



## LETTER OF AGREEMENT

This Agreement, a valid and binding contract, is made as of the \_\_\_\_ day of December, by and between American Knife and Tool Institute, ("Client") a West Virginia corporation, with a principal place of business at 22 Vista View Lane, Cody, WY 82414, and Tremont Strategies Group ("TSG"), a Massachusetts corporation, with a principal place of business at One Beacon Street, Suite 16300, Boston, MA 02108. Both Client and TSG may be referenced individually as "a Party" or jointly as "the Parties."

WHEREAS, Client desires to retain the services of TSG and TSG desires to perform services for Client based on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, and for other valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Services:** Client agrees to retain TSG to perform those services as set forth in prior discussions between the Principals of the Parties ("the contract services"), and TSG agrees to devote such time and best efforts as may be necessary to perform the contract services. Based upon the parties' discussions, and documents shared to date, the contract services do not present an actual or potential conflict of interest with services TSG provides to other clients. TSG need not perform services exclusively for Client and may perform services for other persons or entities, except competitors of Client, during the term of this Agreement.
2. **Termination:** The effective date of this Agreement is December 1, 2020. This Agreement shall continue until November 30, 2021, at the end of which the Parties may mutually agree to extend the terms of this Agreement. Either Party may terminate this Agreement for any reason after providing at least thirty (30) days written notice.
3. **Compensation:**
  - 3.1. **Fees:** TSG shall be paid a monthly fee of \$7,500 for performance of the contract services of which \$3,500 is for state government relations services and \$4,000 is for federal government relations services. Invoices for the following month's contract services shall be sent to Client at the end of each month, and payment will be due thirty (30) days after Client's receipt of the invoice. Invoices will be mailed to Client at the address referenced above. All payments shall be mailed to TSG at the address referenced above. Invoices unpaid and outstanding ten (10) days after the due date shall incur a 5% fee.
  - 3.2. **Expenses:** TSG shall be responsible for all costs associated with performance of the contract services including but not limited to telephone, Internet, in state travel and those costs associated with

document management. For all other expenses associated with the contract services, particularly those related to travel outside of New England, TSG agrees to seek and receive consent from an authorized representative of Client prior to incurring such expenses. In such cases, Client agrees to reimburse TSG in a timely manner for those approved charges, which TSG agrees will be itemized on the monthly invoice. It is anticipated that there will be no travel costs or extraordinary disbursements costs in this engagement. It is policy of Firm not to charge its clients separately for postage, telephone calls, facsimile transmissions, computerized research, and staff overtime. It is also Firm's policy not to bill its clients separately for ordinary photocopying expenses. However, any registration or lobbying fees that may be required for this engagement will be billed to Client at Firm's actual cost and any travel required will be billed to Client, but only if said travel is authorized in advance by Client.

**3.3. Withholding/Taxes:** No income tax, nor any other payroll tax of any kind, shall be withheld or paid by Client on behalf of TSG or TSG's employees. TSG shall be responsible for payment of all income taxes in accordance with all applicable laws.

- 4. TSG Status:** In furnishing the contract services, TSG will at all times be acting as an independent contractor, and not as an agent or employee of Client. As such, TSG will have no authority to bind the Client, and will take no action purporting to bind or obligate the Client in any way, unless otherwise expressly authorized in writing by Client.
- 5. Legal Compliance:** TSG warrants and represents that TSG has complied with, and agrees that it will, during the term of this Agreement, comply with, all applicable federal, state and local laws, rules and regulations, including without limitation, all such laws regarding business, professional or other permits, licenses and registrations required to perform the contract services as contemplated by this Agreement. For purposes of performing the contract services, the Parties agree that TSG's employees will, upon determination that such action is required under law, register as lobbyists pursuant to applicable law on behalf of the Client.
- 6. Other Agreements:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements between them with respect to the subject matter contained herein, whether written or oral.
- 7. Indemnification:** TSG agrees to indemnify and hold harmless the Client, and its respective employees, officers, directors, representatives, successors and assigns, from and against any and all losses, damages, costs, or expenses, including but not limited to reasonable attorneys' fees, arising from or connected with TSG's breach of any of the representations or covenants in this Agreement, or TSG's negligence or willful misconduct. Client agrees to indemnify and hold harmless TSG and its respective employees, officers, directors, representatives, successors and assigns, from and against any and all losses, damages, costs, or expenses, including but not limited to reasonable attorneys' fees, arising from or connected with the Client's breach of any of the representations or covenants in this Agreement, or Client's negligence or willful misconduct.
- 8. E-mail Communication:** During the course of representing you, we may from time to time, when appropriate, communicate with you by e-mail. While we take reasonable steps to protect the security of our information systems, we advise you that: (1) e-mail communication is not a secure method of communication; (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from us to you or vice versa (3) a person not participating in our communication may intercept our communications by improperly accessing your computer or our computers or even another computer unconnected to either of us through which email passes. Your execution of this Agreement below will reflect your consent to receiving communications from us via email. If, at some time during our representation, you

change your mind and would prefer that we not communicate via e-mail, please let us know immediately. We agree to use your encrypted email system to communicate with you by email if you so request.

**9. Survival of Covenants:** The covenants and agreements set forth in Sections 7 & 10 shall survive the termination of this Agreement.

**10. General Provisions:**

**10.1. No Assignment or Delegation.** Neither this Agreement nor any right, interest, duty or obligation hereunder shall be assigned or delegated by TSG, or any beneficiaries, or legal representative, without Client's prior written consent.

**10.2. Waiver of Breach.** The waiver by any party of a breach of any provision of this Agreement shall not operate as a waiver of a subsequent breach of the same or any other provision.

**10.3. Notices.** Any notice required to be given under this Agreement shall be deemed to have been given if in writing and sent by mail to a Party's address shown above, or such other address as a Party may designate in writing from time to time.

**10.4. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of TSG, and any successors and permitted assigns, heirs, executors, administrators and legal representatives, and shall be binding upon Client and inure to the benefit of Client, its successors and assigns.

**10.5. Amendment of Agreement.** This Agreement may not be modified or amended except by an instrument in writing signed by the Parties.

**10.6. Severability.** All of the terms and provisions contained in this Agreement are severable and, in the event that any of them shall be deemed unenforceable or invalid by a court of competent jurisdiction, this Agreement shall be interpreted and enforced, and may be judicially modified, so as to effect, to the greatest extent legally possible, the intentions of the parties as reflected in the terms of the Agreement.

**10.7. Governing Law.** Any dispute arising under this agreement shall be resolved by arbitration in Boston, Massachusetts in accordance with the commercial arbitration rules of the American Arbitration Association. The prevailing party in such arbitration shall be entitled to collect reasonable attorneys' fees and expenses from the other Party. The laws of the Commonwealth of Massachusetts, except for its conflicts of laws provisions, shall apply.

**10.8. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same Agreement.

IN WITNESS WHEREOF, Client and TSG have caused this Agreement to be executed effective as of the day and year first above written.

**Tremont Strategies Group (TSG)**

**By: Liesl Sheehan, Partner**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**American Knife and Tool Institute**

**By: Jan Billeb, Executive Director**

**Signature:** Jan Billeb

**Print Name:** Jan Billeb

*Approved BOR 1/22/2021*