

██████████ell for Mayor, Inc.

CONSULTANT AGREEMENT

This Independent Contractor Agreement ("Agreement") is made as of February 27, 2021 by and between ██████████t ██████████e ██████████e (the "Consultant") and ██████████ell for Mayor, Inc. (the "Client"). "Consultant" and "Client", collectively referred to as "Parties", who agree as follows:

1. Consulting Services. Client hereby retains Consultant, and Consultant hereby agrees to provide Client with the services set forth on Exhibit A, attached hereto and incorporated herein and such other services as may be assigned by Client management (collectively, the "Services"). Consultant has the right to control and direct the means, manner and method by which the Services are performed.
2. Term. The term of this Agreement shall be from February 27, 2021 through March 31, 2021.
3. Compensation. As consideration for providing the Services, Client shall pay the amount set forth in the Fee Schedule in Exhibit B. Consultant shall invoice Client monthly for fees accrued during the prior month. Each invoice shall include: (i) invoice date and billing period and (ii) total due on invoice. Client shall reimburse Consultant at cost for reasonable and necessary expenses directly incurred in the course of performing the Services hereunder if appropriate documentation, including receipts for and written descriptions of each expense, is provided.
4. Conflict of Interest. Consultant represents and warrants that Consultant does not currently have a Conflict of Interest, as defined herein, in the performance of Consultant's duties under this Agreement. A "Conflict of Interest" is a transaction or relationship which presents or may present a conflict between the Consultant's obligations to Client and personal, business or other interests of Consultant. Conflicts of Interest include, but are not limited to, outside business, professional conduct, or other activities which may be directly or indirectly adverse to the interest of Client or Client's mission. During the Term of this Agreement, if any actual or potential Conflict of Interest arises, Consultant shall immediately inform Client in writing.
5. Termination. Either party may terminate this Agreement upon written notice. The Termination Date shall not affect Consultant's right to payment of any amount earned prior to termination and due under Section 3 of this Agreement.
6. Independent Contractor. Consultant agrees that it is an independent contractor and not an employee of Client. Consultant has no authority or responsibility to enter into any contracts on behalf of Client. Consultant will not hold itself out as an employee. As such, all fees and payments are payments for consulting services.