

PROJECT AGREEMENT

This Agreement with effect on the November 19th, 2019 between the T. Dean Reed Company ("DRC") and The Embassy of the Republic of Korea to the U.S.A. ("The Embassy") outlines the responsibilities of both parties with respect to strategic communications consulting.

I. Term: November 19th, 2019 – December 19th, 2019.

II. Responsibilities of DRC

Under the terms of this Agreement DRC will provide strategic communications consulting during the duration of the contract

III. Responsibilities of the Embassy

Under the terms of this Agreement The Embassy shall be responsible for providing project funding in the amount of One Hundred Million Korean Won (approx. \$84,000 USD).

IV. Payment Terms

Upon signing and receipt of wire instructions The Embassy shall initially process 70% of the contract amount to DRC followed by the rest 30%. (The process will entail the time period of funding request from the Embassy to the Ministry of Foreign Affairs and receiving it via official government budget management system and the wire transfer.)

DRC agrees to provide copies of any project related invoice, receipts and any other necessary documents for settlement as requested by The Embassy.

V. Relationship of the Parties

Each party acknowledges that its relationship in participating in the project is that of a joint participant in such activities pursuant to the terms and provisions of this Agreement and expressly disclaims any intention to create a partnership or other separate entity or legal person.

VI. Responsibility for Liability

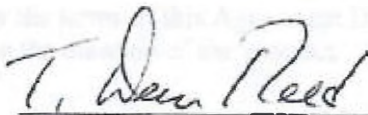
The parties acknowledge that activities conducted in connection with the project could conceivably result in liabilities which might be asserted against one or both parties. The parties now agree that except to the extent otherwise agreed, any liabilities that are attributable to the negligence or willful misconduct of one party or its representatives or employees, shall be borne solely by that party, otherwise, such liabilities shall be shared equally by the parties.

VII. Non-Disclosure and Integrity Pledge

In accordance with the government project regulation of the ROK, DRC will sign and submit a non-disclosure and integrity pledge. It is mutually agreed that the non-disclosure pledge stipulates keeping confidentiality of the project with other entities or foreign government, and does not limit the DRC to conduct its obligation required by the FARA.

T. Dean Reed Company

The Embassy of the ROK to the USA



Name: T. DEAN REED
Title: PRESIDENT

Name: Mr. Seok-in Hong
Title: Minister for Public Diplomacy,

Date: November 19, 2019

The Embassy of the ROK to the USA
Date: Nov. 19th, 2019