

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 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 Squire Patton Boggs, LLP	2. Registration Number 2165
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3. Primary Address of Registrant
2550 M Street, NW, Washington, DC 20037-1350

4. Name of Foreign Principal The Islamic Republic of Pakistan	5. Address of Foreign Principal 3517 International Court, NW, Washington, DC 20008
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6. Country/Region Represented
PAKISTAN

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

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) _____

☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

Embassy of the Islamic Republic of Pakistan to the United States

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

H.E. Rizwan Saeed Sheikh, Ambassador of the Islamic Republic of Pakistan to the United States

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.

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 ☐ |

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.

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
04/11/2025	Edward J. Newberry	Sign /s/Edward J. Newberry
		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.

Signature**Printed Name****Date***/s/ Edward Newberry*

Edward Newberry

4/11/2025

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 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
Squire Patton Boggs, LLP

2. Registration Number
2165

3. Name of Foreign Principal
The Islamic Republic of Pakistan

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 04/08/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Orchid Advisors, LLC ("Orchid") has been engaged by the Islamic Republic of Pakistan ("Pakistan") to advise it on its bilateral relationship with the United States, including on political, diplomatic, commercial and economic, and security matters, in accordance with the provisions of an agreement between Pakistan and Orchid dated April 8, 2025. Orchid has engaged Squire Patton Boggs (US) LLP to help provide, as a subcontractor to Orchid, certain of those services.

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

Registrant may provide legal and public policy advocacy and advice regarding the Pakistan-US bilateral relationship including on political, diplomatic, commercial and economic, and security matters. Some of the Registrant's activities may involve lobbying, preparation and dissemination of informational materials, and otherwise engaging with US policymakers.

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

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, including 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 to the date of registration 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 to the date of registration 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
04/11/2025	Edward J. Newberry	Sign /s/Edward J. Newberry
		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.

Signature**Printed Name****Date***/s/ Edward Newberry*

Edward Newberry

4/11/2025

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.

Registrant may provide policy advice and outreach concerning the political and commercial bilateral relationship between the Islamic Republic of Pakistan and the United States.

Orchid Advisors, LLC
1055 Thomas Jefferson Street, NW
Suite 303
Washington, DC 20007

Mr. Aubrey A. Rothrock III
Partner
Squire Patton Boggs (US) LLP
2550 M Street NW
Washington DC 20037

Dear Mr. Rothrock:

Orchid Advisors, LLC (“**Orchid**”) has been engaged by the Islamic Republic of Pakistan (“**Pakistan**”) to provide lobbying and government relations services to Pakistan, in accordance with the provisions of an agreement between Pakistan and Orchid dated April 8, 2025 (the “Prime Contract”). An executed copy of the Prime Contract is attached hereto as Appendix 1. The provisions of the Prime Contract are incorporated herein and made a part hereof.

By mean of this Agreement (the “Subcontractor Agreement”), Orchid hereby engages Squire Patton Boggs (US) LLP (“**SPB**”) to provide, as a subcontractor to Orchid, certain of the services that are to be provided by Orchid to Pakistan in accordance with the provisions of the Prime Contract. The Subcontractor Agreement shall commence on the date of its signing by you and shall continue for six months, unless terminated by either party upon written notice to the other.

As compensation for the services rendered by SPB during the period of the Subcontractor Agreement, Orchid will pay SPB a fixed monthly fee of US\$125,000 from and out of the Monthly Retainer to be paid by Pakistan to Orchid under the provisions of the Prime Contract.

The relationship between Orchid and you will be that of independent contractor and not that of partners, joint venturers, or employer/employee. Without the prior consent of the other, neither will be authorized to bind or obligate the other or, except as provided herein and in the Prime Contract, to act for or on behalf of the other.

Orchid and SPB mutually consent that each may represent, on matters unrelated to Pakistan, clients that have interests adverse to other clients of the other party.

SPB agrees to comply with and be bound by all the provisions of the Prime Contract that are applicable to SPB as a subcontractor to Orchid.

Each of Orchid and SPB shall be responsible for its own compliance with the regulatory filing requirements pertaining to them in connection with their respective performance of the services referenced herein.

All notices, consents, and other communications by, to, and between Orchid and SPB hereunder must be in writing and will be deemed to have been given when delivered, and receipt confirmed, by a nationally recognized overnight courier service; when mailed by certified mail, postage prepaid, and return receipt requested; or when transmitted, and receipt confirmed, by electronic mail to, respectively, Steven J. Quamme, Orchid Advisors, LLC, 1055 Thomas Jefferson Street NW, Suite 303, Washington, DC 20007, or Email Address: quamme@outlook.com; and to Aubrey A. Rothrock III, Squire Patton Boggs (US) LLP, 2550 M Street NW, Washington DC 20037, or Email Address: Aubrey.rothrock@squirepb.com.

Neither Orchid nor SPB may assign the agreements referenced herein or any interest therein without the prior written consent of the other.

This Subcontractor Agreement contains all the agreements between Orchid and SPB with respect to the subject matter hereof, superseding any prior communications, oral or written, concerning same.

The invalidity or unenforceability of any provision of any of the agreements referred to herein will not affect the validity or enforceability of any other provision of such agreements.

These agreements will be performed in the District of Columbia and will, thus, be construed and enforced in accordance with the laws thereof, without regard to its conflicts of law provisions.

Please acknowledge your approval and acceptance of the foregoing agreements by executing and returning to me by email a copy of this Subcontractor Agreement. This Subcontractor Agreement, once executed by Orchid and SPB in counterparts, will constitute a binding agreement between us that will be enforceable in accordance with its terms and that cannot be modified or terminated except by a written instrument executed by both Orchid and SPB.

Very truly yours,

ORCHID ADVISORS, LLC

Signed by:
By: Steven J. Quamme
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Steven J. Quamme
President

Confirmed and accepted as of this 8th day of April 2025

SQUIRE PATTON BOGGS (US) LLP

Signed by:
By: Aubrey Rothrock
47A4D7BCC2BD491...
Aubrey A. Rothrock III
Partner

Orchid Advisors, LLC
1055 Thomas Jefferson Street, NW
Suite 303
Washington, DC 20007

April 8, 2025
Ambassador Rizwan Saeed Sheikh
Islamic Republic of Pakistan
Islamabad, Pakistan

Dear Mr. Ambassador:

This agreement ("Agreement") sets forth the terms of the engagement by you (the "Client") of Orchid Advisors, LLC ("Orchid"), pursuant to which Orchid shall provide advisory services to the Client for a fee, such services relate to various interests and objectives, including the following: (1) provide a team of experts in both Washington and New York and serve as your trusted advisors to further Pakistani commercial, business and security interests; (2) provide a deep understanding of political and economic developments in the United States; (3) develop a program for addressing geo-political risks in the United States and elsewhere; (4) strengthen your position in dealing with the current Administration; (5) strengthen your position in dealing with the Congress; (6) enhance your position and image in Washington; and (7) improve your access to vital intelligence and strengthen your overall security. The primary goal is to reset and strengthen the relationship between the Islamic Republic of Pakistan and the United States across all sectors – governmental and private sector included.

1. Scope of Services. In connection with the analysis and pursuit of your strategic and economic objectives, Orchid will, as the Client's advisor, assist with one or more of the following activities, as requested from time to time (these activities are hereinafter referred to as the "Advisory Services"):

- Strategic review of Pakistan's current economic, political, and social policies and the implications for Pakistan business and other strategic interests.
- Provide assessment and actionable advice regarding Pakistan-US relationship with the goal of resetting the Pakistan-United States relationship with respect to political, diplomatic and defense related matters. Washington can be a difficult and confusing place to try to get things done. We would assist you in developing positive and constructive ties with the Administration (including the White House, the State Department, the Pentagon, the National Security Council and the Treasury Department) and the Congress (the Senate and the House of Representatives).

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- Monitor proposed executive and legislative proposals, particularly the activities on Capitol Hill:
 - Provide early warning of legislative proposals that may impact the Islamic Republic of Pakistan.
 - Prepare an impactful narrative and proof points for use with US policymakers.
 - Prepare real-time intelligence and analysis of developing US legislative proposals, policy and diplomatic positioning with respect to Pakistan.
 - Direct advocacy efforts with key US Client officials, including Department of State, Department of the Treasury (Office of Foreign Assets Control), US Diplomatic Corps, Department of Defense and US Congressional Committees of jurisdiction, and Republican and Democrat Party Leadership as well as private sector interests in the United States.
- Direct advocacy efforts with the Trump Administration regarding tariffs and trade.
- Engage, as appropriate with the World Bank Group, including the International Monetary Fund and the International Finance Corporation.

The Advisory Services shall include multiple objectives. Initially, the Advisory Services will focus on legislative initiatives in the United States Congress, particularly the Pakistan Democracy Act. The Squire Patton Boggs team shall direct the efforts to monitor the progress of all legislative initiatives impacting the Islamic Republic of Pakistan, provide advice as to such matters and represent the Islamic Republic of Pakistan before some governmental bodies as may be appropriate. The longer-term objectives of the engagement shall include the agreed upon efforts to reset the diplomatic, military and commercial relationships between the Islamic Republic of Pakistan and the United States, with particular emphasis on trade, tariffs and military matters.

2. Compensation. In order to be successful, this ambitious mandate will need to engage a range of experts and advisors in Washington and New York and will require a coordinated effort across various legal, lobbying, communications and other advisors. For providing the Client with the Advisory Services set forth above, Orchid will be compensated by the Client as follows:

- (a) The Client shall pay a monthly non-refundable retainer of US\$250,000 (the "Monthly Retainer") for the duration of this Agreement. The first three (3) monthly payments will be due upon execution of this Agreement. Thereafter, the Monthly Retainer shall be paid quarterly in advance. All payments are due within 30 days of the invoice which will be emailed to you and any other person designated by you. Efforts related to the broader diplomatic, military, trade and commercial relationship shall commence as directed by the Client.

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- (b) The fees and expenses of retained advisors (including those of Squire Patton Boggs retained pursuant to a separate engagement letter) shall be included in the Monthly Retainer.
- (c) No additional costs will be re-imbursed by the client unless they are approved in writing, in advance, including travel and accommodation. No travel abroad is contemplated or agreed to this agreement unless mutually agreed to between the client and Orchid.

3. Confidential Review. All information, documents, records and other materials provided by the Client to Orchid in connection with the performance of the Advisory Services shall be kept confidential by Orchid, its agents and counsel. Orchid shall keep all such information, to the extent confidential and proprietary to the Client, confidential except to the extent disclosure is required by any judicial, administrative or self-regulatory agency or organization. This obligation shall survive the termination of the engagement. Each of Orchid and Squire Patton Boggs shall agree to take all necessary actions to destroy all Client files (soft and hard copy) including all documents and materials therein. Certain of the activities may require that Orchid or others file disclosure forms or register with the United States. The following information shall not be deemed confidential or proprietary:

- (a) Information that at the time of disclosure, or after disclosure, is or subsequently becomes generally available to the public, other than as a result of a breach by Orchid of its obligations under this Agreement;
- (b) Information that prior to or at the time of disclosure by the Client, was already in the possession of Orchid or its affiliates or could have been developed by them from information then in their possession, by the application of other information or techniques in their possession or generally available to the public or available to them, other than from the Client or its agents;
- (c) Information that at the time of disclosure or subsequent to disclosure, is obtained by Orchid or its affiliates from a third party who is lawfully in possession of the information and who is not in violation of any contractual, legal or fiduciary obligation to the Client with respect to that information; or
- (d) Information that is or was independently developed by Orchid or its affiliates from information lawfully obtained by Orchid or its affiliates from parties lawfully in possession of such information and who are not in breach of any contractual, legal or fiduciary obligation to the Client with respect to the information.

4. Term. This engagement shall commence on the date of the signing of the agreement by you below and shall continue for six months unless terminated by either party. The contract would be renewable subject to review of mutually agreed TORs etc. Either party may terminate this Agreement at any time upon 30 days' notice by delivering written notice of termination to the other party, without further obligation to each other, except it is agreed that the provisions relating to the payment of fees and expenses, confidentiality, the status of Orchid as an

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independent contractor and the limitation on duties owed by Orchid. Upon the expiration of the Term and unless agreed upon in writing to extend the services of Orchid, this Agreement shall be considered terminated on the day of completion.

5. Independent Contractor. The Client acknowledges and agrees that Orchid has been retained pursuant to this Agreement to act as advisor to the Client solely with respect to the Advisory Services described above. In such capacity, Orchid shall act as an independent contractor, and any duties of Orchid arising out of its engagement pursuant to this Agreement shall be contractual in nature and shall be owed solely to the Client. Nothing in this agreement shall create an employer-employee relationship.

6. Beneficiaries. This Agreement shall inure to the sole and exclusive benefit of Orchid and the Client and their respective successors and representatives. The obligations and liabilities under this Agreement shall be binding upon Orchid and the Client.

7. Amendments. This Agreement may be modified or amended, or its provisions waived, only in writing signed by the party against whom enforcement of the modification, amendment or waiver is sought.

8. Entire Agreement. This Agreement constitutes the entire Agreement between the Client and Orchid and supersedes and cancels any and all prior or contemporaneous arrangements, understandings and agreements, written or oral, between them relating to the subject matter hereof.

9. Severability. If any portion of this Agreement shall be held or made unenforceable or invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect, and, to the fullest extent, the provisions of the Agreement shall be severable.

10. Governing Law. All disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its comprehensive Arbitration Rules and Procedures. The arbitration will take place in and be administered in accordance with the laws of the District of Columbia.

11. Waiver, Amendment and Modification; Headings. No waiver, amendment or other modification of this Agreement shall be effective unless signed in writing by each of the parties hereto. The headings used herein are for ease of reference only and shall not be used to construe the meaning of this Agreement.

12. Limitation of Liability. Orchid and Client's liability for any claims arising from this engagement shall not exceed the monthly fee paid by the client.

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13. Ownership of Work Product: The Orchid agrees to execute any documents to take all necessary actions to effectuate and confirm transfer of ownership upon the client's request. The Orchid agrees to destroy all client files (soft & hard copy) including all documents and materials therein, on client's request, in any case not later than one year of completion of the agreement.

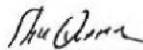
14. Billing Disputes: The client agrees to inform Orchid of any dispute, client may have with respect to a billing statement within ten (10) days of the statement date. Even if you dispute a portion of a billing statement, you agree to pay the undisputed portion within 30 days of your receipt of the statement.

15. Regulatory Filings. Client acknowledges that certain of the Services may require regulatory filings in Washington or elsewhere. These include requirements under the Lobbying Disclosure Act, the Foreign Agents Registration Act and perhaps others. The parties agree that Orchid shall make all such filings as required by law.

If the foregoing terms correctly set forth our agreement, please sign and return to us a duplicate copy of this Agreement. We look forward to developing a long-term relationship with the Client.

Very truly yours,

ORCHID ADVISORS, LLC

By: 
Steven J. Quamme
President

Confirmed and accepted as of this 8th day of April 2025.

Islamic Republic of Pakistan

By: 
Ambassador Rizwan Saeed Sheikh

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