

**CONSULTING AGREEMENT**

This agreement (the "*Agreement*") is made and entered into as of this 12<sup>th</sup> day of January 2019, by and between **National Council of Resistance of Iran also known as NCRI** ("*Client*"), and Robert G. Joseph ("*Consultant*"). The Client and the Consultant shall sometimes be referred to herein as the "*Parties*" or individually as a "*Party*."

**AGREEMENT:**

1. ***Engagement of Consultant:*** Subject to the terms and conditions of this Agreement, for the Term, the Client does hereby engage Consultant to perform the services described in Part 1 of Schedule A (as defined below) (the "*Services*"). Subject to the terms and conditions of this Agreement, the Consultant shall use its reasonable commercial efforts to perform the Services.

2. ***Fees; Reimbursement of Expenses.***

2.1 The Client shall pay to Consultant for the Services the aggregate consulting fees (the "*Fees*") described in Part 2 of Schedule A in accordance with the installment payment schedule described in Part 2 of Schedule A (such installment being referred to herein as the "*Installments*").

2.2 In addition to the Fees, within 30 calendar days' after the receipt by the Client of a written request by Consultant for reimbursement of Reimbursable Expenses, the Client shall reimburse the Consultant in full for the same. To be eligible for reimbursement, Consultant shall have received prior approval for the expenses from Client.

3. ***Term:*** The term of this Agreement shall be the term set forth in Part 3 of Schedule A.

4. ***Relationship with Client:*** In undertaking to perform the Services for Client, it is understood that Consultant and Consultant's agents and employees, if any, are doing so as independent consultants and not as employees of Client. Neither Consultant nor Consultant's agents and employees will have power or authority to bind Client or to assume or create any obligation or responsibility, express or implied, on Client's part or in Client's name.

5. ***Taxes:*** Consultant acknowledges and agrees that (a) payments to Consultant for Services rendered will be made without any deductions or withholdings for taxes, in conformity with Consultant's status as an independent consultant and (b) any taxes that may be due and payable as a result of the Fee paid hereunder by Client to Consultant shall be entirely Consultant's responsibility.

6. ***Certain Acknowledgements and Agreements of the Parties.***

6.1 The Client recognizes and confirms that, in advising the Client and in completing Consultant's engagement hereunder, the Consultant will be using and relying on data, material and other information furnished to the Consultant by the Client and other parties. It is understood that in performing under this engagement the Consultant may rely upon any information so supplied without independent verification.

6.2 The Client acknowledges that any advice provided by the Consultant in connection with the engagement hereunder is intended solely for the benefit and use of the Client and, without the prior written consent of Consultant, shall not be (a) used for any purpose other than that intended by the Parties or (b) disseminated, quoted or referred to at any time other than to those employees or representatives of the Client on a "need-to-know" basis.

6.3 Consultant further agrees that he will comply in all material respects with all foreign, federal, national, state and local laws and regulations applicable to the Consultant's performance hereunder.

6.4 Except as may be required by law, neither Party may use the name of the other Party in any publicity or advertising nor issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or its terms and conditions without the prior written consent of the other Party.

6.5 Consultant acknowledges that during the Term, it may have access to certain non-public information and/or data of the Client identified to Consultant as confidential and proprietary ("**Confidential Information**"). The Consultant agrees to use reasonable care to protect Confidential Information and not to divulge same to any third-party during the Term or thereafter unless expressly authorized by the Client to do so or required by law to do so. Consultant agrees not to use Confidential Information for any purpose other than for the carrying out of its obligations under this Agreement and for the benefit of the Client. This provision shall not apply to any Confidential Information that at any time becomes public knowledge through no fault of Consultant or ceases to be treated by the Client as confidential or proprietary in a manner consistent with its other confidential and proprietary information.

6.6 Anything in this Agreement (or any other writing or understanding by and between the parties) to the contrary notwithstanding, Client acknowledges and agrees that the engagement of the Consultant hereunder (and, as appropriate, the corresponding assignment of the Consultant Employee to perform specific part of those Services) shall be on a non-exclusive basis, and, subject to Section 6.5, except as may be expressly set forth in this Agreement, nothing in this Agreement (or any other writing or understanding by and between the parties) shall restrict Consultant (or Consultant Employee) from performing services of any kind or nature (including, without limitation, services similar to those of the Services) for any other person or entity.

7. **Liability; Indemnification.** In connection with the matters described in this letter agreement, the Client agrees to hold the Consultant harmless and otherwise indemnify the Consultant for all costs and/or claims, including legal expenses, associated with any action or claim related to work undertaken by the Client on any matter for which the Consultant provides its consulting services.

8. **Representations and Warranties:** Each Party represents and warrants to the other Party that: (a) the execution, delivery and performance by such Party of this Agreement and the transactions contemplated hereby (i) do not violate, conflict with or result in any material breach or contravention of, any agreement or other binding arrangement to which such Party is a party or by which such Party is bound or subject; and (ii) do not violate any law or order of any governmental body applicable to such Party; and (b) this Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

9. **Miscellaneous:** This Agreement constitutes the entire agreement between the Parties with respect to the Services contemplated herein and supersedes all previous written and oral negotiations, commitments, and understandings concerning the subject hereof. Any modification and/or amendment to this Agreement must be in writing and executed by authorized representatives of both Parties. This Agreement (and the rights and obligations hereunder) may not be assigned, delegated or otherwise transferred (directly or indirectly, by operation of law or otherwise) by any Party without the prior written consent of the other Party hereto; it being agreed that any attempted assignment or transfer in violation of this sentence shall be void and of no effect. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors-in-interest and permitted assigns. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of law principles. Each of the Parties hereby irrevocably submits itself to the exclusive jurisdiction of the state courts sitting in Commonwealth of Virginia, (the "**Applicable Courts**") (and the Parties agree that any claim related to this Agreement shall be brought exclusively in the Applicable

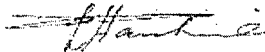
Courts). Each of the parties hereto hereby irrevocably waives, to the fullest extent it may legally and effectively do so, any objection it may have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in an Applicable Court. Any right to trial by jury with respect to any claim or action arising out of this Agreement or conduct in connection with the engagement is hereby waived. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally (including by confirmed legible facsimile transmission) or delivered by a responsible overnight courier service, to the Parties as the addresses set forth on the signature page hereto (or to such address as a Party may have specified by notice given to the other parties pursuant to this provision).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this 12<sup>th</sup> day of January 2019.

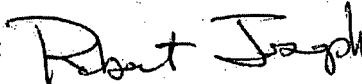
**National Council of Resistance of Iran**  
a/k/a NCRI

**Robert G. Joseph**

By:



By:



Name: Farzin Hashemi

Name: Robert G. Joseph

Address: 15 Rue des Gords  
95430 Auvers-sur-Oise  
France