

16192

CONSULTING AGREEMENT

THIS AGREEMENT, made this 23rd day of July, 2013, between JAI Holdings, LLC, having an office at 7777 Leesburg Pike, Suite 202S, Falls Church, Virginia 22043 (Client) and Prime Policy Group, a division of Young and Rubicam, a Delaware corporation, having an office at 1110 Vermont Avenue, NW, Suite 1000, Washington, DC 20005

WHEREAS, Prime Policy Group (the Consultant) has extensive experience, knowledge and expertise relating to the fields of public affairs and government relations and;

WHEREAS, Client is desirous of retaining Prime Policy Group to perform services as described below and to render such services to Client;

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. SERVICES

The Consultant will render professional services to the Client. During the course of the representation if additional resources are needed the Consultant will utilize the services of its affiliates, Mercator Corporation, to provide additional expertise and management services. Said services shall include:

A. Direct assistance to the Client in establishment, management, and follow through of contact relations with top executives in U.S. companies and organizations with expertise needed to accomplish Projects as described in Addendum A. The assistance sought aims to develop Client's business and attract partners interested in investment in Client's activities, as presented below. Consultant's direct assistance shall include assemblage and supervision of "business teams," representing the Client's enterprise goals.

B. The Consultant will identify industry experts required to carry out and add value to enterprise objectives.

C. Where appropriate the Consultant will coordinate activities with high level U.S. government officials (Executive and Legislative Branches) to promote and educate the business interests of the Client.

D. The Consultant will advise the Client on potential steps for improving Ukraine's corporate reputation as a reliable business partner coupled with an effort to enhance its profile as a destination for business investment. The focus of this effort should be potential large U.S. corporations whose capabilities are aligned with projects presented in Addendum A and particularly international financial institutions. The Consultant shall memorialize his advice in a Plan of Action which includes a draft Memorandum of Understanding reflecting steps agreed to by Ukraine and pertinent international financial institutions for stabilizing Ukraine's financial posture.

2. FINANCIAL TERMS

A. The retainer for services provided pursuant to this agreement shall be a total of \$500,000 USD. It is understood that the actual value of services per month may vary based on the specific services needed in each month.

B. Expenses such as, postage, messenger, long distance telephone charges, travel and related expenses and 3rd party vendor invoices will be billed in addition to the fees.

3. BILLING TERMS

A. The first month's retainer of \$125,000 will be prepaid to the consultant prior to the commencement of services. Thereafter, by the 1st of each month the Consultant will invoice for that month's retainer.

B. Prime agrees that, as a subcontractor to the Client, Client is obligated to pay Prime fees only as Client's principal Contractor remits fees to Client.

C. Expenses will be invoiced monthly as incurred. Expenses shall be listed on a category basis (e.g. telephone, fax, photography, etc.). Supporting documentation must be made available for review at your request.

D. Except as may otherwise be noted above, payment on all invoices is due within 30 days of each invoice date, unless advance payments to third parties are required. In the case of advance payments to third parties, you agree to pay us immediately upon presentation to you of any such third party invoice.

4. TERM AND TERMINATION

A. The initial term of this Agreement shall be from July 23, 2013 through ~~December 31, 2013~~. This Agreement may be terminated by either party upon thirty

MARCH 15, 2014

YHO
[Signature]

(30) days prior written notice. This Agreement may be terminated by either party upon written notice to the other in the event of the other party's breach of any of the terms of this Agreement, which breach shall not have been remedied within ten (10) days of such written notice, in the event of termination, Client shall pay all charges and out-of-pocket expenses incurred up to the effective date of such termination.

B. Upon the effective date of the termination of this Agreement, all property or materials in Prime Policy Group's possession belonging to Client, pursuant to the terms of Section 5 herein, shall be turned over to Client.

5. **OWNERSHIP**

A. Except for materials where any intellectual property rights are vested in a third party, such as photographic negatives, unused design visuals, color separations, printing plates, artwork, etc., in which case such rights shall remain the property of such third party. All finished materials prepared for and on behalf of Client, or which Client indicates in writing to the Consultant during the term hereof as being specifically within the designated plans for adoption and exploitation by Client, shall be, the Client's property exclusively and will be given to Client at Client's request or upon termination or expiration of this Agreement.

B. Prime Policy Group undertakes to use all reasonable care in and perform all and any necessary actions for the safe handling and storing of the Client's materials.

6. **INDEMNIFICATION**

A. Client is responsible for the accuracy, completeness and propriety of the information that it provides to the Consultant concerning Client's products, services, organization and industry. The Consultant is responsible for submission for reviewing all publicity or other materials prepared by the Consultant under this Agreement to the Client to confirm that all representations, direct or implied, contained therein, are supportable by objective data then possessed by Client, and to confirm the accuracy of the descriptions and depictions of the products and services of Client, and shall refrain from doing any further actions with regard to such materials until the date of receipt of approval thereof.

B. The Consultant shall indemnify and hold Client harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses that Client may incur or be liable for as

a direct result of the negligence or willful misconduct of the Consultant or its employees.

C. The terms and conditions of this Section 6 shall survive any termination of this Agreement.

7. CONFIDENTIALITY

Prime Policy Group, on behalf of itself and its employees, hereby covenants and agrees that it:

A. Shall exercise reasonable care and caution and to do all the necessary actions to keep confidential any and all proprietary information concerning Client's business and operation which becomes known to Prime Policy Group by reason of performance of its services for Client's behalf, and which information is clearly marked "confidential" or specifically identified in writing as confidential ("Confidential Information."). Confidential Information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, formulations and pricing information;

B. Shall not disclose any Confidential Information to any person outside of the employ of Prime Policy Group, unless to do so is required in connection with the performance of its services, and

C. Shall return to Client all such Confidential Information which is in a tangible form then in its possession at the termination of Prime Policy Group's services.

It is further agreed that Confidential Information shall not include the following:

a) information that is in the public domain at the time of disclosure to Prime Policy Group or which enters the public domain through no fault of Prime Policy Group or its employees;

b) information that is in the possession of Prime Policy Group or its employees at the time of disclosure to and

c) information that is required to be released in compliance with any court order or other directive having the force of law.

8. COMPLIANCE WITH LAWS

A. The Prime Policy Group or its Partners shall be responsible for making full and necessary disclosure of this agreement and the activities specified herein, pursuant to the requirements of the Foreign Agents Registration Act, 22 U.S.C. Section 611 et seq., the Lobbying Act, 2 U.S.C. Section 261 et seq., and similar statutes.

B. The parties hereto agree that the Prime Policy Group and its Partners are subject to the provisions of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2 (the "Act") (relevant portions of which are attached hereto as Attachment A). The parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for Prime Policy Group and its Partners or Client.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from the Prime Policy Group or its Partners or Client, the parties hereto will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should either party become aware of a possible violation of the Act, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such party will give representatives designated by Prime Policy Group and its Partner's immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and others Prime Policy Group and its Partner's may retain or direct in connection

herewith, to cooperate fully, with any inquiry or investigation Prime Policy Group or its Partners may conduct.

C. The parties hereto agree that in the event either shall hire or contract with any consultants or others to assist with fulfilling the terms of this Agreement, all such consultants or others shall execute and deliver the FCPA undertaking in the form attached hereto as Attachment B.

9. NON-SOLICITATION OF EMPLOYEES

Prime Policy Group and its Partners agree not to solicit or hire the Client's employees, who are directly or indirectly involved in matters related to this Agreement for employment with Prime Policy Group and its Partners, and the Client agrees not to solicit or hire the Prime Policy Group's and its Partner's employees, who are directly or indirectly involved in matters related to this Agreement for employment with the Client, with effect from the time that this Agreement comes into force until one year after the expiry of this Agreement. In the event that either Prime Policy Group or its Partners, the Client contravenes this Section 9, without obtaining the other party's prior written consent, such party will be liable to the other party for a one-time payment equal to 50% of the seduced employee's annual compensation.

10. CONSTRUCTION

This agreement shall be construed in accordance with and governed by the laws of New York. Any dispute arising out of this Agreement shall be adjudicated in the courts of New York, and Client hereby agrees that service of process upon it by registered or certified mail at its address set forth above shall be deemed adequate and lawful. The parties hereto shall deliver notices to each other by registered or certified mail (return receipt requested) at the addresses set forth below.

11. TITLES

Titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

12. ENTIRE AGREEMENT

This Agreement represents the sole and entire agreement among the Parties and supersedes all prior contracts, agreements, negotiations, discussions, and understandings, whether oral or in writing, among the parties and/or their representatives. The provisions of this Agreement may be waived, altered,

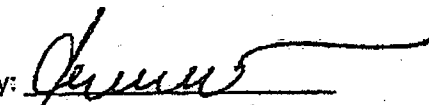
amended or repealed, in whole or in part, only upon the express written consent of the parties.

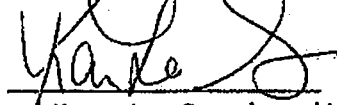
IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this agreement as of the date specified below:

Accepted and Agreed to by an authorized representative of:

Prime Policy Group
1110 Vermont Avenue, NW
Suite 1000
Washington, D. C. 20005

JAI Holdings, LLC
7777 Leesburg Pike
Suite 202S
Falls Church, Virginia 22043

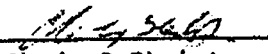
By: 
R. Scott Pastrick
President and CEO

By: 
Karen Lee Orzechowski
Member and Manager

Date: 9-11-13

Date: 9-11-13

Prime Policy Group

By: 
Charles R. Black, Jr.
Chairman

Date: 9-11-13

Attachment A

Provisions from the Foreign Corrupt Practices Act, 15 U.S.C. 578dd-2.

(a) Prohibition

It shall be unlawful for any domestic concern, other than an issuer which is subject to section 78dd-1 of this title, or for any officer, director, employee, or agent of such domestic concern or any stockholder thereof acting on behalf of such domestic concern, to make use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to --

(1) any foreign official for purposes of --

(A)(i) influencing any act or decision of such foreign official in his official capacity, or (ii) inducing such foreign official to or omit to do any act in violation of the lawful duty of such official, or

(B) inducing such foreign official to use his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist such domestic concern in obtaining or retaining business for or with, or directing business to, any person;

(2) any foreign political party or official thereof or any candidate for foreign political office for purposes of --

(A)(i) influencing any act or decision of such party, official, or candidate in its or his official capacity, or (ii) inducing such party, official, or candidate to do or omit to do an act in violation of the lawful duty of such party, official or candidate,

(B) inducing such party, official, or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist such domestic concern in obtaining or retaining business for or with, or directing business to, any person; or

(3) any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign

official, to any foreign political party or official thereof, or to any candidate for foreign political office, for purposes of –

(A)(i) influencing any act or decision of such foreign official, political party, party official, or candidate in his or its official capacity, of
(ii) inducing such foreign official, political party, party official, or candidate to do or omit to do any act in violation of the lawful duty of such foreign official, political party, party official, or candidate, or

(B) inducing such foreign official, political party, party official, or candidate to use his or its influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist such domestic concern in obtaining or retaining business for or with, or directing business to, any person.

(b) Exception for routine governmental action

Subsection (a) of this section shall not apply to any facilitating or expediting payment to a foreign official, political party, or party official the purpose of which is to expedite or to secure the performance of a routine governmental action by a foreign official, political party or party official.

Attachment B

FCPA Undertaking

I _____, have been retained by Prime Policy Group (the "Company"), to assist the Company in its contract with _____, a corporation organized under the _____, whereby the Company would provide certain services for [].

In consideration of such retention, I hereby acknowledge that, at the Company's request, I have read and understand the relevant provisions of the Foreign Corrupt Practices Act applicable to Young & Rubicam Inc. and its subsidiaries and affiliates around the world, 15 U.S.C. §78dd-2, (the "Act") attached as Exhibit A and the Policies of Young & Rubicam on the Conduct of Business (the "Policies"). I will scrupulously adhere to them and will enforce compliance therewith by any individual I may direct or oversee in connection with my retention.

Moreover, I will not pay, and I will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his or its lawful duty or inducing him or it to exercise his or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for the Company.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from the Company, I will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should I become aware of a possible violation of the Act or the Policies, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, I will give representatives designated by the Company immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all

