



THOMAS CAPITOL PARTNERS, INC.
INTERNATIONAL GOVERNMENT RELATIONS

THOMAS S. KIM
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January 2, 2019

KOREA INTERNATIONAL TRADE ASSOCIATION

Attn: Mr. Tiger Min-Sok Chu
President
KITA Washington Center
1660 L Street, NW
Suite 401
Washington, DC 20036

Re: 2019 General Representation Services Agreement
Our File No.: 190101-KOR002

This Agreement will serve to confirm representation and consulting services to be provided by **Thomas Capitol Partners, Inc. ("TCP")**, located at 1050 Connecticut Avenue, NW, Suite 500, Washington, DC 20036, to **KITA Washington Branch ("KITA")**, with offices located at 1660 L Street, NW, Suite 401, Washington, DC 20036.

(1.) Scope of Work: Pursuant to our discussions, TCP will be engaged to continue implementing a General Representation Services ("GRS") program to assist KITA in achieving its public diplomacy goals in Washington, with focus on public relations, strategic consulting and political, economic and trade advisory.

Given our firm's longstanding friendship with KITA, we are acutely aware of KITA's business mission as well as its efforts to vigorously promote the diverse interests of its membership base. With this in mind, TCP will provide to KITA, specific issue consultation and advisory services with the aim of continuing to elevate and broaden KITA's perception and reach in Washington.

TCP is a firm that has a deep commitment and abiding friendship towards the Republic of Korea and KITA, with a unique perspective of understanding the complexities that govern the U.S.-Korea alliance partnership. We believe that our combination of skills and capabilities aligned with a personal "passion" for the issues will ensure KITA that TCP effectively implements a program to foster greater awareness and support for the issues of primary concern to its membership base. We will seek to achieve this through strategic communication, public relations and policy education.

In our discussions, as KITA has identified the consulting services which it wants TCP to provide under the form of advice, counsel, strategic consulting, media development and public relations advocacy, TCP will itself register under the terms of the Foreign Agents Registration Act of 1937 (FARA), as amended, in order to fully comply with United States law. Furthermore, this Agreement shall be in full compliance with the Foreign Corrupt Practices Act and all other U.S. legal requirements.

(2.) The TCP Team: The full resources of TCP will be made available to KITA throughout the duration of this Agreement. Thomas S. Kim (Founder and President) will personally lead, oversee and manage the TCP team's GRS program implementation with assistance from TCP professionals and/or other consultants or experts on an as-needed basis.

(3.) Fee & Expenses: With the abovementioned aim, TCP will receive a retainer fee of US\$11,800 per month for a period of one (1) year for the performance of the described GRS services. The period will commence on January 1, 2019 and end on December 31, 2019. Quarterly payments in the amount of US\$35,400 will be made to TCP and due on the first day of the first month preceding each three-month (quarterly) period.

Wire transfer instructions will be provided in a separate document if necessary. In addition, KITA shall reimburse TCP for certain extraordinary costs and expenses, including, printing, travel, lodging, special projects and out-of-pocket expenses undertaken by TCP for KITA, provided that prior approval for such expenses shall have been confirmed by KITA in writing. TCP promises to provide the services described in the preceding paragraphs of this agreement, under the management of Thomas S. Kim, assisted by TCP professionals.

(4.) Confidentiality & Termination: TCP fully recognizes that the subject matter regarding the scope of services requires the highest degree of confidentiality. TCP acknowledges its responsibility, both during and after the term of this Agreement, to use all reasonable and legally permissible efforts to preserve the proprietary or confidential information developed by TCP on behalf of KITA or disclosed by KITA to TCP.

Either party may terminate this Agreement upon thirty (30) days prior written notice for any reason. If this Agreement is terminated by either party, TCP will refund to KITA, the pro-rata share of any advanced quarterly payment of its retainer.

IN WITNESS WHEREOF, the authorized representatives of the parties have signed and executed this Agreement on the date and year first above written.

AGREED TO AND ACCEPTED:

KOREA INTERNATIONAL TRADE
ASSOCIATION

THOMAS CAPITOL PARTNERS, INC.



By: **Mr. Tiger Min/Sok Chu**
Title: President, KITA Washington Center
Date:



By: **Mr. Thomas S. Kim**
Title: President
Date: January 2, 2019