



CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made as of the 28th of August, 2015, between Adalid Business Consulting DMCC ("Adalid") with offices at Unit 305, Indigo Tower, Cluster D, Emirates Hill First, Jumeriah Lake Towers, Dubai, United Arab Emirates and The Glover Park Group, LLC ("GPG"), a government affairs and communications company with offices located at 1025 F Street NW, 9th Floor, Washington, DC 20004.

RECITALS

- A. GPG has experience in government affairs and advisory services;
- B. Adalid desires to engage the advisory services of GPG, and GPG desires to provide advisory services to Adalid upon the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Advisory Duties. GPG will act as an advisor to Adalid on government relations and communications matters. GPG will assist Adalid on the activities set forth in Exhibit A on a reasonable best effort basis.
2. Term. GPG's duties under this Agreement shall commence on September 1, 2015 and continue until February 29, 2016; *provided* that the parties may renew this Agreement for an additional time period as may be further agreed.
3. Independent Contractor Status. It is understood that GPG is an independent contractor and is not an employee or partner of Adalid, and shall not hold itself out to the public as an employee or partner of Adalid. Adalid will not provide, nor will it be responsible to pay for, any benefits for GPG.
4. Employees of Independent Contractor. GPG may, in its sole discretion, hire as many employees, contractors or other persons as it requires in order to fulfill its obligations under Section 1 of this Agreement. Adalid will be advised of the employment or hiring by GPG of such persons. Such persons shall not be deemed employees of Adalid unless specified otherwise. If such persons are employees of GPG, then GPG shall be solely responsible for all necessary insurance and payroll deductions for such persons, including, but not limited to, federal, state, and local income taxes, Social Security taxes, unemployment compensation taxes, and workers' compensation coverage, and any other fees, charges or licenses required by law. If such persons are contractors of GPG, then the independent contracting relationship shall be established between such contractor and GPG exclusively, and GPG shall be responsible for directing the duties of such contractor.
5. Business of Independent Contractor. GPG may engage in any other business that it desires and is not required to devote all of its energies exclusively for the benefit of Adalid.
6. No Solicitation. During the term of this Agreement and for a period of one year after its termination, Adalid will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or

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Washington, DC 20004

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attempt to employ or take away any GPG employee or contractor, unless Adalid has received the prior written approval of GPG, provided however that this shall not apply to responses by any GPG employee or contractor to any advertising or other marketing by Adalid which is not directly targeted to GPG employees or contractors.

7. Discrimination. No person on the ground of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of GPG. GPG shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants, notices of nondiscrimination.
8. Compensation.
 - a) Monthly Fees. To secure GPG's involvement in providing the services described above, Adalid shall pay GPG a \$65,000 per month non-refundable fee.
 - b) Additional Fees. Adalid shall also pay GPG, upon receipt of invoices from GPG (i) for the costs of all approved production and research projects, such amounts based on the budgets set forth for such projects, (ii) for the costs of all approved website development, start-up and ongoing maintenance fees, such amounts based on the budgets set forth for such projects, and (iii) for the development, production, and placement of paid advertisements, the standard GPG commission on media buys, which commission is 15% of the gross media spend.
 - c) Expenses. Adalid shall pay GPG a client resource fee equal to 1.5% of the Monthly Fee to reimburse GPG for the following: (1) expenses for subscription-based or fee-based resources of news, business information and business or market data, and (2) expenses such as long distance telephone and fax charges, photocopying and postage. Adalid shall reimburse GPG for other reasonable out-of-pocket expenses, such as: travel, meals, accommodations, conference calls, international wire fees, courier and shipping at cost as incurred, and any sales and use taxes related to those out-of-pocket expenses.
9. Invoices; Payments Thereof. GPG will submit invoices in advance of each quarter to Adalid for fees to be incurred under the terms of this Agreement to Shri Arora at shri.arora@adalid.ae. Upon receipt of the quarterly invoice (Q1: Sept. – Nov. 2015; Q2: Dec. 2015 – Feb. 2016), payment will be made to GPG. Payments for services are due no later than on the first day of each quarter of service; provided that Adalid has received the corresponding invoice from GPG. Invoices for expenses incurred will be submitted on a monthly basis and payment is due upon receipt of any such invoices.
10. Disclosure and Confidentiality. All non-public information marked as such and given to GPG by Adalid will be considered confidential information and shall be maintained as such by GPG until the same becomes known to third parties or the public without release thereof by GPG, or unless GPG is otherwise ordered by a court of law or governmental authority to release such information, *provided*, that in such instance, GPG shall notify Adalid as promptly as possible of such obligation to release confidential information. GPG shall take all necessary steps to safeguard the confidentiality of such material or information. GPG will give Adalid notice as set forth herein before making such disclosure of non-public information. Further, GPG agrees to inform Adalid immediately upon receiving reason to believe that persons or entities are seeking to obtain any confidential information from GPG.
11. Legal Filings. It is understood that GPG may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of Adalid and thereafter will be required to file the reports required by FARA, detailing its lobbying activities

on Adalid's behalf. It is further understood that GPG will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of Adalid, with the United States Congress and Federal Executive Branch departments and agencies.

12. Governing Law. This Agreement shall be subject to and governed by the laws of the District of Columbia, without regard to the conflict of law provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in district or federal courts located in the District of Columbia.
13. Termination of Agreement. This Agreement shall terminate on February 29, 2016, subject to the right of either party to terminate this Agreement without cause for any reason with 30 days prior written notice, and such termination shall not be deemed a breach by the other party. In the case of a material breach by the other party, this Agreement may be terminated immediately. In the event of a termination of this Agreement (whether or not for cause), Adalid shall remain liable for all fees, disbursements and other related charges incurred by GPG and its contractors up to the date of termination, as well as all amounts that GPG is obligated to pay to third parties pursuant to non-cancelable agreements GPG has entered into in performance of this Agreement.
14. Survival. Sections 6, 10, 11, 12, 14, 16, 18, 19, 21, and 22 shall survive the termination of this Agreement.
15. Waiver. The waiver by either party of any covenant, obligation or breach of this Agreement shall not operate as, or be construed as, a waiver of any other such covenant, obligation or breach hereof.
16. Modification. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.
17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between Adalid and GPG regarding the matters related hereto.
18. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
19. Indemnification. (a) Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries and affiliates, and the officers, employees and agents of such affiliates, from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any third party claim arising from any actual violation or breach of the terms of this Agreement; and (b) Adalid agrees that it will indemnify and hold harmless GPG from any Claims brought by third parties arising out of or in connection with GPG's performance of this Agreement; *provided* that Adalid shall not be obligated to indemnify GPG if such Claim results from negligence on the part of GPG. In the case of any negligent action on the part of GPG, GPG agrees that it will indemnify and hold harmless Adalid from any and all Claims arising out of or in connection with such negligence. The obligations in this Section 19 are in addition to any liability which an indemnifying party may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the indemnified party.
20. Headings. The headings are inserted for convenience only and shall not be considered when interpreting any of the provisions or terms hereof.

21. Notices. Whenever notices are required to be given under this Agreement, such notices shall be sufficiently given or made if in writing and sent by certified mail, return receipt requested, addressed as follows:

In the case of GPG:

The Glover Park Group, LLC
Attn: Chip Smith
1025 F Street NW
9th Floor
Washington, DC 20004

In the case of Adalid:

Adalid Business Consulting DMCC
Attn: Shri Arora
Unit 305, Indigo Tower, Cluster D,
Emirates Hill First, Jumeriah Lake Towers
Dubai, United Arab Emirates

Either party may change the address above by giving notice to the other party pursuant to this Section 21.

22. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Signatures via facsimile or other electronic means are deemed to have the same force and effect as an original signature.

[Signatures follow on the next page]

In witness whereof, each of the parties hereto has caused its duly authorized representative to sign and accept this Agreement.

THE GLOVER PARK GROUP, LLC

By: Carl A. Smith, Jr.
Carl A. Smith, Jr.
Chief Executive Officer

Sep 3, 2015

(DATE)

ADALID BUSINESS CONSULTING DMCC

By: Shri Arora
SHRI ARORA
CHIEF FINANCIAL OFFICER

9/1/2015
(DATE)

EXHIBIT A

1. Act as an advisor and provide reputational and political support on communications and government affairs matters for the province of Anbar, Iraq; and
2. On other matters agreed to by both parties and directed by Adalid.