

## CONTRACT



The Embassy of The Kingdom of Saudi Arabia "The Embassy" hereby retains the services of CGCN Group "CGCN" to provide federal legislative advocacy and related services. Specific issues to be addressed and services to be performed by CGCN will be communicated on a regular basis to CGCN as determined by The Embassy.

### PAYMENT

This Agreement authorizes fees for CGCN's services in the amount of \$45,000 per month beginning February 1, 2018 through January 31, 2019.

### TERMINATION

Either party may terminate this Agreement with (15) days prior written notice with no further obligation other than for The Embassy to pay CGCN such fees and expenses which would have accrued up to and through the 15-day notice period, except that The Embassy may terminate this Agreement at any time effective immediately in the event that CGCN engages in conduct that may negatively impact CGCN's public image and, by association, the public image of The Embassy. Upon termination, the fixed monthly fee shall be prorated on the basis of the portion of the one-month term that had elapsed prior to the effective date of the termination, and CGCN shall refund The Embassy for any advanced monthly or quarterly payments.

### LOBBYING/FOREIGN AGENTS REGISTRATION ACT REPORTING AND DISCLOSURES

CGCN shall file lobbying reports and disclosures of this representation as required by law and shall coordinate such filing in advance with The Embassy. CGCN shall also file any Foreign Agents Registration Act registration statements and disclosures as required by law.

### INDEPENDENT CONTRACTOR

At all times in the performance of this Agreement, CGCN will act as an independent contractor. CGCN may employ staff to fulfill the terms of this Agreement, have exclusive supervision, management and control over this staff, provide the facilities to conduct the work under this Agreement, and have exclusive control over expenditures of funds provided by The Embassy under this Agreement. CGCN will have no authority to act in the name of or to incur any obligation binding on The Embassy. As an independent contractor, none of CGCN, its agents, subcontractors and their respective employees shall be eligible to receive other benefits provided to Embassy employees and CGCN shall be responsible for any and all payments due to applicable taxation and other government authorities in respect to the fees paid hereunder.

### DISCLOSURE AND CONFIDENTIALITY

CGCN agrees to the following:

(a) CGCN shall use any information disclosed to CGCN by The Embassy under this Agreement solely for the purposes expressly contemplated by this Agreement. CGCN shall hold in strict confidence all Confidential Information (as defined in (b) disclosed to or otherwise obtained by it and protect all such Confidential Information with the utmost duty of care. Except as required by law and subject to the prior notification requirement discussed in (e) below, CGCN may disclose Confidential Information only to those members of its Staff who (i) have an absolute need to know the Confidential Information; (ii) are affirmatively required by CGCN to maintain the confidentiality of such Confidential Information in accordance with the provisions of this Agreement and (iii) are informed of such confidentiality obligations.

(b) For purposes of this Agreement, "Confidential Information" shall mean this Agreement, all of CGCN's work product under this Agreement except for final materials prepared for public disclosure, and all other nonpublic, confidential or proprietary information of The Embassy, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained,

whether or not patentable or copyrightable, and whether or not marked, designated or otherwise identified as "confidential", including, without limitation, discussions, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning The Embassy's operations. Confidential Information shall not, however, include any information that CGCN can establish with competent evidence (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to CGCN by The Embassy; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to CGCN by The Embassy through no wrongful act, fault, or negligence, no action or inaction of CGCN; or (iii) is in the rightful possession of CGCN without confidentiality obligations at the time of disclosure by The Embassy to CGCN as shown by its then-contemporaneous written files and records kept in the ordinary course of business.

(c) All materials received from The Embassy, all information and analysis developed in connection with CGCN's Services, all CGCN work product, and all Confidential Information, is and shall remain the property of The Embassy and archives and documents of a diplomatic mission that are inviolable and protected from disclosure by the Vienna Convention on Diplomatic Relations and U.S. law. Consultant shall not disclose to others or convert to its own use any Confidential Information except with the prior written consent of The Embassy.

(d) No license or other rights of any kind, express or implied, in or to the use of the Confidential Information is granted to CGCN or its Staff hereby. All information furnished to CGCN in connection with this Agreement (including any copies, notations, or assessments based on such information) and all CGCN work product shall be returned to The Embassy upon request, and automatically upon termination of this Agreement.

(e) If any Confidential Information is required to be disclosed by law, including by any order of any court of competent jurisdiction or other governmental authority, CGCN shall immediately inform The Embassy of all such proceedings so that The Embassy may attempt by appropriate legal means to limit such disclosure. In such case, CGCN shall use its best efforts to limit the disclosure and maintain confidentiality to the maximum extent possible.

(f) CGCN acknowledges that any breach or threatened breach of Confidentiality provisions will result in immediate, irreparable, and continuing injury to The Embassy for which there is no adequate remedy at law. Accordingly, in the event of any such breach (or threatened breach), The Embassy shall be entitled to terminate this Agreement effective immediately with no further obligation of payment and to seek preliminary and permanent injunctive relief, without bond, with respect to such breach. CGCN shall not oppose such relief on the grounds that there is an adequate remedy at law, and such right shall be cumulative and in addition to any other remedies at law or in equity (including monetary damages) which The Embassy may have upon any such breach.

(g) The provisions of this section shall (i) apply to all Confidential Information disclosed to or otherwise obtained by CGCN prior to the execution of this Agreement, (ii) apply to all Confidential Information disclosed to or otherwise obtained by CGCN concurrently with or after execution of this Agreement, and (iii) survive the termination of this Agreement in perpetuity.

#### **CONFLICTS**

During the Term of this Agreement, and for one year thereafter upon expiration or termination of this Agreement, CGCN will not perform any work or accept any engagement for another government or governmental entity, or for any other client whose interests or objectives may be adverse to the interests or objectives of The Embassy, without prior express written approval by The Embassy.

**INTEGRATION CLAUSE**

This Agreement represents the entire contract between the parties on this subject. There are no oral or written promises, terms, or conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties on this subject. It may be amended only by a written addendum signed by both parties. This Agreement is intended to bind only the parties here-to and their corporate successors, and may not be assigned by either party without the express written consent of the other.

**INDEMNIFICATION**

By signing this Agreement, CGCN agrees to defend, indemnify, and hold harmless against all claims or liability related in any manner to its services.

If the terms of this Agreement meet with your approval, please sign two copies of the Agreement, retain one copy for your files, and return one copy to CGCN.

\_\_\_\_\_  
Name - Title  
The Embassy of The Kingdom of Saudi Arabia

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Steve Clark – Senior Managing Partner  
CGCN Group

Date: 5/29/18