



## INTERNATIONAL CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (this "Agreement") is made this 22nd day of May, 2018 (the "Effective Date"), by and between the Sonoran Policy Group, LLC, an Arizona corporation ("Consultant"), and Saro Spadaro, an Italian citizen with permanent residence in St. Maarten ("Client").

Consultant and Client agree as follows:

1. **Duties.** Consultant will use its reasonable best efforts to facilitate meetings and interactions with U.S. administration officials for Client, provide strategic advice on trade, Congressional and Executive Branch engagement and economic issues, and will perform any additional duties on an agreed-upon basis. Consultant and Client shall meet near the end of each quarter to evaluate progress on achieving Client's objectives. Consultant shall act solely as an independent contractor, not as an employee or agent of Client. Accordingly, Client will not exercise control over the manner, time, or place in which any services rendered by Consultant or its members, officers, agents and, employees are performed. Unless specifically authorized in writing, Consultant agrees not to enter into any agreement on behalf of Client and agrees that it shall not represent to any third party that it has authority to enter into such an agreement. Consultant acknowledges that it will not be eligible for any Client employment benefits currently provided to employees of Client.

**Objective of the Project:** The primary focus of this engagement shall be to remedy any issues with the United States Government such that Mr. Saro Spadaro is able to travel to-and-from the United States of America.

2. **Compliance with Applicable Laws and Regulations.** All services rendered the Consultant in the term of this Agreement will be conducted in accordance with all applicable laws and regulations.

3. **Term; Termination.** The term of this Agreement commences on May 18, 2018 and continues thereafter until successful completion of the *Objective of the Project*, unless and until terminated as provided in this **Section 3** (the "Term"). This Agreement may be terminated by client, in such party's sole and absolute discretion, without cause, by providing at least thirty (30) days' prior written notice. The termination of this Agreement shall not release either party from any obligation or liability to the other party, including any compensation earned by Consultant through the date of such termination.

4. **Compensation.** Client shall pay Consultant One-Hundred and Fifty Thousand U.S. Dollars (\$150,000.00), representing the retainer payment for Consultant's services, via wire transfer of immediately available funds to Consultant's designated wire transfer account (the "Compensation"), on or before May 25, 2018.

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The information required for such transfer has been provided by Consultant to Client prior to, or with, the execution of this Agreement. In addition to the Compensation, Client shall reimburse Consultant for all reasonable and customary out-of-pocket expenses incurred by Consultant in connection with performance of this Agreement, subject to the prior approval thereof by the Client.

5. Confidentiality. From time to time during the Term of this Agreement, either party (as the "Disclosing Party") may share or make available to the other party (as the "Receiving Party") information about its business affairs or other confidential, non-public or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 5 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (A) protect the confidentiality of the Disclosing Party's Confidential Information with a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives in the exercise of its rights or performance of its obligations under this Agreement.

6. Limitation of Liability. In no event shall Consultant or any of its representatives be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, and/or in connection with any breach of this Agreement, regardless of: (i) whether such damages were foreseeable, (ii) whether or not it was advised of the possibility of such damages and (iii) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. Further, in no event shall Consultant's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amount paid to Consultant pursuant to this Agreement in the twelve (12) month period preceding the event giving rise to the claim. Notwithstanding anything to the contrary in this Section 6, the limitation of liability shall not apply to (i) liability resulting from Consultant's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Consultant's acts or

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omissions. And (iii) consultants failure to properly disclose its obligations in conformity to Applicable law. This Section 6 shall survive indefinitely the expiration or termination of this Agreement.

**7. Indemnification.** The Client shall indemnify, defend and hold harmless, Consultant and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by the Indemnified Parties (collectively, "Losses"), arising out of or related to any third-party claim alleging: (i) breach of this Agreement by Client or its personnel; (ii) any negligent or more culpable act or omission of Client or its personnel in connection with the performance of Client's obligations under this Agreement; or (iii) any failure by Client or its personnel to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement. The Consultant shall advise the Client of its obligations, if any, to undertake any steps reasonable and/or necessary to comply with laws, regulations or codes. This Section 7 shall survive indefinitely the expiration or termination of this Agreement.

**8. No Assignment; Successors and Assigns; No Third Party Beneficiaries.** Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. This Agreement inures to the benefit of the parties and each party's respective successors and permitted assigns. The parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their successors and permitted assigns.

**9. Notices:** Any notice required or permitted by this Agreement shall be in writing and shall be deemed given (i) on the date of delivery, when delivered personally or by overnight courier, or (ii), 48 hours after being sent both by email and by recognized overnight courier prepaid, and addressed to the party to be notified at such party's address below. Any notice address set forth below may be subsequently modified by the applicable party by written notice to the other party.

**If to Consultant:**

Sonoran Policy Group, LLC  
Attn: Robert D. Stryk, Executive  
Chairman & Founder  
P.O. Box 25378  
Washington, DC 20027

**If to Client**

Saro Spadaro  
1 Rhine Road  
Maho Bay  
St. Maarten Dutch Caribbean  
with a copy to [sschlesinger@jaspanllp.com](mailto:sschlesinger@jaspanllp.com)  
300 Garden City Plaza, 5<sup>th</sup> Floor  
Garden City, NY 11530  
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**10. Amendment; Entire Agreement.** This Agreement may be changed only by a written agreement signed by each party. This Agreement contains the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior written and oral communications between the parties.

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11. Severability. The invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement.

12. Waiver of Jury Trial. Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same original. Electronic or PDF signatures shall be deemed originals.

*[Signature page follows.]*


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The parties hereto have executed this Agreement as of the Effective Date.


**CONSULTANT:**

**SONORAN POLICY GROUP, LLC**

By:   
Name: Robert D. Stryk  
Title: Executive Chairman & Founder

**CLIENT:**

**MR. SARO SPADARO**

By:   
Name: Saro Spadaro  
Title: \_\_\_\_\_

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*[Signature Page to Consulting Agreement]*