

5943



TS NAVIGATIONS LLC

2010 JUN 24 PM 2: 44
CRM/ISS/REGISTRATION UNIT

This **EMPLOYMENT AGREEMENT CONTRACT EXTENSION** is made as of 15 June 2010 between Qubad Talabani and the Kurdistan Regional Government (“Client”) and Tom Squitieri and TS Navigations LLC (“Contractor”).

SECTION ONE

Contractor will perform a variety of research, writing and editing, analysis and public relations/public diplomacy consulting and professional services. The list of duties may be amended upon mutual agreement of the parties.

SECTION TWO

Client will pay contractor the sum of eight thousand dollars (\$8,000.00) per month for the work to be performed under this contract, according to the following schedule, beginning the month of June 2010, and continuing for 12 consecutive months. Upon that date the contract shall run on a month-to-month basis under the same criteria.

Client shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by Contractor, and Client shall pay the amount of such invoices to Contractor. The Contractor will be paid from a non-federal account and cannot be paid from monies secured from the federal government.

All normal and reasonable expenses incurred by the Contractor, such as but not limited to local and international telephone charges, travel, telecopy, and duplicating, will be passed on to the Client for approval and reimbursement. The Client will determine the manner and needs, such as receipts, required for such reimbursement. Expenses that exceed \$200 will require written pre-approval by the Client. These expenses will be paid separately from the monthly professional services retainer payment.

SECTION THREE

The parties intend that an independent contractor-employer relationship will be created by this contract. Client is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of Client for any purpose, and the employees of Contractor are not entitled to any of the benefits that Client may provide for Client’s employees. It is understood that Client does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed

for others while under contract with Client. Neither parties perceives any conflict of interest between our working arrangement and representation of other entities, and are not aware of our representation of any other that is adverse to the Client or the KRG in an unrelated matter.

SECTION FOUR

The work to be performed under this contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. Contractor agrees to indemnify the Client for any and all liability or loss arising in any way out of the performance of this contract.

SECTION FIVE

Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming.

Contractor hereby acknowledges that during the performance of this contract, the Contractor may learn or receive confidential Client information and therefore Contractor hereby confirms that all such information relating to the Client's business will be kept confidential by the Contractor, except to the extent that such information is required to be divulged to the Contractor's clerical or support staff or associates in order to enable Contractor to perform Contractor's contract obligation. Contractor further acknowledges that confidential information must be kept confidential even after contract between Client and Contractor is properly terminated or expires.

SECTION SIX

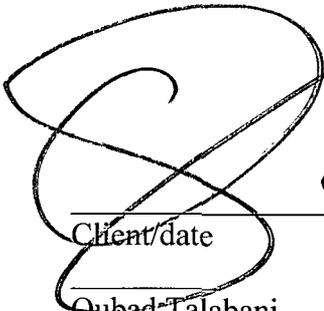
Either party may cancel this contract on 30 days' written notice; otherwise, the contract shall remain in extension and in force for a term of one year from June 15, 2010, unless amended by mutual agreement. Upon that date the contract shall run on a month-to-month basis under the same criteria.

Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

The final arbitration decision shall be enforceable through the courts of the District of Columbia. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this section 7 were not a part hereof.

This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein and supersedes any previous agreements. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Contractor by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.



Client/date
5/20/2010

Qubad Talabani
Kurdistan Regional Government

Contractor/date
Tom Squitieri
TS Navigations LLC

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