

CONSULTING SERVICES AGREEMENT

This Agreement is made as of Jan 15, 2020, between Kwesi Nantambu/SOTS LLC Engineering Firm and Jon Walrath (the "Client"). Kwesi Nantambu and Jonathan Walrath are collectively referred to herein as the "Parties" and individually as the "Party". This Agreement sets out the Parties' stipulations regarding consulting services to be provided by the Consultant Engineering Firm to the Client from and after the date hereof and is the Parties' statement of their understandings with respect to those services.

A. SCOPE OF WORK

The scope of the Consultant's work is the following:

Under the direction of Client's Counsel and pursuant to his written instructions supplied from time to time, the Consultant shall consult with Client's Counsel concerning the conduct of litigation, now pending in the Circuit Court of Kendall County, Illinois, and give expert opinion on the quality and workmanship of work performed by Bud's Concrete, Inc. as it relates to an installed concrete patio including but not be limited to:

1. Research and preparation of memoranda concerning the factual and legal issues identified by Counsel, all as applicable to the Litigation, such memoranda to include citation, discussion and analysis of the legal, trade and other authorities on which the Consultant bases its opinion as to their meanings;
2. Initial and ongoing review and familiarization with extracts of Counsel's file concerning the Litigation, as reasonably prepared and supplied by Counsel, all as they may be relevant in the judgment of Counsel, to the issues presented by the Litigation;
3. Consulting with Counsel concerning the formulation of discovery requests, memoranda, legal theories, the evaluation of the qualifications, records and testimony of witnesses (including expert witnesses) called by adverse parties to the Litigation, all as from time to time may be requested by Counsel;
4. Testimony at depositions, at pre trial hearings and at trial, and preparation of written expert witness reports, when and as requested by Counsel.

5. Consulting with Counsel concerning the testimony of others, taken in connection with the Litigation; and The Consultant shall formulate all opinions and recommendations as an independent expert in the Engineering and Construction related fields.

The services to be provided hereunder by the Consultant shall in no way be deemed or construed as the practice of law to or for any Party with respect to the Litigation, the Client, Client's Counsel, or any other person or entity.

The services will be provided personally by Kwesi Nantambu on behalf of the Consultant, from his Atlanta, Georgia offices.

Duties of Client. The Client's duties specifically include, but are not limited to:

- a. Abiding by the applicable rules of professional conduct for attorneys.
- b. Providing Expert with copies of or access to all non-privileged, arguably relevant documents, evidence and other materials in the underlying legal matter.
- c. Notifying Expert of all parties and attorneys in the case so that Expert can check for conflicts of interest.
- d. Where circumstances reasonably allow, providing Expert with prompt notice of any Daubert motions, Frye motions, Motions in Limine, or other pre-trial motions made by other parties or persons to restrict, exclude or in any way limit Expert's testimony or Expert's participation in the underlying legal matter.
- e. Obtaining Expert's advance approval (for accuracy) of the relevant portions of any and all answers to interrogatories, motions, expert designations or other documents that summarize Expert's qualifications, methodology, opinion(s) and/or anticipated testimony.
- f. Being available as reasonably requested to meet with Expert prior to anticipated testimony.
- g. Promptly notifying Expert of when and where Expert may be requested to appear to testify.

B. CONSULTING FEES AND EXPENSES

Contemporaneously with execution of this Agreement, the Counsel shall pay to the Consultant, a deposit (the "Deposit") of Twelve Hundred Fifty Dollars (\$1,250.00). All depositions, mediation, arbitration, if any, trial, if any, or waiting, if any, in Chicago for trial or depositions shall be at a rate of \$125.00 per hour. Client agrees further to reimburse the Consultant for all reasonable, pre-approved out of pocket expenses and travel expenses.

C.TERM

The Term of this Agreement (the "Term") begins on the date on which the Consultant receives at least one fully executed counterpart of this Agreement and the Counsel's advance payment of Twelve Hundred Fifty Dollars (\$1,250.00) and ends upon the earlier of the date on which the Consultant receives Counsel's written notification that the Counsel no longer requires the Consultant's services, or December 31, 2020.

D. CONFIDENTIALITY

As a material inducement to the Counsel to enter into this Agreement, the Consultant agrees to treat work product of Counsel, strategy and actions of Counsel and the Counsel concerning the Litigation, the Consultant's work product produced pursuant to this Agreement, results of discussions between the Counsel and other parties to the Litigation or their representatives, and all other information of the Client, whether oral or fixed in any particular medium, and whether or not marked or designated as confidential, trade secret, proprietary, or otherwise restricted (all) as proprietary and confidential information of the Client, which the Consultant shall disclose to no one other than members, managers and confidential advisors of Consultant, employees and confidential advisors of the Counsel, who have been placed on notice of the confidential and proprietary nature of the information, have agreed to be bound by the restrictions on the use thereof and require access to such information in order to perform their role in connection with consulting services to be provided by the Consultant. Generally, the Consultant shall take all reasonable precautions to preserve the confidentiality of such information, provided however that information that becomes publicly available without breach of this Agreement, or which the Consultant rightfully receives from a source other than the Client or its confidential advisors, or which the Consultant independently develops prior to receipt of such information from the Counsel, need not be treated as confidential or proprietary. Further, notwithstanding any of the foregoing, the Consultant shall not be prohibited from disclosing such information, judiciously and in good faith, as reasonably necessary in the Consultant's professional judgment, to the performance of work of the Consultant within the scope of this Agreement and in the best interest of the Client; nor shall the Consultant be prohibited from disclosing such information pursuant to a requirement of applicable law, court order, subpoena or the like if in the reasonable opinion of the Consultant, such disclosure is legally required.

E. RELATIONSHIP OF THE PARTIES

This Agreement does not create any relationship of agency or of employment. This Agreement creates only the relationship independently-contracted consultant, and no relationship between the Parties hereto whatsoever, not expressly stated in this Agreement, shall under any circumstances be implied.

TO GIVE EFFECT to all of the foregoing the Parties hereto have executed this Agreement as of Jan 15, 2020.

SOTS, LLC

By: _____
Jonathan Walrath

By: _____
Kwesi Nantambu, its managing member