

## CONTRACTUAL AGREEMENT

This Agreement is made on the 1<sup>st</sup> day of JULY 2015, between JOHN J. MILLNER AND ASSOCIATES, INC. ("JJM") having its principal place of business, at 2700 International Drive, Suite 100, West Chicago, IL 60185 and ILLINOIS LAW ENFORCEMENT ALARM SYSTEM ("ILEAS") having its principal place of business at 1701 E. Main, Urbana IL 61802.

IN CONSIDERATION of ILEAS, retaining JJM, it is agreed as follows:

### I. COMPENSATION AND TERMS

ILEAS retains JJM and JJM hereby agrees to represent ILEAS in the capacity of "lobbyist/consultant", before the Illinois General Assembly and the executive levels of state and local government.

The term of this Agreement is as follows:

July 1, 2015 – June 30, 2016  
\$2,000.00/per month, due upon receipt of monthly invoices

### II. WARRANTIES BY JOHN J. MILLNER AND ASSOCIATES, INC.

JJM represents and warrants to ILEAS that it has the experience and ability to perform the services required by this Agreement; that they will perform said services, in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement; and that they have the power to enter into and perform this Agreement; and that their performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. JJM further warrants that they have complied and will continue to comply with the Illinois Lobbyist Registration Act.

### III. INDEPENDENT CONTRACTOR

JJM acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. JJM shall not enter into any contract or commitment on behalf of ILEAS, JJM further acknowledges that they are not considered an affiliate or subsidiary of ILEAS, and are not entitled to any of ILEAS employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

### IV. BUSINESS PRACTICES

JJM hereby represents and covenants that they:

-have no knowledge or information that any unlawful payments, disbursements, assignments or transfers of property of any type have been made, or promised to any governmental official or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official;

-will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments or transfers of property of any type be made to any governmental official, or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official.

V. CONFIDENTIALITY

JJM recognizes and acknowledges that this Agreement creates a confidential relationship between JJM and ILEAS and that information concerning ILEAS, or its operation, whether written or oral, is confidential in nature. All such information concerning ILEAS is hereinafter collectively referred to as "Confidential Information". JJM will not use, disclose to any third party, directly or indirectly, for its own benefit or the benefit of others, both during the term of the Agreement and subsequent to its termination, any Confidential Information which JJM may acquire or develop in connection with or as a result of the performance of this agreement. JJM further agrees to bind their employees and subcontractors to the terms and conditions of this Agreement.

VI. GRANT

JJM agrees that their work product produced in the performance of this Agreement shall remain the exclusive property of ILEAS, and that they will not sell, transfer, publish, disclose, display or otherwise make the work product available directly to third parties without ILEAS, prior written consent. Any rights granted to JJM under this Agreement shall not affect ILEAS, exclusive ownership of the work product.

IN WITNESS WHEREOF, ILEAS, and JJM do hereby affirm that they understand the provisions contained herein. Therefore, in consideration of the mutual covenants contained herein, ILEAS, and JJM, have caused this contract to be executed, by witness of the signatures following, as of the day and year first written.

IL LAW ENFORCEMENT ALARM SYSTEM

JOHN J. MILLNER AND ASSOCIATES, INC

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*[Handwritten Signature]*  
Executive Director  
07/10/15

*[Handwritten Signature]*  
President  
7/10/15