



6385

CONSULTING AGREEMENT

This Independent Consultant Agreement (the "Agreement") is made and entered into as of August 1, 2016 (The Effective Date) between the Iraq Stability and Security Program (ISSP) - the Client, and Washington Strategy Group (WSG) - the Consultant. The Client requests the Consultant to perform services for it and may request the Consultant to perform other services in the future. WSG will register under the Foreign Affairs Registration Act (FARA) to provide services to ISSP.

The Parties therefore agree as follows:

1.0. Term and Termination

- 1.1. This Agreement takes effect immediately as of the Effective Date and only if signed by both parties and remains in full force and effect until the consultant has completed the services (the "Term"), unless earlier terminated under this Section 1.
- 1.2. This Agreement is valid for three (3) months, only commencing August 15th, 2016, and will automatically renew for quarterly periods (90-days) unless either party terminates it with a 30-day notice before expiration.
- 1.3. Compensation will be provided on a monthly basis at the 15th of every month at the rate of \$10,000 per month.
- 1.4. Either party may terminate this Agreement at will by providing the other Party written notice. No reason for termination is needed by either party.

2.0. Consultant Services

- 2.1. During the Term, the Client may engage the Consultant to provide the following services as needed (the "Services"), on a retainer basis, or other such services ("Scope of Work") as mutually agreed upon in writing by the Parties (email is acceptable):
 - WSG will represent ISSP as well as advise ISSP on engagements with the U.S. Congress, Executive Branch Officials, Media, Think-Tank Experts, and Non-Governmental Actors ("Stakeholders") in Washington, DC.
 - WSG will provide a monthly report on such activities, as well as a survey of the Stakeholder landscape on ISSP-related issues.
 - WSG will organize meetings with Stakeholders on behalf of ISSP.
- 2.2. The Consultant shall provide the necessary equipment to perform the Services. If the Consultant has obtained employees or agents (the "Consultant Personnel"), the Consultant



shall be solely responsible for all costs associated with the Consultant Personnel.

- 2.3 As a result of providing the Services, the Consultant or Consultant Personnel may create certain work product (the "Work Product").
- 2.4 The Consultant shall notify the Client of any change(s) to the Consultant's schedule that could adversely affect the availability of the Consultant, whether known or unknown at the time of this Agreement, no later than 10 days prior to such change(s). If the Consultant becomes aware of such change(s) within the 10-day period, the Consultant shall promptly notify the Client of such change(s) within a reasonable amount of time.
- 2.5 The work performed by the Consultant shall be performed at the following rate: \$10,000 per month. The Consultant shall issue invoices to the Client's accounts payable department within 5 days of completing the Services, unless otherwise instructed by the Client, and provide documentation as instructed by the Client's accounts payable department. The Client shall remit payment to the Consultant within 5 days of receiving the invoice from the Consultant.
- 2.6 The Client shall not be responsible for federal, state and local taxes derived from the Consultant's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Consultant.

3.0. **Independent Consultant Status**

- 3.1 The Parties intend that the Consultant and any Consultant Personnel be engaged as independent Consultants of the Client. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- 3.2 The Consultant may not act as agent for, or on behalf of, the Client, or to represent the Client, or bind the Client in any manner.
- 3.3 The Consultant will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Client.

4.0. **Ownership**

The Parties shall keep the nature of this work private, unless required by law and / or mutually agreed to; public representations about the Parties' work shall not be made, to ensure candid and complete advice, unless otherwise required by law and / or mutually agreed to.



5.0. Representations

Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

6.0. Confidential Information

6.1 Each Party (on its behalf and on behalf of its sub-Consultants, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving Party reasonably should know is confidential ("Confidential Information") as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

6.2 Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

7.0. Liability

Neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the Parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

8.0. Disclaimer of Warranty

The warranties contained herein are the only warranties made by the parties hereunder. Each party makes no other warranty, whether express or implied, and expressly excludes and disclaims all other warranties and representations of any kind, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. The client does not provide any warranty that operation of any services hereunder will be uninterrupted or error-free.

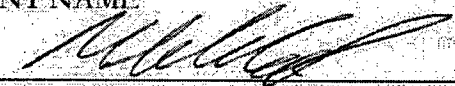


9.0 Miscellaneous Provisions

- 9.1. This Agreement, and any appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.
- 9.2. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).
- 9.3. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- 9.4. This Agreement shall not be assigned by either party without the express consent of the other party.
- 9.5. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
- 9.6. This Agreement is to be governed by and construed in accordance with the laws of the State of Maryland without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Maryland. Each party hereby consents to the exclusive personal jurisdiction and venue of the courts, State and Federal, having jurisdiction in the State of Maryland.

The Parties are signing this Agreement on the date stated in the introductory clause.

CLIENT NAME

By: 
Name: Mark Alsalih
Title: President, ISSP

CONSULTANT NAME

By: 
Name: Joel Rubin
Title: President, WSG