



Professional Services Contract

This Professional Services Agreement (“Agreement”) is made this October 13th 2021, by and between Advocacy Associates (“the Company”), a District of Columbia Limited Liability Company and the National Energy and Utility Affordability Coalition (“Client”).

The Client hereby engages the Company to provide services described herein under “Services and Statement of Work.” The Company hereby agrees to provide the Client with such services in exchange for consideration described herein under “Fees and Payments.”

It is mutually agreed between the Company and Client as follows:

1. **Services and Statement of Work:**

- a. The Company agrees to provide Client with a specific set of services. The period of work begins upon the date which this Agreement becomes binding and enforceable. The date upon which this Agreement becomes binding and enforceable is the date this Agreement is signed and executed by the Client, and is considered the “Effective Date”.
- b. This program is strictly limited to the Client.
- c. The specific set of Services that the Company will provide to the Client include:
 - i. The oversight and implementation of coordinating up to 250 meeting requests with House and Senate Congressional Members and staff for participants of the Client’s Virtual Fly-in on February 23rd 2022.
 - ii. The Company will provide 24/7 access to the meeting scheduling database, one month prior to the Virtual Fly-in date.
 - iii. The Company will create and administer a Registration Page for the Client, allowing the Client’s members to register for the Virtual Fly-in.
 - iv. The Company will provide access to the AdvocacyDay Online Platform, allowing attendees access to schedules via laptop, desktop, or tablet. The Company will provide the Client with comprehensive meeting reports, including a master list of participants and meetings as well as any Meeting Notes and/or Meeting Report Forms completed in the Online Platform.

- v. The Company will not pursue longer than 1 business day after the Virtual Fly-in date attempts to reschedule any meetings that have been cancelled by congressional offices.
- vi. The Company will provide all conference call lines and video links for the Client's Virtual Fly-in.
- vii. The Company will participate in a to-be-determined webinar with the Client to review the virtual logistics and schedule overview.
- viii. The Company will provide a 24-hour contact for all Virtual Fly-in participants to reach if any schedules need adjustments, or problems arise.

2. Fees and Payments:

- a. The Client shall pay the Company for providing the Services contemplated in this agreement as follows:
 - i. The maximum value for this agreement may equal \$19,000, plus costs for the AdvocacyDay Platform and overage costs for meeting requests in excess of 250.
 - ii. **\$10,000 to be invoiced** by the Company upon execution of this agreement as first installment and date securitization, due within 30 days after execution of this agreement.
 - a. This fee is transferable to an alternative date in 2022 if the Company receives electronic correspondence prior to the 6-week-out mark, January 12th 2022, regarding a date change.
 - b. This fee is refundable if the Virtual Fly-in is cancelled prior to the 6-week-out mark, January 12th 2022.
 - c. If the Client requests a date change or cancels the Virtual Fly-in on, or after, the 6-week-out mark, January 12th 2022, this fee is nonrefundable.
 - iii. The following additional amount will be invoiced within three (3) business days after the Virtual Fly-in date. These fees are determined applicable to be invoiced once the initial meeting requests are sent in accordance to the agreed upon Client timeline for the Virtual Fly-in.
 - a. \$6,000 by March 30th 2022 for coordinating up to 200 meeting requests
 - b. \$6,600 by March 30th 2022 for coordinating 201-210 meeting requests
 - c. **\$7,200 by March 30th 2022** for coordinating 211-220 meeting requests
 - d. \$7,800 by March 30th 2022 for coordinating 221-230 meeting requests
 - e. \$8,400 by March 30th 2022 for coordinating 231-240 meeting requests
 - f. \$9,000 by March 20th 2022 for coordinating 241-250 meeting requests
 - g. Total requests in excess of 250 will carry a prorated cost basis of \$76 per meeting request.
 - h. The following will be invoiced based on the number of users for the AdvocacyDay platform paid by March 30th 2022:
 - i. **Up to 300 users – \$3,500**
 - ii. 301- 400 users – \$4,000
 - iii. 401- 500 users – \$4,500
 - iv. \$4,500 plus \$500 for every 100 users above 500 users

- b. Should the Client fail to pay the Company the full amount specified in any invoice within 30 days of the invoice's date, a late fee equal to \$500 shall be added to the amount due and interest of \$500 per annum shall accrue from the 30th calendar day following the invoice's date.
- c. In the case of a government shutdown or natural disaster resulting in the cancellation of the Virtual Fly-in, payment for Company services will be for exactly 75 percent of the tier the current meeting request total at the time the Virtual Fly-in is cancelled.

3. Duration and Termination:

- a. This contract shall commence the day of signature by both the Company and Client and continue in effect until the final invoice is received by the Company, subject to termination by either party according to the terms of termination below.
- b. The Client may terminate this Agreement without cause by providing the Company at least six (6) weeks and one (1) day written notice via Email or Certified Mail sent to the Company's regular business address. Upon cancellation, Client will be obliged to pay all expenses incurred by the Company through the date of Termination. The Client will be refunded the deposit specified in section 2.-a.-ii.
- c. The Company may terminate this Agreement by written notice via Email or Certified Mail to the Client's regular business address if (i) the Client fails to pay the Company in accordance with the payment schedule outlined in Section 2.-a.-ii. of this Agreement, (ii) or upon a showing of good cause. If the Company terminates the Agreement for the reasons stated herein, Client shall pay to the company all expenses incurred by the Company as to the date of Termination.

4. Confidentiality:

- a. Both parties acknowledge that in the course of performing the services provided for in this Agreement, they may obtain information which is of a confidential nature ("Confidential Information"). Confidential Information includes, but is not limited to, any and all information and materials provided to the Company by the Client, whether orally or in written form, and all work performed by the Company under this Agreement.
- b. The parties shall at all times during the term of this Agreement and thereafter use diligent efforts to keep in trust and confidence all Confidential Information of the other party and shall not use such Confidential Information other than as necessary to carry out its duties under this Agreement, nor shall either party disclose any such Confidential Information to third parties without the other party's informed written consent.

5. Miscellaneous

- a. Headings herein are for convenience of reference and in no way affect the

interpretation of the Agreement.

- b. This Agreement supersedes all proposals, oral or written, all negotiations, conversations, discussions, or agreements between or among the parties relating to the matter of this Agreement and all past dealings and industry custom.
- c. Except as otherwise stated herein, there are no other warranties express or implied hereunder, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. Both parties shall indemnify and hold each other, its employees, assignees, and licensees, harmless from and against any losses, costs, expenses, reasonable attorneys' fees, judgment, settlements, and damages, resulting from any claim or action arising out of a breach or alleged breach of any provisions of this Agreement.

6. Governing Law and Dispute Resolution:

The Agreement shall be interpreted, construed, and enforced in accordance with the laws of the District of Columbia and any applicable Federal Laws.

7. Signatures:

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

Stephanie Vance Date
Advocacy Associates

Client Signer Date
National Energy and Utility Affordability Coalition