

# **Exhibit 108**

SERVICES  
AGREEMENT

THE SERVICES AGREEMENT (this "Agreement") is made and entered into as of August 1, 2016, by and between Digi Outdoor Media Inc ("CLIENT") and NSE Consulting, LLC (JACK EVANS)

RECITALS:

- A. CLIENT is in need of information and advice, regarding business matters (the "Services", as defined below).
- B. Evans is qualified with experience in furnishing the Services.
- C. Evans and CLIENT agree that it is in its best interest for CLIENT to contract with an entity to provide the Services.

Now, THEREFORE, for and in consideration of the recitals above and the natural covenants and conditions contained herein, CLIENT and Evans agree as follows:

I. EVANS' OBLIGATIONS

- a. Services. While this Agreement is in effect, Evans shall provide the "Services". The Services shall include, but not be limited to, information and advice regarding the Washington D.C. business community, with a particular focus on the real estate sector, including new leasing opportunities, landlord introductions, counselling regarding leasing matters and, where requested, liaising with landlords.
- b. Time Commitment. In consideration for the Retainer Fee (as defined below), Evans shall provide the Services at the CLIENT's reasonable request for five (5) hours per month for the Term of this Agreement (the "Time Commitment"). Should the CLIENT not utilize the Time Commitment in any given month, such commitment shall expire and no refunds or offsets will be provided.
- c. Personnel. The Services to be rendered hereunder shall be performed by Evans with the assistance from individuals as may be employed by or under contract with Evans.
- d. Applicable Standards. Evans agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body.

- e. Representations and Warranties. Evans represents and warrants to CLIENT, upon execution of this Agreement and while this Agreement is in effect, that Evans is not bound by any agreement which would preclude Evans from entering into, or from fully performing the Services required under, this Agreement.

## 2. EVANS' COMPENSATION

- a. Fee. For the Services rendered pursuant to this Agreement, CLIENT shall pay Evans, as its sole compensation hereunder, an annual retainer fee of \$25,000 per year (the "Retainer Fee"), payable semi-annually in the amount of \$12,500. Payments will be due on August 1, 2016 and February 1, 2017.
- b. Where CLIENT reasonably requests that Evans provide Services in excess of the Time Commitment, Evans will, upon notification to CLIENT and at Evan's discretion, provide Services above the Time Commitment at a rate of two-hundred and fifty dollars (\$250.00) per hour. Evan shall invoice the CLIENT monthly for any such additional hours incurred.
- c. Expense Reimbursement. In addition to the Retainer FEE referenced above, CLIENT shall also reimburse Evans for expenses that have been pre-authorized such as travel, car rental, hotel, meals with clients and marketing materials which are reasonable and necessary.

## 3. TERM AND TERMINATION.

- a. Term. The term of this Agreement ("Term") shall be one (1) calendar year commencing on August 1, 2016.
- b. Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- c. Effect of Termination. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; or (c) arising as a result of any breach of this Agreement.

- 4. EVANS' STATUS. Evans shall act at all times under this Agreement as an independent contractor.

5. CONFIDENTIALITY.

a. Information. Evans recognizes and acknowledges that by virtue of entering into this Agreement and providing services to CLIENT hereunder, Evans may have access to certain information of CLIENT that is confidential and constitutes valuable, special and unique property of CLIENT. Except as may be required by any applicable governmental authority or in connection legal proceeding, Evans agrees that neither Evans nor any staff member will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without CLIENT's express prior written consent, except pursuant to Evans' and staff members' duties hereunder, any confidential or proprietary information of CLIENT.

b. Terms of this Agreement. Except for disclosure to Evans' legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with CLIENT or any of its affiliates), Evans shall not disclose the terms of this Agreement to any person who is not a party of signatory to this Agreement, unless disclosure thereof is required by law, is in connection with a legal proceeding or otherwise authorized by this Agreement or consented to by CLIENT. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide CLIENT with the option of pursuing remedies for, breach or immediate termination of this Agreement in accordance with the terms of this Agreement.

6. ENTIRE AGREEMENT; MODIFICATION. This Agreement, including any exhibits or addenda attached hereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

7. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the District of Columbia. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

8. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

9. NOTICES. All notices hereunder shall be in writing, and shall be deemed to have been duly given when delivered personally or three (3) business days after being deposited in the United States mail, postage prepaid, or one (1) business day after being deposited with the overnight courier, addressed as follows:

If to: 812 6th St., NE  
Washington, DC 20002  
\_\_\_\_\_  
\_\_\_\_\_

If to Evans: NSE CONSULTING, LLC  
3141 P Street, NW  
Washington, DC 20007  
Attention: Jack Evans

or to such other persons or places as either party may from time to time designate by notice pursuant to this Paragraph.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

NSE CONSULTING, LLC

BY

\_\_\_\_\_  
JACK EVANS

BY

  
Principal + Founder.