

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 Greenwich Media Strategies, LLC	2. Registration No. 6380
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3. Name of Foreign Principal Iraq Private Banks League	4. Principal Address of Foreign Principal Baghdad, Al Karada Babylon District District 929 St. 30, Building 24
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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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- 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.

Private association of banks in Iraq.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

Owned by a foreign government, foreign political party, or other foreign principal

Yes No

Directed by a foreign government, foreign political party, or other foreign principal

Yes No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes No

Financed by a foreign government, foreign political party, or other foreign principal

Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes No

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

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.

The organization is a membership association comprised of private banks in Iraq.

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
June 27, 2018	Hagar Hajjar Chemali, Chief Executive Officer	/s/ Hagar Hajjar Chemali

eSigned

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

Greenwich Media Strategies, LLC

2. Registration No.

6380

3. Name of Foreign Principal

Iraq Private Banks League

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.
See attached contract.

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

- Advising on overall communications and public affairs strategy
- Assisting on media outreach efforts and media relations, including for events
- Reaching out to experts and United States Government officials
- Preparing relevant written materials for the Iraq Private Banks League and the Central Bank of Iraq

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.

See response to item 8.

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
June 27, 2018	Hagar Hajjar Chemali, CEO	/s/ Hagar Hajjar Chemali eSigned

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.



June 26, 2018

Mr. Ali Tariq Mostaf
Executive Director
Iraq Private Banks League

Dear Ali:

Engagement and Services:

Greenwich Media Strategies, LLC ("we," "us" or "our") appreciates the opportunity to assist the Iraq Private Banks League ("IPBL," "you" or "your") with certain strategic communications services described below (the "Services"). We know that you put integrity and high quality work at the top of your priorities and we will ensure all your needs are served with the highest standards of quality and integrity. This letter sets forth the understanding (this "Agreement") regarding our and your relationship and terms upon which we provide you with the Services.

Terms of Services

1. The Services.

(a) We will provide the professional services (the "Services") and furnish the Deliverables (as defined in Section 5 hereof) described in the Statement of Work to this Agreement (the "SOW"), set forth as Schedule A hereto, incorporated herein by reference. You agree to cooperate with us in the performance of the Services, including, without limitation, providing us with reasonable facilities and timely access to data, information and your personnel, and you acknowledge and agree that our performance is dependent upon the timely and effective satisfaction of your responsibilities hereunder and as set forth in the SOW and your timely decisions and approvals in connection with the Services. You agree to perform such obligations in accordance with, and subject to, the applicable SOW. Your failure to assign sufficient personnel having skills commensurate with their role with respect to such engagement could adversely affect our ability to provide the Services.

(b) You acknowledge and agree that we may, in performing our obligations pursuant to this Agreement, be dependent upon or use data, material, and other information you furnish without any independent investigation or verification thereof, and that we shall be entitled to rely upon the accuracy and completeness of such information in performing the Services. We, in performing the Services, will be making recommendations and providing advice, but all decisions as to implementing such advice and recommendations shall be made by you and shall be your sole responsibility, and we shall be entitled to rely on all of your decisions and shall not be liable to you for any results obtained or not obtained as a consequence of your implementation of or reliance upon any such advice or recommendation. We will provide the Services based on your requirements as communicated by you. You are responsible for conducting any appropriate risk management and legal analysis necessary in addition to the Services.

2. Independent Contractor.

We are an independent contractor and not your employee, agent, joint venturer or partner. We shall be solely responsible to determine the method, details and means of performing our Services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their state and federal income tax, unemployment insurance, Social Security and other applicable employee withholdings. We shall not hold ourselves out as your agent nor shall we contract or otherwise make any commitments to any third party on your behalf without your prior consent.

3. Fees and Expenses.

(a) Our fees are set out in Schedule A, which is attached hereto, and incorporated herein, and we will invoice you monthly or as otherwise outlined in the SOW. You shall reimburse us for expenses reasonably incurred for travel and expenses associated with performing the Services unless otherwise set forth in the SOW.

DC: 6756524-1

MOB +1-203-249-1742 | EMAIL hagar@greenwichmedia.com

www.greenwichmedia.com



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(b) All invoices shall be submitted to IPBL at the physical or email address designated. IPBL shall pay all invoices in U.S. dollars within thirty (30) days of receipt of such funds from its client, except for any portion of an invoice that remains subject to a reasonable and timely dispute. Any invoice remaining unpaid for more than 30 days under these terms shall accrue interest compounded monthly to the extent allowable by law. You will also pay to us any sales and/or use taxes arising from or in connection with the Services and Deliverables (as defined below) that we provide under the SOW and we are required to collect or pay to tax authorities. This does not include our franchise taxes, taxes based on our income, or property taxes for which you are exempt by law.

(c) In the event that you have a reasonable dispute as to any portion of an invoice, you shall provide written notice of such dispute, including detail as to the affected amount(s) in dispute and the bases for such dispute, within 10 days of receipt of the applicable invoice. The parties shall use reasonable efforts to quickly resolve any such disputes in accordance with the Dispute Resolution provisions below. Without limiting the rights and remedies otherwise available at law or equity, if our invoices are not paid in a timely manner (except for any portion of an invoice that remains subject to a reasonable and timely dispute as referenced above), we shall have the right to suspend our performance without liability to you.

4. Confidentiality.

(a) Greenwich Media and IPBL agree to comply fully with US laws covering the representation of foreign governments and interests in the United States, specifically including the Foreign Agents Registration Act (FARA) and Lobbying Disclosure Act (LDA). Greenwich Media and IPBL acknowledge and agree that under FARA, Greenwich activities that involve contacts with certain US persons must be publicly disclosed through regular filings with the US Department of Justice, and FARA also requires public disclosure of contracts with and expenses on behalf of the foreign client that involves covered activities.

(b) You and we are each a disclosing party ("Provider") and a receiving party ("Recipient") in connection with the Services and this Agreement. Each Recipient shall maintain in strict confidence all Confidential Information obtained from the Provider in connection with the Services and shall only use such Confidential Information in connection with the Services. "Confidential Information" means all non-public, confidential, proprietary and/or competitively sensitive materials, data or information, in any form, whether oral, written or electronic, that is related to the Provider, including, without limitation, structure and organization; financial condition; forecasts, budgets and objectives; customers; vendors; marketing and strategic plans; systems design; technical data; systems planning and initiatives; methodologies, processes, and analyses; market research; and research and development efforts, and that either (i) the Provider has marked or otherwise designated as being "Confidential" at the time of disclosure, or (ii) by its nature should reasonably be understood by the Recipient to be considered by the Provider to be its Confidential Information. Notwithstanding this, "Confidential Information" does not include any information that: (iii) at the time of disclosure or thereafter was generally available to the public (other than as a result of a disclosure directly or indirectly made in violation of this Section 4), (iv) was or is made available to Recipient on a non-confidential basis other than pursuant to the Services, provided, that the source is not or was not known by Recipient to be bound by an obligation of confidentiality applicable to the information, (v) has been independently acquired or developed by Recipient without reliance on the Confidential Information of the Provider, or (vi) was available to Recipient on a non-confidential basis prior to its disclosure by the Provider.

(c) Recipient further agrees that no Confidential Information obtained by it from Provider shall be disclosed to any third party, except duly authorized employees, representatives, contractors, subcontractors and advisors of Recipient or its subsidiaries or affiliated companies who need to know such information in connection with the Services (except as required by law, including FARA). Recipient shall be responsible for any breach of this Section 4 by employees, representatives, contractors, subcontractors and advisors of it or its subsidiaries or affiliated companies. Each Recipient will immediately notify Provider upon discovery of any unauthorized use or disclosure of Confidential Information obtained by or from Provider, and will help Provider retain possession of the Confidential Information and prevent further unauthorized use or disclosure.

(d) Each Recipient shall, upon request by the Provider promptly return all Confidential Information in its possession that was obtained from the Provider in connection with the Services or alternatively, Recipient may certify to the Provider that all such Confidential Information has been destroyed (except as required by law, including FARA).

(e) The rights and obligations of the parties set forth in this Section 4 shall continue until the earlier of either (i) when such Confidential Information no longer constitutes "Confidential Information" hereunder; or (ii) five (5) years from the date of disclosure, provided that the rights and obligations respecting any Confidential Information that constitutes a trade secret shall continue to survive indefinitely.



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(f) Neither party shall, except with the other party's prior written consent, make any use or mention of the other party's name, logo, or other trademarks, including, but not limited to, in any press release, marketing materials, website, or any other communications written or otherwise; provided, however, that we may in marketing materials and presentations refer to you as our client or former client (as applicable).

5. Deliverables, Intellectual Property and License.

(a) Upon full payment of all amounts due to us in connection with the Services, all of our right, title and interest in the tangible reports, documents or other medium in which the deliverables specified in the SOW are delivered to you (the "Deliverables"), specifically excluding Consultant Property (as defined in Section 5(b) below), are hereby irrevocably assigned to you. The parties intend and agree that any Deliverables to be produced by us pursuant to this Agreement shall conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. Section 101, and that you will be the copyright owner thereof.

(b) Notwithstanding the foregoing, we shall retain sole and exclusive ownership of and all right, title and interest in all of our intellectual property existing prior to our performance of the Services (and any and all customizations, enhancements, modifications or derivative works based thereon), all of our work papers created during the course of providing the Services, and any and all ideas, concepts, expertise, know-how and learnings we may discover, acquire or develop during the provision of Services which is of general application and does not contain any of your Confidential Information or other information specific to you (all of the foregoing the "Consultant Property"). To the extent the Deliverables provided to you contain Consultant Property or require the utilization of Consultant Property, we grant to you the irrevocable, perpetual, non-exclusive, worldwide, royalty-free, paid-up right and license for your own, internal use only, to use, execute, reproduce, display, perform, modify, and distribute copies of such Consultant Property, as reasonably required solely in conjunction with your internal use.

6. Warranties and Warranty Obligations.

(a) We warrant that our services will be performed in a professional and workmanlike manner, in accordance with the SOW. In the event that you reasonably determine that any portion of the Services or Deliverables has not been performed or provided in accordance with this warranty, you will promptly (and in any event within 10 days of our delivery of such Services or Deliverables) provide a written notice detailing the specific non-conformance or deficiency. We will promptly (and in any event within 10 days after receipt of your notice, unless otherwise mutually agreed with you) correct, revise or re-perform, as appropriate ("Correct") the affected Services or Deliverable at no additional cost to you. If the non-conformance or deficiency cannot be Corrected by us within that time frame, or in the event that your efforts to Correct the non-conformance or deficiency are not reasonably satisfactory to you, then as our sole and exclusive obligation to you hereunder, we will promptly issue a refund to you of the amounts paid respecting the portion of Services or Deliverable which remains non-conforming or deficient.

(b) We further warrant that all of the Deliverables provided in connection with the SOW are our own work product unless you have been otherwise advised, and such Deliverables in the form delivered to you shall not infringe upon or misappropriate any applicable copyright, trademark, or patent of any third party, when used in the form provided and in the manner contemplated by the SOW. If an intellectual property infringement claim constituting a violation of the foregoing is made by a third party against you concerning the Deliverables, then we shall, at our sole cost and expense, either (A) obtain for you from such third party a royalty-free, paid up, unrestricted, worldwide license to use the Deliverables in the form provided and in the manner contemplated by the SOW for your internal purposes, or (B) amend or otherwise modify the Deliverables so that such items do not, whether individually or collectively, infringe upon such third party's intellectual property, all to your reasonable satisfaction and in accordance with the purpose of the Services to be provided hereunder. If you are unable to perform either A or B using commercially reasonable efforts, we may terminate this Agreement and you will refund the paid portion of the fees applicable to the infringing Deliverable.

(c) Notwithstanding the above, we do not warrant and are not responsible for (i) any data, inputs, information, documents, or materials which are provided, or actions which are taken, by or on behalf of you; (ii) any changes or modifications of a Deliverable which were not made or otherwise approved in writing by us; or (iii) your use of a Deliverable, either alone or in combination with any other product, service or information, in a manner not contemplated by the parties in the SOW.

(d) THE FOREGOING WARRANTIES AND REMEDIES ARE OUR ONLY WARRANTIES AND YOUR SOLE AND EXCLUSIVE REMEDIES CONCERNING THE SERVICES, DELIVERABLES, AND ANY WORK PRODUCT PROVIDED, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, AND OBLIGATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE



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HEREBY DISCLAIMED. YOU UNDERSTAND THAT WE CANNOT AND DO NOT WARRANT THE ABSOLUTE EFFECTIVENESS OF OUR SERVICES OR THAT THE ENGAGEMENT OF US, YOUR USE OF ANY PROVIDED DELIVERABLE OR WORK PRODUCT, OR YOUR IMPLEMENTATION OF ANY RECOMMENDATIONS MADE OR ADVICE PROVIDED IN CONNECTION WITH THE SERVICES, WILL ACHIEVE YOUR OBJECTIVES OR OTHERWISE ANY PARTICULAR RESULT.

7. Indemnification and Limitation on Liability.

(a) We will, to the extent allowable by law, defend, indemnify, and hold you, your agents, officers, and employees, harmless against all costs, fees, expenses, damages and liabilities (including reasonable attorneys' fees and costs) to the extent arising from a third party claim that is based upon an allegation by a third party that the Services or Deliverables infringe upon or misappropriate any copyright, trademark, patent or trade secret right of such third party, provided that we shall have no obligation to indemnify you to the extent the third party claim arises out of or relates to (i) your use of a Deliverable either alone or in combination with any product or information in a manner not contemplated by the parties under the SOW, or (ii) your failure to use corrections or modifications made available to you if such correction or modification would have prevented the infringement.

(b) You will, to the extent allowable by law, defend, indemnify, and hold us, our parent, subsidiaries, affiliates, officers, directors employees, contractors and agents harmless against all costs, fees, expenses, damages and liabilities (including reasonable attorneys' fees and costs) to the extent resulting from a third party claim that is based upon our use of your provided Confidential Information, data, materials, information systems, software or other of your technology to the extent that such use was authorized by you and in accordance with your instructions.

(c) OUR TOTAL LIABILITY UNDER THE STATEMENT OF WORK OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ANY DELIVERABLES OR WORK PRODUCT PROVIDED, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES OWED TO US BY YOU UNDER THE APPLICABLE SOW. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OR LOSSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, SAVINGS, OR BUSINESS OPPORTUNITIES; ECONOMIC LOSS; LOSS OF USE, DOWNTIME OR LOST PRODUCTIVITY; OVERHEAD EXPENSES; OR DAMAGE TO REPUTATION OR GOODWILL) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED PURSUANT TO THE SOW, WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

8. Term and Termination.

(a) The term of this Agreement shall commence upon the aforesaid date and continue until all Services described in any outstanding SOW are completed, or otherwise until termination by either party as provided below. Either party may terminate this Agreement or any SOW at any time without cause on 30 business days' prior written notice. Either party may terminate this Agreement upon written notice to the other party in the event of a material breach by the other party, which breach remains uncured five (5) business days' after written notice thereof.

(b) In the event of any termination, unless specifically otherwise described for circumstances of early project termination in the SOW, you will pay us for all expenses incurred and all Services rendered through the effective date of termination, at the fee set forth in Schedule A, and all amounts already paid respecting the project as of the effective date of termination shall be deemed to be non-refundable.

9. Sanctions Compliance

(a) Nothing in this Agreement requires any Party to take any action, or refrain from taking any action, where doing so would be prohibited or penalized by U.S. sanctions.

(b) IPBL represents and warrants that none of its members is (i) a person whose property and interests in property is blocked under U.S. sanctions, including without limitation through inclusion on the U.S. List of Specially Designated Nationals and Blocked Persons; (ii) is organized under the laws of, ordinarily resident in, a jurisdiction subject to comprehensive U.S. sanctions (currently, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine); or (iii) is a part of the government of one of the foregoing jurisdictions (collectively, a "Sanctioned Party"). IPBL further represents and warrants that it is not procuring the Services on behalf of or for the benefit of any Sanctioned Party.



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(c) Notwithstanding anything to the contrary in Section 8, any breach of the representations and warranties set out in paragraph (b) will automatically cause this Agreement to be terminated immediately without any further notice, and we will not be required to continue performing our obligations under this Agreement. If this Agreement is terminated pursuant to this Section 9(c), then you must pay us consistent with Section 8(b), provided that receipt by us of such payment does not violate U.S. sanctions.

10. Dispute Resolution.

The parties agree that, in the event of a dispute, they will work together in good faith first to resolve the matter internally by escalating it to higher levels of management and, then if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation.

11. Insurance.

We shall maintain such insurance as is customary in the industry. Proof of insurance shall be provided to you upon your request.

12. General.

(a) This Agreement, including the schedules hereto, constitutes the entire understanding and agreement between the parties with respect to the subject matter contained herein, including, but not limited to, the Services and any Deliverables being furnished under the SOW. This Agreement supersedes all prior oral and written communications or agreements between the parties relating to the subject matters covered hereby, including, but not limited to, any prior agreement governing the treatment of confidential information, and may be amended, modified or changed only in writing when signed by both parties.

(b) No right or obligation under the Agreement will be deemed waived, and no breach of the Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

(c) The Agreement, its construction and enforcement shall be governed by the laws of the District of Columbia, U.S.A. without giving effect to its conflicts of law principles and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The parties agree that all actions arising under this Agreement that may be brought in court must be commenced in a court of general jurisdiction in the District of Columbia, U.S.A., and the parties irrevocably submit to the jurisdiction of such courts and waive any objection to either the jurisdiction of or venue in such court. If any term or provision of the Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other provisions hereof or the whole of the Agreement, but such terms or provisions shall be deemed modified to the extent necessary in the court's opinion to render such terms or provisions enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

(d) Neither party shall be liable to the other for any failure or delay in performance of its obligations under the Agreement (or any SOW) on account of terrorist attacks (or the threat thereof), strikes, shortages, riots, insurrections, fires, floods, storms, travel warnings or advisories, explosions, earthquakes, acts of God, war, governmental action or any other cause which is beyond the reasonable control of such party, including without limitation the actions taken by, or not taken by, the other party.

13. Notices.

All notices, requests and other communications permitted or required under the Agreement must be in writing, and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when actually received, (ii) by overnight courier upon confirmation of receipt at the organization address specified, (iii) by facsimile transmission upon confirmation of receipt of electronic transmission, or (iv) by certified or registered mail (return receipt requested, first-class postage prepaid), five days after deposit in the mail. All notices shall be sent to the addresses designated by each party.

We appreciate the opportunity to be of service to you and look forward to assisting IPBL in its representation of the Central Bank of Iraq on this important engagement. If the foregoing meets with your understanding, kindly sign where indicated below. If you have any questions or concerns, please feel free to contact Hagar Chemali at +1-203-249-1742.

Very truly yours,

Hagar Hajjar Chemali
Chief Executive Officer
Greenwich Media Strategies

MOB +1-203-249-1742 | EMAIL hagar@greenwichmedia.com

www.greenwichmedia.com



ACCEPTED AND AGREE TO BY:

By: *Ali Tariq*
Name: Ali Tariq
Title: Executive Director
Date: 6/26/18

GREENWICH MEDIA STRATEGIES, LLC
By: *Hagar Chemali*
Name: Hagar Chemali
Title: Chief Executive Officer
Date: 6/26/18



SCHEDULE A

To the letter agreement by and between
Greenwich Media Strategies, LLC ("we," "us" or "our") and
The Iraq Private Banks League ("IPBL," "you" or "your")
dated June 26, 2018

STATEMENT OF WORK

This is a Statement of Work referred to under the letter agreement described above (the "Agreement"). The terms and conditions of the Agreement are hereby incorporated by reference herein.

Scope of Services

Greenwich Media Strategies (GMS) will provide strategic communications and media engagement services to IPBL for a project representing the Central Bank of Iraq. We will help in the advancement of communications goals by:

- Advising on overall communications and public affairs strategy
- Assisting on media outreach efforts and media relations
- Reaching out to experts and United States Government officials
- Preparing relevant written materials for the Iraq Private Banks League and the Central Bank of Iraq

Our Approach

Greenwich Media Strategies feels best suited to support IPBL in its representation of the Central Bank of Iraq in its communications goals and needs. With our founder's years of experience in both senior policy-making and public affairs positions with the U.S. Government, we can leverage our experience, skills, and connections to help achieve a range of messaging and ultimately policy objectives.

Professional Fees and Expenses

We believe Greenwich Media Strategies offers you the best long-term value based on our diverse connections, deep expertise, and honed skill sets. We will remain committed to you to help achieve your goals and objectives.

The fee for providing these services based on the time needed to implement this plan and produce the requested deliverables as outlined above is Twenty-Five Thousand Dollars (USD \$25,000.00) due as follows:

- Ten Thousand Dollars (USD \$10,000.00) retainer due upon the execution of this contract
- The balance of the fee - Fifteen Thousand Dollars (USD \$15,000.00) - within 30 days of being invoiced at the completion of the project

Our performance of services may involve direct and indirect costs that we will incur on your behalf. These disbursements and charges include items incurred and paid by us on your behalf such as legal fees, press release placement on news wires, long distance telephone charges, transportation, meals, lodging and other costs necessary for pre-approved out-of-town travel if needed and as approved by you, and expenses related to FARA compliance, including outside legal counsel, filing and record-keeping costs, and US government reviews or audits on activities covered under the Agreement.

Payment should be made in U.S. dollars, via wire transfer, to the Greenwich Media Strategies bank account coordinates in New York. The point of contact for all billing related matters is Hagar Chemali at +1-203-249-1742, hagar@greenwichmedia.com.



GREENWICH MEDIA
STRATEGIES

Compliance

Greenwich Media Strategies complies fully with all United States ("US") laws and regulations, including without limitation US sanctions laws and regulations and laws and regulations covering the representation of foreign principals and interests in the US, specifically including the Foreign Assets Registration Act (FARA). Under FARA, our activities that involve us acting as an agent of a foreign principal (as defined in FARA) must be publicly disclosed through filings with the US Department of Justice. FARA also requires public disclosure of agreements with and expenses paid on behalf of a foreign principal.