

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

Andreae & Associates
601 13th St, NW Ste 290N
Washington, DC 20005

2. Registration No.

6371

3. Name of Foreign Principal

Lapis Middle East and Africa

4. Principal Address of Foreign Principal

Office 401, Level 4, Building 4
Studio City
Dubai, UAE

5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- | | |
|---|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Lapis provides strategic communications services to a variety of clients, including the United Nations, IGOs and NGOs, the US government and Department of Defense.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Lapis Communications is owned by The MOBY Group, the largest media company in Afghanistan. MOBY Group is privately owned by Saad Mohseni, an Afghan-Australian businessman and entrepreneur. Jahid Mohseni, an Afghan-Australian citizen is the current CEO of Lapis. At time of contract signing, Faheem Ahamed, an Indian citizen, was CEO.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
4/4/18	Charles Andreae, President	/s/ Charles Andreae

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Andreae & Associates	2. Registration No. 6371
3. Name of Foreign Principal Lapis Middle East and Africa	

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Creative development, production, release and marketing of six multimedia products focused on an investigation into the role of the state of Qatar and the state's connection to global terrorism.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant's activities on behalf of the foreign principal may include communications with members of Congress and Congressional staff, think tanks, reporters, academics and media personalities.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
4/4/18	Charles Andreae, President	/s/ Charles Andreae

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



POSITIVE CHANGE THROUGH STRATEGIC COMMUNICATION

CONSULTANT AGREEMENT

THIS AGREEMENT is made on the date set out at item 1 of the Schedule ("Agreement")

BETWEEN

LAPIS MIDDLE EAST & AFRICA FZ-LLC (Lapis MEA) a company registered in the United Arab Emirates and having its office situated at Office 410, Level 4, Building 4, Studio City, Dubai, United Arab Emirates ("LAPIS");

AND

ANDRAE & ASSOCIATES, INC, with offices at 601 13th St, NW, Suite 290N, Washington, DC 20005

("Consultant(s)")

RECITAL:

LAPIS wishes to engage the Consultant, and the Consultant has agreed, to perform services, on the terms and conditions of this Agreement.

The Parties agree as follows:

1 COMMENCEMENT

LAPIS engages the Consultant commencing on the date set out in Item 1 of the Schedule to provide the services on the terms and conditions set out in this Agreement.

2 SERVICES

2.1 Services

The Consultant is engaged, to provide, the services set out in Item 2 of the Schedule and those services as specified from time to time by LAPIS ("Services").

2.2 Hours of Services

During the hours of the Consultant's engagement, the Consultant must ensure that the Consultant devote the whole of the Consultant's time, attention and skill to the proper performance of the Services.

2.3 Standard of Care

The Consultant must exercise the skill, care and diligence of an expert provider of the Services in the performance of the Services.

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POSITIVE CHANGE THROUGH STRATEGIC COMMUNICATION

3 CONFLICT OF INTEREST

The Consultant must not, during the engagement, be concerned in any capacity in any other business activities including, but not limited to, providing consulting or associated services to other organizations which, in the reasonable opinion of LAPIS, may compete with, or damage the business of, LAPIS or a related party, except with the prior written consent of LAPIS. A breach of this provision by the Consultant will be grounds for termination under clause 12.3.

4 TERM, LOCATION & KEY PERSON

4.1 Term/Hours

The Services are to be provided during the hours and/or term as set out in item 3 of the Schedule. These hours may be varied by written notice from LAPIS.

4.2 Venue

The Services are to be performed at the venue/s set out in item 4 of the Schedule, and in accordance with Clauses 9.3 and 10 of this Agreement. The Consultant may be required to attend other locations or premises from time to time, as required by LAPIS.

4.3 Key Person

The Consultant must engage the key person or people as set out in item 5 of the Schedule to perform the Services.

5 FEES

5.1 Fees

Subject to clauses 5.2 and 5.3, LAPIS will pay the Consultant the fees in the manner and at the intervals specified in item 6 of the Schedule.

5.2 Invoices

5.2.1. The Consultant's payment is subject to the Consultant submitting a valid invoice in accordance with any relevant laws.

5.2.2. Invoices are to be submitted by the deadline nominated in item 7 of the Schedule.

5.2.3. Invoices and payment will be in the currency set out in item 8 of Schedule.

5.3 Deductions

5.3.1. So far as is permitted by law, the Consultant authorizes LAPIS to deduct from fees due to be paid to the Consultant all debts owed to LAPIS. This includes, but is not limited to:

5.3.1.1. the balance of any outstanding loans and/or deductions in respect of tax;

LAPIS

POSITIVE CHANGE THROUGH STRATEGIC COMMUNICATION

- 5.3.1.2. Compensation to LAPIS for any failure by the Consultant to give the requisite notice of intention to terminate the engagement;
- 5.3.2. the cost of replacement or repair of any of LAPIS property that has been in the Consultant possession, and which has either been damaged (whether wilfully or through negligence), or retained in contravention of clause 12.3.12; and
- 5.3.3. any loss or damage suffered by LAPIS as a result (directly or otherwise) of the Consultant errors, wilful neglect of duty, negligence or incompetence.

6 LEGAL COMPLIANCE

6.1 Registered and Licenced

The Consultant agrees to ensure that the has all of the necessary licences, insurances and registrations (including any tax registrations) to perform the Services as a contractor (including, but not limited to, personal indemnity insurance, professional liability insurance and any insurances where required by local law, including, workers' compensation insurance and as set out in Item 9 of the Schedule, where applicable or required by local law) and the Consultant agrees to immediately inform LAPIS if any such licence, insurance or registration lapses or is cancelled.

6.2 Copies of Insurance Policies and Licenses

The Consultant will provide LAPIS with copies of any insurance policies, licences or registrations (referred to in clause 6.1) immediately upon request.

6.3 Comply with Laws

The Consultant agrees to comply with all relevant laws and regulations relating to the provision of the Services, including but not limited to laws and regulations relating to Anti-Bribery and Anti-Corruption. The Consultant and any of the Consultant's employees must conduct yourselves in a manner which will not:

- 6.3.1 cause the LAPIS any Affiliate to breach any applicable laws and regulations; or
- 6.3.2 result in any risk to any licenses or approvals under which LAPIS and any Affiliate operates, including but not limited to licenses required to be held by the direct or indirect shareholders of LAPIS and its Affiliates to maintain their investment in the LAPIS and its Affiliates.

6.4 Anti-Corruption Policy

The Consultant further agree that during the Agreement, except as expressly permitted by written Law or by the LAPIS anti-corruption policy, the Consultant or any of its employees or agents or subcontractors will not make any payment or transfer anything of value, directly or indirectly, to:

- 6.4.1 any Governmental official or consultant (including consultants of Government-owned and Government controlled entities and public international organizations);

LAPIS

POSITIVE CHANGE THROUGH STRATEGIC COMMUNICATION

- 6.4.2 any political party, official of a political party, or candidate for public office;
- 6.4.3 any intermediary, including but not limited to, agents or family members of Government officials, for payment to any Government official;
- 6.4.4 any other consultant or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with the LAPIS's affairs;
- 6.4.5 any business entity selling a competing product or services in order to eliminate or restrict competition, including, but not limited to Agreements to divide the market; or
- 6.4.6 any other consultant or entity if such payment or transfer would violate the laws of the Country in which the transaction is made.

If the Consultant is made aware of or has reason to suspect any breach of the clauses above, the Consultant must immediately notify LAPIS. The Consultant indemnify LAPIS against any losses, liabilities, damages, costs and expenses incurred by the Consultant as a result of any breach of this provision by the Consultant or its employees, agents or subcontractors.

6.5 Tax

Except as required by law, the Consultant will be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and will be responsible for all payroll taxes and fringe benefits of Consultant's employees. Except if required by law, no income tax, nor payroll tax of any kind, will be withheld or paid by LAPIS on behalf of the Consultant. The Consultant is responsible to pay, according to law, the Consultant's taxes and will, when requested by LAPIS, properly document to LAPIS that any and all taxes have been paid.

7 NATURE OF RELATIONSHIP

7.1 Independent Contractor

The Consultant is engaged as an independent contractor and not engaged as an employee, agent, representative or partner of LAPIS, unless explicitly requested to in writing by LAPIS; nothing contained in this Agreement will create any agency, partnership, association, or joint venture between the Consultant and LAPIS, unless explicitly requested to in writing by LAPIS. The Consultant has no right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of LAPIS, or to bind LAPIS contractually in any manner whatsoever, nor will LAPIS have any such right or authority in relation to the Consultant. The Consultant will not make any representation, express or implied, that it is an agent or representative of LAPIS, unless explicitly requested to in writing by LAPIS.

7.2 Employment Benefits

The Consultant will at all times during and after the engagement by LAPIS, remain liable for any and all employment related benefits (including but not limited to, wages, allowances, overtime, annual leave, personal leave, long service leave,



superannuation, workers' compensation, award or enterprise agreement entitlements) to which the Consultant or any employee of the Consultant may become entitled, as a result of their involvement in providing the Services.

8 INDEMNITY

The Consultant will indemnify LAPIS for any loss, damage, claims, penalties and injuries of any manner whatsoever suffered by LAPIS as a result of:

- (i) Any finding that the Consultant is an employee of LAPIS;
- (ii) Any wilful or negligent act or omission by the Consultant;
- (iii) Any breach by the Consultant of any laws including, but not limited to, those relating to, copyright, occupational health and safety, discrimination or sexual harassment; or
- (iv) Any breach of this Agreement by the Consultant.

9 WORK RULES

9.1 Work rules

LAPIS may make rules for the effective and safe operation of LAPIS's business and for the welfare and interests of visitors, contractors and employees. LAPIS may vary the work rules and make new work rules as it considers appropriate. These work rules do form part of this contract.

9.2 Notice of work rules

LAPIS will give the Consultant notice of any applicable work rules and of any amendment to such work rules. Notice may be in the form of circulars to staff and contractors, notices posted on notice boards, procedures, manuals or otherwise as LAPIS thinks fit.

9.3 Compliance

The Consultant agrees to comply with all work rules and understand a breach of such rules may lead to the immediate termination of its engagement.

10 CONFIDENTIAL INFORMATION

10.1 Confidentiality, Security and Reproduction

The Consultant agree to keep confidential, to maintain proper and secure custody of and not to reproduce in any form, any Confidential Information except as authorised by LAPIS, or as required by law. The Consultant's obligations under this clause continue after the termination of this Agreement.

10.2 Ownership of Confidential Information

The Consultant agrees that all Confidential Information is, and remains, the property of LAPIS.

LAPIS

POSITIVE CHANGE THROUGH STRATEGIC COMMUNICATION

10.3 Delivery of Confidential Information

The Consultant must on termination of this Agreement, or earlier if requested, return to LAPIS all documents and electronically stored records, containing Confidential Information and all modifications to, copies of, or extracts from, such documents or records, and after returning to LAPIS any Confidential Information stored on the Consultant's own computer equipment must permanently erase the Confidential Information from that equipment.

10.4 Breaches

Breach of any part of Clause 10 may lead to:

- 10.4.1. Immediate termination of this Agreement; and/or
- 10.4.2. civil proceedings to restrain the Consultant from disclosing the Confidential Information to a third party or from making unauthorised personal use of it, and, if LAPIS suffers loss as a result of unauthorised use or disclosure, an account of profits and damages.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 Assignment of Intellectual Property Rights

The Consultant hereby:

- 11.1.1. assigns to LAPIS all existing and future Intellectual Property Rights in all results, information, inventions, models, designs, drawings, plans, software, reports, proposals, brands and other materials created or generated (whether alone or with other contractors or employees of LAPIS) for use by LAPIS or its related bodies corporate ("Contractor Works"); and
- 11.1.2. acknowledges that by virtue of this clause all such existing rights are vested in LAPIS and, on their creation, all such future rights will vest in LAPIS (including but not limited to any moral rights).

11.2 Operation of Intellectual Property Rights

The Consultant agrees that Clause 11 operates regardless of whether the Contractor Works:

- 11.2.1. are made during or outside of the normal working hours set out in item 3 of the Schedule;
- 11.2.2. are made at or away from the normal location set out in item 4 of the Schedule; or
- 11.2.3. incorporate subject matter created or discovered outside of the course of the engagement.

11.3 Survival of Intellectual Property Rights

The terms of this Clause 11 survive the termination of this Agreement.



12 TERMINATION

12.1 Termination by either party

The engagement may be terminated at any time upon either party giving to the other the period of notice set out in item 9 of the Schedule.

12.2 Payment in lieu of notice

12.2.1. LAPIS may either, at its sole discretion:

12.2.1.1. Retain the Consultant's services during all or part of the notice period; or

12.2.1.2. Pay the Consultant in lieu of notice for that part of the notice period for which Your services are not retained.

12.2.2. If LAPIS elects to retain the Consultant's services in accordance with clause 12.2.1.1, LAPIS may direct the Consultant to not attend its place of business, but to remain available to LAPIS to perform services in accordance with this Agreement, for all or part of the notice period.

12.3 Immediate termination

LAPIS may terminate this Agreement without notice (or payment in lieu) in the event of:

12.3.1. an act or omission constituting serious misconduct concerning the Services;

12.3.2. the wilful neglect by the Consultant to carry out the Services;

12.3.3. the failure or refusal to comply with a lawful and reasonable direction given to the Consultant in regards to the services required by LAPIS or any other person authorised by LAPIS;

12.3.4. the Consultant committing a serious or persistent breach of any of the provisions of this Agreement;

12.3.5. the Consultant engaging in any conduct which may injure the reputation or standing of LAPIS;

12.3.6. the Consultant's conviction for an offence involving fraud or dishonesty;

12.3.7. conviction of any offence by the Consultant that is punishable by imprisonment;

12.3.8. the Consultant committing an act of dishonesty or theft in relation to the engagement;

12.3.9. the Consultant being found to have provided false, misleading or deceptive material during the pre-engagement negotiation and/or approval process;

12.3.10. the Consultant engaging in sexual harassment, discrimination or bullying;



12.3.11. the Consultant engaging in workplace violence or committing an assault in the course of the engagement; or

12.3.12. the Consultant being intoxicated through drugs or alcohol whilst providing the Services.

13 RETURN OF PROPERTY

On termination of this Agreement (for any reason), or earlier, upon demand, the Consultant must return to LAPIS, in good condition, all of LAPIS's property, security passes/keys, documents, discs/USBs and all other tangible items and all Confidential Information and electronically stored records containing any Confidential Information in the Consultant's possession or control. The Consultant acknowledges that LAPIS may provide a computer or other tools of trade for the purposes of the provision of the Services and if provided, the Consultant agrees to return the computer or other tools of trade in accordance with this clause.

14 RESTRICTION AFTER TERMINATION

14.1 Non-solicitation

On the Consultant's own account or for any other body or person, Consultant will not:

14.1.1. directly or indirectly solicit or attempt to solicit away from LAPIS, any of LAPIS's employees, clients, suppliers or contractors with whom the Consultant has had direct contact or dealings with, in the 12 months preceding the termination of the engagement;

14.1.2. work for or prepare work for a Competitor; or

14.1.3. be involved with, or prepare to be involved with, a Competitor, unless expressly agreed with Lapis, at Lapis's sole discretion.

14.2 Competitor

For the purposes of clause 14.1, "Competitor" means an organisation, or part of an organisation, that competes with LAPIS or another entity within the Moby Group of companies.

14.3 Publication

During the Agreement and after termination of the Agreement, the Consultant will not, except as a representative of LAPIS or with the prior written approval of LAPIS, whether paid or unpaid, be directly or indirectly engaged, concerned or have any interest in the publication of any material, whether written or otherwise, that is any way linked to, or would have an effect on, the business of LAPIS or its Affiliates.

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POSITIVE CHANGE THROUGH STRUCTURE AND INNOVATION

14.4 Restraints Reasonable

14.4.1. The Consultant and LAPIS consider the restraints contained in this clause to be reasonable and intend the restraints to operate to the maximum extent.

14.4.2. If these restraints:

14.4.2.1. are void as unreasonable for the protection of the interests of LAPIS; and

14.4.2.2. would be valid if part of the wording was deleted or the period or area was reduced;

the restraints will apply with the modifications necessary to make them effective.

14.5 Restraints Independent

The Consultant and LAPIS agree that each restraint contained in clauses 14.1 and 14.3 is a separate covenant and are severable from each other restraint, so that the unenforceability of any restraint does not affect the enforceability of the other restraints.

14.6 Widest is applicable

If there is any inconsistency or contradiction between several prohibitions or restraints which are not invalid or unenforceable, the prohibition or restraint with the widest application, to the exclusion of any other prohibition or restraint, constitutes the prohibition or restraint agreed between the parties.

14.7 Survival of obligations

The obligations under this Clause 14 survive the termination of this Agreement.

15 GENERAL

15.1 Definitions

In this Agreement, unless the context otherwise requires:

Affiliate means, with respect to LAPIS, any other person or organization that, directly or indirectly, whether through one or more intermediaries, controls, is controlled by or is under common control by either a parent organization, a subsidiary, a sister concern or a subsidiary of the parent organization of LAPIS.

Confidential Information means all confidential information and trade secrets of LAPIS and materials in any form (that is, whether in documentary, visual, oral, machine readable or any other format) including, but not limited to:

- any ideas, techniques, designs, methods, programs, materials, document or manuals of LAPIS used in its business;

LAPIS

POSITIVE CHANGE THROUGH STRATEGIC COMMUNICATION

- any information relating to the business affairs, accounts, marketing or business plans, prospects, research, management or finances of LAPIS, and any data bases, data surveys, records, reports, software, documents, material or other information whether in writing or otherwise concerning LAPIS or any of its customers or suppliers;
- details/ideas/concepts in relation to planned or potential marketing events or promotional activity that LAPIS is holding, or may hold, or is otherwise involved in;
- customer, donor and supplier details contained on LAPIS's database;
- any other programs, techniques, or processes developed and used by LAPIS from time to time;
- LAPIS's contacts, accounting records, billing records and practices and information relating to the goodwill of LAPIS's business;
- LAPIS's debtors' and creditors' invoices;
- LAPIS's banking details;
- trade secrets, ideas, processes, methodologies and know how possessed by, or for, LAPIS;
- computer software, systems, precedents and programs possessed by, or for, LAPIS;
- confidential know-how;
- any information which has been disclosed to LAPIS by customers or donors;
- any information relating to LAPIS's customers or donors;
- all details contained on any data base of LAPIS's customers or donors;
- all information disclosed to LAPIS subject to confidentiality obligations; and
- any document that is marked as confidential and/or that a reasonable person in the Consultant's position would regard as confidential; and

of which the Consultant becomes aware and/or which is generated (both before and after the day this Agreement is signed) in the course of, or in connection with, this Agreement with LAPIS. Confidential Information does not include information and materials, which are lawfully in the public domain, other than through a breach of Clause 8 by the Consultant.

Intellectual Property Rights means all intellectual property rights including without limitation:

- patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have Confidential Information kept confidential; and

LAPIS

POSITIVE CHANGE THROUGH FINANCIAL EDUCATION

- any application or right to apply for registration of any of those rights.

15.2 Interpretation

In this Agreement headings are for convenience only and do not affect interpretation and, unless the context otherwise requires:

- 15.2.1. words importing the singular include plural and vice versa;
- 15.2.2. words importing a gender include any gender;
- 15.2.3. other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- 15.2.4. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa; and
- 15.2.5. a reference to a document or agreement includes all amendments or supplements to, or replacements or novation of, that document or agreement.

15.3 Amendment

This Agreement may only be amended by a document duly executed by the parties.

15.4 Acknowledgment

The Consultant acknowledges that in entering into this Agreement, the Consultant has not relied on any representations or warranties about its subject matter, except as expressly provided by the written terms of this Agreement.

15.5 Severability

If a provision, or part provision, in this Agreement is held to be invalid or unenforceable, that provision, or part provision, is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions.

15.6 Dispute Resolution

If a dispute arises between LAPIS and the Consultant arising out of or in connection with the Agreement or the Services:

- 15.6.1. the party raising the dispute must notify the other party in writing of the nature of the dispute and give adequate particulars to identify the dispute.
- 15.6.2. Within 14 days of the giving of the written notice under clause 15.6.1 (or such longer period of time as the parties may agree in writing), the parties must meet to attempt to resolve the dispute.

LAPIS

POSITIVE CHANGE THROUGH STRATEGIC COMMUNICATION

15.6.3 If the Parties unable to resolve the dispute with within 14 days of first meeting to discuss the dispute then the dispute is to be referred to arbitration in the Dubai International Arbitration Centre (DIAC) and will be conducted in English.

15.7 Governing law& Jurisdiction

This Agreement is governed by the laws of the United Arab Emirates and the Parties will submit to the non-exclusive jurisdiction of the Courts of the DIFC in the United Arab Emirates in respect of any disputes arising out of this Agreement.

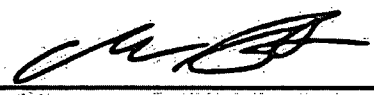
LAPIS

POSITIVE CHANGE THROUGHOUT MIDDLE EAST COMMUNICATIONS

Executed as an Agreement

**SIGNED by: Charles Andreae
President, Andreae & Associates**

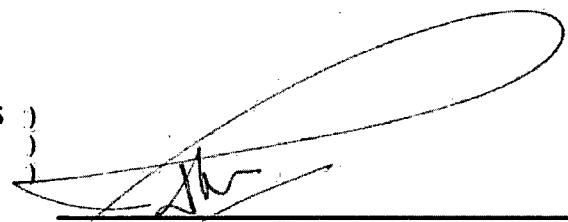
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Date 17 / 8 / 2017

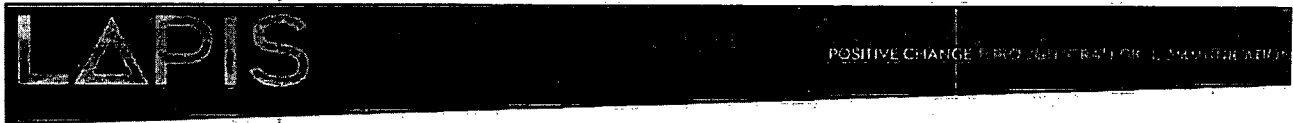
Consultant

**SIGNED for and on behalf of: LAPIS)
MIDDLE EAST & AFRICA FZ-LLC)**



Date / / 2017

Faheem Ahamed, CEO



SCHEDULE	
1. Commencement Date	August 13, 2017
2. Services	<p><u>Reporting to:</u> Colin Judd and Faheem Ahamed</p> <p><u>Services:</u> Provision of creative services ("Services"), include the scope of work as follows:</p> <ul style="list-style-type: none"> - Scope of Work: 1. Creative development and production of six multi-media products.
3. Term	<ol style="list-style-type: none"> 1. The term of this Agreement shall commence on the August 13, 2017 and shall end on September 28, 2017. 2. This Agreement shall terminate as above unless renewed in writing by the Parties at least one week prior to the end of the Term.
4. Venue	Normally the Services must provide the services in person unless otherwise agreed in advance with Lapis line management. In any case, the Services will be provided in accordance with Clauses 9.3 and 10 of this Agreement, especially if in a venue other than on site in the Lapis offices.
5. Key Person/People	William Nixon of Policy Impact Communications, Alex Braha and Chip Andrae of Andrae & Associates



POSITIVE CHANGE THROUGH COMMUNICATION

<p>6. Fees and Payment</p>	<p>PAYMENT STRUCTURE: The Consultant will be paid as agreed between the Parties in exchange for the full scope of services detailed above. Consultant will submit a complete and valid invoice each month or as needed, which shall include his name, business name (if any), address, as well as Bank account name, Bank details, Account number and IBAN information.</p> <p>Fee: LAPIS agrees to pay Consultant a retainer of \$565,200 due in two installments. Business expenses ("Expenses") exceeding \$250 must receive written prior approval from LAPIS.</p> <p>Payment: Eighty percent (80%) of payment (\$452,160) is due at signature of this agreement and twenty percent (20%) (\$113,040) is due upon delivery.</p> <p>Method of Payment The fees will be paid directly into a bank account nominated by the Consultant:</p> <p>PNC Bank Account: [REDACTED] Swift Code: [REDACTED] Routing: [REDACTED]</p> <p>Andreae & Associates, LLC. 601 13th St, NW Suite 290N Washington, DC 20005</p>
<p>7. Invoice submission</p>	<p>Invoice to be addressed to:</p> <p>Lapis Middle East & Africa FZ-LLC Colin Judd</p> <p>Email: Colin.Judd@lapis-communications.com Mobile #: +971 564159576</p> <p>Invoices must be submitted no later than three (3) months from the date of this Agreement. Consultant will risk non-payment of any invoices submitted after this time.</p>
<p>8. Currency</p>	<p>United States Dollars</p>
<p>9. Insurance</p>	<p>As required by local law</p>
<p>10. Notice of termination</p>	<p>1 week by Consultant in writing or as otherwise mutually agreed or extended in writing</p>