

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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 .22 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, FARA 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 Washington Global Resources LLC	2. Registration Number 7397
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3. Primary Address of Registrant
 1050 30th Street NW, Georgetown, Washington, DC 20007

4. Name of Foreign Principal General Administration Company Ltd.	5. Address of Foreign Principal 33 St James's Square, Office 102 London UNITED KINGDOM SW1Y 4JS
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6. Country/Region Represented
 UNITED KINGDOM

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. 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.
Management Consultancy

b) Is this foreign principal:

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

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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.

Mr. Zimmerman owns and controls this company

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
04/11/2024	Ray Zimmerman	/s/Ray Zimmerman
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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

Printed Name

Signature

APRIL 11, 2024 RAY J. ZIMMERMAN



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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 .32 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, FARA 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 Washington Global Resources LLC	2. Registration Number 7397
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3. Name of Foreign Principal
General Administration Company Ltd.

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. What is the date of the contract or agreement with the foreign principal? 04/05/2024

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
The Registrant will provide management consultancy services to the Foreign Principal, on an ad hoc basis

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

Providing representation in the US; providing advice and guidance to the Foreign Principal and its clients on economic, business and political events from the US, to the extent these may impact the Foreign Principal's business.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "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.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
04/11/2024	Ray Zimmerman	/s/Ray Zimmerman
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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

Printed Name

Signature

APRIL 11, 2024 RAY J. ZIMMERMAN



Appendix

Response to Item 10

Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. 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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The Registrant will consult the Foreign Principal on a wide range of Washington-centric US policy developments. Although not specifically defined at present, the Registrant is likely to provide analysis of developments in the American economy, the US financial system, and the impact of the US presidential elections on them, the latter being a source of concern to many friendly foreign entities such as the Foreign Principal. The analysis will be made on a bi-partisan basis, incorporating views and developments of all sides of the US political spectrum.

MANAGEMENT CONSULTANCY AGREEMENT

Dated: 05th of April, 2024

PARTIES:

(1) **Washington Global Resources LLC** a Limited Liability Company incorporated in Florida, U.S.A with corporation number L18000237960, whose Registered address is: 1437 Blue Lake Circle, Punta Gorda, FL 33983 (the "**Client**")

and

(2) **General Administration Company Ltd** a private limited company incorporated in England and Wales with company number 14951660, whose Registered Office address is: 124 City Road, London, England, EC1V 2NX (the "**Consultant**").

AGREED TERMS:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

- **Board:** the board of directors of the Client (including any committee of the board duly appointed by it).
- **Business of the Client:** development and operation of a digital multi-asset trading platform, and all attendant products and services.
- **Capacity:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
- **Client Property:** all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client or Group Company or its or their customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the computer systems or other electronic equipment of the Client, the Consultant during the Engagement.

- Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client or any Group Company for the time being confidential to the Client or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or of any Group Company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, including in particular (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with his Engagement, whether or not such information (if in anything other than oral form) is marked confidential.
- Engagement: the engagement of the Consultant by the Client on the terms of this agreement.
- Group Company: the Client, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.
- Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, data in database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
- Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Engagement other than as expressly set out in this agreement or any documents referred to in it.
- Services: the services provided by the Consultant in a consultancy capacity for the Client or any Group Company.
- Subsidiary and Holding Company: in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee.
- Termination Date: the date of termination of this agreement, howsoever arising.

- Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in connection with the provision of the Services.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 The Schedule to this agreement forms part of (and is incorporated into) this agreement.

2. TERMS OF ENGAGEMENT

2.1 The Engagement shall be deemed to have commenced on the Commencement Date and shall continue until terminated by either party giving one month's notice.

3. DUTIES

3.1 During the Engagement the Consultant's title will be "Management Consultants" and they shall:

3.1.1 Be responsible for the following objective:

- (a) Provision of administration and support services.
- (b) Assisting the company to develop a robust business strategy.
- (c) Providing general management support and consultancy.
- (d) Providing support for corporate, administrative and secretarial functions.
- (e) Carry out research and data collection to better understand the organisation and facilitate discussions with the client to elaborate on the areas of proposed improvements.
- (f) Prepare business proposals and presentations, along with the implementation of a marketing strategy.
- (g) Effectively manage projects on an ad hoc basis.
- (h) Assistance in the establishment of set financial and management controls.

- 3.1.2 Liaise with service providers on behalf of the Client;
- 3.1.3 Documenting of Human Resource Policies and Procedures;
- 3.1.4 Scope and define the implementation of additional complementary project deliverables, in collaboration with internal and external stakeholders;
- 3.1.5 Provide the Services with all due care, skill and ability and use their best endeavours to promote the interests of the Client and any Group Company.
- 3.2 If the Consultant is unable to provide the Services due to illness or injury, the Consultant shall advise the Client of that fact as soon as reasonably practicable.
- 3.3 The consultant's hours at the office are to be determined by the volume and nature of the work. The Consultant will be expected to be present such additional hours as are necessary without further remuneration to fulfil his duties unless previously agreed.
- 3.4 The Consultant shall use reasonable endeavours to ensure that they are available at all times on reasonable notice to provide such assistance or to provide Information as the Client may require.
- 3.5 Unless they have been specifically authorised to do so by the Client in writing:
 - 3.5.1 The Consultant shall have no authority to incur any expenditure in the name of or for the account of the Client; and
 - 3.5.2 The Consultant shall not hold himself out as having authority to bind the Client.
- 3.6 The Consultant shall comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.
- 3.7 The Consultant undertakes to the Client that during the Engagement he shall take all reasonable steps to offer (or cause to be offered) to the Client any Business Opportunities as soon as practicable after the same shall have come to its or his knowledge and in any event before the same shall have been offered by the Consultant any other party provided that nothing in this clause shall require the Consultant to disclose any financial Issues to the Client if to do so would result in a breach by the Consultant of any obligation of confidentiality or of any fiduciary duty owed by them to any third party, i.e. other clients.
- 3.8 The Consultant shall:
 - 3.8.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

3.8.2 Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

3.8.3 Comply with the Client's Ethics and Anti-bribery and Anti-corruption Policies.

3.9 Breach of clause 3.8 shall be deemed a material breach of this agreement.

4. FEES

4.1 The Client shall pay the Consultant a fees at variable rates on a project by project basis, for the specific project goals and deliverables set out above. Said fees will be agreed in advance in writing and paid will be paid in portions on a quarterly basis over the course of the Agreement. Each separate project will be recorded in writing with specific fees and payment terms according to the format attached hereto as Appendix 1.

4.1.1 The Client reserves the right to award an additional bonus based on merit and performance.

4.2 Prior to payment the Consultant shall submit to the Client an invoice which gives details of the Services provided and the amount of the fee payable for the Services in the agreed amount during that time. Save for as set out below no other fees (other than those charged as above) shall be payable for the Services. The Consultant will bill monthly in arrears.

4.3 The Client shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Client or any Group Company at any time.

4.4 Payment in full or in part of the fees claimed under this clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the Client or any Group Company against the Consultant in respect of the provision of the Services.

5. EXPENSES

5.1 The Client shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant in the course of the Engagement, subject to agreement by the Company prior to any such expenses being incurred and production of receipts or other appropriate evidence of payment.

5.2 If the Consultant is required to travel abroad in the course of the Engagement, the Consultant shall be responsible for any necessary insurances, inoculations and immigration requirements.

6. OTHER ACTIVITIES

6.1 Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Engagement provided that:

6.1.1 Such activity does not cause a breach of any of the Consultant's obligations under this agreement;

6.1.2 The Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business of the Client or any Group Company without the prior written consent of the Client; said consent by the Client not to be unreasonably withheld, and

6.1.3 The Consultant shall give priority to the provision of the Services to the Client over any other business activities undertaken by it during the course of the Engagement.

7. CONFIDENTIAL INFORMATION AND CLIENT PROPERTY

7.1 The Consultant and the Client acknowledges that in the course of the Engagement it and the Consultant will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7.

7.2 The Consultant shall not (except in the proper course of his duties), either during the Engagement or for a period of four years after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

7.2.1 Any use or disclosure authorised by the Client or required by law; or

7.2.2 Any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

7.3 At any stage during the Engagement, the Consultant will promptly on request return to the Client all and any Client Property in its possession.

8. DATA PROTECTION

8.1 The Consultant consents to the Client holding and processing data relating to them for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Consultant including, as appropriate:

8.1.1 Information about the Consultant's physical or mental health or condition in order to monitor sickness absence;

8.1.2 The Consultant's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and

8.1.3 Information relating to any criminal proceedings in which the Consultant has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

8.2 The Consultant consents to the Client making such information available to any Group Company, those who provide products or services to the Client and any Group Company such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Client or any Group Company or any part of its business.

8.3 The Consultant consents to the transfer of such information to the Client's and any Group Company's business contacts outside the European Economic Area in order to further their business interests.

9. INTELLECTUAL PROPERTY

9.1 The Consultant warrants to the Client that the Client has valid assignment of all existing and future Intellectual Property Rights in the Works and of all materials embodying such rights and hereby grants a written irrevocable waiver of all the Consultant's statutory moral rights in the Works, to the fullest extent permissible by law.

9.2 The Consultant agrees, at the "end" of Phase one, defined as the delivery of the IT system according to the Scope of Work and the Timetable on one side, and the payment of the agreed fees on the other side, to assign (and hereby does assign) to the Client all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the Client.

9.3 The Consultant undertakes to the Client:

9.3.1 To notify to the Client in writing full details of all Inventions promptly on their creation;

9.3.2 To keep confidential the details of all Inventions;

9.3.3 whenever requested (after the end of phase one) to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Consultant's possession, custody or power;

9.3.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and

9.3.5 To do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client, after the end of Phase One.

9.4 The Consultant warrants that:

9.4.1 It has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;

9.4.2 It is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

9.4.3 The use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party,

9.5 The Consultant acknowledges that no further remuneration or compensation from any third parties other than that provided for in this agreement is or may become due to the Consultant in respect of the performance of its obligations under this clause 9.

10. LIABILITY

10.1 After Phase One, the Consultant shall have liability for and shall indemnify the Client and any Group Company for any loss, liability, costs (including reasonable legal costs) damages or expenses arising from any breach by the Consultant engaged by it of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services.

11. TERMINATION

11.1 Notwithstanding the provisions of clause 2.1, the Client may terminate the Engagement without notice and without any liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time:

11.1.1 The Consultant commits any act equivalent to gross misconduct affecting the Business of the Client or any Group Company;

11.1.2 The Consultant commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;

11.1.3 The Consultant is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

11.1.4 The Consultant is, in the reasonable opinion of the Board, negligent or incompetent in the performance of the Services;

11.1.5 The Consultant is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;

11.1.6 The Consultant makes an arrangement or composition with his creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant;

11.1.7 the Consultant commits any fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring the Consultant or the Client or any Group Company into disrepute or is materially adverse to the interests of the Client or any Group Company; or

11.1.8 The Consultant commits any offence under the Bribery Act 2010.

11.2 The rights of the Client under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant as having brought the agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.

12. OBLIGATIONS ON TERMINATION

12.1 On the Termination Date the Consultant shall:

12.1.1 Immediately deliver to the Client all Client Property which is in his possession or under its or his control;

12.1.2 Irretrievably delete any information relating to the Business of the Client or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under its or his control outside the premises of the Client; and

12.1.3 Provide a signed statement that he has complied fully with its or his obligations under this clause 12.

13. STATUS

13.1 The relationship of the Consultant to the Client will be that of independent contractor and nothing in this agreement shall render him an employee, worker, or agent of the Client and the Consultant shall not hold itself out as such.

13.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Client or any Group Company for and in respect of any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Consultant in respect of the Services, where such recovery is not prohibited by law. The Consultant shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Client's negligence or wilful default;

13.3 The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Consultant.

14. NOTICES

14.1 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being or by sending it by email notified by the relevant party to the other party. Any such notice shall be deemed to have been received:

14.1.1 If delivered personally, at the time of delivery;

14.1.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and

14.1.3 In the case of email, at the time of transmission.

14.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by fax to the fax number of the relevant party.

15. ENTIRE AGREEMENT

15.1 Each party on behalf of itself and (in the case of the Client, as agent for any Group Companies) acknowledges and agrees with the other party (the Client acting on behalf of itself and as agent for each Group Company) that:

15.1.1 This agreement constitutes the entire agreement and understanding between the Consultant and the Client and any Group Company and supersedes any previous agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);

15.1.2 In entering into this agreement neither party nor any Group Company has relied on any Pre-Contractual Statement; and

15.1.3 The only remedy available to it or arising out of or in connection with any Pre-Contractual Statement shall be for breach of contract. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.

16. VARIATION

16.1 No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

17. COUNTERPARTS

17.1 This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

18. THIRD PARTY RIGHTS

18.1 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.

18.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

19. GOVERNING LAW AND JURISDICTION

19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.


19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).


This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

* * * * *

IN WITNESS WHEREOF:

The parties hereto set this day their hand:


SIGNED: _____
By **Washington Global Resources LLC "Client"**
Acting by Dr. Ray James Zimmerman
Title: Member
Duly authorized


SIGNED: _____
By **General Administration Company Ltd "Consultant"**
Acting by: Dr. Ray James Zimmerman
Title: Director
Duly authorised