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NSD/CES/REGISTRATION
UNIT

FLEISHMAN-HILLARD, INC.

CONTRACT

THIS CONTRACT is entered into on June 1, 2009, between FLEISHMAN-HILLARD INC., a Delaware corporation ("FH") and 30 Point Strategies LLC ("Vendor").

FH and Vendor agree as follows:

1. Retention.

(a) Services. FH retains Vendor from June 1, 2009 through August 31, 2009 to provide third-party outreach counsel and execution on behalf of the Embassy of Turkey ("Client").

(b) Payment. In consideration for services and/or goods rendered, FH shall pay Vendor \$15,000 per month for fees and out-of-pocket expenses and/or goods purchased, whichever may be applicable, payable within 30 days of receipt of Vendor's invoice or when FH receives reimbursement of Vendor's invoice from FH's client, whichever is later.

(c) Billing. Vendor shall bill FH monthly for any applicable services. Out-of-pocket expenses and/or goods purchased shall be included within the monthly fee.

(d) Disputes. FH shall advise Vendor of any dispute regarding an invoice within 30 days of receipt.

(e) Ownership of Materials. All materials produced at FH's expense by Vendor shall be the property of the Vendor until Vendor receives FH's payment in full for the cost of all materials and other out-of-pockets, plus all fees due. Upon payment, all rights, title, and ownership shall pass to FH and/or Client.

2. Termination. In addition to Vendor's rights under paragraph 1(e) hereof, either party may terminate this Contract at any time with or without cause by giving thirty (30) days' prior written notice to the other party. During the 30-day notice period, Vendor and FH shall continue to be bound by the terms of this Contract, Vendor shall continue to provide FH with the services and/or goods specified in this Contract, and Vendor shall be paid in full for all services it performs during such 30-day period. FH shall also reimburse Vendor for all amounts that Vendor must pay to third parties pursuant to non-cancelable agreements that Vendor has entered into in its performance of this Contract.

3. Confidentiality. FH may designate as confidential any information that it provides to Vendor under this Contract. Vendor shall not disclose such information

without FH's permission. Vendor may, however, disclose such information to its employees, counsel, and other professional advisors if it believes that disclosure is required in connection with Vendor's provision of services hereunder. Vendor may also disclose confidential information to the extent required by applicable law or judicial or administrative order with prior notification thereof to FH. Vendor shall not disclose the fact that it is working with FH, to any third party, without the written consent of FH.

4. Care of Client's Property. Vendor will take all reasonable precautions to safeguard any of FH's property that is in the custody of Vendor or its affiliates and Vendor shall be liable to FH for any damage to FH's property in Vendor's custody. Vendor shall also be liable to FH for any damage, loss, or destruction suffered by FH's property that is in the custody or control of any third party retained by Vendor.

5. Performance and Approvals. During the term of this Contract, representatives of Vendor and FH shall meet as frequently as either party deems necessary to review Vendor's and FH's performance of their obligations hereunder. In addition to such performance reviews, FH shall regularly review with Vendor all comments, criticisms, and suggestions that FH may have about Vendor's performance. FH shall also have the sole responsibility for authorizing and approving the dissemination of all information, public relations, and promotional materials released by or through Vendor on FH's behalf. FH, with Vendor's recommendation, shall select all other providers of services required in connection with the planning and implementation of the services provided under this Contract.

6. Accuracy of Information. FH shall be solely responsible for the accuracy, completeness, and legal compliance of all information about FH that FH either provides to Vendor or approves in connection with Vendor's performance of its obligations under this Contract.

7. Indemnification.

(a) Indemnification by Vendor and Insurance. Vendor shall indemnify FH and its officers, directors, employees, and agents against any and all claims, liabilities, damages or costs and against any demands, settlements, or judgments (collectively, the "Claims") arising directly or indirectly from or in connection with any claim of libel, slander, defamation, copyright infringement, misappropriation of ideas, or invasion of rights of privacy arising from any materials prepared by Vendor on FH's behalf (a "Materials Claim"). However, indemnification provided by this paragraph 7(a) shall not be applicable to any Claim arising from any such materials that were prepared or approved by FH or any of its employees, agent, or independent contractors. Vendor shall also be liable to FH for any losses, liabilities, or damages incurred by FH as a result of any action or failure to act on the part of Vendor.

(b) Notice. Upon either party's obtaining notice of any actual or possible Claim for which it may be entitled to indemnification, it shall give prompt written notice

made during Vendor's normal business hours on 3 business days' prior written notice to Vendor.

10. Relationship of the Parties. Vendor's performance of services under this Agreement shall be undertaken in the capacity of an independent contractor. This Agreement shall not be deemed to create a joint venture, partnership or principal-agent, employer-employee or similar relationship between FH and Vendor. Vendor shall be solely responsible for obtaining and paying for all insurance coverage (health and worker's compensation) and local, state, or federal employment related taxes required by law. Vendor shall comply with all applicable local, state, or federal laws and regulations.

11. Third Parties' Performance. Vendor shall supervise the performance of any third parties retained by it or FH in connection with the performance of Vendor's obligations under this Contract and Vendor shall be liable to FH for any losses, liabilities, or damages incurred by FH as a result of any action or failure to act on the part of such third parties.

12. Survival. Sections 1, 3, 5, 7, 8, 9, 11, 12, and 13 shall survive the termination of this Contract.

13. Miscellaneous.

(a) Notices. All notices required under this Contract shall be given in writing by personal delivery, telecopy (with confirmation receipt), or certified mail (return receipt requested), addressed to FH at 200 N. Broadway, St Louis, MO 63102, Attention: Fred Rohlfing; and to Vendor at the address set forth below. Notice by personal delivery or telecopy shall be effective when received and notice by certified mail shall be effective when deposited in the United States mails, postage prepaid.

(b) Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Amendment. This Contract may be amended only in writing executed by each of the parties hereto.

(d) Entire Agreement. This Contract constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersede any and all prior agreements with respect to such subject matter between Vendor and FH.

(e) Governing Laws. This Contract shall be governed by and construed under the laws of the State of Missouri.

(f) Assignment. This Contract may not be assigned by either party without the prior written consent of the other party.

14. Agent for Service. Vendor hereby irrevocably designates _____

as its agent for the service of judicial notice or process in any litigation involving FH and Vendor under this Contract. FH hereby irrevocably designates Fred Rohlifing, CFO, 200 N. Broadway, St. Louis, MO 63102, as its agent for judicial service of process.

FLEISHMAN-HILLARD INC.

By

Date

By

(Address)

Vendor's Tax ID Number _____

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