

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant R&R Partners, Inc.	2. Registration No. 6229
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3. Name of Foreign Principal Pereira International PTE LTD	4. Principal Address of Foreign Principal 80 Raffles Place UOB Plaza 1, #35-29, Singapore 048624
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- | | |
|---|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |
- Individual-State nationality

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Political consulting and advising and media relations

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Foreign Principal is retained as a consultant by the executive branch of the Indonesian government. In turn, Foreign Principal has retained Registrant as a subcontractor to provide services through the Foreign Principal to the foreign government in the United States. Registrant's primary communications and direction come from Foreign Principal.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Derwin Pereira, CEO

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
June 17, 2015	Morgan Baumgartner	/s/ Morgan Baumgartner eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

R&R Partners, Inc.

2. Registration No.

6229

3. Name of Foreign Principal

Pereira International PTE LTD

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide consulting and lobbying services to Foreign Principal as relates to Foreign Principal's client, the Republic of Indonesia. Services will include:
 Arranging and attending meetings with key policymakers and members of the Congress and the executive branch including the Department of State;
 Attempt to secure opportunity to address joint session of Congress during Indonesian President Widodo's visit to the US;
 and
 Identify and work with influential individuals, media, public and private organizations and affiliates in the US to support efforts of President Widodo.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide consulting and lobbying services to Foreign Principal as relates to Foreign Principal's client, the Republic of Indonesia. Services will include:

Arrange and attend meetings with key policymakers and members of the Congress and the executive branch including the Department of State;

Attempt to secure opportunity to address joint session of Congress during President Widodo's visit to the US; and
Identify and work with influential individuals, media, public and private organizations and affiliates in the US to support efforts of President Widodo.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant will communicate the importance of the Republic of Indonesia to the United States focusing on the areas of security, commerce, and the economy. Registrant will arrange meetings with Members of Congress and their staff and the Department of State. Registrant will seek to secure an opportunity for President Widodo to address a joint session of Congress during a visit to the United States.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
June 17, 2015	Morgan Baumgartner, EVP, General Counsel	/s/ Morgan Baumgartner eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

SERVICES AGREEMENT

THIS AGREEMENT is made on the 8th of June 2015

BETWEEN

- I. **PEREIRA INTERNATIONAL PTE LTD**, a company, duly established and existing under and by virtue of the laws of the Republic of Singapore (UEN: 201002561R), at 80 Raffles Place UOB Plaza 1, #35-29, Singapore 048624 (the "Client");

AND

- II. **R&R PARTNERS, COLORADO, LLC**, a limited liability company, duly established and existing under and by virtue of the laws of the State of Nevada, United States of America at 7200 S. Alton Way, Suite C300, Centennial, CO 80112, United States of America (the "Consultant"),

(collectively, the "Parties" and each a "Party")

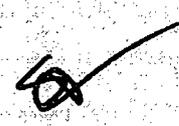
WHEREAS:

- A. The Consultant is in the business of providing consulting and professional lobbying services.
- B. The Client is desirous of engaging the Consultant's services on the terms and conditions of this Agreement, for the purposes of meeting the Client's business requirements and key objectives.

NOW IT IS HEREBY AGREED as follows:

CLAUSE 1: ENGAGEMENT

- 1.1. The Client hereby engages the Consultant to provide the services set out in Appendix 1 and such other services as may be mutually agreed in writing between the Parties (the "Services") for the Term (as defined below).
- 1.2. In the performance of the Services, the Consultant may determine the method, details and the means of performing the Services in consultation and co-operation with the Client. However, the Consultant may delegate or assign any parts of the work to subcontractors or affiliates only with the prior written approval of the Client.

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- 1.3. The Consultant agrees and acknowledges that time is of the essence and all time-frames stipulated by the Client for the performance of the Services including as listed in Appendix 1 are to be strictly complied with. The Consultant shall undertake best efforts to meet the said time-frames and shall immediately notify the Client in writing if there is any delay or anticipated delay in the performance of the Services. The Client acknowledges that the Consultant makes no guarantees or warranties concerning the success of its efforts.
- 1.4. The Consultant shall ensure and procure that all written requests and correspondence arising under this Agreement and/or in connection with the Services shall be dealt with in a timely and prompt manner. Where the Consultant is notified or contacted by the Client with respect to any urgent requests, the Consultant shall undertake best efforts to fulfil such requests within the time-frames specified by the Client.
- 1.5. The Consultant shall present the Client with regular progress reports (at least on a weekly basis) with respect to the Services and the provision of all deliverables under this Agreement.
- 1.6. All contents described in Appendix 1 may only be substituted with the prior written approval of the Client.
- 1.7. The Consultant agrees, represents, warrants and undertakes to the Client that:
 - 1.7.1. the Consultant shall at all times provide the Client with full co-operation and assistance, including, without limitation, providing the Client with such documents and information as the Client may require from time to time pursuant to the Services; and
 - 1.7.2. all the Consultant's business and activities comply and will comply with all relevant laws and where any filing, reporting or registration of or in respect of this Agreement with any regulatory authority is required, the Consultant shall inform the Client of its need to, file, report or register prior to doing so and provide the Client with the details.
- 1.8. The Client and Consultant mutually represent, warrant and undertake to each other that:
 - 1.8.1. each of them is duly authorised to provide and use any information or document provided or to be provided to the other in connection with this Agreement;
 - 1.8.2. the Client and the Consultant shall at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption (the "Relevant Laws"); and



1.8.3. the Client and the Consultant shall not engage in any activity, practice or conduct which would constitute an offence under any Relevant Laws.

1.9. The Consultant agrees and acknowledges that:

1.9.1. the Client has entered into this Agreement in reliance upon the expertise and experience of the Consultant with respect to the Services; and

1.9.2. although this engagement is on a non-exclusive basis, the Consultant shall disclose to the Client promptly in writing any actual or potential undertakings, business activities or interests of the Consultant and each of its Representatives which could give rise to a direct or indirect or potential conflict of interests with the interests of the Client and where there is any such conflict of interest, the Consultant's proposal in dealing with it.

1.10. The Consultant hereby irrevocably undertakes not to and shall procure that each of its Representatives (as defined below) shall not during the Term (as defined below) and for three (3) years after the expiry or termination of this Agreement, anywhere within Indonesia, directly or indirectly:

1.10.1. initiate or cause to be initiated any discussion, communication or negotiation with any party enjoying the benefit of the Services and any party (including any officer, employee, agent, or representative of such party) introduced to the Consultant by the Client concerning any matter in connection with any business which is identical with or similar to that of the Client, or the subject matter of this Agreement; or

1.10.2. in any other manner circumvent the Client or seek to circumvent any term of this Agreement.

CLAUSE 2: FEES AND PAYMENT

2.1. The Client shall pay the Consultant the fees for agreeing to provide the Services in the amounts and manner as set out in Part I of Appendix 2 (the "Consultancy Fees").

2.2. The Consultancy Fees shall cover all expenses which may be incurred by the Consultant in the United States for the performance of the Services. The Client shall therefore bear, pay for and/or reimburse the Consultant only for the expenses set out in Part II of Appendix 2 which are incurred or to be incurred by the Consultant in relation to or in connection with the performance of the Services, and in the amounts and manner as set out in Part II of Appendix 2 (the "Expenses").

- 2.3. All payments to the Consultant shall be made in United States Dollars by direct electronic transfer to the following bank account:

Wire Instructions:

Account: [REDACTED]
Wire Routing: [REDACTED]
R&R Partners Colorado LLC
Bank of America
Bank Code: [REDACTED]
Swift Code: [REDACTED]

or to such other bank account as the Consultant may notify the Client in writing from time to time.

- 2.4. If the Client fails to make any payment due to the Consultant under this Agreement by the date following 30 days after the due date for payment, the Client shall pay interest on the overdue amount at the rate of 1.5% per annum.

CLAUSE 3: CONFIDENTIALITY

- 3.1. All communications between the parties and all information and other material supplied to or received by a Party (the "Receiving Party") from the other Party (the "Disclosing Party") regardless of whether it is marked "confidential" or is by its nature intended to be exclusively for the knowledge of the Receiving Party alone, any information concerning the business transactions or the financial arrangements of the Disclosing Party or of any person with whom a Disclosing Party is in a confidential relationship with regard to the matter in question coming to the knowledge of the Receiving Party ("Confidential Information"), shall be kept confidential by the Receiving Party, Provided Always That the Receiving Party shall have no obligation to keep confidential any information:

- 3.1.1. the disclosure of which is authorised by the Disclosing Party;
- 3.1.2. which was in the possession of the Receiving Party prior to its receipt from the Disclosing Party;
- 3.1.3. after the same information becomes available in the public domain through no breach of this Clause 3 by the Receiving Party;
- 3.1.4. after the same information is acquired by the Receiving Party from an authorised source other than the Disclosing Party without notice or obligation of confidence; or
- 3.1.5. the disclosure of which is required by law.



- 3.2. The Consultant shall not use Confidential Information of the Client for any purpose other than the limited purposes of this Agreement. The Consultant shall hold the Confidential Information of the Client in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, approved subcontractors and affiliates (collectively the "Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and undertake in writing (in form and substance acceptable to the Client) to maintain the confidential nature of such information in accordance with the terms of this Agreement. The Consultant shall be responsible for the breach of the confidentiality undertakings by any of its Representatives. For the purposes of this Agreement, the Confidential Information of the Consultant shall not include any information derived from or containing any Confidential Information of the Client.
- 3.3. Except as required by applicable laws, the Consultant shall not make or authorize the making of any announcement concerning the subject matter of this Agreement without the prior written consent of the Client.
- 3.4. The obligations contained in this Clause 3 shall survive, even after the termination of this Agreement, without limit in point of time.

CLAUSE 4: EFFECTIVE DATE / TERM

This Agreement shall come into force on the date of this Agreement (the "Effective Date") and shall, subject to termination in accordance with Clause 5, continue in force up to and including 30 September 2015 (the "Term").

CLAUSE 5: TERMINATION

- 5.1. Either Party may terminate this Agreement at any time during the term of this Agreement forthwith upon notice to the other Party.
- 5.2. This Agreement shall also expire automatically on the last day of the Term.
- 5.3. Upon the expiry or termination of this Agreement:
- 5.3.1. the Consultant shall immediately cease its services under this Agreement;
- 5.3.2. the Client shall be entitled to a refund of any part of the Consultancy Fees and sums which had already been paid in advance to the Consultant prior to the expiry or termination of this Agreement, pro-rated for the period and the work for which the Services so paid for were not performed;



5.3.3. the Client shall pay and the Consultant shall be entitled to receive:

5.3.3.1. a pro-rated payment from the Client for such Services performed up to the date of expiry or termination of this Agreement for which payment has not been made by the Client as at the date of expiry or termination of this Agreement; and

5.3.3.2. all other fees and sums payable under this Agreement (including under Clause 2 and Appendix 2) which have accrued and which have not been paid as at the date of expiry or termination of this Agreement; and

5.3.4. each Party shall return to the other Party, without unreasonable delay, all documents containing Confidential Information and any copies thereof which have been made available to it by the other Party and shall destroy, without unreasonable delay, all documents generated by that Party which contain Confidential Information of the other Party and if required by the other Party, confirm that it has complied with this provision.

5.4. Expiry or termination of this Agreement shall be without prejudice to any accrued rights or any rights at law that either Party may have against the other pursuant to this Agreement.

5.5. Notwithstanding any other provision of this Agreement, Clauses 1.10, 2, 3, 6, 8 and 9 and Appendix 2 shall remain in full force and effect and shall survive the expiration or termination of this Agreement.

CLAUSE 6: INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1. Without prejudice to any other rights and remedies available to the Parties in law or under any other provisions in this Agreement, each Party hereby agrees to indemnify the other Party against any and all claims, losses, damages, costs, expenses and liabilities suffered, incurred or sustained by the other Party arising out of or in connection with:

6.1.1. any breach of this Agreement by the first Party; or

6.1.2. the carrying out of any instructions of or on behalf of the first Party.

6.2. A Party shall not be liable to the other Party for any claim, loss, damage, cost, expense or liability suffered, incurred or sustained by the other Party unless directly caused by the negligence, default or wilful misconduct of the first Party. For the avoidance of doubt, in no event shall any Party be liable for any consequential or indirect damages. The maximum aggregate liability of any Party to the other under this Agreement shall in no event exceed the amount of the Consultancy Fees paid under this Agreement.

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CLAUSE 7: FORCE MAJEURE

Neither Party shall be deemed to be in breach of this Agreement or otherwise be liable to the other Party for the delay in the performance or non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is without fault or negligence of the Party claiming force majeure and due to any conditions, events or circumstances beyond its reasonable control including but not limited to civil commotion, Acts of God, war (declared or undeclared), blockages, trade embargoes, invasion, revolution, insurrection, military usurpation of power, civil war, floods, tempest, volcanic eruptions and any amendment to a law or regulation or any change in its interpretation or application by any lawful authority.

CLAUSE 8: MISCELLANEOUS

- 8.1. If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 8.2. Each Party shall bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement.
- 8.3. This Agreement shall benefit and be binding on the Parties, their permitted assignees and their respective successors, executors and administrators. Any reference in this Agreement to either Party shall be construed accordingly.
- 8.4. Any notice, request, document or other communication with reference to this Agreement shall be in writing in English and be deemed to have been delivered on the day when sent by facsimile or email or on the fifth day after being mailed by prepaid mail addressed to the Parties. For the above purposes, the respective addresses, facsimile numbers and email addresses of the Parties are as follows:

THE CLIENT

Address: 80 Raffles Place UOB Plaza 1
#35-29
Singapore 048624
Fax: +65 6248 4531
Email: derwin.pereira@pereiraintl.com

THE CONSULTANT

Address: 900 South Pavilion Center Drive
Las Vegas, NV 89144
Attn: Morgan Baumgartner, Executive Vice President, General
Counsel
Fax: 775-334-6789
Email: morgan.baumgartner@rrpartners.com

Any Party may change its address, fascimile or email address by written notice to the other Party.

- 8.5. This Agreement and its Appendices embodies the complete and entire agreement between the Parties and supersedes all previous communications, representations, understandings and agreements, oral or written.
- 8.6. No variation to this Agreement shall be effective unless in writing and signed (with initials on every page) by the Parties or their representatives duly authorized in writing by the Parties.
- 8.7. No failure on the part of any Party to exercise and no delay on the part of such Party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or any other right or remedy.
- 8.8. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.
- 8.9. This Agreement has been entered into in the English language and notwithstanding any translation, the English language version shall control the construction and interpretation of this Agreement.
- 8.10. Each Party may not assign or transfer all or part of its rights and obligations under this Agreement save with the prior consent in writing of the other Party.
- 8.11. The Parties hereby acknowledge and agree that their relationship is one of independent contracting parties and that this Agreement does not create a general agency, joint venture, employment relationship, partnership or franchise between them.
- 8.12. If there is any contradiction or inconsistency between the clauses in this Agreement and the clauses in the Appendices, the clauses in the Appendices shall take precedence and the clauses in this Agreement shall be read to be subject to or amended by the clauses in the Appendices. If there is any contradiction or inconsistency between one Appendix and another, the clauses in Appendix 1 shall take precedence and the clauses in the other Appendices shall be read to be subject to or amended by the clauses in Appendix 1.

CLAUSE 9: RIGHTS OF THIRD PARTIES

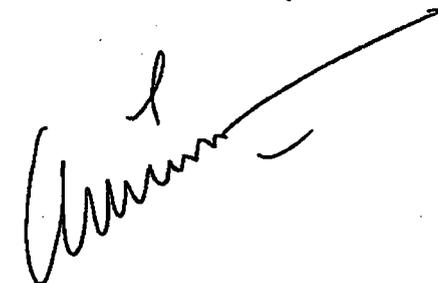
Any person who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, in this Agreement) shall have no right whatsoever to enforce this Agreement or any of its terms.



IN WITNESS WHEREOF the Parties have entered into this Agreement the day and year first above written.

THE CLIENT

SIGNED by **DERWIN PEREIRA, CEO**
for and on behalf of
PEREIRA INTERNATIONAL PTE LTD
in the presence of:

)
)
)
) 

THE CONSULTANT

SIGNED by **SEAN TONNER, PRESIDENT**
for and on behalf of
R&R PARTNERS, COLORADO, LLC
in the presence of:

)
) 
)
)

APPENDIX 1 – SERVICES

1. The Consultant agrees to provide consulting and professional lobbying services to the Client, including, without limitation:-
 - a. arranging meetings with key policymakers and members of the US legislature and government;
 - b. arranging addresses at joint sessions;
 - c. identifying and working with influential individuals, media, public and private organisations and affiliates in the US, as and when necessary, in order to fulfil the Client's requirements and key objectives as communicated to the Consultant from time to time; and
 - d. such other services as the Parties may agree in writing from time to time.



APPENDIX 2 – CONSULTANCY FEES AND INVOICING

I. CONSULTANCY FEES

1. For the Services stipulated in Appendix 1, the Client shall pay the Consultant the Consultancy Fees.
2. The Consultancy Fees shall be calculated and paid as follows:

Payment Dates	Amounts (USD)
Payment 1, due on the date falling seven (7) days of the date of this Agreement	20,000
Payment 2, due on 1 July 2015	20,000
Payment 3, due on 1 August 2015	20,000
Payment 4, due on 1 September 2015	20,000
Total	80,000

3. Work on the Services shall commence upon signing of this Agreement.

II. EXPENSES

1. The Client shall bear, pay for and/or reimburse the Consultant the following:
 - a. all reasonable travel expenses and accommodation expenses where the Consultant's personnel is/are required to travel outside of the United States; and
 - b. all other reasonable costs, out-of-pocket expenses and disbursements as may be incurred by the Consultant in the performance of the Services outside of the United States when required by the Client,

which have been notified to the Client and which have been reviewed and approved by the Client.

2. The Client shall bear, pay for and/or reimburse the Consultant for third party expenses (with no mark-up) which have been notified to the Client and which have been reviewed and approved by the Client prior to the signing of this Agreement.

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III. INVOICING DOCUMENTATION

1. The Consultant shall submit invoices to the Client in respect of the amounts payable under this Agreement. The terms in this Agreement shall prevail in the event of any inconsistencies.
2. The Consultant shall submit appropriate supporting documentation in relation to the Expenses for the written approval by the Client.
3. Invoices shall be payable within fourteen (14) days of the actual receipt of the relevant invoice by the Client.
4. Notwithstanding anything to the contrary in this Agreement, the Consultant agrees that the Client may withhold payment of any portion of the Consultancy Fees or any invoice, in the event of any breach of this Agreement by the Consultant or delay in the performance or delivery, or non-performance or non-delivery of any of the Services, howsoever arising, or, where the Client disputes the validity of any invoice.
5. If a payment date falls on a non-Business Day, it shall be deemed to fall on the Business Day immediately preceding the stated payment date. "Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are generally open for business in Singapore.

1 