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CRM/ISS/REGISTRATION UNIT

August 22, 2008

National Security Council of Georgia
Ingoroyva Str, 7, Tbilisi, Georgia

Dear Alexander Lomaia:

This letter will serve as the formal Agreement under which The Glover Park Group LLC (GPG) will represent the National Security Council of Georgia (NSCG) as a communications consultant. The terms and conditions of the Agreement are stated below and supersede any prior terms and conditions.

1. GPG shall devote such time and effort in performance of its duties as may reasonably be requested by NSCG. GPG shall be available to meet with NSCG or its representatives on a regular basis.
2. In complete consideration for the services to be rendered under this Agreement, NSCG shall pay GPG a \$100,000 non-refundable monthly fee, due upon receipt of invoice, for strategic communications and public relations work beginning on August 25, 2008, and ending on October 25, 2008, provided that the parties may renew this Agreement for an additional time period as may be further agreed in writing. GPG shall be responsible for invoicing NSCG.
3. GPG shall treat information relating to the activities of NSCG in these matters as private and confidential and shall not disclose such information to any other party unless asked to do so by NSCG. This covenant shall survive the termination of this Agreement.
4. It is understood and agreed that the operations of GPG are those of an independent contractor, and that GPG has the authority to control and direct the performance of the details of the services to be rendered and performed, and it is further agreed that GPG, its officers and employees, are not employees of NSCG, and that GPG is not, except as herein provided, subject to control by NSCG.
5. During the term of this Agreement and for a period of one year after its termination, NSCG will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any GPG employee or contractor, unless NSCG has received the prior written approval of GPG.
6. Notwithstanding the terms of this Agreement, either party may terminate this Agreement upon 30 days written notice to the other, with no further obligation other than to pay GPG such fees and expenses which would have accrued up to and through the 30-day notice period.

If the foregoing accurately reflects the understanding reached by GPG and NSCG, please sign this letter in the space indicated below and return an executed copy to Sara Spiro at GPG for our records.

Sincerely,

~~Carl A. Smith~~ Carolyn S. McVie
~~President~~ Chief Financial Officer

Agreed to and Accepted this 22 day of August, 2008

By:

NAME Alexander Lomaia
National Security Council of Georgia