

### Agreement of Services

This agreement shall commence on January 1<sup>st</sup>, 2021 and shall continue for six months ending on June 30<sup>th</sup>, 2021 between the Taipei Economic and Cultural Representative Office in the United States (hereto referred to as "TECRO") and Gephardt Group Government Affairs LLC, a Delaware Limited Liability Company (hereto referred to as "Gephardt Government Affairs").

The parties have agreed as follows:

1. Gephardt Government Affairs agrees to represent TECRO before the U.S. Congress and the U.S. government generally.
2. In the course of its representation of TECRO, Gephardt Government Affairs agrees that it will act in conformance with all applicable United States laws and regulations.
3. In this connection, Gephardt Government Affairs shall furnish TECRO with its analyses and interpretations of political, financial, commercial and sociological developments in the United States and advise TECRO as to actions TECRO may take to further improve relations between the two countries.
4. Gephardt Government Affairs is required to send a copy of its monthly activity report to TECRO before the 10<sup>th</sup> day of each subsequent month. All reports, recommendations, materials, analyses and other documents Gephardt Government Affairs prepares shall become the property of TECRO, and Gephardt Government Affairs hereby agrees that TECRO may make use thereof, without incurring any obligation for compensation other than as set in the following paragraph. Any reports prepared by Gephardt Government Affairs to TECRO shall be considered confidential and not for distribution to any third party. On request, Gephardt Government Affairs will deliver all copies, in any form, to TECRO.
5. In payment of these services, Gephardt Government Affairs is to receive a monthly retainer of \$22,000.00 (twenty-two thousand dollars). TECRO may assign Gephardt Government Affairs additional tasks on an as needed basis, compensation to be decided upon mutual agreement.
6. This agreement shall be construed in accordance with and governed by the laws of the District of Columbia. Any suit against TECRO arising out of this agreement shall be filed in the United States District Court for the District of Columbia pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. Section 1602 et seq. TECRO does not waive any right it may have to sovereign immunity in that court. Service on TECRO must be made pursuant to 28 U.S.C. Section 1608 (a) and (b), during the term of this agreement.

7. Gephardt Government Affairs agrees to promptly notify TECRO if it decides to represent the government of the People's Republic of China (PRC), that is, the state itself, or any subdivision or agency or instrumentality thereof, as those terms are defined in 28 U.S.C. 1603 (a) and (b), during the term of this agreement.
8. Either party may terminate this contract on 30 days written notice for any reason.

IN WITNESS THEREOF:

*Taipei Economic and Cultural  
Representative Office*

*Gephardt Group  
Government Affairs, LLC*

By: 

**Her Excellency Bi-khim Hsiao**  
Ambassador  
Date: January 1, 2021

By: 

**Thomas J. O'Donnell**  
Managing Partner  
Date: January 1, 2021