- Utilize Consultant's relationships with other companies it represents (i.e. SHI, Accenture, etc.) who may buy or sell Micro Focus solutions as part of their business dealings with the state to maximize market share;
- Instruct Micro Focus in the administrative aspects of doing business with the state such as purchasing logistics, bid protests or public records requests.

During the term of this Agreement, the Consultant will not directly represent any other parties in competition with the Company or Micro Focus related to Scope of Duties. However, in the event a conflict does occur in the future with a client, Consultant agrees to disclose the conflict to all parties as soon as practical. Consultant will attempt to resolve such conflict to the satisfaction of all parties. If a resolution agreeable to all parties is not achievable, then Consultant will resolve the conflict in favor of the initially represented client.

Consultant's services (the "Services") shall be rendered in accordance with the highest professional standards and shall be performed at Consultant's own expense.

3. Compensation.

- a) For services rendered, Consultant shall receive the sum of Six Thousand Seven Hundred Fifty Dollars (\$6,750) per month, following receipt by Company of payment from Micro Focus.
- b) Consultant shall be reimbursed for any lobbying registration fees and for approved reasonable and necessary business and travel expenses associated with the Consultant's provisions of services under this Agreement. The expenses shall be reimbursed following receipt by Company of payment from Micro Focus.
- c) Invoices for work performed under this Agreement shall be addressed to:

Anda Badiu, Finance Director  
National Strategies, LLC  
1990 K Street, NW  
Suite 320  
Washington, DC 20006  
(o): 202-349-7024  
(f): 202-783-1041  
[abadiu@nationalstrategies.com](mailto:abadiu@nationalstrategies.com)

4. Term and Termination. The term of this Agreement shall be for a period of twelve

(12) months beginning on the Effective Date (the "Term"), unless sooner terminated as follows:

- a) Immediately upon notice from Company if Company's agreement with Micro Focus is terminated;
  - b) Immediately upon the filing of a petition under the United States Bankruptcy Act or any other insolvency law by or against either party; or
  - c) For any or no reason upon 30 days' written notice by either party to the other of its intention to terminate this Agreement.
5. Confidential Information. Each party acknowledges that it will have access to, be making use of, acquiring and adding to confidential business information of special and unique value including, but not limited to, trade secrets of the other party and Micro Focus including financial projections and budgets, historical and projected sales, client and prospective information, capital spending budgets, and plans, the names and backgrounds of key personnel, personnel training techniques and materials and other information that the parties have provided each other in connection with provision of Services (collectively, the "Confidential Information"). The parties agree that neither party will, during or after the term of this Agreement, copy, disclose, distribute or make use of any Confidential Information for its own benefit or for the benefit of a business or entity other than the other party to this Agreement without the prior written consent of such party and shall maintain the confidentiality of the Confidential Information. At the request of the disclosing party, the receiving party shall return to the disclosing party all memoranda, notes, copies, drawings, abstracts, records or other documents, and all copies thereof, concerning any Confidential Information. The provisions of the confidential treatment of the Confidential Information shall not apply to any such information which (a) is or becomes publicly known through no wrongful act of the receiving party (b) is rightly received by the receiving party from a third party; (c) is approved for such use or disclosure by the disclosing party in writing, or (d) is required to be disclosed pursuant to applicable law, order or subpoena, provided that before any disclosure is made pursuant to such law, order or subpoena, the receiving party shall give the disclosing party prompt notice of such requirement unless such notice is prohibited by applicable law, order or subpoena.
6. Agreements with Micro Focus. Consultant agrees that neither it nor any of its principals, employees, partners, subsidiaries or affiliates shall directly enter into or negotiate to enter into any agreement or understanding, written or verbal, with Micro Focus or any of their subsidiaries or affiliates, for the performance of the Scope of Duties by such Consultant or subsidiary or affiliate, during the term

of this Agreement or for a period of one year following its termination, if terminated by Consultant.

7. Solicitation. During the term of this Agreement and for three years after its termination, Consultant will not personally or through others recruit, solicit, or induce any employee of the Company to terminate his or her employment with the Company.
8. Independent Contractor. Consultant agrees that it will act as an independent contractor pursuant to this Agreement and that nothing herein shall create an agency relationship between Company, Micro Focus and Consultant. Furthermore, Consultant understands that it has no authority to make any proposals, commitments that are binding upon Company or Micro Focus. All negotiations and/or proposals shall be approved in advance by Company where possible, but will in all cases be submitted for the approval of Company. The engagement of subcontractors or other third parties by Consultant shall be subject to the approval of Company. All subcontracts or other third parties engaged by Consultant with Company's approval shall agree in writing to be bound by the restrictions and negative covenants in this agreement applicable to Consultant. Consultant's employees shall not be entitled to employee benefits normally associated with employment of individuals by Company. Consultant shall be liable for all federal, state and local taxes assessed against or owed by Consultant related to the compensation hereunder and Consultant hereby indemnifies Company and Micro Focus, their affiliates and their employees, officers, directors and agents against and holds them harmless from all claims and liability for such taxes.
9. No Conflicts. Consultant certifies that no outstanding agreement or obligation of Consultant is in conflict with any of the provisions of this Agreement, or would preclude Consultant from complying with the terms and conditions hereof.
10. Compliance with Law. Consultant shall comply with all federal, state, local, and foreign laws, regulation, rules, ordinances and orders of any kind that are applicable to Consultant's performance hereunder. Consultant agrees to abide by the policy of Company as described in Schedule "A" attached hereto and made a part hereof, in the performance of all services under this Agreement.

In addition, Consultant shall fulfill all statutory obligations with regard to any necessary disclosures involved in representing the Company in Florida. Consultant will timely submit to the Company and Micro Focus copies of all registration and reporting documents filed relating to the activities undertaken here. In addition the Consultant will complete any registration and reporting documents required under Florida law. Based on our experience and the nature of the scope, we

anticipate the work will be allocated 90% toward executive branch lobbying efforts and 10% toward legislative.

11. Efforts. During the term of this Agreement, Consultant shall devote such time as necessary and use Consultant's best efforts to advance the business and welfare of Company, and to discharge any other duties assigned to Consultant hereafter. Consultant shall not take any action against the best interest of Company or of any subsidiary or affiliate of Company. Consultant shall perform faithfully and competently such duties as may be assigned to Consultant hereunder, in accordance with the highest professional standards.
12. Survivability. The provisions of paragraphs 5, 6, 7, 8, 13 and 18 hereof shall survive the expiration or termination of this Agreement, except as expressly stated therein.
13. Indemnification. Consultant hereby indemnifies and agrees to hold harmless Company and Micro Focus from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting from, including court costs and attorney fees, arising out of or relating to the services performed by Consultant under the terms of this Agreement or the breach by the Consultant of any of its provisions. Company agrees to give Consultant prompt notice of any such claim, demand, or action and shall, at Consultant's expense, cooperate fully with Consultant in the defense and settlement thereof.
14. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.
15. No Waiver. A party's failure to exercise any right under this agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement.
16. No assignment. Consultant's services hereunder are personal in nature and may not be assigned without the written consent of Company.
17. Notices. All notices, requests, demands and other communications from one party to the other party as required or permitted hereunder shall be in writing and sent by: (a) personal delivery; (b) electronic mail, return receipt requested; (c) facsimile transmission, electronically confirmed; (d) certified mail, effective

on the third day after mailing; or (e) national overnight carrier, effective on the next business day after mailing, to the physical address, mailing address, electronic mail address, or facsimile number set forth below or to such other address or number as may be specified in writing.

In the case of Company: Al Gordon, CEO  
National Strategies, LLC  
1990 K Street, NW  
Suite 320  
Washington, DC 20006  
Tel.: 202-349-7003  
Fax: 202-783-1041  
Email: [agordon@nationalstrategies.com](mailto:agordon@nationalstrategies.com)

In the case of Consultant: Ken Granger  
Capital City Consultant  
101 E. College Ave., Ste. 502  
Tallahassee, FL 32301  
Tel.: 850-222-9075  
Fax: \_\_\_\_\_  
Email: [ken@cccfla.com](mailto:ken@cccfla.com)

18. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflict of laws that would otherwise require the application of the law of a different jurisdiction. Any and all claims, disputes, or controversies arising out of or related to this Agreement shall be brought only in a state or federal court of competent jurisdiction located in the state of Delaware and the parties hereby consent to the personal jurisdiction of that court. This Agreement constitutes the entire agreement between Consultant and Company with respect to the subject matter herein and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Neither this Agreement nor any amendment to this Agreement shall be valid unless in writing signed and duly authorized by an executive officer of Company and by Consultant.
19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the

Effective Date identified above.

COMPANY:  
NATIONAL STRATEGIES, LLC

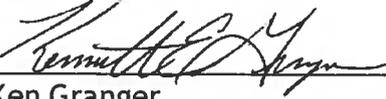
CONSULTANT:  
CAPITAL CITY CONSULTANT

By:



Alfred Gordon, CEO

By:



Ken Granger

**SCHEDULE A**

**STATEMENT FOR  
AVOIDANCE OF QUESTIONABLE BUSINESS TRANSACTIONS**

No Consultant shall have any understanding, written or verbal, that any payments are to be made or received:

- A. which involve any illegal purpose, or
- B. whether legal or illegal, which involve governmental officials, elected or otherwise, or employees, political candidates or parties, campaign personnel or funds, or any consultants or advisors to any local government or kickbacks or bribes on behalf of Company or any affiliates or in pursuit of Company or Micro Focus's business objectives.