

CONSULTANCY SERVICE AGREEMENT

BETWEEN

**MINISTRY OF FINANCE
(THE REPUBLIC OF GHANA)**

AND

**KRL INTERNATIONAL LLC
UNITED STATES OF AMERICA**

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THIS AGREEMENT is made and entered into this..²⁸.....day of JUNE, 2017 by and between the Ministry of Finance of the Republic of Ghana, P. O. Box MB 40, Accra –Ghana, represented by its Minister, Ken Ofori-Atta, (hereinafter referred to as the "Client") and KRL International LLC, a Firm incorporated under the laws of Nevada, United States of America, represented by its Chief Executive Officer (CEO), Karen Riva Levinson (hereinafter referred to as the "Consultant"). The Client and the Consultant are herein collectively referred to as the Parties:

WITNESSETH:

WHEREAS, the Client is desirous of engaging the services of an experienced and reputable firm with expertise in advocacy, communications and investment promotion, to support the development agenda of the Government of the Republic of Ghana.

WHEREAS, the Consultant will engage in outreach activities in the United States of America (referred throughout this Agreement as US), and elsewhere in the international community, as directed, targeting legislative and administrative bodies, business associations and organizations, the international financial institutions, think tanks, NGOs, humanitarian organizations, all forms of media, to harness support for the Economic and Development agenda of the Government of the Republic of Ghana;

AND WHEREAS The Consultant accepts the offer made by the Client and represents that it possesses the necessary expertise, skill, technical knowledge, ability and experience to render the required services to the Government of the Republic of Ghana.

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the Parties as follows:

ARTICLE 1: SCOPE OF SERVICE

- 1.1 The Client hereby engages the services of the Consultant to work with the US Administration and Congress to help develop strategies and set achievable goals to support the Economic and development Agenda of the Government Ghana.
- 1.2 Implement programs and facilitate contacts and communications as directed by the Ministry.
- 1.3 The Consultant may engage with specialized consultants for additional support in certain areas, as approved and agreed to by the Client.
- 1.4 The Consultant shall provide the following specific services during this engagement:
 - a. Provide a strategic plan action in consultation with Government,
 - b. Provide assistance through the Ministry of Finance, and as may be directed, to other relevant institutions of Government that are

CR *KRL*

- engaged in the bilateral relationship with the United States of America (hereinafter referred to as US).
- c. Provide technical assistance to the Ghana Embassy in Washington D.C. on issues of mutual interest and concern to the Governments of Ghana and the US.
 - d. To engage the US Administration and the US Congress in support of the policy and programmatic objectives of the Government of the Republic of Ghana.
 - e. Engage with the donor community to identify areas of potential collaboration in support of the development and policy objectives of the Government of the Republic of Ghana with specific focus on managing public debt, expanding the economy and creating jobs;
 - f. Organise outreach and support to potential investors and private sector organizations, as directed and approved by the Government of the Republic of Ghana;
 - g. Provide communications and public relations support, as needed;

ARTICLE 2: PERFORMANCE STANDARD

2.1 The Consultant undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this contract that the Client considers unsatisfactory.

ARTICLE 3: REMUNERATION

3.1 The Parties agree that the Consultant performing the services herein, shall be compensated with a fee of Twenty Five Thousand United States Dollars (US\$25,000.00) per month. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

3.2 The Consultancy fee shall be due in monthly installments. The Consultant will bill the Client on the first day of each month, due at the close of the month, and upon receipt of summary of work conducted for that period.

3.3 It is mutually agreed that "other expenses," which will be exclusive to international travel cost, and travel outside of Washington DC metropolitan area, will be paid for by the client and are outside of the scope of the fees herein. Any such expenses shall follow the below procedures.

3.3.1 It is anticipated that KRL will make one visit every eight weeks to Ghana, with two persons, for the purpose of executing programs as specified by the Ministry, as well as for briefings. It is further anticipated that KRL will travel outside of Washington, DC on a quarterly basis, as directed by the Ministry. In these cases, KRL will submit to the client a travel approval request, which shall include:

- a) the purpose of the mission,
- b) the objectives to be achieved, and
- c) the anticipated expenses.

Approval will be sent via email. Upon completion of mission, KRL will submit itemized receipts to the client for reimbursement 30 days of receipt invoices. KRL executives, including its Chief Executive Officer, Managing Director to be afforded business class travel. Other KRL employees will fly in Economy class. Most competitive travel estimates shall be sought.

ARTICLE 4: DURATION

4.1 This Agreement is valid for a period of twelve (12) calendar months certain, beginning on June 30, 2017, and ending on June 30, 2018, and may be renewed on terms and conditions to be agreed upon by the Parties in writing. There shall be no automatic renewal of this Agreement.

ARTICLE 5: TERMINATION

5.1 This Agreement may be terminated with or without cause by either party after the giving of a (30) thirty-day advance written notice of termination to the other party.

5.2 Following termination in Article 5.1 Client's liability shall be limited to payment for work already done and not yet paid for.

ARTICLE 6: GOVERNING LAW

6.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana and the language of the contract shall be English.

ARTICLE 7: DISPUTE RESOLUTION

7.1 The parties shall use their best effort to settle amicably all disputes arising out of, or in connection with, this Agreement or its interpretation.

7.2 Any dispute between the parties not settled amicably within thirty (30) business days of written notice by the party seeking amicable settlement, shall be referred to and determined by arbitration in the Republic of Ghana under the Alternative Dispute Resolution Act, 2010 (Act 798).

7.3 The Arbitration shall be by tribunal of three (3) arbitrators. Each party shall appoint one (1) arbitrator and the third arbitrator shall be appointed by an agreement between the arbitrators so appointed, or in the default of agreement between them, by the Alternative Dispute Resolution Centre in Ghana.

7.4 Any award rendered shall be final and binding and may be enforced by either party in a Court of competent jurisdiction.

ARTICLE 8: CONFIDENTIALITY

8.1 The Consultant shall not, during the term of this contract and within two years after its expiration, disclose any proprietary or confidential information relating to the services, this contract or the Client's business or operations without the prior written consent of the client. In any event any information is disclosed verbally by the Client to the Consultant, such information shall be treated as confidential under this Clause unless the Client notifies the Consultant that such information is not confidential.

8.2 The foregoing confidentiality restrictions shall not apply to:

- (a) Information already known to the Consultant prior to disclosure by the Client;
- (b) Information lawfully in the public domain through publication or disclosure by third parties not in violation of any Agreement with the Client;
- (c) Information required to be provided to court, arbitral tribunal or regulatory authority under process of law; provided that if the Consultant receives any such process which may require disclosure of confidential information it shall promptly notify the Client and cooperate with the Client in taking reasonable action to prevent disclosure.

ARTICLE 9: MATERIAL OWNERSHIP

9.1 Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software

ARTICLE 10: ENTIRE AGREEMENT

10.1 This Agreement represents the entire agreement between the Parties and supercedes all other agreements ever entered into between the Parties with respect to the terms of this Agreement.

ARTICLE 11: NOTICES

11.1 Notices and other communication required to be sent under this Agreement shall be sent to the respective addresses below, or to any other address previously notified in writing by either party to the other as its new address for such purposes:



FOR THE CONSULTANT/KRL INTERNATIONAL, LLC.

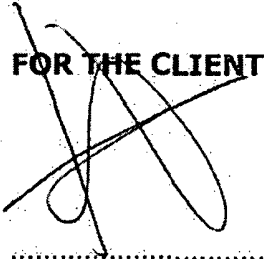
KAREN RIVA LEVINSON
PRESIDENT/CEO
1701 K STREET, NW
SUITE 550 WASHINGTON, DC 20006

FOR THE CLIENT/THE REPUBLIC OF GHANA

CHIEF DIRECTOR
MINISTRY OF FINANCE
P.O. BOX MB 40
REPUBLIC OF GHANA
ACCRA

IN WITNESS WHEREOF the parties hereto, acting through authorized representatives, have caused this Agreement to be signed on their behalf and delivered as of the day and year first above written

FOR THE CLIENT



.....
HON. CHARLES ADU BOAHEN
DEPUTY MINISTER

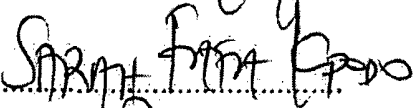
FOR THE CONSULTANT

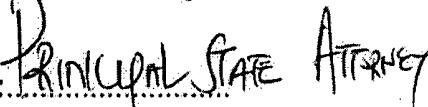


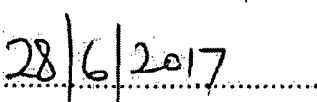
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KAREN RIVA LEVINSON
PRESIDENT/CEO

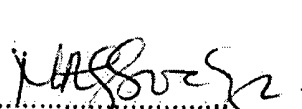
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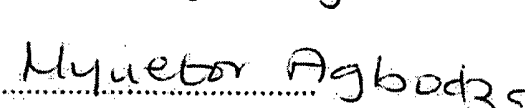
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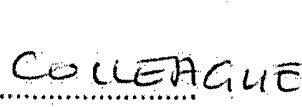
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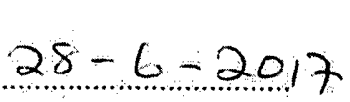
DESIGNATION: .....

DATE: .....

SIGNATURE: .....

NAME: .....

DESIGNATION: .....

DATE: .....