CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made as of the 21st of April, 2006, between the Taipei Economic and Cultural Representative Office ("TECRO") with offices at 4201 Wisconsin Avenue NW, Washington, DC 20016, and The Glover Park Group Inc., ("GPG"), a communications, government relations and advertising company with offices located at 3299 K Street NW, Suite 500, Washington, DC 20007.

RECITALS

A. GPG has experience in communications consulting, government relations and advisory services;

B. TECRO desires to engage the advisory services of GPG, and GPG desires to provide advisory services to TECRO upon the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Advisory Duties. GPG will act as an advisor to TECRO on communications matters and government affairs. GPG will assist TECRO on the activities set forth on Exhibit A on a reasonable best effort basis.

2. Term. GPG's duties under this Agreement commenced on April 15, 2006 and will continue until April 15, 2007; *provided* that the parties may renew this Agreement for an additional time period as may be further agreed.

3. Independent Contractor Status. It is understood that GPG is an independent contractor and is not an employee, agent, partner, spokesperson or representative of TECRO, and shall not hold itself out to the public as an employee, agent, partner, spokesperson or representative of TECRO. TECRO will not provide, nor will it be responsible to pay for, any benefits for GPG.

4. Employees of Independent Contractor. GPG may, in its sole discretion, hire as many employees, contractors or other persons as it requires in order to fulfill its obligations under Section 1 of this Agreement. TECRO will be advised of the employment or hiring by GPG of such persons. Such persons shall not be deemed employees of TECRO unless specified otherwise. If such persons are employees of GPG, then GPG shall be solely responsible for all necessary insurance and payroll deductions for such persons, including, but not limited to, federal, state, and local income taxes, Social Security taxes, unemployment compensation taxes, and workers' compensation coverage, and any other fees, charges or licenses required by law. If such persons are contractors of GPG, then the independent contracting relationship shall be established between such contractor and GPG exclusively, and GPG shall be responsible for directing the duties of such contractor.

5. Business of Independent Contractor. GPG may engage in any other business that it desires and is not required to devote all of its energies exclusively for the benefit of TECRO.

6. No Solicitation. During the term of this Agreement and for a period of one year after its termination, TECRO will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or

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attempt to employ or take away any GPG employee or contractor who works on behalf of GPG for at least 20 hours per week, unless TECRO has received the prior written approval of GPG.

7. Discrimination. No person on the ground of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of GPG. GPG shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants, notices of non-discrimination.

8. Compensation.

   a) Monthly Fees. To secure GPG's involvement in providing the services described above, TECRO shall pay GPG a $25,000 per month non-refundable fee.

   b) Expenses. TECRO will be responsible for all out-of-pocket costs such as travel, meals, and accommodations outside of the Washington, DC metropolitan region if the aforementioned travel is approved by TECRO beforehand.

9. Invoices; Payments Thereof. GPG will submit invoices on a monthly basis to TECRO for costs and expenses incurred under the terms of this Agreement. Upon receipt of the monthly invoice, payment will be made to GPG.

10. Disclosure and Confidentiality. All non-public information marked as such and given to GPG by TECRO will be considered confidential information and shall be maintained as such by GPG until the same becomes known to third parties or the public without release thereof by GPG, or unless GPG is otherwise ordered by a court of law or governmental authority to release such information, *provided*, that in such instance, GPG shall notify TECRO as promptly as possible of such obligation to release confidential information. GPG shall take all necessary steps to safeguard the confidentiality of such material or information. GPG will give TECRO notice as set forth herein before making such disclosure of non-public information. Further, GPG agrees to inform TECRO immediately upon receiving reason to believe that persons or entities are seeking to obtain any confidential information from GPG.

11. Governing Law. This Agreement shall be subject to and governed by the laws of the District of Columbia, without regard to the conflict of laws provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in district or federal courts located in the District of Columbia.

12. Termination of Agreement. This Agreement shall terminate on April 15, 2007. Either party may terminate this Agreement without cause for any reason with 30 days prior written notice, and such termination shall not be deemed a breach by the other party. In the case of a material breach by the other party, this Agreement may be terminated immediately. In the event of a termination of this Agreement (whether or not for cause), TECRO shall remain liable for all fees, disbursements and other related charges incurred by GPG and its contractors up to the date of termination, as well as all amounts that GPG is obligated to pay to third parties pursuant to non-cancelable agreements GPG has entered into in performance of this Agreement.

13. Survival. Sections 8, 10, 11, 12, 14, 16, 18, 19 and 21 shall survive the termination of this Agreement.

14. Waiver. The waiver by either party of any covenant, obligation or breach of this Agreement shall not

operate as, or be construed as, a waiver of any other such covenant, obligation or breach hereof.

15. Modification. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between TECRO and GPG regarding the matters related hereto.

17. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

18. Indemnification. (a) Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries and affiliates, and the officers, employees and agents of such affiliates, from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement; and (b) TECRO agrees that it will indemnify and hold harmless GPG from any Claims brought by third parties arising out of or in connection with GPG's performance of this Agreement; *provided* that TECRO shall not be obligated to indemnify GPG if such Claim results from negligence on the part of GPG. In the case of any negligent action on the part of GPG, GPG agrees that it will indemnify and hold harmless TECRO from any and all Claims arising out of or in connection with such negligence. The obligations in this Section 19 are in addition to any liability which an indemnifying party may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the indemnified party.

19. Headings. The headings are inserted for convenience only and shall not be considered when interpreting any of the provisions or terms hereof.

20. Notices. Whenever notices are required to be given under this agreement, such notices shall be sufficiently given or made if in writing and sent by certified mail, return receipt requested, addressed as follows:

    In the case of GPG:

    Glover Park Group
    Attn: Chip Smith
    3299 K Street
    Suite 500
    Washington, DC 20007

In the case of TECRO:

Taipei Economic and Cultural Representative Office
Attn: Wen-chieh Jieh
4201 Wisconsin Avenue NW
Washington, DC 20016

[signatures follow on the next page]

In witness whereof, each of the parties hereto have executed this contract in duplicate originals; one of which is retained by each of the parties.

GLOVER PARK GROUP

By: _____
Carl A. Smith, Jr.
Chief Operating Officer

4/18/06
(DATE)

TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE

BY: _____
Director
Political Affairs Division

5/24/06
(DATE)

EXHIBIT A

1. Provide strategic communications counsel;

2. Other issues agreed to by both parties and directed by TECRO.