

**PROFESSIONAL SERVICE AGREEMENT BETWEEN AL ARABIYA  
MOVEMENT AND THE OFFICE OF SAM PATTEN, LLC**

This is a Professional Services Agreement (this "Agreement") dated as of January 6, 2014 between (Al Arabiya Movement) (AAM), on behalf of its campaign manager, Dr. Munqith Dagher, at (172 Arrar Street, Amman, Jordan), and Sam Patten ("Consultant"), of the Office of Sam Patten, LLC, at 1225 Constitution Avenue, NE, Washington, DC, 20002 (USA). The parties hereby agree that Consultant shall provide professional services to IIACSS in accordance with the terms and conditions set forth below.

**NOW, THEREFORE**, the parties agree as follows:

**1. Scope of Services**

Consultant shall provide campaign management services to AAM. These services shall include providing full-time campaign management support to AAM and its client, an Iraqi political entity contesting parliamentary elections, and shall involve day-to-day supervision of turn-key campaign operations further specified in Appendix A. Consultant shall be available to consult with AAM, its client and related parties concerning matters pertaining to the Services to be rendered by the Consultant. In addition, the Consultant will provide AAM with international reputation management and strategic outreach services as required/.

**2. Compensation**

IIACSS will pay Consultant \$20,000 per month over the period of the Agreement, payable upon receipt of invoices submitted to AAM by the Consultant in advance, month to month, of the services to be provided (the Consultant shall engage for the month of January on receipt of fees for that month, and upon satisfactory completion of one month's fees shall submit an invoice for the following month).

In addition, AAM will reimburse the Consultant for pre-agreed expenses, including travel to and from the point of service, accommodations, and other pre-agreed expenses. A 'win bonus' of not less than \$100,000 will be provided if expectations are exceeded. Payment of fees and reimbursement for any expenses is to be made by wire transfer to the Consultant's bank account:

(Redacted)

**3. Term, Termination, and Cancellation**

This Agreement shall remain in effect from January 6, 2014 through May 1<sup>st</sup>, 2014. Either party may terminate this Agreement by providing no less than thirty (30) days written notice. At the time of such notice of termination, Consultant shall complete all work in progress as if such notice of termination had not been given. The services should

continue during the thirty (30) day notice period unless Consultant and IIACSS agree to end the contract or any specific tasks sooner.

**4. Working Arrangements**

The Consultant is contracted by AAM to perform work based in Amman, Jordan that may include travel based on prior agreement between the parties. With the consent of AAM, the Consultant may appoint additional professionals to perform work under the scope of services (Appendix A). Other working conditions are also outlined in this appendix.

**5. Confidential Information**

During the term of this Agreement and for a period of one year thereafter, Consultant shall keep AAM information strictly confidential by using the same care and discretion that would be common in the industry.

**6. Intellectual Property**

All materials developed by Consultant for AAM will belong exclusively to AAM, and will be deemed to have been developed and created by Consultant for AAM as "work for hire". Consultant will execute any and all documents necessary to assign and transfer to AAM all intellectual property and other rights in materials and information created for AAM pursuant to this Agreement.

**8. Conflict of Interest and Commitment**

During the term of this Agreement Consultant agrees that he/she shall avoid any conflict of interest, including but not limited to any situations in which financial or other personal considerations directly or significantly affect, or have the appearance of directly or significantly affecting her professional duties in carrying out her responsibilities under this Agreement.

**9. Indemnification**

Consultant agrees to comply with all applicable federal, state and local laws in connection with the performance of Consultant's obligations under this Agreement. Consultant agrees to release AAM from any claims, other than breach of contract, arising under this contract. Each party agrees to defend, indemnify and hold harmless the other against any claim, costs, liability, expense, or loss sustained by reason arising from negligent performance of this Agreement.

**10. Notices**

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given and

delivered (including by receipt verified facsimile transmission) or mailed between Continental United States and the Kingdom of Jordan by first class mail, postage prepaid, to a party at the following address, or to such other address as such party may hereafter specify by notice:

If to AAM:

172 Arrar Street  
Amman, Jordan

If to Consultant:

Sam Patten  
Office of Sam Patten, LLC  
1225 Constitution Ave., NE  
Washington, DC, USA 200002

**11. Entire Agreement**

This Agreement and the documents incorporated by reference in this Agreement set forth the entire understanding between the parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both parties.

**12. No Waiver**

Neither the failure nor delay by either party to exercise any right, remedy, power or privilege under the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence. No waiver of any right, remedy, power or privilege under this Agreement will be effective unless in writing signed by the party to be charged thereby.

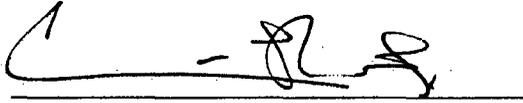
**13. Jurisdiction**

This Agreement is reached between the parties and shall be administered under the jurisdiction of the laws of the Kingdom of Jordan.

This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.

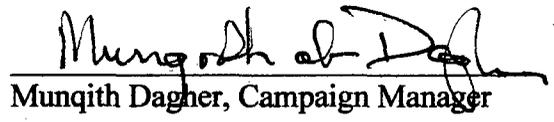
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

CONSULTANT

A handwritten signature in black ink, appearing to read 'S. Patten', written over a horizontal line.

Sam Patten, Principal

AAM

A handwritten signature in black ink, appearing to read 'Munqith Dagher', written over a horizontal line.

Munqith Dagher, Campaign Manager