



Government Affairs Engagement Agreement

THIS GOVERNMENT AFFAIRS ENGAGEMENT AGREEMENT (“Agreement”) is made with CE Opco, LLC (“Client”) and **Dickinson & Avella, PLLC** (“Firm”), effective September 1, 2022 for the purpose of setting forth the exclusive terms and conditions by which the Firm will provide services to Client on a temporary basis.

1. SERVICES AND PAYMENT. The Firm agrees to represent Client by providing strategic and regulatory counsel in New York, **effective September 1, 2022 until such time this agreement is terminated.** The fee for this service is \$ 10,000 per month to be paid on a NET 30 basis from the time an invoice is received. Either party may terminate this agreement after thirty (30) days written notice. Upon termination, pursuant to this agreement, payment shall be made within thirty (30) days for all services rendered under this Agreement. Such payment shall be prorated based on the number of days worked in the final month that this agreement remains in effect. This Agreement, will be bound by the terms and conditions of put forth hereafter:

2. ATTORNEY-CLIENT PRIVILEGE, PROPRIETARY INFORMATION, PUBLICITY. During the term of this Agreement and in the course of the Firm’s performance hereunder, the Firm may receive and otherwise be exposed to confidential and proprietary information relating to Client’s business practices, strategies, designs and technologies and personal information with respect to Client’s managers and family and/or friends thereof. All such information, communications, and work-product shall be protected by Attorney-Client privilege. Additionally, the Firm acknowledges the confidential and secret character of the information, and agrees that the information is the sole and exclusive property of the Client. Accordingly, the Firm agrees not to use the Information except in the performance of this Agreement. The Firm further agrees not to use the Client’s name, logo, trademarks or service marks or any confidential information received in any advertising, publicity releases, or any other materials without the Client’s prior written approval. For the avoidance of doubt, and as a further limitation, the Firm agrees not to reference Sean Combs or any family member, affiliate or related company thereof in any advertising or other publicity materials without the Client’s prior written consent, which may be withheld for any reason or no reason.

3. WARRANTIES. The Firm represents and warrants that it has full power and authority to enter into this Agreement and that during the term of this Agreement, the Firm will not knowingly provide services to any business, which conflicts with this agreement without obtaining consent of Client. The Firm shall notify Client in writing upon the Firm’s discovery of any conflict of interest between the interest of Client and any other client (even though the Firm represents and warrants that no conflicts currently exist nor are any conflicts anticipated).

4. TERMINATION. Either Client or the Firm may terminate this Agreement with or without cause upon thirty (30) days written notice. Upon termination, payment shall be immediately made for all services rendered under this Agreement except with respect to any payment in dispute in connection with such services.

5. COMPLIANCE WITH APPLICABLE LAWS. The Firm agrees to comply with all federal, state, and local laws, rules, and regulations relating to lobbying registration and reporting, and restrictions on gifts from lobbyists. Client understands and agrees that New York State law and regulations require registration and reporting for all entities engaged in lobbying activity and/or retaining a firm to engage in lobbying activity on their behalf and that compliance with any such laws and regulations which place such obligation on Client is the sole responsibility of Client.

6. LIABILITY. Client shall not be held liable for any action arising directly out of services performed by the Firm, under this agreement, on behalf of Client.

7. INDEMNITEE RESPONSE TO DISCOVERY. Notwithstanding any other provision of this agreement, to the extent that the Firm is a witness, receives a subpoena, or is requested or made to respond to discovery requests in any claim, suit, action, or proceeding involving the the Client, its affiliates, officers, directors, employees, agents, successors, and permitted assigns to which the Firm is not a party, Client shall defend, indemnify, and hold harmless the Firm from and against all losses paid or incurred by the Firm in connection therewith.

Katie Neer, Esq.
Of Counsel - Dickinson & Avella PLLC

K. Neer Dated: 9/1/22

Agreed to and accepted by:

Tarik Brooks Dated: 12/20/2022

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