

KP

**PUBLIC
AFFAIRS**

#6248

July 1, 2016

Scott Parven
Akin Gump Strauss Hauer & Feld, LLP
1333 New Hampshire Ave, NW
Washington, DC 20036

RE: Provision of Public Affairs Services

Dear Scott:

We are pleased to propose in this letter an agreement for KP Public Affairs, (hereafter "KP"), to provide public affairs services related to foreign trade agreements. My colleagues and I look forward to working with you and your colleagues in connection with this matter. We believe that candid communication is essential and we welcome any suggestions you may have at any time as to how we might better be of service.

We will have a designated team of KP professionals to fulfill the duties and activities that are beneficial to your cause. We will be generally available for consultation during normal working hours, and ask that the appropriate representatives of Akin Gump be reasonably available to confer with us as needed.

1. Term. This agreement will be effective upon your execution on behalf of Akin Gump on the signature line at the end of this letter, to take effect upon July 1, 2016 and extend through December 31, 2016. If both parties agree that additional time is needed to complete the outreach scope of work, then the contract will be extended for a mutually agreed upon period of time. At the end of this contract, KP will work with Akin Gump to evaluate continuing public affairs needs and develop a plan for moving forward with continued services that may be warranted at that time.

2. Services. KP will provide the following services: provide message and materials development regarding issues related to foreign trade with Japan; conduct outreach to key audiences regarding the nature and benefits of foreign trade; increase public awareness and support regarding proposed international trade agreements. All of the foregoing services shall be rendered consistent with standards in the industry and to Akin Gump's reasonable satisfaction.

3. Fees. In consideration of the services to be provided by KP, Akin Gump will pay to KP \$75,000 for the term of the agreement. Past due amounts will bear interest at the rate of 10% per annum until paid.

4. Excessive Workload. Both parties acknowledge that the amount and degree of difficulty of the work for which KP is responsible hereunder is impossible to quantify in advance. It is therefore expressly understood that if KP notifies Akin Gump that extraordinary work burdens are being or will be encountered requiring commitment by KP of time and resources much greater than anticipated, KP and Akin Gump will diligently, in good faith, discuss the excessive work burdens and devise an amicable resolution that may include renegotiation of this agreement to better reflect the circumstances then known. Such renegotiation may result in an increase or decrease in the scope of the work assignment, or the fee to be paid for that work assignment.

5. Confidentiality. If a party to this agreement provides information or materials indicated to be confidential to the other party, the receiving party will maintain the confidentiality of such matters, and not disclose any such matters except in the proper performance of this agreement and with the concurrence of the other party.

KP Public Affairs
Page 2

6. Conflicts of Interest. KP has reviewed its current client list and has concluded that there are no conflicts of interest with current clients and Akin Gump. KP is sensitive to issues posing a real or perceived conflict of interest. If a conflict is suspected or becomes apparent either to KP or to Akin Gump, the discovering party will immediately inform the other, and discussions will immediately ensue with the purpose of resolving the issue of conflict.

7. Termination. Akin Gump may terminate this agreement upon at least 30 days written notice to KP without cause, or immediately on written notice for cause. In the event of such termination fees and expenses accrued as of such termination date shall be immediately due and payable, but Akin Gump shall have no responsibility for any fees or expenses accruing after termination.

8. General Agreement Provisions. This agreement sets forth the entirety of the understanding between KP and Akin Gump. Any revisions or amendments hereto are effective only when confirmed by both parties in writing. Any contemplated notices must be in writing and properly mailed, faxed or emailed to the other party. In the event of any legal action related to this agreement, the prevailing party will be entitled to an award of its court costs and reasonable attorney's fees. This agreement is not assignable by either party without the consent of the other party. KP agrees not to delegate any of its obligations hereunder without prior consent. Each party agrees to provide the other party with such drafts, documents, legislation or other materials as may reasonably be thought to be necessary or advisable to facilitate the objectives of this agreement.

Please execute a copy of this agreement where appropriate and return one copy to us. We look forward to working with you to accomplish your goals.

Sincerely,



Michael Burns
for KP Public Affairs

Akin Gump hereby agrees to retain KP Public Affairs on the terms and conditions set forth in this letter.

Name

Title

Date

Scott Farver
Partner
7/15/16