

4. Relationship of the Parties. The Parties acknowledge and agree that each is an independent business entity and, as such, neither Party may represent itself as an employee, agent, or representative of the other. Neither Party may incur any obligations on behalf of the other Party unless specifically authorized in this Agreement. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the Parties.

5. Non-Solicitation. During the Term of this Agreement and for one (1) year thereafter, Lowndes County shall not directly or indirectly with or through any individual or entity: (i) employ, engage or solicit for employment any individual who is, or was at any time during the Term of this Agreement, an employee of Cornerstone, or otherwise seek to adversely influence or alter such individual's relationship with Cornerstone; or (ii) solicit or encourage any individual that is, or was during the Term for any reason, a customer or vendor of Cornerstone to terminate or otherwise alter his, her or its relationship with Cornerstone.

6. Fee. Payment for the GR Services shall be made electronically via ACH by Lowndes County to Cornerstone in twelve (12) advance monthly payments of seven thousand five hundred dollars (\$7,500.00) plus reasonable and customary out-of-pocket expenses with any out of town travel being approved in advance by Lowndes County (the "**Fee**"). Cornerstone shall invoice Lowndes County on a monthly basis for the Fee accrued during the succeeding month, and the Fee due under such invoice shall be payable within thirty (30) days after Lowndes County's receipt of such invoice. The Parties agree to discuss in good faith any adjustment in the Fee that either Party shall deem appropriate given the level of services mutually agreed upon under Section 3. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this Agreement.

7. Confidentiality. Cornerstone agrees with respect to any written information marked "confidential" or "proprietary" by Lowndes County or information disclosed orally and identified orally as "confidential" or "proprietary" by Lowndes County at the time of disclosure and reduced to writing (hereinafter "**Confidential Information**"), that Cornerstone will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of Lowndes County. Provided, however, that Confidential Information may be provided by Cornerstone to those of its employees who need such information to enable Cornerstone to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

Confidential Information shall not include information which: (i) is now or hereafter becomes part of the public domain; (ii) was received by Cornerstone from a third party under no obligation of confidentiality to Lowndes County; or (iii) is disclosed by Lowndes County to a third party without restriction.

In the event that such disclosure is required by applicable law, regulation or court order, Cornerstone agrees, if reasonably practicable, to refrain from such disclosure until such time as Lowndes County has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and Lowndes County has had a reasonable opportunity to contest the basis for disclosure and review the content of the proposed disclosure.

8. Conflicts with Cornerstone Clients in Other Business Units and Offices. Cornerstone has multiple business units (federal government relations, state government relations, public affairs and