

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Counterespionage 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 Qorvis Communications LLC | 2. Registration No. 5438 |
| 3. Name of Foreign Principal Equitorial Guinea | |

NSD/CES/REGISTRATION UNIT
2010 NOV 22 PM 2:02

Check Appropriate Boxes:

- 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.

The representation of Teodoro Obiang/Equitorial Guinea was through Cassidy & Associates. The contract then terminated through Cassidy as of May/June 2010. The contract was restated in August 2010.

- 7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Public relations.

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

public relations

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

NSD/CES/REGISTRATION UNIT
2010 NOV 22 PM 2:02

| Date of Exhibit B | Name and Title | Signature |
|-------------------|---------------------|--|
| 11/22/2010 | Matt Lauer, Partner |  |

Footnote: 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.



Communications for Wall Street, Main Street and K Street™

August 15, 2009

Elizabeth Tregaskis Gordon
Cassidy and Associates
700 Thirteenth Street, NW, Suite 400
Washington, DC 20005

MSD/CES/REGISTRATION UNIT
2010 NOV 22 PM 2: 03

Dear Ms. Tregaskis Gordon:

We are delighted to provide public relations services to Cassidy and Associates ("Client"). In this letter we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to Qorvis Communications, LLC, and "you" and "yours" refer to Client. For ease of reference, we have numbered the remaining paragraphs.

1. As part of our agreement, we will provide services on behalf of Client and described in the Scope of Work, attached herein as Exhibit A. These services will be performed in the United States in connection with the Client's primary contract with the Republic of Equatorial Guinea. We acknowledge that we will file under the Foreign Agents Registration Act as required by law for activities related to Republic of Equatorial Guinea.
2. This agreement begins August 15, 2009 and may be terminated thirty (30) days after either of us gives written notice of termination to the other party. You will remain liable for all fees and expenses accumulated through the date of termination. This agreement will extend for one year.
3. You agree you have secured commitment of Client to pay the amounts as set forth below and have authority of Client to enter into this letter agreement and the payment terms described below. We will bill you as follows:
 - a) On August 15, 2009, Client will submit a lump sum payment for the first three months of this agreement in the amount of forty five thousand dollars (\$45,000). Thereafter, Client will submit a monthly payment of fifteen thousand dollars (\$15,000) by the sixth day of each month. This monthly payment will be for future work performance. This monthly payment is contingent upon the Client receiving payment in advance by the Republic Equatorial Guinea subject to the following conditions: Should the Client not receive payment by the Republic Equatorial Guinea, Client must notify Qorvis within twenty-four hours to stop-work. Should the Client fail to notify Qorvis that the Republic Equatorial Guinea has not submitted payment in advance, the Client agrees to be held liable for any work Qorvis has completed.

- b) Any extraordinary out of pocket expenses such as expenses for advertising, production, printing and travel and based on estimates previously supplied to you and approved in advance will be billed monthly.
- c) Copies of our bills will be sent directly to Client, who may at its election pay us directly using any of the following means:

| Electronic payments: | Check payments: | Overnight check |
|-----------------------------|------------------------|---------------------------|
| payments: | | |
| M&T Bank | Qorvis Communications | Qorvis |
| Communications | | |
| One M&T Plaza, 2nd Floor | PO Box 62081 | Attn: Laura Wert |
| Buffalo, NY 14203 | Baltimore, MD 21264 | 1201 Connecticut Ave. F/C |
| Qorvis Communications | | Suite 600 |
| ABA# [REDACTED] | | Washington, DC 20036 |
| ACCT# [REDACTED] | | |

Time is of the essence for the payment obligations hereunder.

- 4. After we have issued material to the news media or to another third party, its use is no longer under our control. We cannot assure the use of news material by any news organization. Similarly, we cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by us.
- 5. You will not request, and nothing in this agreement shall be deemed to require that we undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article which, in our judgement, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to your interest or ours. Similarly, nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to the media or others.
- 6. It is agreed that Client will indemnify us against any loss or expenditure (including reasonable attorneys' fees and costs) that we may incur as the result of any claim, suit or proceeding made or brought against us to the extent caused by Client's (or anyone acting on behalf of or directing Client) negligent acts, errors or omissions, gross negligence, or willful misconduct or arising out of or related to any services, materials, or publicity prepared for by us and approved Client or anyone acting on behalf of Client. Provided, however, that in no case shall Client be obligated to indemnify us for losses or expenditures which, in the aggregate, exceed One Million Dollars (\$1,000,000.00). In addition, Client will indemnify us for all loss, cost or expenditure (including reasonable attorneys' fees and costs) incurred: (1) in enforcing the terms and conditions of this contract and/or (2) arising out of us being subpoenaed as a witness or to produce documents in any action to which it is a party. The obligation to indemnify us hereunder shall include, without limitation, paying Qorvis for any and all personnel time incurred in connection with any such claim, suit, proceeding or

subpoena based upon our standard hourly rates. The duties to indemnify us shall not terminate with the cancellation of this contract.

7. You agree that during the term in which we provide services to you and Client and for a period of twelve (12) months thereafter, you and Client will not solicit or induce any employee of Qorvis to leave his or her employment with Qorvis, or hire any such employee or request or advise any other client of Qorvis to withdraw, curtail or cancel its business with Qorvis except to the extent you or Client are required to do so under the laws of the United States.
8. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of the arbitration shall be Washington, DC.
10. Client agrees, with prior written approval for each instance, to allow the use of the Client's name for Qorvis's general marketing purposes, such as in a listing among clients in a new client press release or in such a listing on the Qorvis's website.

This letter agreement supersedes any other agreement, written or oral, pertaining to the attached proposal between Qorvis and Client. If you have any questions about this letter of agreement, please call. We are very enthusiastic about this new assignment and confident of our ability to do the job. We look forward to working with you.

By: Qorvis Communications, LLC

Bryan Zublick

Bryan Zublick
Chief Financial Officer

8/12/09

Date

By: CLIENT/Cassidy and Associates

Name:
Title:

Date

NSD/CES/REGISTRATION UNIT
2010 NOV 22 PM 2:03



May 5, 2010

Dear Mr. Obiang:

We are delighted to provide public relations services to you, Teodoro Nguema Obiang. In this letter we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to Qorvis Communications, LLC, and "you" and "yours" refer to Client. For ease of reference, we have numbered the remaining paragraphs.

- 1. As your public relations and advertising firm, we will provide integrated communications services for Client in the United States in connection with the Client's matter.

This agreement begins May 5, 2010 and ends May 5, 2011, with the option to renew on a month-by-month basis. This agreement may be terminated by Client at any time by giving thirty (30) days written notice of termination to Qorvis. You will remain liable for all fees and expenses accumulated through the date of termination.

- 2. You agree you have secured commitment of Client to pay the amounts as set forth below and have authority of Client to enter into this letter agreement and the payment terms described below. We will bill you as follows:

- a) Retainer payments of \$55,000 per month. We will bill by calendar month, with the first and last partial months prorated. These retainer payments shall be made regardless of whether or not you direct that the services set forth in the attached proposal be rendered in consideration of the resources dedicated to this project in reliance on your commitments herein.
- b) Any extraordinary out of pocket expenses such as expenses for advertising, production, printing and travel and based on estimates previously supplied to you and approved in advance will be billed monthly and detail and receipts will be provided for all expenses. Additionally, it is our policy to invoice Client an additional 7.0% of the program fees to reimburse us for the cost of local and long-distance telephone, facsimile, press release distribution, travel expenses, reproduction costs and other similar out-of-pocket expenses that Qorvis incurs on Client's behalf. Qorvis will, if requested by Client, provide for direct billing to Client of third party costs and expenses.
- c) Copies of our bills will be sent directly to Client, who may at its election pay us directly using any of the following means:

Electronic payments:
M&T Bank
One M&T Plaza, 2nd Floor
Buffalo, NY 14203
Qorvis Communications
ABA# [REDACTED]
ACCT# [REDACTED]
SWIFT Code [REDACTED]

Check payments:
Qorvis Communications
PO Box 62081
Baltimore, MD 21264

Overnight check payments:
Qorvis Communications
Attn: Laura Wert
1201 Connecticut Ave. F/C
Suite 600
Washington, DC 20036

TND

Time is of the essence for the payment obligations hereunder. Payment on all invoices is due thirty (30) days from the date of the invoice. We reserve the right to charge 1.5% interest on all late payments.

3. After we have issued material to the news media or to another third party, its use is no longer under our control. We cannot assure the use of news material by any news organization. Similarly, we cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by us. Qorvis will provide Client with copies of all content distributed by Qorvis and/or that appears in any media outlet, whether provided by Qorvis or any other person / entity.
4. You will not request, and nothing in this agreement shall be deemed to require that we undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article which, in our judgment, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to your interest or ours. Similarly, nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to the media or others.
5. It is agreed that Client will indemnify us against any loss or expenditure (including reasonable attorneys' fees and costs) that we may incur as the result of any claim, suit or proceeding made or brought against us to the extent caused by Client's (or anyone acting on behalf of or directing Client) negligent acts, errors or omissions, gross negligence, or willful misconduct or arising out of or related to any services, materials, or publicity prepared for by us and approved Client or anyone acting on behalf of Client. Provided, however, that in no case shall Client be obligated to indemnify us for losses or expenditures which, in the aggregate, exceed One Million Dollars (\$1,000,000.00). In addition, Client will indemnify us for all loss, cost or expenditure (including reasonable attorneys' fees and costs) incurred: (1) in enforcing the terms and conditions of this contract and/or (2) arising out of us being subpoenaed as a witness or to produce documents in any action to which it is a party. The obligation to indemnify us hereunder does not include paying Qorvis for any and all personnel time incurred in connection with any such claim, suit, proceeding or subpoena based upon our standard hourly rates. The duties to indemnify us shall not terminate with the cancellation of this contract. Client will not be liable for indirect, special, or consequential damages, including, but not limited to lost profits, lost business, and loss of use. We shall accept Client's choice of legal counsel and shall not be entitled to separate legal counsel except at our own expense. Client agrees to waive subrogation rights against us.
6. It is agreed that Qorvis will indemnify Client against any loss or expenditure (including reasonable attorneys' fees and costs) that Client may incur as the result of any claim, suit or proceeding made or brought against Client which arises directly out of the negligent acts, errors, omissions, gross negligence or willful misconduct of Qorvis, provided that in no case shall we be obligated to indemnify Client for losses or expenditures which, in the aggregate, exceed One Million Dollars (\$1,000,000.00). We will not be liable for indirect, special, or consequential damages, including, but not limited to lost profits, lost business, and loss of use. Client shall accept our choice of legal counsel and shall not be entitled to separate legal counsel except at its own expense.
7. The parties agree that during the term in which Qorvis provides services to Client and for a period of twelve (12) months thereafter, neither party will solicit or induce any employee of the other party to leave his or her employment, or hire any such employee.
8. The parties agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this agreement must be filed within one (1) year after such claim or cause of action arose or such claim shall be forever barred. The parties expressly disclaim all warranties of

W

any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9. Confidentiality. Qorvis and each of its employees and affiliates (collectively, "you") agree that, from the date hereof, (i) the Confidential Information; (ii) any other information that Client or any person acting on behalf of Client furnishes to you and/or your representatives; and (iii) any information that you may obtain as a result of your relationship with the Client or any other person with whom you, your affiliates or your representatives may come into contact in the course of your relationship with the Client (whether specifically identified as "confidential" or whether prepared by Client or any person or entity acting on behalf of Client or otherwise) which contain, reflect or are based upon any Confidential Information will be held confidential and will not be disclosed to any other person, directly or indirectly, or used by you, your affiliates or your representatives in any manner whatsoever except in connection with your work on behalf of Client. You agree that neither you, nor your affiliates, nor any representatives of you or your affiliates will, without the prior written consent of Client, directly or indirectly, disclose to any other person that you have received or produced any Confidential Information. Qorvis agrees that it would be impractical or extremely difficult to establish damages by reason of its breach of the confidentiality provisions of this agreement and Qorvis agrees that in the event of a breach of this confidentiality provision it would be reasonable to award Client "liquidated damages" equal to the amount of Ten Thousand Dollars (\$10,000) for each separate breach. Such liquidated damages shall be in addition to any other remedies including attorneys' fees and injunctive relief. In the event that Qorvis is lawfully served with a subpoena to provide information which would otherwise violate the confidentiality provisions of this agreement, Qorvis shall provide at least fifteen (15) days written notice of the subpoena to the Client or his designate to provide the Client with an opportunity to seek court intervention to prevent disclosure of the information sought in the subpoena. In the event that the subpoena is lawfully served upon Qorvis such that it is unable to provide the Client or his designate with fifteen (15) days written notice, Qorvis shall provide notice immediately upon receipt of a subpoena.
10. For purposes of this Agreement, the term (i) "Confidential Information" means all non-public information concerning the Client, the Client's business affairs, the Client's personal affairs, and the Client's political affairs including, without limitation, any and all reports, analyses, compilations, memoranda, notes and other writings prepared by you or your representatives which contain, reflect or are based upon any such information; (ii) "person" shall be broadly interpreted to include, without limitation, the media and any corporation, limited liability company, group, court, governmental unit, labor union, partnership, other entity or individual; (iii) "affiliate" shall mean with respect to any person, any person, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such person; (iv) "control" (including with correlative meaning the terms "controlled by" or "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another person, whether through the ownership of a voting equity interest, by contract or otherwise; and (v) "representatives" shall mean employees, counsel, agents and other representatives.
11. Neither this Agreement nor any provision hereof may be waived or amended except by an instrument in writing, signed by the party against whom enforcement of such waiver or amendment is sought.

WC

12. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without reference to its conflicts of law principles.

13. This Agreement may be executed in counterparts, and any signature transmitted via facsimile or other means of electronic delivery shall be deemed to be an original for all purposes. This Agreement sets forth the entire agreement and understanding of the parties hereto, and supersedes all prior agreements and understandings between the parties hereto with respect to the transactions contemplated hereby.

14. Any dispute between the parties to this Agreement shall be resolved by strictly confidential binding arbitration conducted before a retired United States District Court Judge in Los Angeles, California.

This letter agreement supersedes any other agreement, written or oral, pertaining to the attached proposal between Qorvis and Client. If you have any questions about this letter of agreement, please call. We are very enthusiastic about this new assignment and confident of our ability to do the job. We look forward to working with you.

Sincerely,

By: Qorvis Communications, LLC

[Signature]
Matt J. Leiner
Partner

[Signature]
Michael Petruzzello
Managing Partner

Date

By: CLIENT

X

Name: Teodoro Nguema Obiang, by and on behalf of Client

Title:

Studio

Date

NSD/CES/REGISTRATION UNIT
2010 NOV 22 PM 2:03



August 13, 2010

We are delighted to provide public relations services to the Republic of Equatorial Guinea. In this letter we describe the terms of our arrangement with you. "We," "us," and "our" refer to Qorvis Communications, LLC, and "you" and "yours" refer to Client. For ease of reference, we have numbered the remaining paragraphs.

- 1. As your public relations and advertising firm, we will provide integrated communications services for Client in the United States in connection with the Client's matter.

This amended agreement begins August 13, 2010 and ends August 13, 2011, with the option to renew on a month-by-month basis. This agreement may be terminated by Client at any time by giving thirty (30) days written notice of termination to Qorvis. You will remain liable for all fees and expenses accumulated through the date of termination.

- 2. You agree you have secured commitment of Client to pay the amounts as set forth below and have authority of Client to enter into this letter agreement and the payment terms described below. We will bill you as follows:

- a) Retainer payments of \$60,000 per month. We will bill by calendar month, with the first and last partial months prorated. These retainer payments shall be made regardless of whether or not you direct that the services set forth in the attached proposal be rendered in consideration of the resources dedicated to this project in reliance on your commitments herein.
- b) Any extraordinary out of pocket expenses such as expenses for advertising, production, printing and travel and based on estimates previously supplied to you and approved in advance will be billed monthly and detail and receipts will be provided for all expenses. Travel expenses—such as airline and hotel accommodations—will be covered by the Client. In addition, the Client will provide office space, requisite office supplies, internet, phone and fax access and other amenities to establish an effective office in Equatorial Guinea. Qorvis will, if requested by Client, provide for direct billing to Client of third party costs and expenses.
- c) Copies of our bills will be sent directly to Client, who may at its election pay us directly using any of the following means:

Electronic payments:
 M&T Bank
 One M&T Plaza, 2nd Floor
 Buffalo, NY 14203
 Qorvis Communications
 ABA# [REDACTED]
 ACCT# [REDACTED]
 SWIFT Code [REDACTED]

Check payments:
 Qorvis Communications
 PO Box 62081
 Baltimore, MD 21264

Overnight check payments:
 Qorvis Communications
 Attn: Laura Wert
 1201 Connecticut Ave. F/C
 Suite 600
 Washington, DC 20036

NSD/CES/REGISTRATION UNIT
 2010 NOV 22 PM 2:04

Time is of the essence for the payment obligations hereunder. Payment on all invoices is due thirty (30) days from the date of the invoice. We reserve the right to charge 1.5% interest on all late payments.

2

3. After we have issued material to the news media or to another third party, its use is no longer under our control. We cannot assure the use of news material by any news organization. Similarly, we cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by us. Qorvis will provide Client with copies of all content distributed by Qorvis and/or that appears in any media outlet, whether provided by Qorvis or any other person / entity.
4. You will not request, and nothing in this agreement shall be deemed to require that we undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article which, in our judgment, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to your interest or ours. Similarly, nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to the media or others.
5. It is agreed that Client will indemnify us against any loss or expenditure (including reasonable attorneys' fees and costs) that we may incur as the result of any claim, suit or proceeding made or brought against us to the extent caused by Client's (or anyone acting on behalf of or directing Client) negligent acts, errors or omissions, gross negligence, or willful misconduct or arising out of or related to any services, materials, or publicity prepared for by us and approved Client or anyone acting on behalf of Client. Provided, however, that in no case shall Client be obligated to indemnify us for losses or expenditures which, in the aggregate, exceed One Million Dollars (\$1,000,000.00). In addition, Client will indemnify us for all loss, cost or expenditure (including reasonable attorneys' fees and costs) incurred: (1) in enforcing the terms and conditions of this contract and/or (2) arising out of us being subpoenaed as a witness or to produce documents in any action to which it is a party. The obligation to indemnify us hereunder does not include paying Qorvis for any and all personnel time incurred in connection with any such claim, suit, proceeding or subpoena based upon our standard hourly rates. The duties to indemnify us shall not terminate with the cancellation of this contract. Client will not be liable for indirect, special, or consequential damages, including, but not limited to lost profits, lost business, and loss of use. We shall accept Client's choice of legal counsel and shall not be entitled to separate legal counsel except at our own expense. Client agrees to waive subrogation rights against us.
6. It is agreed that Qorvis will indemnify Client against any loss or expenditure (including reasonable attorneys' fees and costs) that Client may incur as the result of any claim, suit or proceeding made or brought against Client which arises directly out of the negligent acts, errors, omissions, gross negligence or willful misconduct of Qorvis, provided that in no case shall we be obligated to indemnify Client for losses or expenditures which, in the aggregate, exceed One Million Dollars (\$1,000,000.00). We will not be liable for indirect, special, or consequential damages, including, but not limited to lost profits, lost business, and loss of use. Client shall accept our choice of legal counsel and shall not be entitled to separate legal counsel except at its own expense.
7. The parties agree that during the term in which Qorvis provides services to Client and for a period of twelve (12) months thereafter, neither party will solicit or induce any employee of the other party to leave his or her employment, or hire any such employee.
8. The parties agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this agreement must be filed within one (1) year after such claim or cause of action arose or such claim shall be forever barred. The parties expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9. Confidentiality. Qorvis and each of its employees and affiliates (collectively, "you") agree that, from the date hereof, (i) the Confidential Information; (ii) any other information that Client or any person acting on behalf of Client furnishes to you and/or your representatives; and (iii) any information that you may obtain as a result of your relationship with the Client or any other person with whom you, your affiliates or your representatives may come into contact in the course of your relationship with the Client (whether specifically identified as "confidential" or whether prepared by Client or any person or entity acting on behalf of Client or otherwise) which contain, reflect or are based upon any Confidential Information will be held confidential and will not be disclosed to any other person, directly or indirectly, or used by you, your affiliates or your representatives in any manner whatsoever except in connection with your work on behalf of Client. You agree that neither you, nor your affiliates, nor any representatives of you or your affiliates will, without the prior written consent of Client, directly or indirectly, disclose to any other person that you have received or produced any Confidential Information. Qorvis agrees that it would be impractical or extremely difficult to establish damages by reason of its breach of the confidentiality provisions of this agreement and Qorvis agrees that in the event of a breach of this confidentiality provision it would be reasonable to award Client "liquidated damages" equal to the amount of Ten Thousand Dollars (\$10,000) for each separate breach. Such liquidated damages shall be in addition to any other remedies including attorneys' fees and injunctive relief. In the event that Qorvis is lawfully served with a subpoena to provide information which would otherwise violate the confidentiality provisions of this agreement, Qorvis shall provide at least fifteen (15) days written notice of the subpoena to the Client or his designate to provide the Client with an opportunity to seek court intervention to prevent disclosure of the information sought in the subpoena. In the event that the subpoena is lawfully served upon Qorvis such that it is unable to provide the Client or his designate with fifteen (15) days written notice, Qorvis shall provide notice immediately upon receipt of a subpoena.
10. For purposes of this Agreement, the term (i) "Confidential Information" means all non-public information concerning the Client, the Client's business affairs, the Client's personal affairs, and the Client's political affairs including, without limitation, any and all reports, analyses, compilations, memoranda, notes and other writings prepared by you or your representatives which contain, reflect or are based upon any such information; (ii) "person" shall be broadly interpreted to include, without limitation, the media and any corporation, limited liability company, group, court, governmental unit, labor union, partnership, other entity or individual; (iii) "affiliate" shall mean with respect to any person, any person, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such person; (iv) "control" (including with correlative meaning the terms "controlled by" or "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another person, whether through the ownership of a voting equity interest, by contract or otherwise; and (v) "representatives" shall mean employees, counsel, agents and other representatives.
11. Neither this Agreement nor any provision hereof may be waived or amended except by an instrument in writing, signed by the party against whom enforcement of such waiver or amendment is sought.
12. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without reference to its conflicts of law principles.
13. This Agreement may be executed in counterparts, and any signature transmitted via facsimile or other means of electronic delivery shall be deemed to be an original for all purposes. This Agreement sets forth the entire agreement and understanding of the parties hereto, and supersedes all prior agreements and understandings between the parties hereto with respect to the transactions contemplated hereby.
- 

14. Any dispute between the parties to this Agreement shall be resolved by strictly confidential binding arbitration conducted before a retired United States District Court Judge in Los Angeles, California.

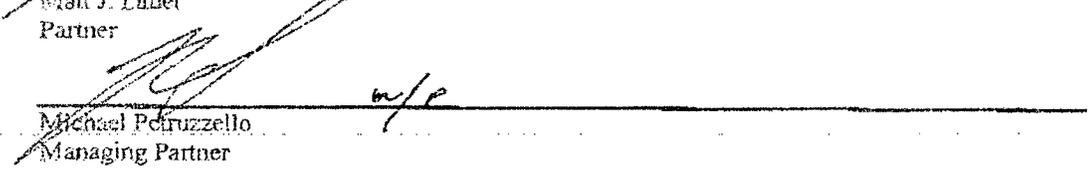
This letter agreement supersedes any other agreement, written or oral, pertaining to the attached proposal between Qorvis and Client. If you have any questions about this letter of agreement, please call. We are very enthusiastic about this new assignment and confident of our ability to do the job. We look forward to working with you.

Sincerely,

By: Qorvis Communications, LLC



Matt J. Luter
Partner

 w/e

Michael Petruzzello
Managing Partner

Date 8/13/2010

By: CLIENT



Name: _____ by and on behalf of Client
Title: _____

Date _____

Exhibit A

STATEMENT OF WORK

This Statement of Work ("SOW") is made and entered into and is effective as of the 15th Day of August 2009 ("effective date") by and between Qorvis Communications, LLC ("Qorvis") and Cassidy and Associates ("Cassidy").

WHEREAS, Qorvis entered into an Agreement ("Agreement") with Cassidy, wherein this SOW was agreed to be negotiated, attached to and known as Exhibit 'A' to that Agreement; and

WHEREAS the Work was agreed to be an essential and material to the Contract; and

WHEREAS, Qorvis and Cassidy desire to establish the terms of the services to be provided by Qorvis to Cassidy related to Cassidy's Primary Contract with The Republic of Equatorial Guinea;

NOW, THEREFORE in consideration of the mutual and reciprocal obligations herein contained, Qorvis and Cassidy agree as follows:

1. General

- 1.1 All terms of the Agreement are hereby incorporated by reference and fully enforceable.
- 1.2 The purpose of the SOW is to detail with specificity the nature of the services that Cassidy will provide to Qorvis and are in no way intended to supersede, contradict, or invalidate any of the terms of the Agreement.

2. Services

- 2.1 Qorvis will provide Cassidy with the following services: Ongoing media engagement and message development, including, but not limited, to:
 - Program management and coverage analytics
 - Draft documents, statements, and media releases as needed
 - Proactive media relations engagement strategy
 - Message development and refinement
 - Translation services as needed
 - Daily media tracking and reporting
 - Manage and update website content
 - Provide a fortnightly status report on activities undertaken
 - Letters and speeches as needed
 - Online content generation and management
 - YouTube
 - Facebook
 - Twitter

- o Wiki
- o Blogs

3. Payment Schedule

- 4.1 Qorvis has agreed to provide the Work for a fixed rate of \$15,000 per month for a period of twelve months (12 months) beginning August 15, 2009 as set forth in the Agreement.
- 4.2 This rate does not include travel expenses or other administrative costs incurred by Qorvis.

4. Performance

- 5.1 All the Work shall be performed at Qorvis' place of business located at 1201 Connecticut Avenue NW, Suite 600, Washington, D.C. 20036.

IN WITNESS WHEREOF, Qorvis and Cassidy have executed this Agreement on the dates listed below to be effective as of the first date written above.

QORVIS

By: _____
Title: _____
Date: _____

CASSIDY and ASSOCIATES

By: _____
Title: _____
Date: _____

MSD/CES/REGISTRATION UNIT
2010 NOV 22 PM 2:04