#5483

Qorvis COMMUNICATIONS

August 15, 2009

Cassidy and Associates
700 Thirteenth Street NW, Suite 400
Washington, DC 20005

Dear Sir and Madam:

We are delighted to provide public relations services to Cassidy and Associates ("Client"). In this letter we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to Qorvis Communications, LLC, and "you" and "yours" refer to Client. For ease of reference, we have numbered the remaining paragraphs.

1. As part of our agreement, we will provide services on behalf of Client and described in the Scope of Work, attached herein as Exhibit A. These services will be performed in the United States in connection with the Client's primary contract with the Republic of Equatorial Guinea. We acknowledge that we will file under the Foreign Agents Registration Act as required by law for activities related to Republic of Equatorial Guinea and provide a copy to Client.

2. This agreement begins August 15, 2009 and may be terminated thirty (30) days after either of us gives written notice of termination to the other party. You will remain liable for all fees and expenses accumulated through the date of termination. This agreement will extend for one year.

3. We will bill you as follows:

   a) On August 15, 2009, Client will submit a lump sum payment for the first three months of this agreement in the amount of forty five thousand dollars ($45,000). Thereafter, Client will submit a monthly payment of fifteen thousand dollars ($15,000) by the sixth day of each month. This monthly payment will be for future work performance. This monthly payment is contingent upon the Client receiving payment in advance by the Republic Equatorial Guinea.

   b) Any extraordinary out of pocket expenses such as expenses for advertising, production, printing and travel and based on estimates previously supplied to you and approved in advance will be billed monthly.

   c) Copies of our bills will be sent directly to Client, who may at its election pay us directly using any of the following means:

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Electronic payments:	Check payments:	Overnight check payments:
M&T Bank One M&T Plaza, 2nd Floor Buffalo, NY 14203 Communications ABA#[redacted] ACCT#[redacted]	Qorvis Communications PO Box 62081 Baltimore, MD 21264	Qorvis Communications Attn: Laura Wert 1201 Connecticut Ave. F/C Qorvis Suite 600 Washington, DC20036

Time is of the essence for the payment obligations hereunder.

4. After we have issued material to the news media or to another third party, its use is no longer under our control. We cannot assure the use of news material by any news organization. Similarly, we cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by us.

5. You will not request, and nothing in this agreement shall be deemed to require that we undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article which, in our judgement, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to your interest or ours. Similarly, nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to the media or others.

6. It is agreed that Client will indemnify us against any loss or expenditure (including reasonable attorneys' fees and costs) that we may incur as the result of any claim, suit or proceeding made or brought against us to the extent caused by Client's (or anyone acting on behalf of or directing Client) negligent acts, errors or omissions, gross negligence, or willful misconduct or arising out of or related to any services, materials, or publicity prepared for by us and approved by Client or anyone acting on behalf of Client. Provided, however, that in no case shall Client be obligated to indemnify us for losses or expenditures which, in the aggregate, exceed One Million Dollars ($1,000,000.00). In addition, Client will indemnify us for all loss, cost or expenditure (including reasonable attorneys' fees and costs) incurred: (1) in enforcing the terms and conditions of this contract and/or (2) arising out of us being subpoenaed as a witness or to produce documents in any action to which it is a party. The obligation to indemnify us hereunder shall include, without limitation, paying Qorvis for any and all personnel time incurred in connection with any such claim, suit, proceeding or subpoena based upon our standard hourly rates. The duties to indemnify us shall not terminate with the cancellation of this contract.

7. You agree that during the term in which we provide services to you and for a period of twelve (12) months thereafter, you will not solicit or induce any employee of Qorvis to leave his or her employment with Qorvis, or hire any such employee or request or advise any other client of Qorvis to withdraw, curtail or cancel its business with Qorvis except to the extent you are required to do so under the laws of the United States.

8. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE PURSUED THROUGH ARBITRATION WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of the arbitration shall be Washington, DC.

10. Client agrees, with prior written approval for each instance, to allow the use of the Client's name for Qorvis's general marketing purposes, such as in a listing among clients in a new client press release or in such a listing on the Qorvis's website.

This letter agreement supersedes any other agreement, written or oral, pertaining to the attached proposal between Qorvis and Client. If you have any questions about this letter of agreement, please call. We are very enthusiastic about this new assignment and confident of our ability to do the job. We look forward to working with you.

By: Qorvis Communications, LLC

Bryan Zublick
Chief Financial Officer
8/13/09
Date

By: Cassidy and Associates

Name:
Title: ~~Chief Executive Officer~~ Vice Chairman

Date 8-13-09

Exhibit A

STATEMENT OF WORK

This Statement of Work ("SOW") is made and entered into and is effective as of the 15th Day of August 2009 ("effective date") by and between Qorvis Communications, LLC ("Qorvis") and Cassidy and Associates ("Cassidy").

WHEREAS, Qorvis entered into an Agreement ("Agreement") with Cassidy, wherein this SOW was agreed to be negotiated, attached to and known as Exhibit 'A' to that Agreement; and

WHEREAS the Work was agreed to be an essential and material to the Contract; and

WHEREAS, Qorvis and Cassidy desire to establish the terms of the services to be provided by Qorvis to Cassidy related to Cassidy's Primary Contract with The Republic of Equatorial Guinea;

NOW, THEREFORE in consideration of the mutual and reciprocal obligations herein contained, Qorvis and Cassidy agree as follows:

1. **General**

1.1 All terms of the Agreement are hereby incorporated by reference and fully enforceable.

1.2 The purpose of the SOW is to detail with specificity the nature of the services that Cassidy will provide to Qorvis and are in no way intended to supersede, contradict, or invalidate any of the terms of the Agreement.

2. **Services**

2.1 Qorvis will provide Cassidy with the following services: Ongoing media engagement and message development, including, but not limited, to:

- Program management and coverage analytics
- Draft documents, statements, and media releases as needed
- Proactive media relations engagement strategy
- Message development and refinement
- Translation services as needed
- Daily media tracking and reporting
- Manage and update website content
- Provide a fortnightly status report on activities undertaken
- Letters and speeches as needed
- Online content generation and management
  - YouTube
  - Facebook
  - Twitter

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- Wiki
- Blogs

3. Payment Schedule

4.1 Qorvis has agreed to provide the Work for a fixed rate of $15,000 per month for a period of twelve months (12 months) beginning August 15, 2009 as set forth in the Agreement.

4.2 This rate does not include travel expenses or other preapproved extraordinary administrative costs incurred by Qorvis.

4. Performance

5.1 All the Work shall be performed at Qorvis' place of business located at 1201 Connecticut Avenue NW, Suite 600, Washington, D.C. 20036.

IN WITNESS WHEREOF, Qorvis and Cassidy have executed this Agreement on the dates listed below to be effective as of the first date written above.

QORVIS

By: _____
Title: CCFO
Date: 8/13/09

CASSIDY and ASSOCIATES

By: _____
Title: CEO + Senior Chairman
Date: 8-13-09