

#6031

CLIENT CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is entered into as of October 1, 2010 (the "Effective Date"), by and between National Strategies, LLC (the "Consultant"), a Delaware limited liability company with its principal place of business at 1400 Eye Street, NW, Suite 900, Washington, DC 20005 and the Committee Supporting Democracy and Justice in Pakistan (the "Client"), an informal coalition with its principal place of business c/o Mr. Seth Oldmixon, 777 6th Street, NW - Suite 200, Washington, DC 20001.

WHEREAS, k-global is the Public Affairs division of Consultant;

In consideration of the mutual promises and covenants set forth below (the mutuality, adequacy and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

ARTICLE I - AGREEMENT AND DUTIES

1. Consulting. During the term of this Agreement, on the terms and conditions hereafter set forth, Company retains Consultant to provide certain services described herein and Consultant agrees to provide such services (the "Services").
2. Scope of Duties, Services.
 - a) The general scope of the Consultant's obligations hereunder shall be to advise and assist the Committee (the "Client") in planning and executing a 15-month program to foster fact-based, accurate discussion of U.S.-Pakistani relations among American opinion leaders.
 - b) Specific services, to be provided through k-global, are detailed in the Statement of Work, which is attached to this Agreement as Exhibit I and by this reference is made a part hereof.
 - c) During the term of this Agreement, the Consultant will not, directly or indirectly, represent any other parties in competition with the Client. Consultant's services shall be rendered in accordance with professional standards.

ARTICLE II - COMPENSATION AND PAYMENT TERMS

1. Retainer.
 - a) In consideration for the Services to be provided hereunder, the Client shall pay Consultant Thirty Five Thousand Dollars (\$35,000) per month, which shall be payable each month in advance. Client agrees to pay Consultant for the first month's Services when this Agreement is executed and delivered by both parties. Thereafter, Consultant shall invoice Client on a monthly basis.
 - b) A standard overhead charge covering expenses, such as telephone, faxing, local travel, and duplicating, in the amount of five percent (5%) of the monthly retainer fee will be added to the regular invoice each month.
 - c) Additional projects, such as events and other support surrounding the visit of President Zardari, will be planned and billed in addition to the retainer. Such projects are identified in Exhibit I.
2. Expense Reimbursement. Client shall reimburse Consultant for non-local travel and other expenses which are incurred, provided that Client has approved such expenses prior to their incurrence. Also, if Consultant needs to engage outside vendors to assist with providing the Services, as agreed to by Client, Client shall pay 50% of the outside vendor costs at the beginning of their engagement.
3. Payment Terms. All monthly retainers, project fees, overhead charges and other amounts due to Consultant are due within 30 days from the date of the invoice. Amounts due and not received within 30 days from the date of the invoice shall bear a late payment penalty fee of 1.5% per month. Failure to remain current with payments may result in work stoppages.
4. Invoices. Invoices will be sent by U.S. Mail to the address indicated in the Client signature block to this Agreement. Client must notify Consultant in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of the invoice. Absent such notice, Client shall be deemed to have agreed to the charges as invoiced after the expiration of such time period.

5. Remittance of Payment. Payments made by Client to Consultant under this Agreement shall be sent by wire transfer or other electronic payment facility using the following information:

Beneficiary: National Strategies, LLC
Bank Name: Bank of America
Address: McLean, Virginia

ABA #: [REDACTED]
ABA #: [REDACTED]
SWIFT: [REDACTED]
Account number: [REDACTED]

Tel: 703.761.8374
Fax: 703.761.9203

With additional electronic mail notice of wire and details of payment and referral fees to:

NSI Finance Team
nsipayments@nationalstrategies.com

ARTICLE III - TERM AND TERMINATION

1. Term and Termination. The term of this Agreement shall be for a period of fifteen (15) months (through December 31, 2011), beginning on the Effective Date (the "Term"), unless sooner terminated as follows:
 - (a) By either party for any or no reason at any time, provided that the terminating party gives no less than 30 days' written notice to the other party of its intention to terminate the Agreement;
 - (b) Immediately upon written notice by Consultant in the event that Client materially breaches the Agreement by failing to pay the amounts due hereunder within 10 days of receiving notice from Consultant of its failure to pay.
2. Effect of Termination and Survival of Payment Obligations. In the event this Agreement is terminated, Consultant shall continue to receive, through the effective date of termination: (i) retainer payments required pursuant to Article II, paragraph 1; and (ii) reimbursement of expenses pursuant to Article II, paragraph 2 with respect to the expenses incurred prior to the effective date of termination.

ARTICLE IV - CONFIDENTIAL INFORMATION

Each party acknowledges that it will have access to confidential business information of special and unique value including, but not limited to, trade secrets of the other party including financial projections and budgets, historical and projected sales, client and prospective client information, capital spending budgets, and plans, the names and backgrounds of key personnel and consultants, personnel training techniques and materials and other information (collectively, the "Confidential Information"). The parties agree that neither party will, during or after the term of this Agreement, copy, disclose, distribute or make use of any Confidential Information of the other party for its own benefit or for the benefit of a business or entity other than the other party to this Agreement without the prior written consent of such other party and shall strictly and at all times maintain the confidentiality of the Confidential Information. At the request of the disclosing party, the receiving party shall return to the disclosing party all memoranda, notes, copies, drawings, abstracts, records or other documents, and all copies thereof, concerning any Confidential Information. The provisions of the confidential treatment of the Confidential Information shall not apply to any such information which (a) is or becomes publicly known through no wrongful act of the receiving party, (b) is rightly received by the receiving party from a third party, (c) is approved for such use or disclosure by the disclosing party in writing, or (d) is required to be disclosed pursuant to applicable law, order or subpoena, provided that before any disclosure is made pursuant to such law, order or subpoena, the receiving party shall give the disclosing party prompt notice of such requirement unless such notice is prohibited by applicable law, order or subpoena.

ARTICLE V - MISCELLANEOUS

1. Status. The Consultant shall be deemed an independent contractor for purposes of this Agreement and in connection therewith. Neither party shall have the authority to bind the other nor shall represent to third parties that it does have such authority. No partnership, employment or agency relationship is intended to be formed by this Agreement. Nothing

contained herein shall be considered as creating an employer-employee relationship between the Consultant and Client, or between any employee, subcontractor, Local Consultant or agent of Consultant and Client.

2. Compliance with Law. Both parties shall comply with all federal, state, local, and foreign laws, regulation, rules, ordinances and orders of any kind that are applicable to performance hereunder.
3. Conflicts. Neither party shall intentionally take any action against the best interest of the other party or of any subsidiary or affiliate of the other party.
4. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.
5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. Force Majeure. If the performance of this Agreement or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident; strikes or labor disputes, inability to procure parts, supplies or power; war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected shall, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such causes of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.
7. Notices. Except as required by Article II, paragraph 5, above, for remittance of payment, all notices, requests, demands and other communications from one party to the other party as required or permitted hereunder shall be in writing and sent by: (a) personal delivery; (b) electronic mail, return receipt requested; (c) facsimile transmission, electronically confirmed; (d) certified mail, effective on the third day after mailing; or (e) national overnight carrier, effective on the next business day after mailing, to the physical address, mailing address, electronic mail address, or facsimile number set forth below or to such other address or number as may be specified in writing:

In the case of Client:

Mr. Seth Oldmixon
Committee Supporting Democracy and Justice in Pakistan
777 6th Street, NW - Ste. 200
Washington, DC 20001
Tel.: 202-629-4359
Fax: _____
e-mail: Seth@americansforpakistan.com

In the case of Consultant:

Paul Johnson, CEO
k-global
1919 M Street, N.W.
Suite 610
Washington, DC 20036
Tel.: 202-349-7007
Fax: 202-783-1041
e-mail: pjohnson@kglobal.com

8. Survivability. The provisions of Article III - Term and Termination, paragraph 2; Article IV - Confidential Information; Article V - Miscellaneous, paragraph 11 hereof shall survive the expiration or termination of this Agreement, except as expressly stated therein.
9. Disputes. Any and all claims, disputes, or controversies arising out of or relating to this Agreement, before or after its termination, shall be brought and resolved only in a state or federal court of competent jurisdiction located in the state of Delaware and the parties hereby consent to the personal jurisdiction of that court.
10. No Waiver. A party's failure to exercise any right under this agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement.

11. **Miscellaneous.** This Agreement shall be governed by, and construed in accordance, with the laws of the State of Delaware, without regard to conflict of laws that would otherwise require the application of the law of a different jurisdiction. This Agreement constitutes the entire agreement between Consultant and Client with respect to the subject matter herein and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Neither this Agreement nor any amendment to this Agreement shall be valid unless in writing signed and duly authorized by an executive officer of Client and by Consultant.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date identified above.

CLIENT:

**COMMITTEE SUPPORTING DEMOCRACY
AND JUSTICE IN PAKISTAN**

By: 
Seth Oldmixon
Title:

CONSULTANT:

NATIONAL STRATEGIES, LLC

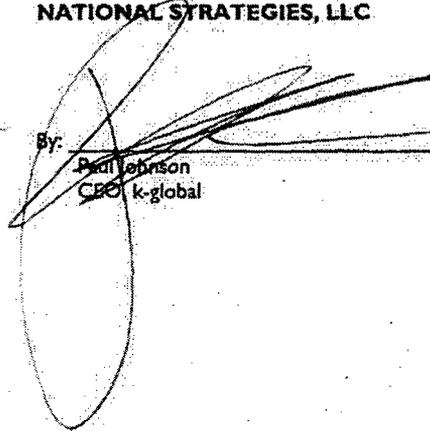
By: 
Paul Johnson
CEO k-global

Exhibit I

STATEMENT OF WORK

2010 - Fourth Quarter

1. Identifying and recruiting U.S. opinion leaders who are willing to lend their names to op-eds and other written documents in support of a more realistic and fact-based approach to U.S.-Pakistani relations.
2. Researching, developing and placing such op-eds and other written pieces in national and regional opinion-leader media.

2011 - Retainer Activities

1. Develop a detailed tactical plan for the first few months of 2011, to be submitted in mid-January. This plan may include programs such as those below or additional ones.
2. Continue identifying and recruiting U.S. opinion leaders who are willing to lend their names to op-eds and other written documents in support of a more realistic and fact-based approach to U.S.-Pakistani relations.
3. Continue researching, developing and placing such op-eds and other written pieces in national and regional opinion-leader media. Begin identifying and acting on other opportunities to increase visibility of Embassy viewpoints in U.S.-based coverage of Pakistani news.
4. Carrying out an initial appraisal of the Embassy's web site, and developing a plan to increase the Embassy's ability to provide informed commentary to opinion leaders and others through that channel.
5. Developing an information infrastructure that relies on k-global personnel to identify potential themes that are consistent with the overall objectives, and to develop factual support for those themes.
6. Conducting a preliminary analysis of U.S. media knowledge of and attitudes toward Pakistan that will be used to guide Consultant's messaging and outreach activities on an ongoing basis.
7. Assist in positioning Ambassador Haqqani and other official or unofficial spokespersons you might designate for ongoing commentary on breaking news events to national and regional U.S. news outlets.
8. Meet with Client and an embassy representative every two weeks to review activities under way and progress toward objectives.

2011 - Additional Projects to be Planned, Budgeted and Billed Separately

9. Supporting the April visit of President Zardari through a variety of means. The specifics to be determined in close consultation with the Client and Embassy.
10. As the situation presents itself, developing and conducting two events in regionally important cities that will enable us to proactively interact with local opinion leaders and the news media.
11. Traveling to Islamabad to better familiarize k-global with the issues facing Pakistan, and to build relationships that will enable k-global to carry out the other aspects of this project.