

HINMAN STRAUB

ATTORNEYS AT LAW

121 STATE STREET
ALBANY, NEW YORK 12207-1693
TEL: 518-436-0751
FAX: 518-436-0751
E-MAIL: RECEPTION@HSPM.COM

CARON O'BRIEN CRUMMEY
DIRECT PHONE: 518-689-7263
E-MAIL: CCRUMMEY@HINMANSTRAUB.COM

February 1, 2023

Matthew L. Myers
Tobacco Free Kids Action Fund
1400 I Street NW, Suite 1200
Washington, DC 20005

Re: Lobbying Retainer Agreement

Dear Mr. Myers:

This Retainer Agreement ("Agreement") between Hinman Straub Advisors, LLC ("Hinman Straub") and Tobacco Free Kids Action Fund (TFKAF), is to provide government relations representation in New York State, in accordance with the terms and conditions set forth herein. Upon execution, this Agreement shall be filed with the New York Commission on Ethics and Lobbying in Government ("CELG") and shall be governed by the laws of the State of New York, including but not limited to Article 1-A of the Legislative Law (i.e., "the Lobby Act").

I. Scope of Representation

Hinman Straub will provide legislative and regulatory representation on behalf of Tobacco Free Kids Action Fund (TFKAF). The scope of such services shall include:

- i. Advocacy on behalf of TFKAF on identified issues before the legislative and executive branches of New York State government;
- ii. Identification and analysis of legislation of interest to TFKAF;
- iii. Monitoring introduction and progression of legislation of interest;
- iv. Research and preparation of memoranda on relevant legislative and regulatory issues; and
- v. Provision of other governmental and regulatory services as agreed upon by both parties.

II. Period of Representation

The period of such representation is from February 1, 2023 through March 31, 2023.

Either party to this Agreement may, with or without cause, terminate this Agreement prior to the stated expiration date by providing the non-terminating party thirty (30) days advance written notice. Any amounts owed prior to the effective date of termination, including all disbursements and miscellaneous expenses incurred prior to the termination's effective date, as well as a pro-rated portion of the monthly fee for the final month in which services are rendered, shall be due and payable within thirty (30) days after the effective date of termination.

III. Compensation

The fee for services rendered shall be \$25,000.00 for each month in which services are provided. Hinman Straub will bill TFKAF on a monthly basis for Services performed and costs incurred.

In addition, disbursements and miscellaneous expenses. Such as long-distance telephone calls, printing, postage, copying, and travel expenses shall be billed separately on a monthly basis.

Invoices and request for reimbursement of expense should be sent to Kevin O'Flaherty via e-mail at KOFlaherty@tobaccofreekids.org and accountspayable@tobaccofreekids.org. Hinman Straub will not incur any cost(s) greater than \$1,000.00 without TFKAF's consent. Payment is due within thirty (30) days of receipt of an invoice. Past due payments may be subject to 1% interest per month.

IV. Compliance

In providing the services covered by this Agreement, both parties are required to comply with all applicable laws, regulations, and rules of New York State, including the Lobby Act and the regulations administered and enforced by CELG.

Throughout the period of representation under this Agreement, Hinman Straub shall regularly file with CELG certain reports and disclosures pertaining to its lobbying activities on behalf of TFKAF, as required by law. Certain aspects of Hinman Straub's compliance with filing requirements are reliant upon information provided by Campaign for Tobacco-Free Kids; accordingly, TFKAF shall provide Hinman Straub with information when requested and shall comply with all applicable requirements as directed by Hinman Straub. At all times during which Hinman Straub represents, it is critical that you keep us informed of any changes in your lobbying activities and/or registered information in order to ensure filings and disclosures are made in accordance with law. Hinman Straub is committed to ensuring all lobbying activities performed on behalf of under this Agreement are in full compliance with New York State law.

Unless expressly agreed upon (in writing as incorporated into this Agreement), in the event TFKAF chooses to engage in independent lobbying activities and/or chooses to retain additional government relations representation, Hinman Straub shall not be responsible for CELG compliance with regard to such independent activities or the activities of any other firm. In the event that we submit filings on your behalf, it is TFKAF's to keep us informed of any relevant changes. Similarly, if TFKAF retains additional representation aside from Hinman Straub, we respectfully request that you notify Hinman Straub to ensure our compliance efforts are accurate and comprehensive.

V. No Tobacco Industry Relationships

Pursuant to Client's policy of not hiring or contracting with anyone with economic ties to the tobacco industry, Consultant warrants that Consultant does not knowingly represent or receive payment from any tobacco product manufacturer or wholesaler, or any parent, affiliate or subsidiary of a tobacco product manufacturer or wholesaler, including Phillip Morris International IMPACT and Foundation for a Smoke-free World, or any person, interest group, advocacy organization, law firm, advertising agency, or other business or organization that represents the interests of the tobacco industry, has not done so in the past five years, and will not enter into any such relationship during the term of this Agreement or for one year thereafter. Consultant also agrees to notify Client immediately if Consultant discovers that it does represent such an entity or person and agrees that Client has the option of terminating this Agreement immediately upon such notice without penalty. Should Consultant knowingly fail to notify Client of any recent or existing business relationship with any person or entity that is part of the tobacco industry or represents its interests or if Consultant enters into an agreement to undertake any work for or representation of any member of the tobacco industry or any related entity or person during the term of this Agreement, Consultant agrees that Client may terminate this Agreement immediately, without penalty, and has the right to demand and receive the contract amount plus interest, from Consultant in liquidated damages, not as a penalty, other provisions of this Agreement notwithstanding.

VI. Entire Agreement

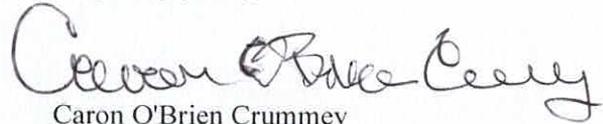
This Agreement constitutes the entire agreement between Hinman Straub and TFKAF and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

If the terms of this Agreement are acceptable, please sign where indicated below and return a copy to me electronically at ccrummey@hinmanstraub.com. Representation shall not begin until this Agreement is executed and filed with CELG.

Thank you again for considering Hinman Straub. We appreciate your trust and confidence and look forward to working together.

Should you have any questions, feel free to contact me.

Very truly yours,



Caron O'Brien Crummey

AGREED AND ACCEPTED by:

TOBACCO FREE KIDS ACTION FUND

DocuSigned by:

By: _____
Matthew L. Myers, President

2/10/2023
Date: _____