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CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement"), dated November 1, 2018, is made by and between:

Nelson Mullins
101 Constitution Ave., NW
Suite 900
Washington, DC 20001

and

BK Strategies (the "Consultant")
816 Eden Ct
Alexandria, VA 22308
Attn: Mr. Brian Kelly, Founder and CEO

In consideration of the mutual promises set forth herein, the Embassy and Consultant agree as follows:

1. **Term.** The Term of this Agreement shall commence on November 1, 2018 (the "Effective Date"), and shall expire on COB December 31, 2019, unless earlier terminated in accordance with the Agreement. The Term may be extended only upon execution of a written amendment, signed by the authorized representatives of both parties.

2. **Scope of Services:** During the Term, Consultant shall perform the services (the "Services") described in Appendix A.

3. **Compensation to Consultant:** In consideration for the Services performed under this Agreement, the Embassy shall compensate Consultant in accordance with Appendix B.

4. **Exclusivity and Conflicts of Interest:** During the Term, and during the period ending one year after the end of the Term, Consultant shall not advise, represent or accept engagements from any sovereign state in the MENA Region (as defined by the World Bank), other than the State of Qatar, or any entity that is substantially owned or controlled by such states, other than the State of Qatar, without written pre-approval of the Embassy. Consultant shall promptly disclose to the Embassy any actual or apparent conflicts of interest that arise in the course of any engagement undertaken by Consultant or its affiliates.

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5. **Confidentiality:** Consultant agrees that all documents, information or communications (whether verbal or recorded) exchanged between Consultant and the Embassy (including the Embassy's officers, employees, contractors, or attorneys), and any information generated or received by Consultant in the course of performance of this Agreement, are confidential, and will not be disclosed by Consultant to any person except as authorized by the Embassy, or as required by law. Consultant agrees that Consultant will not use any confidential information for any purpose other than performance of this Agreement, and Consultant will return all copies of such information upon request. Any deliverable that Consultant produces in the performance of this Agreement shall be the sole property of the Embassy, and may be used by the Embassy without restriction. This provision shall survive expiration or termination of this Agreement.

6. **Independent Contractor:** Consultant's services shall be performed in the capacity of an independent contractor. This Agreement is not intended to establish an employer-employee relationship, or principal-agent relationship. Consultant is not authorized to commit the Embassy or the State of Qatar to any cost, contract, or other obligation. Except as expressly authorized by the Embassy, Consultant is not authorized by this Agreement to act as a spokesperson or agent on behalf of the Embassy or the State of Qatar in any meeting or communication with any person, or in any public or private statement or informational materials, or in any media statement or interview.

7. **Compliance with Law:** In the execution and performance of this Agreement, Consultant confirms that Consultant has complied, and will comply, with all applicable laws. To the extent that Consultant is required by the laws of any jurisdiction to register or disclose to a governmental entity Consultant's Services under this Agreement, or to make public disclosure of the terms of this Agreement, Consultant shall provide advance notice to the Embassy.

8. **Responsibility for Consultant Employees and Subcontractors:** Consultant shall be responsible for assuring that Consultant's employees and subcontractors assigned to performance of this Agreement will comply with Paragraphs 4, 5, 6 and 7 of this Agreement. Without limiting the generality of this provision, Consultant shall include substantially identical provisions in the corresponding subcontracts or employment contracts.

9. **Termination.** Either party may terminate this Agreement in the event of a material breach that is not remedied within 15 calendar days of written notice by the terminating party. Either party may terminate this Agreement without cause, effective upon written notice by the terminating party.

10. **Disputes.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the

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award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. General Provisions.

a. Neither party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without prior written consent from the other party.

b. Neither party shall be liable to the other party for indirect, consequential, or punitive damages, irrespective of the nature of the claim or cause of action.

c. No failure or delay by a party in exercising any right or remedy shall operate as a waiver of these or any other rights and remedies.

d. No modification of this Agreement shall be effective unless reflected in a written agreement executed by the parties.

e. Nothing in this Agreement shall waive or alter the privileges and immunities to which the Embassy is entitled under the laws of the United States or any other jurisdiction.

f. This Agreement reflects the entire agreement between Embassy and Consultant, and supersedes any prior agreements with respect to this subject.

12. Nelson Mullins is registered as a foreign agent of the State of Qatar under the Foreign Agents Registration Act, which requires regular reporting to the Department of Justice. To assist Nelson Mullins with its compliance obligations, you agree to file a short form registration, if necessary, in coordination with, and subject to the approval of, Nelson Mullins, and to provide Nelson Mullins with all requested information on your activities, expenditures, communications, and distribution of informational materials in connection with the State of Qatar. Specifically, you agree to inform Nelson Mullins before distributing informational materials (as defined and described in 22 U.S.C. § 614 and the Department of Justice's registration forms) on behalf of the State of Qatar and to forward those materials to Nelson Mullins.

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IN WITNESS WHEREOF, Embassy and Consultant have executed this Agreement by their duly authorized representatives.

By: _____
Nelson Mullins

By: _____
Brian L Kelly

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APPENDIX A: SCOPE OF SERVICES

The Services shall include the following:

As directed by the Embassy, Consultant shall provide Government relations strategic advice and advocacy with respect to enhancing US-Qatar bilateral relations, particularly in building relationships across the Executive Branch of the U.S. Government and Congress.

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APPENDIX B: COMPENSATION AND PAYMENTS

In consideration for the Services performed under this Agreement, the Embassy shall compensate Consultant during the Term as follows:

1. **Consulting Fee:** For the services rendered pursuant to this Agreement, the Embassy shall pay Consultant US$ 15,000 per month.

2. **Expenses:**
   a. Consultant shall be reimbursed by Embassy for actual costs incurred for: (i) travel, accommodations and other reasonable, ordinary and necessary expenses for travel; and (ii) subcontractor or vendor costs; provided that all such travel, subcontractor or vendor costs shall be authorized in advance by Embassy written approval.
   b. No other expenses incurred by Consultant shall be reimbursed by Embassy, expect upon prior written approval by Embassy.

3. **Invoices:** Consultant shall provide the Embassy with written invoices in advance of all payments or expense reimbursements required by this Agreement.

4. **Payment Instructions:** All payments to Consultant shall be made in United States Dollars, by wire transfer to Consultant.

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