

RETAINERSHIP AGREEMENT

THIS AGREEMENT is made and entered into this third day of January 2021 by and between the **Government of Liberia**, referred to as the ("Client"), and KRL International LLC, a Firm incorporated under the laws of Nevada, United States of America, represented by and thru its Chief Executive Officer, Riva Levinson (referred to as the "Firm"). The Client and the Firm are herein collectively referred to as the Parties:

WITNESSETH:

WHEREAS, the Client desires for the Firm to build confidence in its development agenda, the Pro-Poor Agenda for Prosperity and Development (PAPD); increase donor funding in support of the PAPD; increase Foreign Direct Investment (FDI) in critical sectors, including infrastructure and agriculture; and project Liberia's positive attributes and opportunities for partnership and collaboration; it is further noted the urgency of these objectives in light of the on-going COVID-19 global pandemic which has weakened planned economic growth and impacted Liberian lives and livelihoods;

WHEREAS, the Firm has proposed services with the goal to (1) build the Government of Liberia's foundational relationships with the public and private sectors in the United States and with international financial institutions; (2) consolidate the importance of Liberia in the realm of U.S. national security policy and U.S.-Africa relations; (3) foster confidence in the Government's plans to propel Liberia forward, notably in consolidating its democratic institutions, developing its economic and human potential; and (4) improve the depiction of Liberia on the global stage;

WHEREAS, the Client has engaged the Firm for the performance of services stated herein;

WHEREAS, the Firm has accepted the offer made by the Client and has represented that it possesses the necessary expertise, skill, technical knowledge, ability and experience to render the required services to the Office of the President of Liberia; and,

WHEREAS, the Parties agree that the Firm has supported the Republic of Liberia in the past with real and tangible benefits to the people of Liberia, and the future support to the Client shall be measurable and quantifiable for evaluating the Firm's performance of its services to the Client;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the Parties as follows:

1. A start of the contract is Monday, 3 January 2021, pending signature of both parties and confirmation of payment from the Client.
2. Upon confirmation of payment, a Scope of Work and detailed Plan of Action will be agreed upon by both parties under the leadership of Liberia's Ambassador to the United States, George S.W. Patten.
3. Fee: A monthly retainer fee of USD \$20,000, with the first three (3) months totaling USD \$60,000 to be paid upon the signature of this agreement.
4. Reimbursable Expenses: The monthly retainer fees are exclusive of all travel expenses. All international travel shall be in business class. Based on experience traveling in the region, KRL would estimates a budget of \$8,500 per trip per KRL staff member. KRL will obtain approvals for all travel prior to booking and will receive reimbursement from the client after each trip is complete. The first three months of the travel budget, totaling USD \$26,000, will be paid in advance of the project work and due upon signature of agreement;



5. **Term:** The Term of this agreement will be for twelve (12) months beginning on the date in which the agreement is executed by both parties and can thereafter be extended month-to-month, or for a set term, upon mutual consent and agreement;
6. **Termination:** This Agreement may be terminated with or without cause by either party by providing the other party thirty (30) days written notice of termination. Should the Agreement be terminated by Client without cause, the Client will pay the Firm a pro-rated fee in an amount equal to the percentage of the contract period completed at the end of the 30-day notice period.
7. This Agreement represents the entire agreement between the Parties and supersedes all other agreements ever entered into between the Parties in respect to the terms of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND AFFIXED THEIR SIGNATURES ON THE DATE FIRST ABOVE WRITTEN.

FOR THE FIRM/KRL INTERNATIONAL, LLC.

K. Riva Levinson
Chief Executive Officer

FOR THE CLIENT / GOVERNMENT OF LIBERIA

Honorable Samuel D. Tweah, Jr.
Minister of Finance, Republic of Liberia

Honorable Ledgeford Julius Rennie
Minister of Information, Cultural Affairs and Tourism,
Republic of Liberia

