

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 Ghazal & Associates LLC | 2. Registration Number 7417 |
|--|--------------------------------|

3. Primary Address of Registrant
 300 New Jersey Avenue, NW, Suite 900, Washington, DC 20001

| | |
|--|--|
| 4. Name of Foreign Principal Ali al Mousawi | 5. Address of Foreign Principal Baghdad Residence Complex, B4, 104, Green Zone Baghdad IRAQ |
|--|--|

6. Country/Region Represented
 IRAQ

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:

| | |
|--------------------------------------|---|
| <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 (<i>specify</i>) _____ |

Individual-State nationality IRAQ

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.
Political and advocacy strategic counseling

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 checked="" type="checkbox"/> No <input type="checkbox"/> |

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

Item 10(b) subsidized: Funded in part by foreign businesspersons interested in promoting a positive U.S.-Iraqi bilateral relationship.

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.

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 |
|------------|--------------|---|
| 06/10/2024 | Jay Ghazal | <input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Jay Ghazal |
| _____ | _____ | <input data-bbox="886 489 954 527" type="text" value="Sign"/> _____ |
| _____ | _____ | <input data-bbox="886 573 954 611" type="text" value="Sign"/> _____ |
| _____ | _____ | <input data-bbox="886 657 954 695" type="text" value="Sign"/> _____ |

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

| | | |
|-------|-----------|-----------|
| _____ | JAY GARZA | Jay Garza |
| _____ | | |
| _____ | | |
| _____ | | |

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 Ghazal & Associates LLC | 2. Registration Number 7417 |
|--|--------------------------------|

3. Name of Foreign Principal
Ali al Mousawi

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? 06/01/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will perform services by engaging in meetings with foreign principal and with various officials and staff in the federal government.

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

Registrant will provide government relations advice and assistance as requested by foreign principal, some of which may include monitoring U.S. political and legislative activities regarding issues of interest to foreign principal. Registrant may also facilitate interactions with U.S. federal Executive Branch officials, Congress, and think tanks. Consultant may also provide guidance and assistance to news developments.

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.

Registrant will provide government relations advice and assistance as requested by foreign principal, some of which may include monitoring U.S. political and legislative activities regarding issues of interest to foreign principal. Registrant may also facilitate interactions with U.S. federal Executive Branch officials, Congress, and think tanks. Registrant may also provide guidance and assistance to news developments.

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 |
|------|---------|--------|---------|
|------|---------|--------|---------|

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 |
|---------------|-----------|---------|-----------------------|
|---------------|-----------|---------|-----------------------|

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 |
|------|-----------|---------|-----------------------|
|------|-----------|---------|-----------------------|

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 |
|------------|--------------|---------------|
| 06/10/2024 | Jay Ghazal | /s/Jay Ghazal |
| _____ | _____ | Sign _____ |
| _____ | _____ | Sign _____ |
| _____ | _____ | Sign _____ |

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

| | | |
|-------|-----------|-----------|
| _____ | JAY GARZA | Jay Garza |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

GHAZAL & ASSOCIATES, LLC
CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the “**Agreement**”) is made by and between **GHAZAL & ASSOCIATES, LLC** (the “**Consultant**”), a limited liability company, and **ALI AL MOUSAWI**, an individual (the “**Client**”).

RECITALS

- R-1.** The Client wishes to retain the services of the Consultant as an **independent contractor**. Consultant’s primary responsibility will involve providing consulting services (“**Services**”) to Client as described in Section 1 or pursuant to work orders issued under this Agreement; and
- R-2.** Client is willing to retain Consultant **as an independent contractor** to perform the Services as set forth in this Agreement.
- R-3.** When accepted and signed by Consultant, this document will constitute the entire agreement for those Services.

NOW, THEREFORE, in consideration of these mutual covenants and agreements, the sufficiency of which is hereby acknowledged, the parties, each intending to be legally bound, covenant and agree as follows:

The Recitals set forth above are incorporated herein as operative statements as if set forth in full below.

This Agreement is made effective as of June 1, 2024 (the “**Effective Date**”), by and between Client and Consultant.

1. SERVICES

1.1. Consultant’s primary responsibility shall be to provide government relations advice and assistance as requested by client, some of which may include monitoring U.S. political and legislative activities regarding issues of interest to Client. Consultant may also facilitate interactions with U.S. federal Executive Branch officials, Congress, and think tanks. Consultant may also provide guidance and assistance to news developments.

1.2. Paragraph 1.1 above notwithstanding, the specific consulting Services and the specific times such Services are to be performed shall be mutually agreed upon by Consultant and the Client, or such other person as the Client may designate on behalf of Client. Client expects Consultant to devote the number of hours as is reasonably necessary to fulfill the purposes of this Agreement.

1.3. Any personnel supplied by Consultant will be deemed to be Consultant’s

employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of Client. Consultant will keep Client informed from time to time as to the identity of any individual or individuals retained or employed by Consultant who may be performing services on Consultant's behalf under this Agreement. Actual direction and control of such employees, agents and independent contractors shall at all times be Consultant's responsibility.

1.4. Consultant hereby affirms that Consultant has in place, and in force, a Document Retention Policy that is reasonable and necessary in the context in which Consultant and Consultant's consulting business is engaged and as necessary to comply with all laws of any relevant jurisdiction.

1.5. All Services rendered by Consultant under the terms of this Agreement will be rendered in accordance with all applicable federal, state and local laws and regulations, including, without limitation, the Foreign Agents Registration Act ("FARA"), the Federal Election Campaign Act of 1971, as amended, the Internal Revenue Code, the Gift Rules and Guidelines of the United States Senate and House of Representatives, the Standards of Ethical Conduct of Employees of the Executive Branch, and the Lobbying Disclosure Act of 1995, as amended, the Honest Leadership and Open Government Act, and all similar state and local laws and rules regarding the registration, reporting, and conduct of those engaging in lobbying activities. It is understood and agreed that no part of the fee, other compensation or expense reimbursements paid to Consultant under this Agreement will be paid directly or indirectly to a government official or employee.

1.6. In connection with the Services Consultant will provide under this Agreement, Consultant will appropriately and timely file with governmental entities any and all disclosures and other reports as may be required by law or regulation. Specifically, Client acknowledges that Consultant will register and report as required by the Foreign Agents Registration Act ("FARA"). Client agrees to provide all information timely and accurately as requested by Consultant for the purposes of filing accurate reports under FARA. In addition, Consultant shall maintain a record retention protocol that is necessary for compliance with state and federal statutes and rules, including but not limited to the retention of billing records, time sheets, lobbying records, bank statements, and tax documents.

1.7. Client warrants that fees paid pursuant to Section 2 are those of the Client and not reimbursed by any third party. Further, Client warrants that no third party is providing direction or supervision for any Services performed by Consultant.

1.8. Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of Client, or to be deemed to provide Consultant with the power or authority to act for or on behalf of Client, or to bind Client to any contract, agreement, or arrangement with any other person, except as specifically set forth herein.

2. COMPENSATION, EXPENSES, INVOICING, TAXES, AND BENEFIT

2.1. Client shall pay Consultant a monthly retainer fee of \$25,000 for Services provided.

2.2. Consultant maintains a position of trust with Client, and in that regard shall be trusted to incur certain expenses on Client's behalf that are both directly and necessarily related to the performance of Consultant's Services under this Agreement. Such expenses may include, but are not limited to, photocopying, messenger and delivery service, air and other travel, hotels, parking, filing fees, and related operating expenses. Should Consultant anticipate such expenses exceeding \$500 in any month, Consultant shall submit to Client's designee a request in writing in advance for the reimbursement of those expenses. Expenses exceeding \$500 in a given month and not approved in advance are reimbursable at the sole discretion of Client.

2.2.2. Under no circumstances shall Consultant accept any reimbursements or compensation from Client or any third party for political contributions made by Consultant or any of its officers, employees, or agents.

2.3. Client shall pay legal and filing fees incurred by Consultant related to compliance with FARA, including registration and reports.

2.4. During the Term of this Agreement, Consultant will invoice Client in writing no later than the 5th day of each month in which services are provided for fees and reimbursable costs and expenses. Consultant will provide a simple written description of the Services provided with the submission of invoices or as otherwise directed by Client. All such costs and expenses must be itemized and Consultant will produce back-up for such costs and expenses upon request.

2.5. Consultant's approved monthly invoices are payable by Client within 15 days after receipt.

2.6. Client will provide Consultant with a W-9 and 1099 tax form, if applicable, for the Consultant's filing.

2.7. Consultant is solely responsible for the payment of Consultant's federal, state, and local taxes, and for any filings required in connection with such taxes. Client is not responsible for the payment of, or withholding of, federal, state, or local income taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workers compensation insurance, and any other similar personnel costs in connection with the Services performed under this Agreement. Under no circumstances will Consultant or any of Consultant's employees or subcontractors or representatives be entitled to any form of fringe benefit or employee benefit from Client, including, but not limited to, any pension, deferred compensation, 401(k), retirement, disability, health insurance or life insurance benefit or coverage, and Consultant, Consultant's employees, representatives, agents and subcontractors expressly and irrevocably waive any such claim or entitlement.

3. TERM OF ENGAGEMENT

3.1. This Agreement shall be effective as of June 1, 2024, for a term of 180 days thereafter. Following this initial term, the Agreement shall continue unless terminated as described in Section 3.2.

3.2. Either Party to this Agreement may terminate this Agreement with 15 days written notice to the other Party.

3.3. If this Agreement is terminated for any reason, Client will be obligated to pay Consultant for all Services performed under this Agreement through the date of termination. For any partial month in which Consultant provides Services to Client, Consultant shall be entitled to a pro rata portion of the monthly fee in Section 2.1 representative of the portion of the month during which Client retained Consultant pursuant to this Agreement.

4. CONFIDENTIALITY

4.1. Consultant acknowledges that Consultant may have access to written, computerized, oral, and other confidential information, which is highly proprietary to Client, and the disclosure of which, beyond Client and its employees and consultants, is not authorized. Except as necessary to perform the Services hereunder, Consultant agrees that Consultant will not disclose or use any confidential information, in any form, for any purpose, except with Client's express, written, prior approval or with the express written, prior approval of such designee as Client may choose. This provision does not apply to information already in the public domain at the time of the disclosure or use through no fault or action of Consultant, or disclosure required by law or court order.

4.2. Consultant will assume that all information Consultant will receive in the course of Consultant's consulting Services under this Agreement is confidential, unless such information clearly is in the public domain.

4.3. Consultant (and Consultant's employees, agents, or independent contractors) will not, during or after the Term of this Agreement, directly or indirectly, use, disseminate, or disclose to any person, firm or other business entity for any purpose whatsoever, any information which was disclosed to Consultant as a consequence of or through Consultant's Services to Client under this Agreement, except as required by law.

5. INDEMNIFICATION

Client agrees to indemnify Consultant, and any of its affiliates, successors, assigns, officers, directors, members, employees, and agents (collectively, "Indemnified Persons") and hold Indemnified Persons harmless from any cost or expenses, including attorney fees, and any and all liability or loss resulting from or arising: (i) in any way out of Consultant's performance of Services under this Agreement, (ii) from any inaccuracy in representation, warranty, covenant or agreement of Client described in this Agreement or breach of this Agreement by Client; *or* (iii) from any negligence,

willful misconduct, or intentional act of Client.

6. INTELLECTUAL PROPERTY

6.1. To the extent that any work product delivered to Client pursuant to this Agreement includes material subject to copyright, Consultant agrees that the work product is created as a “work for hire” as that term is defined under United States copyright law, and that as a result, Client shall own all copyrights in the work product.

6.2. To the extent that such work product does not qualify as a work for hire under applicable law, and to the extent that such work product includes material subject to copyright, trademark, patent, trade secret, or other proprietary right protection, Consultant hereby assigns to Client, its successors and assigns, all right, title and interest in and to the work product, including all copyrights, trademarks, patents, trade secrets, and other proprietary rights therein (including renewals thereof). Consultant shall execute and deliver such instruments and take such other action as may be required and requested by Client to carry out the assignment contemplated by this paragraph.

6.3. Any documents, files, images, audio, video, magnetically or optically encoded media, or any other materials, including donor lists and information, created by Consultant pursuant to this Agreement shall be the exclusive property of Client and subject to the terms of this Agreement.

7. GENERAL PROVISIONS

7.1. The rights and obligations under this Agreement may not be assigned or delegated, in whole or in part, to any other party or parties without the prior written consent of Client, which consent shall not be withheld unreasonably. Client’s consent to any such assignment or subcontract shall not relieve Consultant of any liability for the performance of this Agreement.

7.2. All rights of the parties under this Agreement shall survive the conclusion or termination of this Agreement.

7.3. Except as provided in the paragraph immediately below, the parties agree that any action or proceeding arising out of or relating to this Agreement and all claims in respect of the action or proceedings may be heard and determined in a court with jurisdiction sitting in the District of Columbia. This Agreement shall be governed and construed in accordance with and pursuant to the laws of the District of Columbia without giving effect to any choice of conflict of law provision or rule (whether of the District of Columbia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the District of Columbia.

7.4. Notwithstanding the provisions of the paragraph immediately above, Client may, at its election, and prior to the filing of any action in any court by either Client or Consultant, refer any dispute or controversy between the parties arising from or relating to this Agreement to binding arbitration to be held in the District of Columbia, in accordance with the rules of the American Arbitration Association then

ineffect.

7.5. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be valid.

7.6. The failure of either party hereto at any time to require performance by the other party of any provision of this Agreement shall in no way effect the right of such party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any succeeding breach of such provisions, or as a waiver of the provision itself.

7.7. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

7.8. Except as specified otherwise, each party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

7.9. The provisions of this Agreement were negotiated by the parties hereto and said agreement shall be deemed to have been drafted jointly by all of the parties hereto and it shall not be deemed to be the work of either party, nor shall it be interpreted against either party as the drafter. If any action is brought to enforce, or to construe or determine the validity of, any term or provision of this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and costs of the action.

7.10. All notices, requests, demands, and other communications which are required or may be given under this Agreement, except as herein provided, shall be in writing and shall be deemed to have been duly given when received if personally delivered, two (2) days after it is sent if sent by recognized expedited delivery service; and upon receipt, if mailed, certified mail, return receipt requested; or by electronic mail to a known, valid, and routinely used email address of the other Party. In each case communications shall be sent to the address set forth below the party's name on the signature page hereto.

7.11. This Agreement supersedes all prior oral or written proposals, communications or other agreements related to the subject matter of this Agreement. This Agreement constitutes the entire understanding between Consultant and Client with regard to the subject matter of this Agreement and no amendment or change shall be binding upon the parties unless in writing and signed by both parties.

7.12. Each exhibit and schedule hereto shall be attached hereto and shall be considered a part hereof as if set forth in the body hereof in full.


7.13. Each party shall bear their own costs of legal fees associated with the negotiation

and execution of this Agreement, or with any other aspect of the relationship between Client and Consultant.

7.14. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile or electronic signature, which shall be considered original signatures in accordance with applicable law.

The undersigned have executed this Agreement on the dates written below their signatures and to be effective as of the date set forth on Page 1 of this Agreement.

GHAZAL & ASSOCIATES, LLC

DocuSigned by:

507B837F40A5458...

By: Jay Ghazal
Title: Principal
Date: 5/30/2024

ALL AL MOUSAWI

DocuSigned by:

B0C4EC9EC44740A

Date: 5/30/2024