

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Madison Strategies LLC	2. Registration Number 7386
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3. Primary Address of Registrant
 7212 Weathervane Rd., Flowery Branch, GA 30542

4. Name of Foreign Principal Kyiv Global Outreach	5. Address of Foreign Principal Volodymyra Vinnichenko Street, Building 7, Office 9 Kyiv, Ukraine UKRAINE 04053
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6. Country/Region Represented
 UKRAINE

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) Non-profit
- Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Kyiv Global Outreach's main goal is to carry out analytical research, educational, and advocacy activities aimed at effectively satisfying and protecting the national interests of Ukraine, both domestically and internationally, in order to preserve democratic values and promote innovative, industrial, and economic development of the country.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
3/22/24	Gary A. Marx	Gary A. Marx
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Madison Strategies LLC

2. Registration Number
7386

3. Name of Foreign Principal
Kyiv Global Outreach

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/15/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant is a subcontractor of DCI Group, AZ, LLC, No. 6278. As indicated in the attached contract, particular services will be detailed in work orders to be agreed between the parties. It is anticipated that services will involve media and public affairs consulting services, including television, radio, and podcast interviews and the preparation and dissemination of informational materials.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant shall provide to client media and public affairs consulting services to help rebuild and maintain strong public support for Ukraine, to ensure continued U.S. support in its fight against Russian aggression, and to build support for policies which strengthen Ukraine's security and support its conditions for peace.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The registrant shall provide to client media and public affairs consulting services to help rebuild and maintain strong public support for Ukraine, to ensure continued U.S. support in its fight against Russian aggression, and to build support for policies which strengthen Ukraine's security and support its conditions for peace.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
03/25/2024	Gary Marx	/s/Gary Marx
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
3/22/24	Gary A. Marx	Gary A. Marx
_____	_____	_____
_____	_____	_____
_____	_____	_____

Master Services Agreement

This Master Services Agreement ("Agreement") is made and entered into by **DCI Group AZ, L.L.C.** ("DCI"), an Arizona limited liability company, and **Madison Strategies** ("Consultant") (each a "Party" or collectively herein the "Parties"), effective as of **March 15, 2024** ("Effective Date").

WHEREAS, DCI desires to retain, as of the Effective Date, Consultant to render certain professional services ("Services") in which Consultant has specialized expertise and Consultant wishes to perform those Services.

THEREFORE, in consideration of their mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DCI and Consultant, intending to be legally bound, do hereby agree as follows:

Scope of Services, Term, and Compensation

1. Scope. Consultant shall provide Services to DCI as specified in this Agreement or as otherwise assigned by Client and agreed to by both Parties in writing ("Work Orders"). Work Orders shall be incorporated into, and made an integral part of this Agreement subject to all of the terms and conditions herein.

2. Term. This Agreement shall become effective as of the Effective Date and shall continue on a month-to-month basis. A Party shall have the right to terminate this Agreement, and/or any and all associated Work Orders, for any reason or for no reason upon ten (10) days prior written notice to the other Party. Notwithstanding the preceding sentence, DCI shall have the right to terminate this Agreement, and any and all Work Orders, immediately at any time in the event that Consultant materially breaches any of the terms or conditions of this Agreement.

3. Independent Contractor. Consultant shall act as an independent contractor in performing the Services. Nothing contained herein shall be deemed to otherwise make Consultant the agent, employee, joint venturer or partner of DCI or to be deemed to provide Consultant with the power or authority to act for or on behalf of DCI. Consultant's employees, representatives, agents or subcontractors will not for any purpose be considered DCI's employees or agents. DCI will not be responsible for the payment of, or withholding of, federal and state income taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workers compensation insurance, and any other personnel costs and benefits in connection with the Services performed under this Agreement.

4. Fee. Fees to be paid to Consultant by Client will be set forth in Work Orders (the "Fee"). Consultant understands and agrees that Consultant is not authorized to pay, directly or indirectly any part of the Fee, expense reimbursement or any other fee for Services to a government official, or his or her staff, designees or family members.

Expenses. DCI will reimburse reasonable business expenses incurred by Consultant ("Expenses"). Consultant must seek prior approval from DCI for all individual Expenses in excess of \$300. Consultant must provide DCI a written listing of all necessary out-of-pocket Expenses incurred by Consultant together with originals or copies of supporting receipts or other documentation.

Invoice Procedure. Consultant shall provide DCI written invoices for the Fee and Expense reimbursements by the 5th day of each month for the Services performed by Consultant and Expenses incurred in the prior month. Such invoices shall contain written descriptions of the Services. DCI shall pay invoices within thirty (30) days of receipt. Fees will not be paid nor Expenses reimbursed to Consultant unless: (1) Consultant signs and returns this Agreement and any subsequent Work

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Orders; (2) Consultant timely submits the invoice properly documented; and (3) Consultant has provided DCI a true, correct and complete IRS Form W-9, W-8 or other applicable IRS form.

Consultant may mail or email the invoice to the following address:

DCI Group AZ, L.L.C.
Attn: Wendy McKillop Slagle
2000 K Street, NW, Suite 900
Washington, DC 20006
Email: wslagle@dcigroup.com

Direction and Control

5. **Direction and Control.** Consultant shall keep DCI informed as to the identity of any individual retained by Consultant as employees, agents or independent contractors (collectively referred to as "personnel") who will perform Services on Consultant's behalf. Consultant at all times shall be responsible for actual direction and control of such personnel. If any personnel performs Services in an unsatisfactory manner, as determined by DCI in its sole and unfettered discretion, Consultant shall remove such personnel from any and all Services. In the event an agent or independent contractor performs Services on Consultant's behalf, Consultant shall execute a written agreement specifying that the Service is a work made for hire under U.S. copyright law.

Representations, Warranties and Covenants

6. **Representations, Warranties and Covenants.** Consultant represents and warrants to, and covenants and agrees with, DCI that Consultant: (i) has the legal, right, power and authority to enter into this Agreement and perform the Services and other obligations hereunder; (ii) will not infringe any third-party rights, including but not limited to copyright, trademark, patent, and/or the right of publicity or privacy; (iii) has no obligations to or relationships with, and during the term of this Agreement will not create obligations to or relationships with, other parties, that would (a) create a conflict with performing the Services, or (b) prevent or limit Consultant's ability to perform the Services; and (iv) shall not use nor disclose to DCI or induce DCI to use any proprietary or confidential information belonging to any of Consultant's former clients or employers or any other third party.

Compliance with Applicable Law

7. **Compliance with Applicable Law.**

- Consultant and its officers, directors, employees and agents shall render the Services in accordance with all applicable federal, state, local and international laws, rules and regulations.
- Consultant shall procure from the proper authorities all permits and licenses and file all reports which may be required in Consultant's performance of the Services, and shall pay all excise, license, occupation, and other taxes which may become payable to any authority by reason of the Services.
- Consultant is not authorized to make or offer to make on behalf of DCI or any of its affiliates any political contribution or gift that benefits to any U.S. federal, state or local public official or any international government official, without DCI's prior written consent. Any payment of meals, entertainment, travel or lodging of government officials, their designees and staff must be pre-approved by DCI.

Confidentiality

8. **Disclosure Prohibited.** Except in connection with the performance of Services under this Agreement, Consultant shall neither use nor disclose confidential information ("Confidential Information"). For purposes of this Agreement, Confidential Information includes, but is not limited to information, whether in written form, electronic or oral, involving DCI's operations, financial data, research and other development efforts, strategies, methods, technical or other data, compilations, source code or other software, techniques, processes, procedures, information regarding DCI's clients (including, but not limited to the identity of the client, contacts, contracts, work orders and other information identifying the public affairs needs of DCI's clients) or other aspects of DCI's public affairs business that are not generally known by the public.

If Consultant is compelled by law to disclose Confidential Information, Consultant shall provide DCI with timely notice of such compelled disclosure before disclosing the Confidential Information and reasonable assistance to DCI should DCI choose to contest the disclosure.

Immediately upon termination of this Agreement, Consultant shall deliver to DCI AZ (without retaining any copies thereof) any and all documents, recordings, files, work products, statements or other written or electronic information or data obtained from DCI or any of its clients. Alternatively, Consultant may seek approval from DCI to destroy any such materials, provided such materials do not relate in any way to a legal action or subpoena involving DCI or any of its clients, or other legal requirement to maintain certain records, and further provided that Consultant provides appropriate, written certification describing in adequate detail the inventory of the materials destroyed and the means used if requested by DCI. Consultant's obligations under Section 8 herein are in no way obviated or otherwise limited by the return and/or destruction of such materials.

Anti-Corruption

9. **Anti-Corruption.** Consultant represents and warrants that Consultant and Consultant's principals, partners, directors, employees, consultants, contractors or other representatives are familiar with the anti-corruption provisions of the Foreign Corrupt Practices Act ("FCPA") and applicable local law, and agrees that it and they shall abide by and not violate those provisions in connection with its activities under this Agreement, and shall take no actions that could subject DCI to liability under those provisions of law. It is understood and agreed that no part of the Fee, other compensation or Expense reimbursement paid under the Agreement will be paid directly or indirectly to a government official or employee. Consultant represents and warrants that Consultant has not offered, made, transferred, or promised, and agrees that it shall not offer, make, transfer, or promise, in connection with the transactions contemplated by this Agreement, or in connection with any other business transactions involving DCI, any payment or transfer of anything of value, or seek any improper advantage, directly or indirectly, that could constitute public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or any other unlawful or improper means of obtaining or retaining business, including to influence a foreign government official. Consultant agrees to disclose to DCI any payment of, or offer to pay, political contributions, fees or commissions by Consultant to any government official, political party or political candidate. Consultant agrees to include accurate, complete and timely accounting in its books and records of all payments or expenses incurred by Consultant or its representatives in connection with the transactions contemplated by this Agreement, or in connection with any other business transactions involving DCI. Such accurate accounting shall include receipts and similar evidence reasonably necessary to validate all such payments or expenses. Consultant shall indemnify and hold harmless DCI against any financial liability imposed on DCI under the FCPA or any other law as a result of any direct or indirect payment or transaction by Consultant that could constitute public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or any other unlawful or improper means of obtaining or retaining business. Either Party to this Agreement may disclose the terms of this

Agreement to relevant government entities, outside counsel or auditors for the purpose of complying with applicable laws and regulations, which may include reporting any anti-corruption violations to U.S. or local government officials. DCI reserves the right to withhold payment under this Agreement or terminate the Agreement if it receives credible information causing it to believe in good faith that Consultant has taken any action that could subject DCI to liability under the FCPA. Consultant acknowledges that the provisions of this section shall also equally apply to the Consultant's principals, directors, employees, consultants, contractors or other representatives.

9.1 Definitions:

9.1 "FCPA" means the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998, and as may be further amended and supplemented from time to time.

9.1.2 "Restricted Person" means:

any officer or employee of a foreign government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality, or public international organization; or any foreign political party or official thereof or any candidate for a foreign political office.

9.2 In connection with the services provided through this Agreement, the parties have not and will not, directly or indirectly, either (a) offer, pay, promise to pay or authorize the payment of any money or gift, or (b) offer, promise to give, or authorize the giving of anything of value to, or seek any improper advantage from, either:

9.2.1 any Restricted Person; or

9.2.2 any other person, knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any Restricted Person for the purpose of:

9.2.2.1 influencing any act or decision of the Restricted Person in his or her official capacity;

9.2.2.2 inducing the Restricted Person to do or omit to do any act in violation of the lawful duty of the Restricted Person;

9.2.2.3 securing any improper advantage;

9.2.2.4 inducing the Restricted Person to use his or her influence with any government, or instrumentality thereof, to affect or influence any act or decision of that government or instrumentality; or

9.2.2.5 obtaining or retaining business for or with, or directing business to, any person.

9.3 Restricted Persons will not share directly or indirectly in the proceeds obtained through this Agreement.

9.4 Payments will not be made under this Agreement in cash or bearer instrument.

9.5 Payments will not be made under this Agreement to any persons other than the parties.

9.6 Payments will not be made to the parties under this Agreement other than payment that is reasonably commensurate with the services performed in accordance with the terms of this Agreement.

9.7 Payments made under this Agreement will not be used for any activity or purpose that would violate the FCPA, or that might expose either Party to liability under the FCPA.

9.8 All payments will be accurately recorded in the books and records of each Party.

9.9 If either Party violates the FCPA, then the other Party may unilaterally and immediately terminate this Agreement with written notice to the violating Party.

Indemnification

10. Indemnification. Consultant agrees to indemnify, defend and hold harmless DCI, and each of its affiliates, and each of their respective successors, assigns, officers, directors, members, employees and agents (each, an "Indemnified Person") from and against any and all costs, expenses (including, without limitation, any related attorneys' fees and costs, losses, liabilities, judgments or settlements), penalties and damages (collectively "Losses") that any Indemnified Person may incur directly or indirectly as a result of any claim, suit, investigation, proceeding (whether administrative or judicial) or other cause of action (each, a "Claim") in any way arising out of or related to (i) Consultant's provision of Services under this Agreement; (ii) the inaccuracy of any representation, warranty, covenant or agreement of Consultant set forth in this Agreement or other breach of this Agreement by Consultant; and/or (iii) the negligence or misconduct of Consultant.

If a Claim is made or otherwise brought against any Indemnified Person, the Indemnified Person shall be entitled to select its own counsel to defend it against the Claim(s). In that event, Consultant shall be required to pay all legal fees and other expenses incurred by the Indemnified Person in relation to the Claim(s), including any related appeals, as they are incurred. If Consultant should fail to pay on demand any amounts payable to or on behalf of an Indemnified Person under this Section 10, then Consultant authorizes DCI to deduct such amounts from any fees that may be owed to Consultant for any Services provided under this Agreement.

Non-Compete, and Non-Solicitation

11. Covenant Not to Solicit or Provide Competitive Public Affairs Services to Customers. Consultant agrees that during the period Consultant is providing Services to DCI and for a period of one (1) year immediately following the termination thereof (the "Restricted Period"), Consultant shall not, directly or indirectly, solicit the provision of, or otherwise provide, public affairs services that are competitive with those provided by DCI to any Client. "Client" as used in this Section 12, shall mean any company, coalition, non-profit, person, or other DCI client for whom/which Consultant performs Services under this Agreement at any time during the twelve (12) months immediately prior to the termination of the Services.

12. Covenant Not to Hire or Solicit Employees. Consultant agrees that during the Restricted Period, Consultant shall not, directly or indirectly solicit for employment or employ any DCI Employee. "DCI Employee," as used in this Agreement, shall mean any employee who is employed with DCI at any time during the last six (6) months immediately prior to the termination of the Services.

13. Breach of Restrictive Covenants. Consultant acknowledges that pursuant to this Agreement, DCI shall provide Consultant with access to Confidential Information, and that the use of such Confidential Information by Consultant on behalf of an entity or person other than DCI would cause irreparable harm to DCI. Consultant also acknowledges DCI has invested considerable time and resources in developing its relationships with its Clients and in training DCI Employees, the loss of which similarly would cause irreparable harm to DCI.

Without limitation, Consultant agrees that if Consultant should breach or threaten to breach any of the terms and provisions in Sections 8, 11 and 12 of this Agreement, DCI is entitled to seek an immediate entry of an injunction restraining any actual or threatened breaches or violations of said provisions or terms by Consultant.

If, for any reason, any of the terms or provisions in Sections 11-13 of this Agreement should be held invalid or otherwise unenforceable, it is agreed the court shall construe the pertinent section(s) or provision(s) so as to allow its enforcement to the maximum extent permitted by applicable law. Consultant further agrees that any breach of this Agreement shall not prevent, or otherwise be a defense against, the enforcement of any term or provision or other Consultant obligation herein. Consultant shall be responsible for all legal expenses and other costs actually incurred by DCI in enforcing any of the restrictive covenants or other Consultant obligations in this Agreement.

General Provisions

14. Ownership. Consultant recognizes and acknowledges that all ideas, discoveries, designs, inventions, works of authorship, or any intellectual property or other information developed in whole or in part by Consultant in connection with the Services and/or Work Orders (collectively referred to as "deliverables") shall be the exclusive property of DCI.

15. Copyrighted and Proprietary Work Product. To the extent deliverables delivered to DCI include materials entitled to protection under U.S. copyright law, Consultant acknowledges and agrees that: (a) Consultant is an independent contractor and not a partner, employee, joint author, or joint venturer of DCI; (b) DCI specially ordered and commissioned the deliverables as a contribution to a collective work, as part of a motion picture or other audiovisual work, as a supplementary work, as a compilation, or other such category of work as may be eligible for treatment as a "work made for hire" under U.S. copyright law; (c) the deliverables will be deemed a "work made for hire" to the greatest extent permitted by law; and (d) DCI will be the sole author of the deliverables and any work embodying the deliverables pursuant to the U.S. Copyright Act (and/or any other relevant laws) and the sole owner of the original works embodying the deliverables and/or any works derived therefrom.

To the extent that deliverables entitled to protection under U.S. copyright law are not properly characterized as a "work made for hire," then Consultant hereby irrevocably grants, transfers, and assigns to DCI all rights, title, and interest in and to the deliverables, including but not limited to any copyrights therein, including any renewals and extensions, the right to sue and recover for past, present, and future infringement, and the right to register the copyrights in DCI's name.

To the extent deliverables may also be protected under patent, trademark, trade secret, or other intellectual-property laws, Consultant also hereby grants, transfers, and assigns to DCI all right, title, and interest in and to the patent, trademark, trade secret, or other intellectual property right in the deliverables (including any and all goodwill associated therewith and any corresponding application(s) or registration(s) therefor), including but not limited to all ideas, discoveries, designs, inventions, and all improvements, modifications, and derivative works thereof, whether or not patentable, trademarkable or copyrightable, to DCI. Consultant agrees to execute whatever additional documents DCI deems necessary or desirable to give effect to the assignment or transfer.

16. Assignment. Consultant shall not assign, sublicense, delegate, or otherwise transfer its rights and obligations under this Agreement, in whole or in part, to any other party or parties without the prior written consent of DCI. Such prior written consent shall not relieve Consultant of any liability for the performance of this Agreement or any Work Order issued hereunder. DCI may withhold its consent to any such assignment or delegation in its sole and unfettered discretion.

17. Applicable Law. This Agreement or any Work Order(s) issued hereunder shall be governed construed in accordance with and pursuant to the laws of the District of Columbia without giving any force or effect to the provisions of any choice of law or conflict of law rules thereof. The Parties knowingly and voluntarily agree that any controversy or dispute arising out of or otherwise related

to this Agreement shall be tried exclusively, without jury, in the Superior Court of the District of Columbia or in the United States District Court for the District of Columbia, as appropriate.

18 ed

19. Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20. Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party thereafter to enforce the same, nor shall any waiver of any breach of any provision by the other Party be taken or held to be a waiver by such Party of any succeeding breach of such provision, or as a waiver of the provision itself.

21. Notices. Any notices to be given hereunder by a Party to the other may be effected either by personal delivery in writing, guaranteed overnight delivery, registered or certified mail, with return receipt requested, or by electronic mail. Notices shall be deemed communicated as of the date of actual receipt.

22. Entire Agreement. This Agreement and any Work Order(s) issued hereunder supersede all prior oral or written proposals, communications or other agreements related to the subject matter of this Agreement. This Agreement constitutes the entire understanding between Consultant and DCI with regard to the subject matter of this Agreement and no amendment or change shall be binding upon the Parties unless in writing and signed by both Parties.

23. Survivability. Sections 8 through 22 of this Agreement shall survive the conclusion or termination of this Agreement.

Each Party is signing this Agreement as of the Effective Date.

DCI Group AZ, L.L.C.

By: [Signature]
Justin Peterson, Managing Member
2000 K Street, NW, 9th Floor
Washington, DC 20006

Madison Strategies

By: [Signature]
Gary Marx
Address: 7217 Weatherstone Rd.
Flower Branch, GA 30542