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THE GLOVER PARK GROUP

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made as of the 15th of October, 2013 ("Effective Date"), between the Government of the Arab Republic of Egypt ("Government of Egypt"), represented by the Embassy of the Arab Republic of Egypt in Washington DC with offices at 3521 International Court NW Washington DC 20008 and The Glover Park Group, LLC ("GPG"), a communications and government relations company with offices located at 1025 F Street NW, 9th Floor, Washington, DC 20004.

RECITALS

- A. GPG has experience in communications and government relations consulting and advisory services;
- B. The Government of Egypt desires to engage the advisory services of GPG, and GPG desires to provide advisory services to the Government of Egypt upon the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Advisory Duties. GPG will act as an advisor to the Government of Egypt on communications and government relations matters.
2. Term. GPG's duties under this Agreement shall commence on the Effective Date and shall continue until otherwise terminated pursuant to Section 14 below.
3. Independent Contractor Status. It is understood that GPG is an independent contractor and is not an employee of the Government of Egypt, and shall not hold itself out to the public as an employee of the Government of Egypt. The Government of Egypt will not provide, nor will it be responsible to pay for, any benefits for GPG.
4. Employees of Independent Contractor. GPG may, in its sole discretion, hire as many employees, contractors or other persons as it requires in order to fulfill its obligations under Section 1 of this Agreement. The Government of Egypt will be advised of the employment or hiring by GPG of such persons. Such persons shall not be deemed employees of the Government of Egypt unless specified otherwise. If such persons are employees of GPG, then GPG shall be solely responsible for all necessary insurance and payroll deductions for such persons, including, but not limited to, federal, state, and local income taxes, Social Security taxes, unemployment compensation taxes, and workers' compensation coverage, and any other fees, charges or licenses required by law. If such persons are contractors of GPG, then the independent contracting relationship shall be established between such contractor and GPG exclusively, and GPG shall be responsible for directing the duties of such contractor.
5. Business of Independent Contractor. GPG may engage in any other business that it desires and is not required to devote all of its energies exclusively for the benefit of the Government of Egypt.
6. No Solicitation. During the term of this Agreement and for a period of one year after its termination,

the Government of Egypt will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any GPG employee or contractor, unless the Government of Egypt has received the prior written approval of GPG.

7. Discrimination. No person on the ground of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of GPG. GPG shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants, notices of non-discrimination.
8. Compensation. In complete consideration for the services to be rendered under this Agreement, the Government of Egypt shall pay GPG a \$250,000 per month non-refundable fee ("Monthly Fee") for the services associated with public diplomacy, strategic communications counsel and government relations services in the United States and as an allowance for out-of-pocket expenses incurred in the execution of the services. The Monthly Fee is an estimate based on projected services and out-of-pocket expenses, and through mutual agreement of the parties (Email correspondence is sufficient) may be revised based on the communications and government relations needs of the Government of Egypt. Any changes to the Monthly Fee will take effect in the following month. Any portion of the Monthly Fees not utilized within any month may be applied to future months.
9. Invoices; Payments Thereof. GPG will submit invoices on a quarterly basis to the Government of Egypt for Monthly Fees set forth in Section 8 of this Agreement. Invoices will be submitted by GPG at the beginning of the first month of each quarter. The first payment will be made to GPG by the Operational Unit for Development Assistance ("OUDA"), established under the supervision of the Ministry of International Cooperation, Government of Egypt, on October 25, 2013 and then by the 15th of each month in which a quarterly invoice is received thereafter.
10. Additional Services and Fees. Prior to commencing such services, the Government of Egypt shall also pay GPG, upon receipt of invoices from GPG (i) for the costs of all approved production and research projects, such amounts based on the budgets set forth for such projects, (ii) for the costs of all approved vendor fees related to events, such amounts based on the mutually agreed upon estimates set forth for such fees, and (iii) for the development, production, and placement of paid advertisements, the standard GPG commission on media buys, which commission is set forth in Schedule 1. Upon completion of the services, GPG will reconcile actual costs to estimates, and invoice or refund Government of Egypt as necessary.
11. Disclosure and Confidentiality. All non-public information marked as such and given to GPG by the Government of Egypt will be considered confidential information and shall be maintained as such by GPG until the same becomes known to third parties or the public without release thereof by GPG, or unless GPG is required to disclose such information under applicable law, *provided*, that in such instance, GPG shall notify the Government of Egypt as promptly as possible of such obligation to release confidential information. GPG shall take all necessary steps to safeguard the confidentiality of such material or information. GPG will give the Government of Egypt notice as set forth herein before making such disclosure of non-public information. Further, GPG agrees to inform the Government of Egypt immediately upon receiving reason to believe that persons or entities are seeking to obtain any confidential information from GPG.
12. Governing Law. This Agreement shall be subject to and governed by the laws of the District of Columbia, without regard to the conflict of law provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in district or federal courts located in the District of Columbia.

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13. Legal Filings. It is understood that GPG may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the Government of Egypt and thereafter will be required to file the reports required by FARA, detailing its activities under this Agreement on the Government of Egypt's behalf. It is further understood that GPG will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of the Government of Egypt, with the United States Congress and Federal Executive Branch departments and agencies.
14. Termination of Agreement. Either party may terminate this Agreement without cause for any reason with 30 days prior written notice, and such termination shall not be deemed a breach by the other party. In the case of a material breach by the other party, this Agreement may be terminated immediately. In the event of a termination of this Agreement (whether or not for cause), (i) the Government of Egypt shall remain liable for all fees, disbursements and other related charges incurred by GPG and its contractors up to the date of termination, as well as all amounts that GPG is obligated to pay to third parties pursuant to non-cancelable agreements GPG has entered into in performance of this Agreement, and (ii) the Government of Egypt will receive a refund of all fees paid in advance for services that were to be provided after the date of termination.
15. Waiver. The waiver by either party of any covenant, obligation or breach of this Agreement shall not operate as, or be construed as, a waiver of any other such covenant, obligation or breach hereof.
16. Modification. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.
17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Government of Egypt and GPG regarding the matters related hereto.
18. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
19. Indemnification. (a) Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries and affiliates, and the officers, employees and agents of such affiliates, from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement; and (b) the Government of Egypt agrees that it will indemnify and hold harmless GPG from any Claims brought by third parties arising out of or in connection with GPG's performance of this Agreement; *provided* that the Government of Egypt shall not be obligated to indemnify GPG if such Claim results from negligence on the part of GPG. In the case of any negligent action on the part of GPG, GPG agrees that it will indemnify and hold harmless the Government of Egypt from any and all Claims arising out of or in connection with such negligence. The obligations in this Section 19 shall survive the termination of this Agreement, are in addition to any liability which an indemnifying party may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the indemnified party.
20. Headings. The headings are inserted for convenience only and shall not be considered when


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interpreting any of the provisions or terms hereof.

21. Signature Authority. Each of the signatories to this Agreement warrant and represent that they have the full legal authority to execute this Agreement and that they are duly authorized to bind the entity on behalf of which they have executed this Agreement.
22. Notices. Whenever notices are required to be given under this agreement, such notices shall be sufficiently given or made if in writing and sent by certified mail, return receipt requested, addressed as follows:

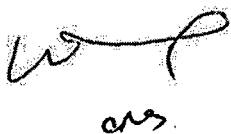
In the case of GPG:

The Glover Park Group, LLC
Attn: Chip Smith
1025 F Street, NW
9th Floor
Washington, DC 20004

In the case of the Government of Egypt:

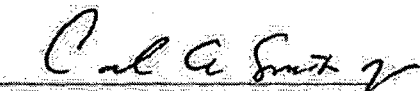
Government of the Arab Republic of Egypt:
Embassy of the Arab Republic of Egypt
3521 International Court NW
Washington, DC 20008

[Signatures follow on the next page]

Handwritten signature and initials in black ink, appearing to be 'W' and 'as'.

In witness whereof, each of the parties hereto has executed this contract in duplicate originals; one of which is retained by each of the parties.


THE GLOVER PARK GROUP, LLC

By: 
Carl A. Smith, Jr.
Chief Executive Officer

October 18th, 2013

(DATE)

For The GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

By: 
Mohamed Tawfik
Ambassador

October 9th, 2013

(DATE)

Schedule 1

The Glover Park Group Media Commission Rates

Position	Rate
GPG's standard media commission	15% of the gross media spend

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