

## 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<br>DCI Group AZ, LLC | 2. Registration Number<br>6278 |
|--------------------------------------------|--------------------------------|

3. Primary Address of Registrant  
2000 K Street NW, Suite 900, Washington, DC 20006

|                                                                              |                                                                                 |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| 4. Name of Foreign Principal<br>Ministry of Information, Republic of Myanmar | 5. Address of Foreign Principal<br>Q46H+V99, Office No. 7<br>Naypyidaw<br>BURMA |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------|

6. Country/Region Represented  
BURMA

7. Indicate whether the foreign principal is one of the following:

- ☒ Government of a foreign country<sup>1</sup>
- ☐ 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 \_\_\_\_\_

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

- a) Branch or agency represented by the registrant  
Ministry of Information
- b) Name and title of official(s) with whom registrant engages  
Myint Kyaw, Deputy Permanent Secretary

<sup>1</sup> "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.

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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

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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 <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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

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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.

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**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          |
|------------|-----------------|-------------------------------------|--------------------|
| 08/01/2025 | Brian McCabe    | <input type="button" value="Sign"/> | /s/Brian McCabe    |
| 08/01/2025 | Justin Peterson | <input type="button" value="Sign"/> | /s/Justin Peterson |
|            |                 | <input type="button" value="Sign"/> |                    |
|            |                 | <input type="button" value="Sign"/> |                    |

**EXECUTION**

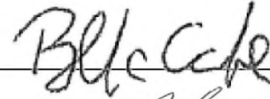
In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 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

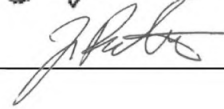
Printed Name

Signature

Brian McCabe



Justin Peterson



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

DCI Group AZ, LLC

2. Registration Number

6278

3. Name of Foreign Principal

Ministry of Information, Republic of Myanmar

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? 07/31/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

DCI Group AZ, L.L.C. shall provide public affairs services to Client with respect to rebuilding relations between the Republic of the Union of Myanmar and the United States, with a focus on trade, natural resources, and humanitarian relief.

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

DCI Group AZ, L.L.C. shall provide public affairs services to Client with respect to rebuilding relations between the Republic of the Union of Myanmar and the United States, with a focus on trade, natural resources, and humanitarian relief.

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

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.

DCI Group AZ, L.L.C. shall provide public affairs services to Client with respect to rebuilding relations between the Republic of the Union of Myanmar and the United States, with a focus on trade, natural resources, and humanitarian relief.

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11. Prior to the date of registration<sup>2</sup> 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 register<sup>3</sup> 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 register<sup>4</sup> 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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<sup>1</sup> "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.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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                                                                                            |
|------------|-----------------|------------------------------------------------------------------------------------------------------|
| 08/01/2025 | Brian McCabe    |  /s/Brian McCabe    |
| 08/01/2025 | Justin Peterson |  /s/Justin Peterson |
|            |                 |                     |
|            |                 |                     |

**EXECUTION**

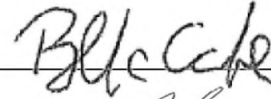
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Date

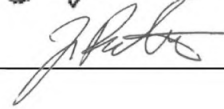
Printed Name

Signature

Brian McCabe



Justin Peterson



## ***Client Services Agreement***

This Client Services Agreement (hereinafter "Agreement") is made and entered into by the Ministry of Information, Republic of the Union of Myanmar ("Client") and DCI Group AZ, L.L.C. ("Consultant" and each a "Party" or collectively the "Parties") effective as of July 31, 2025 ("Effective Date").

**WHEREAS**, Consultant is engaged in the business of providing public affairs professional services to its clients and Client desires to engage Consultant to provide the services.

**THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency Client and Consultant hereby acknowledge and intending to be legally bound, they agree as follows:

### ***Scope of Services, Performance and Term***

#### **1. Consultant Services:**

Consultant shall assist and advise Client with respect to rebuilding relations between the Republic of the Union of Myanmar and the United States, with a focus on trade, natural resources, and humanitarian relief ("Services").

#### **2. Independent Contractor:**

Consultant shall act solely as an independent contractor, not as Client's employee or agent in performing the Services.

#### **3. Compliance with Applicable Laws and Regulations:**

Subject to the foregoing, Consultant shall render the Services in accordance with all applicable federal, state, local and international laws and regulations.

Regarding anti-bribery, each Party shall:

- a. Comply with (i) all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA") and the UK Bribery Act 2010 (c23) and (ii) each Party's policies and procedures related thereto (collectively referred to as the "Relevant Requirements");
- b. Have in place throughout the term of this Agreement its own policies and procedures to ensure compliance with all the Relevant Requirements;
- c. Promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement;
- d. Ensure that all third parties associated with each Party's performing services or providing goods in connection with this Agreement comply with this Section 3 and are directly liable to the other Party for any breach hereof by such third parties; and
- e. Upon the other Party's request, confirm in writing by any authorized officer, compliance with Section 3 and provide supporting evidence of such compliance.

Regarding economic sanctions:

f. Each Party shall comply with all applicable laws, statutes, and regulations relating to economic sanctions, including but not limited to those administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC") and the U.S. Department of State;

g. Neither Client, nor, to Client's knowledge, any representatives of Client or any third party associated with Client in the fulfillment of Client's obligations or the Services sought under this Agreement, or any beneficiary of the Services: (1) is blocked pursuant to U.S. economic sanctions, including, but not limited to, through inclusion on any applicable OFAC sanctions list; (2) is owned or controlled, directly or indirectly, by any person who is blocked pursuant to U.S. economic sanctions; (3) is organized or located in a comprehensively sanctioned country or region (not limited to Cuba, Iran, and North Korea); or (4) is otherwise a restricted party under any U.S. economic sanctions;

h. Client shall not pay Consultant using any funds in which any person whose property and interests in property are blocked pursuant to U.S. economic sanctions has an interest, nor shall Client transfer any portion of a payment for fees and expenses contemplated herein through a third party that is a restricted party under any U.S. economic sanctions;

i. Client shall comply with reasonable requests from Consultant for information and documents necessary for each Party to achieve compliance with applicable economic sanctions; and

j. Client shall notify Consultant immediately in the event of any change to the sanctions representations made herein.

To be able to verify its compliance with this Section 3, each Party shall keep adequate books and records and books of accounts showing all payments made by that Party in connection with this Agreement and the steps taken by that Party to comply with the Relevant Requirements.

Client agrees to defend, indemnify and hold harmless Consultant for any claims, damages, losses, penalties, costs (including all reasonable legal costs and attorneys' fees) and liabilities (collectively "Losses") arising from or related to: (i) any breach of obligations set out in this Section 3 by Client or the Consultant while acting on Client's instructions; (ii) Consultant's admission of allegations made by any government authority concerning operations and/or activities under this Agreement that Consultant or its associated persons have violated any of the Relevant Requirements while acting on Client's instructions; or (iii) the final adjudication concerning operations and/or activities under this Agreement that Consultant or its affiliates and each of their directors, members, officers, employees and personnel have violated any of the Relevant Requirements while acting on Client's instructions.

#### 4. Term of Agreement:

This Agreement shall become effective as of the Effective Date and shall automatically renew on July 1<sup>st</sup> annually for a fixed term of twelve (12) months (each a "Renewal Term") unless a Party provides at least sixty (60) days' notice of non-renewal prior to the beginning of each Renewal Term ("Notice").

#### ***Fees and Expenses***

#### 5. Fees & Expenses:

Client shall pay Consultant an annual fee of three million dollars (\$3,000,000) for the Services (the "Fee"). The initial Fee shall be paid in two equal (2) installments, as follows: one million five hundred thousand

dollars (\$1,500,000) due upon execution of this Agreement, and one million five hundred thousand dollars (\$1,500,000) due on or before December 31, 2025. Thereafter, for each Renewal Period one million five hundred thousand dollars (\$1,500,000) will be due on or before July 1<sup>st</sup> and one million five hundred thousand dollars (\$1,500,000) will be due on or before December 31<sup>st</sup> of each year.

Client and Consultant shall memorialize in Work Orders any additional fees to be paid to Consultant. Out-of-pocket expenses, including, but not limited to travel-related expenses incurred by Consultant in rendering the Services ("Expenses") shall be pre-approved by both Client and Consultant. Client shall pay expense invoices within thirty (30) days of receipt.

Client's mode of payment for all invoices shall be by electronic funds transfer or ACH transaction.

### ***Confidentiality***

#### **6. Disclosure Prohibited:**

"Confidential Information" of a Party means information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party") during the term of this Agreement whether in written form, electronic, or oral, including, but not limited to a Party's operations, financial data, research, development efforts, strategies, methods, techniques, processes, procedures, technical data or other data, compilations, software or source code or any other information that is not generally known by the public.

Receiving Party agrees that it will (i) hold in confidence and not disclose to any third party any of Disclosing Party's Confidential Information, except as approved in writing by Disclosing Party; (ii) protect such Confidential Information with at least the same degree of care that Receiving Party uses to protect its own Confidential Information, but in no case, less than reasonable care; (iii) use the Disclosing Party's Confidential Information for no purpose other than the provision of Services under this Agreement; (iv) limit access to Disclosing Party's Confidential Information to those of Receiving Party's employees or authorized representatives having a need to know who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein; and (v) immediately notify Disclosing Party upon discovery of any loss or unauthorized disclosure of Disclosing Party's Confidential Information. The Parties agree that neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party.

#### **7. Exceptions:**

Receiving Party has no obligations under this Agreement with respect to any portion of Disclosing Party's Confidential Information if such Receiving Party can demonstrate with competent evidence that such portion (i) was in the public domain at the time it was communicated to Receiving Party by Disclosing Party; (ii) entered the public domain subsequent to the time it was communicated to Receiving Party by Disclosing Party, through no fault of Receiving Party; (iii) was in Receiving Party's possession free of any obligation of confidence prior to the time it was communicated to Receiving Party by Disclosing Party; (iv) was rightfully communicated to Receiving Party free of any obligation of confidence subsequent to the time it was communicated by Disclosing Party; (v) was developed by employees or agents of Receiving Party independently of and without reference to any information communicated to Receiving Party by Disclosing Party; or (vi) was communicated by Disclosing Party to an unaffiliated third party free of any obligation of confidence. Notwithstanding the above, Receiving Party may disclose Disclosing Party's Confidential Information without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* Receiving Party gives Disclosing Party reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

**8. Injunctive Relief:**

Receiving Party acknowledges that its use of Confidential Information for itself or on behalf of an entity or person other than Disclosing Party would cause irreparable harm to Disclosing Party. Without limitation, Receiving Party agrees that if Receiving Party should breach or threaten to breach the terms and provisions of Sections 6 and 7 of this Agreement (the "Confidentiality Provisions") Disclosing Party may apply for the immediate entry of an injunction restraining any actual or threatened breaches or violations of said provisions or terms by Receiving Party.

If, for any reason, any of these Confidentiality Provisions should be held invalid or otherwise unenforceable, it is agreed the court shall construe the pertinent term(s) or provision(s) so as to allow its or their enforcement to the maximum extent permitted by applicable law. Receiving Party agrees that any claim by the Disclosing Party of a breach of this Agreement by Receiving Party shall not prevent, or otherwise be a defense against, the enforcement of these Confidentiality Provisions.

***Indemnification/Payment of Expenses*****9. Indemnification by Consultant:**

Consultant agrees to indemnify and hold Client and its affiliates and each of their members, directors, officers, employees, consultants, agents and representatives (collectively "Client Indemnitees") harmless from and against any claim or suit brought by a third party ("Third-Party Claim") and any and all costs, expenses (including reasonable attorneys' fees), losses, liabilities and damages (collectively "Indemnified Damages") Client Indemnitees may incur to the extent those Indemnified Damages are directly attributable to Consultant's gross negligence or willful misconduct, provided that Client promptly, and in any event within ten (10) business days, notifies Consultant of any such Third-Party Claim, and provided further that failure to give such notification shall not affect Consultant's obligation to indemnify pursuant to this Section 9 except to the extent Consultant has been adversely affected by such failure.

The amount of any Indemnified Damages for which indemnification by Consultant is provided under this Section 9 shall be net of any amounts recovered by Client under insurance policies in effect and applicable to such Indemnified Damages, it being expressly understood that Client's insurance policies are the primary source of recovery for Indemnified Damages and Consultant's obligation to indemnify is secondary. Client shall exercise all commercially reasonable efforts to promptly notify its insurance carrier(s) of any such Third-Party Claim and recover all Indemnified Damages under such insurance policies. Notwithstanding anything to the contrary in this Agreement, this Section 9 shall be Client's sole remedy with respect to any Indemnified Damages in any way arising out of or related to a Third-Party Claim. Notwithstanding the language above, this indemnification obligation shall not apply to, or otherwise preclude, any Consultant claim against Client regarding any Fee or Expense reimbursement owed by Client under this Agreement.

**10. Indemnification by Client:**

Client agrees to indemnify and hold Consultant and its affiliates and each of their members, officers, directors, employees, consultants, agents and representatives (collectively "Consultant Indemnitees") harmless from any and all Indemnified Damages Consultant Indemnitees may incur as a result of any Third Party Claim in any way arising out of or related to this Agreement or the Services, except to the extent directly attributable to Consultant's gross negligence or willful misconduct, provided that Consultant promptly, and in any event within ten (10) business days, notifies Client of any such Third-Party Claim, and provided further that failure to give such notification shall not affect Client's obligation to indemnify pursuant to this Section 10 except to the extent Client has been adversely affected by such failure.

**11. Defense of Claim:**

In the event of a Third-Party Claim with respect to which a Party may be entitled to indemnification under Sections 9 or 10 (the "Indemnified Party"), the other Party (the "Indemnifying Party") may elect to assume the defense of such Third-Party Claim with counsel selected by the Indemnifying Party, and the Indemnified Party shall cooperate in such defense as reasonably requested by the Indemnifying Party. If the Indemnifying Party elects to assume the defense of such Third-Party Claim, the Indemnified Party shall have the right, at its own expense, to participate in the defense of such Third-Party Claim and employ counsel, at its own expense, reasonably acceptable to the Indemnifying Party, it being understood that the Indemnifying Party shall nonetheless control such defense. The Indemnifying Party shall not settle, compromise or discharge any Third-Party Claim without the Indemnified Party's written consent, such consent not to be unreasonably withheld or delayed, provided that the Indemnified Party shall agree to any such settlement, compromise or discharge that the Indemnifying Party recommends and that by its terms only requires the payment of money and releases the Indemnified Party from any further liability in connection with such Third-Party Claim. If the Indemnifying Party does not elect to assume the defense of such Third-Party Claim, then (i) the Indemnified Party shall timely and diligently defend such Third-Party Claim, and, in connection with such defense, the Indemnified Party shall (a) keep the Indemnifying Party apprised of all developments, including settlement offers, with respect to such Third-Party Claim and (b) permit the Indemnifying Party to participate at its own expense, but not control, in the defense of such Third-Party Claim; and (ii) failure by the Indemnified Party to timely and diligently defend such Third-Party Claim shall relieve the Indemnifying Party from all of its obligations under Sections 9 or 10 with respect to such Third-Party Claim.

**12. Payment of Expenses:**

Client agrees to pay all costs and expenses, including reasonable attorneys' fees incurred by Consultant, its members, employees, sub-contractors or agents arising from or out of any need to participate in any legal or regulatory proceeding, investigation or audit arising out of the Services or this Agreement (collectively the "Proceedings"), including but not limited to any need to produce documents or give testimony..

***Limitation of Liability*****13. Limitation of Liability:**

Neither Party shall be entitled to any consequential, special, indirect, incidental, exemplary or punitive damages, lost profits or diminution in value.

***Non-Solicitation*****14. Covenant Not to Hire or Solicit Employees:**

Client agrees that during the term of this Agreement and for a period of one (1) year immediately following the termination thereof, Client shall not, directly or indirectly, hire any of Consultant's Employees or solicit any of Consultant's Employees for employment with Client or any other third party. "Employee," as used in this Agreement, shall mean any employee Consultant employed at any time during the last six (6) months that Consultant provides Services to Client.

**15. Injunctive Relief:**

Client acknowledges that Consultant has invested considerable time and resources in training its Employees, the loss of which would cause irreparable harm to Consultant. If Client should breach or threaten to breach the terms and provisions in Section 14, Consultant may apply for the immediate entry of an injunction restraining any actual or threatened breaches or violations of said provisions or terms by Client.

If, for any reason, the terms and provisions in Section 14 of this Agreement should be held invalid or otherwise unenforceable, it is agreed the court shall construe the pertinent term(s) or provision(s) so as to allow its or their enforcement to the maximum extent permitted by applicable law. Any Consultant claimed breach of this Agreement by Client shall not prevent, or otherwise be a defense against, the enforcement of any terms and provisions or Client obligation herein. Client shall be responsible for all legal expenses and other costs actually incurred by Consultant in enforcing the terms and provisions of Section 14 or other Client obligations in this Agreement.

### ***General Provisions***

#### **16. Entire Agreement:**

This Agreement constitutes the entire Agreement between the Parties and supersede all prior negotiations, communications, writings and understandings between the Parties with respect to the subject matter hereof. This Agreement may be modified or amended only by a written amendment signed by both Parties.

#### **17. Non-Assignment:**

A Party shall not assign, sublicense, delegate, or otherwise transfer its rights and obligations under this Agreement, in whole or in part, to any other party or parties without the prior written consent of the other Party. Such prior written consent shall not relieve the Parties of any liability for the performance of this Agreement.

#### **18. Severability:**

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each and every remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### **19. Waiver:**

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

#### **20. Notices:**

Any notices to be given hereunder by a Party to the other Party may be effected either by personal delivery in writing, by guaranteed overnight delivery, by mail, registered or certified, postage prepaid with return receipt requested or by electronic communication. Mailed notices shall be addressed to the Parties at the addresses appearing at the end of this Agreement, but each Party may change the address upon written notice in accordance with this Section 20. Notices shall be deemed communicated as of the date of actual receipt.

#### **21. Parties-in-Interest; Execution of Agreement:**

There are no third-party beneficiaries to this Agreement, and no third party may invoke any provision hereof in its defense or in advancing any grievance or position as against any other person or entity. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Client and Consultant, and the individuals executing this Agreement represent such individuals have been and are duly authorized by all necessary and appropriate corporate or other action to execute this Agreement on behalf of Client and

Consultant, respectively. The Parties' signatures below indicate their respective understanding of, and concurrence with, all the terms and conditions of this Agreement.

**22. Governing Law:**

This Agreement shall be governed and construed in accordance with and pursuant to the laws of the District of Columbia without giving any force or effect to the provisions of any choice of law or conflict of law rules thereof. The Parties knowingly and voluntarily agree that any controversy or dispute arising out of or otherwise related to this Agreement shall be tried exclusively, without jury, in the Superior Court of the District of Columbia or in the United States District Court for the District of Columbia, as appropriate.

**23. Force Majeure:**

The performance of this Agreement is subject to acts of God, government authority, riots, epidemics, pandemics, unusually severe weather, fire, floods, war, terrorism, embargoes, or strikes, or other cause beyond the Parties' control, which make it inadvisable, commercially impracticable, illegal, or impossible to perform as originally contracted under this Agreement ("Force Majeure Event"). This Agreement may be terminated without liability with less than thirty (30) day's advance written notice from one Party to the other for any one or more of such reasons, provided the Party affected by a Force Majeure Event timely informs the other Party in writing after the occurrence of such event.

**24. Survivability of Provisions:**

Sections 3, and 6-24 of this Agreement shall survive any termination or expiration of this Agreement.

Each Party is signing this Agreement as of the Effective Date.

Ministry of Information, Myanmar

DCI Group AZ, L.L.C.

By: ဝင်းကျော်အောင်

By: Justin Peterson

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