

OMB No. 1124-0006; Expires May 31, 2020

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 International Policy Solutions, LLC 499 S Capitol Street, SW, Suite 608B Washington, DC 20003 | 2. Registration No. <div style="font-size: 2em; text-align: center;">0588</div> |
|--|--|

| | |
|---|---|
| 3. Name of Foreign Principal SONATRACH | 4. Principal Address of Foreign Principal Djenane El Mallk Hydra, Algiers, Algeria |
|---|---|

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 (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(c) 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.

Sonatrach is an Algerian government-owned company formed to explore the hydrocarbon resources of the country. Its diversified activities cover all aspects of production: exploration, extraction, transport, and refining. It has diversified into petrochemistry and the desalination of seawater.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input 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 type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input 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.)

SONATRACH is owned by the People's Democratic Republic of Algeria.

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.

N/A

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 9/05/2018 | Name and Title David C. Jory, Managing Member | Signature  |
|--------------------------------|--|---|

OMB No. 1124-0004; Expires May 31, 2020

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 International Policy Solutions | 2. Registration No. 0588 |
|---|---------------------------------|

3. Name of Foreign Principal

SONATRACH

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.

Coordinate activities within the US designed to project an up-to-date image of the SONATRACH, the Algerian government and Algeria's role in regional and world affairs, to keep US policymakers briefed and current on developments in Algeria, and to promote Congressional, nongovernmental organizational, public and media support for SONATRACH's legitimate interests and policy goals.

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

Rendering services to the SONATRACH with respect to legislative, regulatory, administrative and media matters of importance to the SONATRACH.

Providing counsel to and conduct lobbying activities for the benefit of the Government of Algeria and the SONATRACH in particular.

Working with American business communities to increase their interest toward the SONATRACH, its affiliates and more generally Algeria in terms of partnership, business and investment.

Actively and aggressively promoting trade and partnership between the SONATRACH, and/or its affiliates, and US companies and more generally promote commercial partnership and investment between Algeria and the United States.

Contributing to strengthen the relations of friendship and cooperation between the SONATRACH, and/or its affiliates, and US companies and between Algeria and the United States.

Working with members and staff of the Congressional and Executive branches of the United States government to facilitate a greater understanding of the SONATRACH's concerns and Algeria's concerns and their positions on various issues.

Mobilizing non-governmental organizational, public and media support for the SONATRACH, its affiliates and Algeria.

Promoting Algeria's role of peace and cooperation in world and regional affairs.

Enhancing the image of the SONATRACH, its affiliates and Algeria in the United States.

Assisting SONATRACH, its Affiliates and Algeria to increase the pace of growth in science, technology, engineering, and math programs. Introducing higher learning institutions to SONATRACH.

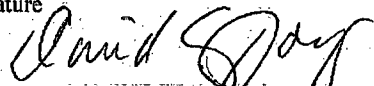
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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.

All activities listed in item will be undertaken in order to communicate information to the principal as well as to communicate information about the principal and its issues of concern to interested parties in the public sector. At the request of the principal, meetings with members of Congress and their staff, executive branch officials, members of the media, and non-governmental organizations may be arranged.

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 |
|-------------------|---------------------------------|--|
| 9/04/2018 | David C. Jory, Managing Partner |  |

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.

CONSULTING AGREEMENT

BETWEEN

SONATRACH

AND

INTERNATIONAL POLICY SOLUTIONS, LLC

57
4

SUMMARY

- Article 1: Scope
- Article 2: Nature of Services
- Article 3: Fees
- Article 4: Tax
- Article 5: Conditions of Payment and Invoicing
- Article 6: Bank Domiciliation
- Article 7: Office's Obligations
- Article 8: Subcontracting
- Article 9: Ownership of Documents
- Article 10: Confidentiality
- Article 11: Notifications
- Article 12: Duration
- Article 13: Termination
- Article 14: Applicable Law
- Article 15: Settlement of Dispute
- Article 16: Effective Date
- Article 17: General Provisions
- Article 18: Indemnification and Limitation on Liability
- Article 19: Representation

24

CONSULTING AGREEMENT

Between

The National Company for the exploration, production, transportation, transformation and marketing of hydrocarbons "SONATRACH" whose registered office is situated at Djenane El Malik Hydra, Algiers, Algeria, hereinafter referred to as the "Client" represented by Mr. Karim Djebbour, Directeur du Cabinet, fully empowered for the purposes of this Agreement.

On the one hand,

And

International Policy Solutions, LLC, whose registered office is situated at 499 South Capitol Street, SW, Suite 608A, Washington, DC, 20003, USA, herein after referred to as the "Firm" represented by Mr. David C. Jory, Managing Member, fully empowered for the purposes of this Agreement.

On the other hand,

The parties have agreed to the following:

ARTICLE 1: Scope

The Firm shall provide government relations and strategic advice to Client and at Client's direction will:

1. Coordinate activities within the US designed to project an up-to-date image of the Client, the Algerian government and Algeria's role in regional and world affairs, to keep US policymakers briefed and current on developments in Algeria, and to promote Congressional, nongovernmental organizational, public and media support for Client's legitimate interests and policy goals.

2. Work with members and staff of the Congressional and Executive branches of the US government to facilitate a greater understanding of the Client's concerns and positions on various issues with an emphasis on legislative and policy proposals of interest to the Client by, among other things:

A. Facilitating official and unofficial visits to the Client for elected officials, journalists and policy-makers and others with an interest in Client and Algeria.

B. Working with interested members of Congress to facilitate the creation of an "Algerian Caucus" of those members with a special interest in Algeria and the

region, the Algerian people and its role in the world and with a desire to strengthen ties between Algeria and her people and the US and her people.

C. Promoting contacts within targeted US business sectors in consultation with the Client to develop and increase cooperation between US and the Client's business interests on specific projects.

ARTICLE 2: Nature of Service

The services to be carried out by the Firm under this Agreement, consist mainly in:

- Rendering services to the Client with respect to legislative, regulatory, administrative and media matters of importance to the Client;
- Providing counsel to and conduct lobbying activities for the benefit of the Government of Algeria and the Client in particular.
- Working with American business communities to increase their interest toward the Client Sonatrach, its affiliates and more generally Algeria in terms of partnership, business and investment.
- Actively and aggressively promoting trade and partnership between the Client, and/or its affiliates, and US companies in particular in the oil & gas industry and more generally promote commercial partnership and investment between Algeria and the United States.
- Contributing to promote business attractiveness in Algeria in particular in the hydrocarbon sector with US companies including promoting the attractiveness of the law of hydrocarbons.
- Contributing to strengthen the relations of friendship and cooperation between the Client, and/or its affiliates, and US companies and between Algeria and the United States.
- Working with members and staff of the Congressional and Executive branches of the United States government to facilitate a greater understanding of the Client's concerns and Algeria's concerns and their positions on various issues.
- Mobilizing non-governmental organizational, public and media support for the Client, its affiliates and Algeria.

- Promoting Algeria's role of peace and cooperation in world and regional affairs.
- Enhancing the image of the Client, its affiliates and Algeria in the United States.
- Assisting Client, its Affiliates and Algeria to increase the pace of growth in science, technology, engineering, and math programs.
- Introducing higher learning institutions to Client.

ARTICLE 3: Fees

In consideration for the provision of the Company's services under this Agreement, the Customer will pay each month to the Company a non-revisable gross lump sum of US \$ 32,894.74.

This amount is subject to 24% corporate income tax (IBS) withholding tax in accordance with Algerian tax legislation.

The net transferable amount monthly is \$ 25,000.

For travels within Algeria made for the purposes of this Agreement, the Client will provide the Firm's representatives with prepaid air tickets, to / from, and will take care of their transportation, accommodation and meals in Algeria.

Expenses incurred by the Firm in connection with the implementation of this Agreement and related to travel, accommodation and food expenses outside Algeria will be billed separately by the Firm to the Client who will pay them upon receipt provided that such expenses were incurred at the request of the Client and that the Firm provided the Client with any evidence of any expenditure.

Such rechargeable costs shall be reasonable and in all cases not exceed gross sum of US \$13,157.89 per month, in accordance with the action plan referred to in Article 7 of this Agreement.

This amount is subject to 24% corporate income tax (IBS) withholding tax in accordance with Algerian tax legislation.

The maximum net transferable amount monthly is \$ 10,000.

ARTICLE 4: Tax

The Firm shall pay and accept sole liability for all taxes, withholding taxes, imposts and duties of any kind which may be assessed or levied by whatsoever authorities on the Firm, its employees, representatives and subcontractors, in any country in connection with this Agreement.

The Client may withhold and shall pay to the applicable Algerian tax authorities on behalf of the Firm, any withholding tax required by the government and authorities within Algeria on any fees paid to the Firm under this Agreement.

No later than three (3) months after the payments provided in this Agreement are due, the Client shall provide the Firm with the original tax receipt or certificate issued by the Algerian tax authorities showing payment of the withheld tax. The Firm understands that issuance of such receipt or certificate by the Algerian tax authorities is outside the direct control of the Client. If such receipt or certificate cannot be obtained within the specified three (3) month period, the Client will provide the Firm with an affidavit signed by the Client's chief financial officer certifying that payment of the withheld tax has been made to the Algerian tax authorities, and the Client will continue to use reasonable efforts to obtain an original tax receipt or certificate.

ARTICLE 5: Condition of payment and invoicing

All invoices submitted by Firm to the Client shall be due and payable upon receipt. Firm reserves the right to impose an interest charge equal to one and one percent (1.0%) per month in respect of any invoice which is outstanding for more than forty five (45) days. The Client shall send all invoicing instructions to Firm including, without limitation, providing an e-mail address or other electronic submissions instructions for Firm to send its invoices upon execution of this Agreement.

The Firm shall address each month to the Client a fees and charges' invoice for payment.

For each month, an invoice shall be issued in three original copies. Each invoice shall include the following information:

- i. a date and a reference number;
- ii. the detail of the main services performed during the concerned month;
- iii. the incurred fees and evidences related to;
- iv. the costs incurred and the related supporting documents, if applicable;

57
D

- v. the exchange rate applied, in the case where the costs borne by the Firm would have been in a currency other than US Dollars (the rate to be applied is the day of the date of the invoice); and
- vi. the signature by the empowered person.

The failure of the Client to pay any invoice within 45 days of receipt shall be deemed a material breach of this Agreement and the Firm may immediately cease providing its services hereunder.

ARTICLE 6: Bank Domiciliation

The Client shall pay its owed payment under this Agreement through transfer for the account of:

Wire to First United Bank & Trust Co.


ABA Routing 
Account 
Credit: International Policy Solutions, LLC

ARTICLE 7: The Firm's Obligations

The Firm commits to provide client with services, advices or assistance as well as other relevant and necessary information related to the fields mentioned in Article 2 hereinabove.

The services rendered by the Firm shall be at the highest professional level.

The Firm will provide services which, from the Client point of view, can contribute to the achievement of its objectives to / with the United States.

The Firm shall devote the required business time and undertake all necessary initiatives, under the supervision of the Client. The Firm will ensure that all appropriate communications will be made to advance the interests of the Client and the political and economic advancement of Algeria.

The Firm will keep the Client closely apprised regarding the specific nature of the activities and the feedback received from Congress, federal government officials, civil society and business communities. The Firm will be available for regular consultations with designated representative of the Client.

The Firm shall submit, in the seven days preceding the beginning of each month, its action plan for the upcoming month for approval by the Client. The lack of response from the Client two days before the beginning of the month will be deemed approval of the plan by the Client.

The Firm shall provide monthly written reports of activities undertaken in furtherance of the goals of this agreement.

The Firm shall designate a focal point to be in contact with the Client.

The Firm shall submit, in the seven days preceding the end of this agreement, a detailed final report on the actions undertaken and carried out.

ARTICLE 8: Subcontracting

The Firm commits not to subcontract the services which shall be conferred upon it by the performance of this Agreement, without Client prior written agreement. Client's approval shall not in any case release the Firm from its obligations and/or responsibilities.

ARTICLE 9: Document's Ownership

Any document, notice, studies, consultation etc., as elaborated or made by the Firm pursuant to any requested service paid by the Client under the conditions provided for in this Agreement shall be the Client's ownership. The foregoing shall not preclude the Firm from keeping copies of documents created under this Agreement or otherwise limit its compliance with any federal or state law.

Except for documents created expressly for the Client, all other documents provided by the Firm to the Client shall remain the property of the Firm. The Client shall return such documents to the Firm upon the performance of the relevant service.

Except for public documents, all other documents provided by the Client to the Firm shall remain the property of the Client. The Firm shall return such documents to the Client upon the performance of the relevant service.

ARTICLE 10: Confidentiality

The Firm undertakes to respect the confidential nature of information and documents communicated to it within the framework of this Agreement.

Absent the Client's approval or required by law, no documents, information or pieces of information communicated by the Client to the Firm shall be disclosed to third parties except in performance of the Firm's services under this Agreement.

The Client understands and agrees that the Firm will file a copy of this Agreement with the U.S. Department of Justice in accordance with the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq, ("FARA") and will make all filings and disclosures as are necessary under FARA.

ARTICLE 11: Notifications

Any notification made by either Party to the other, shall be sent in writing to the following addresses:

- SONATRACH, Djenane El Malik, Hydra, Alger 16035, Algeria, to the attention of Mister the General Secretary

- The Firm, to the attention of David C. Jory, 499 South Capitol Street, SW, Suite 608A, Washington, DC 20003.

ARTICLE 12 Term

This Agreement is made for a duration of one (01) year as from the effective date.

This Agreement may be renewed by a mutual written agreement of the Client and the Firm.

ARTICLE 13: Termination

This Agreement can be terminated by one or the other contracting Parties, by registered letter with an acknowledgment of receipt sent upon a prior notification of thirty (30) days.

In the event this Agreement is terminated, the Firm shall, upon the Client's request, either - at Client's discretion - finish all the works in progress at the termination's moment, or take all the steps, including, as the case may be, the restitution of the required documents to ensure that the works be finished under equivalent conditions by other experts as appointed by the Client.

D 47

In the event that this Agreement is so terminated in advance of its scheduled completion, the Client shall pay to Firm, upon receipt of an invoice, any and all charges earned and/or incurred by Firm in connection with the Services pursuant to this Agreement up to the time of its termination and shall indemnify Firm as provided in herein.

ARTICLE 14: Applicable Law

This Agreement shall be governed by the Algerian law. It shall be interpreted and implemented in accordance with the applicable laws in Algeria, in particular the Algerian Civil Code "Code Civil Algérien".

The foregoing notwithstanding, the laws of the United States shall apply with respect to the Firm's compliance with FARA (and any other applicable Federal law) and the laws of the District of Columbia shall apply with respect to Article 18.

ARTICLE 15: Settlement of Disputes

The Client and the Firm shall endeavor, as far as possible, to settle amicably any dispute or controversy that might arise in connection with the interpretation or the implementation of this Agreement.

In the event the amicable attempt of conciliation fails, the dispute shall be referred to the jurisdiction of the court of Algiers "Tribunal d'Alger".

ARTICLE 16: Effective Date

This Agreement shall enter into force on September 1st, 2018.

ARTICLE 17: General Provisions

It is understood and agreed, with respect to the services the Firm shall render pursuant to this Agreement, that the Firm will perform such services exclusively as an independent contractor to, and not as agent or employee of, the Client.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

Handwritten initials and a circled 'D' mark.

This Agreement is awarded in accordance with the Client current procurement procedure.

The Client acknowledges and agrees that at no time shall the Firm undertake, or be asked to undertake, any action deemed to be against the interest of the United States government or in contravention of the Foreign Corrupt Practices Act 15 U.S.C. §§ 78dd-1, et seq. ("FCPA") or any other U.S. or international law.

The Client acknowledges that the Firm intends to fully comply with the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq, ("FARA") and any other applicable federal or state statute or regulation. Client understands and acknowledges that such compliance will require public disclosure of this Agreement and the Firm's activities on behalf of the Client. Nothing herein shall be construed as limiting in any manner the Firm's obligations to comply with FARA or any other applicable federal or state statute or regulation and the compliance with any such statute or a request by any enforcement agency shall not be deemed a breach of this Agreement by the Firm.

ARTICLE 18. Indemnification and Limitation on Damages

Neither party will be liable for consequential, indirect or punitive damages (including lost profits or savings) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages. For the avoidance of doubt, the limitation of liability in this paragraph does not apply to the indemnity obligations in this Agreement.

The Firm shall not be held responsible for and shall not be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against the Client or Client's interests.

The Client acknowledges that the sole parties to this Agreement are the Firm and the Client and in no event shall any employees, members, directors, agents, representatives, or controlling persons of the Firm, nor any company affiliated with the Firm, have any liability to the Client or any third party for any matter relating to this Agreement.

ARTICLE 19. Representations

The Client certifies that the funds used to pay the engagement of the Firm do not come directly or indirectly from any Foreign Terrorist Organizations (FTOs) designated by the United States Secretary of State in accordance with section 219 of the Immigration and Nationality Act (as amended), or any person associated with a FTO.

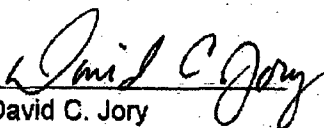
The Client certifies that the funds used to pay the engagement of the Firm do not come directly or indirectly from any individual who is a citizen of (or resides in) a country from which United States entities are precluded from doing business as set forth at: <https://www.wm.edu/offices/techtransfer/ExportControls/Regulations/OFAC/index.php>.

The Client certifies that the funds used to pay the engagement of Firm do not come directly or indirectly from any individual or entity listed on the United States Department of Treasury's Specially Designated Nationals List (SDN) available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

IN WITNESS WHEREOF, the Firm and the Client have each executed and delivered this Agreement as of the dates noted below.

INTERNATIONAL POLICY SOLUTIONS, LLC

SONATRACH


David C. Jory
Its. Managing Member

Washington DC
Date: August 27, 2018

Karim Djebbour
Its: Directeur du Cabinet

Algiers
Date: _____

