

AGREEMENT

This agreement for public relations services (the "Agreement") is made and entered into this 3rd day of September 2013, by and between the Foreign Ministry of the Turkish Republic of Northern Cyprus (the "Ministry"), and Southfive Strategies, LLC, a corporation formed under the laws of the District of Columbia, with an office in Washington, DC (the "Company").

The Ministry and the Company hereby agree to the:

1. Term. This Agreement shall last twelve (12) months, having commenced on September 1, 2013 and terminating on August 31, 2014. It may be renewed for additional and successive periods upon the explicit written agreement of both parties. This Agreement may, during its term, be terminated with or without cause at any time by either party after thirty (30) days written notice to the other party.

2. Services. The Company shall provide services as required for the Ministry. The Company and the Ministry shall jointly determine the full nature and extent of those services. The Company shall not act without the express consent of the Ministry.

3. Fees. The Ministry agrees to pay the Company a retainer fee in the sum of \$80,000 for the services described herein. This retainer fee shall be payable in the following installments:

- An installment of \$6,667 due and payable on October 1, 2013.
- An installment of \$6,667 due and payable on November 1, 2013.
- An installment of \$6,667 due and payable on December 1, 2013.
- An installment of \$6,667 due and payable on January 1, 2014.
- An installment of \$6,667 due and payable on February 1, 2014.
- An installment of \$6,667 due and payable on March 1, 2014.
- An installment of \$6,667 due and payable on April 1, 2014.
- An installment of \$6,667 due and payable on May 1, 2014.
- An installment of \$6,667 due and payable on June 1, 2014.
- An installment of \$6,667 due and payable on July 1, 2014.
- An installment of \$6,667 due and payable on August 1, 2014.
- An installment of \$6,663 due and payable on August 31, 2014.

All retainer fee installments shall be paid by wire transfer of immediately available funds to an account in the United States designated by the Company in writing. Any wire service fees will be paid by the Ministry.

All ordinary expenses will be included in the retainer. However, all extraordinary expenses over \$100, such as travel to and from the Turkish Republic of Northern Cyprus, will be reimbursed if the Ministry provides its expressed consent to such extraordinary expense and travel.

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4. Refund for Early Termination: In the event that this Agreement is terminated prior to the end of its term, any retainer fees paid to the Company by the Ministry that exceed the pro-rata share of fees apportioned on a daily basis, up to and including the date thirty (30) days after notice of termination has been provide as described herein, shall be refunded by the Company to the Ministry.

5. Report. The Company will provide the Ministry with a written monthly status report concerning the services provided in the previous month and to be provided in the following month, as described herein.

6. Privileged Information. Subject to the requirements of US law (including Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act), the Company, understanding the sensitive nature of the services to be provided under this Agreement, will make every effort to protect and keep secret all privileged communications and other confidential information developed by the Company or provided to the Company by the Ministry during the course of the Company's provision of services described herein. The Company shall neither make nor keep more copies than necessary of materials relating to its services for the Ministry. The Company also agrees to keep files relating to its services for the Ministry in a secure manner.

7. Subcontractors. The Company may employ at its discretion subcontractors to assist in providing the services described herein.

8. Legal Compliance. The Company and any subcontractor of the Company shall separately and individually comply with all applicable US laws and regulations. In particular, it shall comply with Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act.

9. Conflicts. The Ministry understands that the Company provides services to other entities that are engaged in international business, trade, and similar activities. Notwithstanding anything to the contrary within this Agreement, the Company, in the exercise of its sole discretion, may represent any commercial entity in doing business with the Ministry. However, the Company shall notify the Ministry of any potential conflicts of interest between its representation of the Ministry and any other party and any possible remedial measures that can be taken to remove the conflict[s]. Once notified, the Ministry shall in its sole discretion, determine whether a material conflict exists and whether remedial measures proposed are sufficient.

10. Representations and Warranties.

a. The Ministry hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Ministry and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the

Ministry, will constitute a legal, valid and binding agreement of the Ministry enforceable against the Ministry in accordance with its terms.

b. The Company hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Company and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Company, will constitute a legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms.

c. The Company hereby represents and warrants that it is an independent contractor and not an employee of the Ministry. As such, it has no authority to bind the Ministry in any manner whatsoever, absent the express written consent of the Ministry.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Turkish Republic of Northern Cyprus. Should any dispute arise regarding this Agreement, including but not limited to, the interpretation of its terms, it shall be settled in good faith negotiation by the parties. Should negotiations fail, the Turkish Cypriot Republic Courts in Lefkosa shall be the sole jurisdiction and venue for resolving disputes relating to this Agreement.

12. Indemnity. The Company shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Ministry harmless from and indemnify it for any claims that arise from such acts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above, in two (2) original copies in the English language.

FOR THE FOREIGN MINISTRY OF THE TURKISH REPUBLIC OF NORTHERN CYPRUS:

 Feb. 3, 2014

By: Ahmet Erdengiz
TRNC Representative to the United States

FOR SOUTHFIVE STRATEGIES, LLC:

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By: Jason Epstein
President