

SOCIAL CHANGE COMMUNICATIONS

FENTON

April 23, 2014

Transformation and Continuity

Attn: Ajmal Ghani

House #3 MRRD Road

Darul Aman

Kabul, Afghanistan

[ajmalghani@hotmail.com](mailto:ajmalghani@hotmail.com)

Dear Mr. Ghani

This letter will serve as our agreement for communications services which Fenton Communications ("Fenton", "Us", "We") will provide your organization for a period beginning Monday, April 28, 2014, and continuing through August 14, 2014. This agreement may be extended by agreement of the parties or terminated with 30 days written notice by either party.

Fenton agrees to provide strategic communications and media relations services to support your efforts to promote and enhance the reputation in North America and the U.K. of democracy in Afghanistan and of your candidate in the Afghanistan presidential elections. At your request and for agreed-upon additional fees, Fenton may provide advertising, video, web site design and assembly and/or other digital services and creative design.

Upon the advice of our attorneys, Fenton will register its activities with the U.S. Department of Justice to conform with the Foreign Agents Registration Act. Fees associated with that registration will be billed to you.

For its services Fenton will charge a monthly fee of \$30,000 plus \$5000 each month for expenses. We shall send an invoice for two month's services and expenses to you at [ajmalghani@hotmail.com](mailto:ajmalghani@hotmail.com) and request that payment be provided upon receipt. Thereafter, we will bill you monthly at a combined rate of \$35,000.

Fenton may subcontract with another firm in the UK and bill you for those services in addition to the terms of this contract. You or your designated agents have the right to modify or reject the terms of that supplemental agreement before we sign it. If British law requires registration or some other sort of government regulation, Fenton and/or the subcontracting agency will comply.

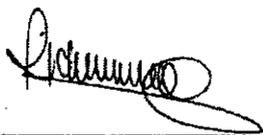
Fenton Communications will perform these services in accordance with the following terms:

1. Fenton will not undertake any major activities or make any commitments on Client's behalf without Client's approval.
2. Fee invoices will be submitted, which Client agrees to pay upon receipt. Fenton reserves the right to terminate our services at any time your account is overdue. In the event Fenton incurs costs, disbursement and/or legal fees in an effort to collect our invoices, you agree to reimburse us for these expenses.
3. Fenton staff and consultants will provide strategic communications services and bill against the fee at our regular hourly rates. These fees do not cover advertising, video or web site creation, or other creative services which are available from Fenton upon request. A full list of our staff hourly rates is available upon request. Client may request an accounting of our time charges at any time or on a regular basis of your choosing.
4. Due to our vendors' billing cycles, you may receive a final invoice from Fenton up to ninety (90) days after the work has been completed.
5. Fenton encourages you to review each of our invoices. Please contact Richard Ledesma ([riedesma@fenton.com](mailto:riedesma@fenton.com)) with any concerns regarding invoices or statements as soon as possible after receipt. If Fenton does not hear from you within sixty (60) days after an invoice has been mailed, Fenton will assume that you have no concerns regarding the charges.
6. Fenton Communications and its designees, and their respective directors, officers, partners, employees, vendors, subcontractors, attorneys and agents, shall be indemnified, reimbursed, held harmless and defended from and against any and all claims, demands, causes of action, liabilities, losses and expenses (including, without limitation, the disbursements, expenses and fees of their respective attorneys) that may be imposed upon, incurred by, or asserted against any of them, or any of their respective directors, officers, partners, employees, attorneys or agents, arising out of or related directly or indirectly to this Agreement. Client further indemnifies Fenton from any action arising out of any verbal representation about Client, press releases or other written materials, provided Fenton has obtained Client's prior approval. This paragraph, insofar as it applies to work undertaken while this agreement is in effect, shall survive the termination of this agreement.
7. In the event of any proceeding against Client by any regulatory agency, whether private or public, or in the event of any court action or self-regulatory action questioning any materials prepared by Fenton on Client's behalf, at Client's request, Fenton shall assist in

the preparation of the defense of such action or proceeding and cooperate with Client's attorneys. Client will pay Fenton its usual hourly rates for time expended by Fenton on such assistance and reimburse Fenton for any out-of-pocket costs Fenton incurs in connection with any such action or proceeding.

- 8. Fenton and its employees agree to maintain the confidentiality of material they receive from the client; and further agree that all material developed shall become the property of the client.
- 9. This agreement shall be governed by the laws of New York.

If this agreement is acceptable, please return one signed copy to me.



Richard Ledésma  
Director of Operations  
Fenton Communications

Date: April 23, 2014

Print name and title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

