

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**

OPC Strategies, LLC  
8701 Georgia Ave, Suite 605, Silver Spring, MD, 20910

**2. Registration No.**

None

6601

**3. Name of Foreign Principal**

Kurdistan Regional Government

**4. Principal Address of Foreign Principal**

1532 16th St NW, Washington, DC 20036

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

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee             |
| <input 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

Executive

## b) Name and title of official with whom registrant deals

My company is a subcontractor on this project. The primary contract is with PASS-USA

**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

<sup>1</sup> "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.

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.

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   |
|-------------------|------------------------|---|
| October 16, 2018  | Jon Summers, President |  |

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<br><br>OPC Strategies, LLC | 2. Registration No.<br><br>Non<br><br>6601 |
|--|--|

3. Name of Foreign Principal  
Kurdistan Regional Government

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.

I was contacted by Dan Puls at PASS-USA with a request for my firm to edit and distribute to media a white paper that was drafted by someone else. Our contract is not with the foreign principal, but with PASS-USA.

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

OPC Strategies will edit, graphically design, and distribute to media a white paper drafted by someone else.


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.

This document is intended to inform the public, influencers, the media, and policymakers about the challenges facing the Kurdistan Regional Government as it works to address the refugee crisis. It will be disseminated electronically with a press release.

**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   |
|-------------------|------------------------|---|
| October 16, 2018  | Jon Summers, President |  |

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.

**MASTER SERVICES AGREEMENT**

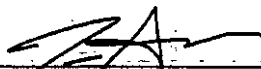
Agreement Date:

This MASTER SERVICES AGREEMENT, consisting of the Core Terms and the Schedules listed on the following table of schedules ("Agreement"), is by and between OPC Strategies, LLC, d/b/a Summers Strategies ("Service Provider") and PASS, LLC ("Client"). The Service Provider and Client are referred to herein individually as a "Party" and collectively as "Parties."

WHEREAS, Client has engaged Service Provider to provide communications consulting services pursuant to this Agreement, and Service Provider has agreed to provide such services in accordance with the terms of this Agreement; and

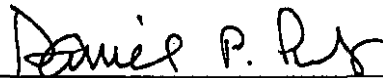
WHEREAS, the purpose of this Agreement is to establish the general terms and conditions applicable to Service Provider's provision of such services to Client and Client's receipt and use of and payment for such services.

NOW, THEREFORE, for and in consideration of the agreements set forth herein, Service Provider and Client hereby agree to enter into this Agreement and to be bound by the terms and conditions set forth herein.

  
\_\_\_\_\_  
("Service Provider")

By:  
Jon Summers  
Name:  
Founder  
Title:

October 16, 2018  
Date:

  
\_\_\_\_\_  
("Client")

By:  
Daniel Puls  
Name:  
President & CEO  
Title:

10-16-2018  
Date:

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**TABLE OF SCHEDULES**

Schedule A: Description of Client Services  
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1. DEFINITIONS; INTERPRETATION:

1.1. Definitions: All defined terms in this Agreement not otherwise defined in this Section 1.1 shall have the meanings assigned in the part of this Agreement where they are defined.

- 1.1.1. Confidential Information - shall mean, with respect to each Party, all of such Party's technology, know-how, data and/or other information relating to such Party's current and/or proposed business, customers, research, products, services, compilations, techniques, development efforts, inventions, processes, designs, drawings, marketing or finances, whether disclosed in written or other tangible form, orally or visually, and in the case of nontangible information, provided such information transmitted verbally or visually by one Party to the other, is either readily ascertainable as confidential by its nature or presentation or is identified as confidential at the time of disclosure.
- 1.1.2. Control - shall mean, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.
- 1.1.3. Client Affiliate - shall mean any entity that, directly or indirectly, Controls, is Controlled by or is under common Control with Client.
- 1.1.4. Client Associates - shall mean the employees of Client or employees of Client Affiliates.
- 1.1.5. Client Representatives - shall mean the Client Affiliates and the subcontractors, designated suppliers and designated agents of Client and Client Affiliates, excluding Service Provider.
- 1.1.6. Client Services - shall mean the Services described in Schedule A, and any references in the Schedules to Services shall mean the Client Services.
- 1.1.7. Fees - shall mean the fees paid by Client to Service Provider as set forth in Schedule B.
- 1.1.8. Governmental Authority - shall mean any international, national, state, provincial, municipal, local, territorial or other governmental department, regulatory authority, judicial or administrative body, domestic, international or foreign.
- 1.1.9. Law - shall mean any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding requirement of or by any Governmental Authority.
- 1.1.10. Losses - shall mean any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment).
- 1.1.11. Project Staff - shall mean the employees of Service Provider and Service Provider Representatives who provide the Client Services.



1.1.12. Representatives - shall mean Client Representatives or Service Provider Representatives, as the case may be.

1.1.13. Service Provider Representatives - shall mean the subcontractors, designated suppliers and designated agents of Service Provider, excluding Client.

1.1.14. Services - as used in the Schedules, shall mean the Client Services.

1.2. Interpretation:

1.2.1. The Schedules to this Agreement shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include the Schedules to this Agreement.

1.2.2. The Section headings, Table of Contents and Table of Schedules are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

1.2.3. In the event of a conflict between the terms of Section 1 through Section 13 of this Agreement (the "Core Terms") and the terms of a Schedule, the Core Terms shall prevail. In addition, in the event either Party identifies a conflict between the Core Terms and the terms of any Schedule, such Party shall notify the other Party, and the Parties shall cooperate in good faith to address such conflict.

1.2.4. For purposes of this Agreement, (a) the term "including" shall mean "including, without limitation" and (b) references to days or time periods shall be to calendar days or calendar time periods unless otherwise expressly stated.

2. TERM OF AGREEMENT: The term of this Agreement shall commence on October 15, 2018, and shall expire on November 30, 2018, unless sooner terminated pursuant to Section 3 (the "Term").

3. TERMINATION:

3.1. Termination By Service Provider: Service Provider shall have the right to immediately terminate this Agreement for cause if Client fails to pay any amount due under this Agreement when due or fails to perform any of its material non-monetary obligations under this Agreement. In the event that Service Provider desires to terminate the Agreement pursuant to this Section 3.1, Service Provider shall provide Client with a notice of termination, and this Agreement shall terminate on the date such notice is provided.

3.2. Termination By Client: Client shall have the right to terminate this Agreement for cause if Service Provider materially fails to perform any of its material obligations under this Agreement and does not cure such default within 15 days after receipt of notice of default from Client. In the event Service Provider does not cure a default under this Section 3.2 within the cure period and Client desires to terminate this Agreement, Client shall, unless otherwise agreed by the Parties, provide Service Provider with a notice of termination and this Agreement shall terminate on the date such notice is provided.

4. SCOPE OF AGREEMENT; CLIENT SERVICES:

4.1. Generally: Commencing as of the Agreement Date and continuing throughout the Term, Client and Client Affiliates shall purchase from Service Provider the Client Services described in Schedule A, all upon and subject to the terms and conditions set

forth in this Agreement. Client may not remarket or resell, and shall prevent Client Affiliates from remarketing or reselling, all or any portion of the Client Services provided under this Agreement or make all or any portion of the Client Services available to any party other than Client and Client Affiliates, without Service Provider's consent.

- 4.2. Service Provider Representatives: Service Provider shall appoint individuals to the Project Staff with suitable training and skills to perform the Client Services.
- 4.3. Human Resources: Neither Party's personnel is eligible to participate in any of the employee benefits or similar programs of the other Party pursuant to this Agreement. Each Party shall so inform its personnel providing, receiving, or assisting in the provision or delivery of the Client Services.

5. PRICING, FEES AND RELATED MATTERS:

- 5.1. Fees: In consideration of Service Provider providing the Client Services, Client shall pay to Service Provider the Fees set forth in Schedule C in accordance with the terms and conditions of this Agreement, as may be adjusted from time to time pursuant to the terms of this Agreement.
- 5.2. All amounts payable under this Agreement shall be paid in U.S. dollars.
- 5.3. No Rights of Set-Off: Client shall not have the right to deduct any amounts owed by Service Provider to Client from the Fees or the expenses owed by Client to Service Provider under this Agreement.

6. RESPONSIBILITIES OF THE PARTIES:

- 6.1. Client Managers: During the Term, Client shall maintain an individual (the "Client Executive") who shall serve as the primary Client representative under this Agreement. The Client Executive shall be a Client Associate and shall (a) have overall responsibility for managing and coordinating the performance of Client's obligations under this Agreement and (b) be authorized to act for and on behalf of Client with respect to all matters relating to this Agreement. In the event the Client Executive shall be absent or otherwise unable to perform its duties, then Client shall identify an alternate Client Executive who shall have the same duties and authority to act as the Client Executive.
- 6.2. Client Responsibilities: During the Term and in connection with Service Provider's performance of the Client Services, Client shall, at its expense: (a) be responsible for the obligations and responsibilities set forth as Client's responsibility in Schedule A; (b) provide to Service Provider complete and accurate information regarding Client's business requirements in respect of any Client Services to be performed by Service Provider under this Agreement; (c) provide reasonable cooperation to Service Provider; (d) promptly notify Service Provider of any third party claims that may have an impact on this Agreement; and (e) perform all other obligations of Client described in this Agreement.

7. REPRESENTATIONS AND WARRANTIES/ DISCLAIMERS:

- 7.1. Client hereby represents and warrants that:
  - 7.1.1. it has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby;

- 7.1.2. the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby (1) have been duly authorized by all requisite corporate action and (2) do not violate the terms of any Law, regulation, or court order to which it is subject or the terms of any material agreement to which it or any of its assets may be subject;
- 7.1.3. this Agreement has been duly executed and delivered by Client and (assuming the due authorization, execution and delivery hereof by Service Provider) is a valid and binding obligation of Client, enforceable against it in accordance with its terms;
- 7.1.4. it shall perform its responsibilities under this Agreement in a manner that does not, to its knowledge, infringe, or constitute an infringement or misappropriation of, any patent, trade secret, copyright or other intellectual property right of any third party;
- 7.1.5. it is not subject to any pending or threatened litigation or governmental action which could interfere with its performance of its obligations hereunder;
- 7.1.6. it is in good standing under the laws of its state of formation, and is, or will be, qualified to do business as a foreign corporation in each other states where such qualification is necessary in order for it to comply with its obligations under this Agreement;
- 7.1.7. it is able to pay its debts as they come due; and
- 7.1.8. it has not performed any act of bankruptcy.
- 7.2. Client shall indemnify and hold harmless Service Provider against and from any inaccuracy in Client's representations.
- 7.3. **Service Provider Disclaimers: SERVICE PROVIDER DOES NOT WARRANT THE ACCURACY OF ANY ADVICE, REPORT, DATA OR OTHER MATERIAL DELIVERED TO CLIENT THAT IS PRODUCED WITH OR FROM DATA PROVIDED BY CLIENT; SUCH ITEMS ARE DELIVERED "AS IS", AND SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF IN EACH CASE EXCEPT FOR ANY INACCURACIES CAUSED BY SERVICE PROVIDER OR SERVICE PROVIDER REPRESENTATIVES. SERVICE PROVIDER DOES NOT MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE CLIENT SERVICES AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED.**
8. **LAWS AND REGULATIONS:**
  - 8.1. Each Party shall obtain, maintain and comply with all consents, permissions, permits, approvals and assurances of whatever nature, including governmental approvals, applicable in the case of Service Provider to the performance of, and, in the case of Client, the receipt and use, of the Client Services and such Party's payment obligations.
  - 8.2. Each Party covenants and agrees that it shall comply with all Laws applicable to such Party.
9. **PROVISION OF DATA:** Client shall supply to Service Provider, in connection with the Client Services, required data in the form and on such time schedules as may be agreed upon by Service Provider and Client ("Client Data") in order to permit Service Provider to

perform the Client Services in accordance with the terms of this Agreement. All Client Data is, or shall be, and shall remain the property of Client.

## 10. CONFIDENTIALITY:

### 10.1. General Obligations:

10.1.1. All Confidential Information relating to or obtained from Client or Service Provider shall be held in confidence by the recipient to the same extent and in at least the same manner as the recipient protects its own confidential or proprietary information.

10.1.2. Neither Client nor Service Provider shall, and Client and Service Provider shall cause their respective Representatives not to, use, disclose, publish, release, transfer or otherwise make available Confidential Information of, or obtained from, the other in any form to, or for the use or benefit of, any person without the disclosing Party's consent. Client and Service Provider shall be permitted to disclose relevant aspects of the other's Confidential Information to its officers, directors, employees and Representatives, to the extent that such disclosure is not restricted under this Agreement and to the extent that disclosure is necessary for the performance of its duties and obligations under this Agreement; provided, however, that the recipient shall be responsible for ensuring that such officers, directors, employees and Representatives abide by the provisions of this Agreement.

10.1.3. Each Party acknowledges and agrees that title to and ownership of Confidential Information shall remain with the Party who disclosed such information, and that the Confidential Information disclosed pursuant to this Agreement is confidential and proprietary and constitutes valuable trade secret information of the disclosing Party. Upon the termination or expiration of this Agreement, or at any time upon the request of either Party (subject to the other Party being relieved of any of its obligations affected thereby), the other Party shall return all Confidential Information in its possession that exists in tangible form to the requesting Party or its Representatives.

10.2. Exclusions: The obligations in Section 10.1 shall not restrict any disclosure pursuant to any applicable Law or by order of any court or Governmental Authority (provided that the recipient shall (a) notify the disclosing Party of any actual or threatened disclosure of which it has knowledge of legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated and (b) cooperate with the disclosing Party's reasonable, lawful efforts to resist, limit or delay disclosure at the disclosing Party's expense) and, except to the extent that applicable Law provides otherwise, shall not apply with respect to information that (1) is independently developed by the recipient without violating the disclosing Party's proprietary rights as shown by the recipient's written records, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is disclosed (i) by the owner of such information to a third party free of any obligation of confidentiality or (ii) is disclosed to the receiving party without restriction on disclosure by a third party who has the lawful right to make such disclosure, (4) is already known by the recipient at the time of disclosure, as shown by the recipient's written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements entered into before the Agreement Date between Client and

Service Provider or (5) is rightfully received by a Party free of any obligation of confidentiality.

10.3. Injunctive Relief: Each Party recognizes that its inappropriate disclosure or use of Confidential Information of the other Party may give rise to irreparable injury to such Party and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, each Party has the right to equitable and injunctive relief to prevent the unauthorized possession, use, disclosure or knowledge of any Confidential Information, as well as to such damages or other relief as is occasioned by such unauthorized possession, use, disclosure or knowledge.

11. INDEMNITIES: Client agrees to indemnify, defend and hold Service Provider and Service Provider Representatives harmless from and against any and all Losses solely to the extent arising from any third party claim (a) for bodily injuries to, including fatal injury or disease to, Client Associates, (b) for damage to tangible real or personal property of Client and Client Associates arising from or in connection with this Agreement, (c) of United States trade secret, copyright or patent infringement asserted against Service Provider caused by Service Provider's use of any resources or items provided to Service Provider or Service Provider Representatives by Client or Client Representatives, (d) for any products or services provided by Client or Client Representatives to third parties, (e) any breach or default by Client in the performance of Client's obligations under agreements with third parties and (f) resulting from the acts or omissions of Client in fulfilling its obligations under this Agreement.

12. DAMAGES:

12.1. Service Provider's liability in any event shall be limited to the total price paid to Service Provider by the Client pursuant to this Agreement. Service Provider shall not be liable for consequential damages no matter how caused.

12.2. In no event shall Service Provider or Service Provider Representatives be responsible or liable for (a) any corruption, damage, loss or mistransmission of data, (b) the security of data during transmission, or (c) the content of any data provided by Client or Client Representatives.

13. MISCELLANEOUS PROVISIONS:

13.1. Notices. All notices under this Agreement must be in writing and will be deemed to have been duly given (i) when delivered by hand or (ii) four business days after having been sent by first-class mail, return receipt requested, addressed to the intended recipient as follows:

If to Service Provider: Summers Strategies  
Attention: Jon Summers  
8701 Georgia Ave., Suite 605  
Silver Spring, MD 20910

If to Client: PASS LLC  
Attention: Ignacio Mosquera  
1101 King Street, Suite 360  
Alexandria, VA 22314

Or to such other address of which written notice shall have been provided by such Party.

- 13.2. **Assignment and Third Party Beneficiaries:** Neither Party may, without the consent of the other, assign this Agreement or any of its rights under this Agreement, in whole or in part. Any purported assignment in contravention of this Section shall be null and void. Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.
- 13.3. **Relationship:** The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either Client or Service Provider (or their respective Representatives) partners, joint venturers, principals, Representatives, or employees of the other. No officer, director, employee or Service Provider Representative retained by Service Provider to perform work on Client's behalf under this Agreement shall be deemed to be an employee of Client or a Client Representative. Neither Party shall have any right, power or authority, express or implied, to bind the other. Service Provider shall have the sole right to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by Service Provider under this Agreement.
- 13.4. **Severability and Waivers:** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights. The Service Provider states, and the Client acknowledges, that no individual has authority to waive any of the Service Provider's rights absent a written resolution from the Service Provider's managers authorizing such waiver.
- 13.5. **Governing Law:** This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the Laws of the State of Maryland, without giving effect to the principles thereof relating to the conflicts of Laws. Both Parties agree that the sole and proper venue for any legal proceedings under this Agreement shall be in Montgomery County, Maryland.
- 13.6. **Right to Provide Client Services:** Service Provider personnel providing services to Client under this Agreement, including the Project Staff, may perform similar services for others, and this Agreement shall not prevent Service Provider from using such personnel and equipment used to provide Client Services to Client under this Agreement, except for Client's equipment, for such purposes.
- 13.7. **Right to Subcontract:** Service Provider may subcontract, in its sole discretion, any of its obligations or responsibilities under this Agreement.
- 13.8. **Further Assurances:** Each of the Parties acknowledges and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each of the Parties shall execute and deliver any further legal instruments and perform any actions which are or may become necessary to effectuate the purposes of this Agreement.

13.9. Negotiated Terms: The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

13.10. Entire Agreement; Amendments; Counterparts: This Agreement represents the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter. No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless signed by an authorized representative of each of the Parties. Client acknowledges that no officer or representative of Service Provider, alone, has the authority to amend this document without written authorization from its managers. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

**MASTER SERVICES AGREEMENT  
SCHEDULE A  
DESCRIPTION OF CLIENT SERVICES**

1. **INTRODUCTION:** This Schedule A describes the duties, obligations, and responsibilities of Service Provider in performing the Services.
2. **SERVICE PROVIDER'S LOCATIONS:** The Service Provider shall have discretion to provide the Services in such places as the needs or business of the Service Provider may require.
3. **SERVICES TO BE PROVIDED:**
  - 3.1. **White Paper Editing and Design:** The Service Provider shall review, edit and create the final design for the White Paper currently titled "Innovative Sustainable Temporary Housing for Protracted Camp Settings."
    - 3.1.1. **Editing** shall include reviewing and optimizing the language that has already been written within this report. Editing does not include developing additional content. Client will be provided with one round of review for Editing; additional rounds may result in additional fees.
    - 3.1.2. **Design work** will include designing the visual layout of the document. Client may be asked by Service Provider to provide imagery such as logos or photographs. If additional images are necessary and must be sourced externally, Service Provider will notify Client requesting approval to purchase this material, for which the client will pay in addition to the fees described in Schedule B of this Agreement. Client will be provided with two rounds of review for document Design; additional rounds may result in additional fees.
  - 3.2. **Distribution:** Service Provider will work with Client on the strategy and execution of the plan to distribute the White Paper to targeted audiences.
    - 3.2.1. **Plan.** Service Provider will draft a distribution plan for the Client to approve.
    - 3.2.2. **Press release draft and distribution.** Service Provider will draft the press release and will distribute to a media list to be provided by the client or one generated by the Service Provider.
    - 3.2.3. **Infographic.** Service Provider will design an infographic. Client will be provided with two rounds of review. Additional rounds may result in additional fees.
    - 3.2.4. **Event.** Service Provider will provide suggestions, as well as a suggested plan, for an event related to the release of the White Paper.
    - 3.2.5. **Talking Points.** Service Provider shall develop a set of talking points.
    - 3.2.6. **Presentation Slides.** Service Provider will create 5-7 slides to help explain the White Paper.



4. **EXCLUSIONS:** The following are not included in the Services to be provided by Service Provider pursuant to this Agreement:
  - 4.1. Any service not described in Section 3 of this Schedule A;
5. **PROJECT STAFF:** The Service Provider shall, in its sole discretion, appoint individuals to the Project Staff with suitable training and skills to perform the Client Services.

**MASTER SERVICES AGREEMENT  
SCHEDULE B  
• FEES AND CHARGES**

1. **INTRODUCTION:** This Schedule B describes the methodology for determining the charges to be paid by Client to Service Provider for the performance by Service Provider of its obligations under this Agreement.
2. **FEES AND CHARGES:**
  - 2.1. The fee for the services described in Schedule A of this Agreement is \$8,900.
  - 2.2. Additional fees, if any, will be invoiced separately.
3. **TIME OF PAYMENT:**
  - 3.1. Client shall pay the fees for service upon execution of this agreement.