

AGREEMENT

ENGAGEMENT BASICS

1. Term:

This Agreement shall be for 18 months beginning July 1, 2016 and expiring on December 31, 2017. Its terms may be renewed upon the explicit written assent of both parties.

2. Scope of Engagement

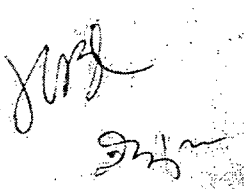
The party represents the Ministry of Development Strategies & International Trade in connection with representation of Sri Lanka in Washington, D.C. before government agencies and the U.S. Congress focusing efforts on educating about the peace process in Sri Lanka; exploring options for greater economic and commercial ties between the U.S. and Sri Lanka; identifying and expanding options for market access of Sri Lanka goods into the U.S.; expanding the Sri Lanka Caucus and building a friends of Sri Lanka caucus in the Senate; assisting in visiting delegation agenda development; promptly notifying Sri Lanka of any Congressional or Administrative action of importance to Sri Lanka; preparing brief analyses of developments in Congress and the Executive Branch on particular issues of concern to Sri Lanka; interacting with the interested U.S. stakeholders and advising Sri Lanka on its free trade negotiations with other partner countries and possibly the United States.

3. Scope of Representation

The scope of representation is limited to providing only those services that are described in the Scope of Engagement above. No other services are intended to be provided without the mutual agreement of the Client, and the Firm. If determined later to change the scope of representation materially, both parties will need to document that change in additional correspondence.

Professional services of the firm may include, research and analysis of legal and factual issues; analysis of applicable law, rules and regulations; negotiations with other parties; drafting and preparation of documents; review and comment on documents prepared by others; oral and written advice to, the Client; written and oral communications with other parties and with the Client.

In order for the Firm to work as efficiently as possible, it is understood that the Client will provide information, or documentation which shall be discussed with your Client staff. The services will be completed in as timely a manner as possible consistent with the conditions of the engagement.



4. Limitation as to Affiliates

The engagement is limited expressly to the Client, unless both parties agree otherwise in writing. As such Firm representation does not include representation of any of Clients parents, subsidiaries, affiliate, shareholders, directors or officers ("Client Affiliates"). In short, the Firm serves as legal counsel for the Client but not for any of Clients Affiliates. Accordingly, it is understood and agreed that any representation by the Firm of another client adverse to any of Clients Affiliates does not constitute a conflict of interest and does not require Client's consent.

5. Attorney-Client Privilege and Communications.

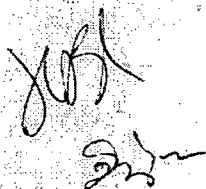
All communications from the Firm, including statements, may contain information protected by the attorney-client privilege. As the privilege could be waived if someone other than the client sees the privileged material, Firm recommended that client keep Firms statements, as well as other letters and communications from the Firm, in a separate file marked "Attorney-Client Privileged Materials" and keep the file in a secure place.

Client communications with Firm are legally protected by the attorney-client privilege. In addition, Firm will treat Client matter as confidential, will not (unless clients specifically grant firm the authority to do so) discuss or otherwise make available to anyone, including other clients, any information about client, clients business, or Firms work on behalf of client.

Firm, will need to communicate with Client about their representation from time-to-time. Client facilitate Firms work, to provide factual information and documents, and to make decisions as necessary, and with at all times clients expectations and any concerns regarding Firms services at any time during the course of Firms representation. Client should be actively involved in the strategy and management of client legal affairs and firm's goal is to encourage candid and frequent communication between both parties.

6. Completion of Matter.

After the conclusion of firms representation in the matter, firm do not (unless client specifically request in writing that we do so) undertake to continue to review that matter and update firm concerning legal developments, such as changes in applicable laws or regulations. If client do request that the Firm review a specific matter on which previously worked, firm will consider that to be a new representation. Thus, while we may, from time-to-time, call to client attention issues or legal developments that might be relevant to client operations, firm is not undertaking to do so as a part of this representation.



Firm will perform their professional services on Client behalf to the best of their ability, but firm cannot make and have not made any guarantees regarding the outcome of their work on this matter. Any expression by firm about the outcome of this matter are Firms best professional views only and are limited by their factual knowledge at the time they are expressed.

7. Termination of Services and Representation. Client may terminate Firm services at any time. Termination of representation does not, however, relieve Client from the responsibility of paying any costs and expenses incurred through the date firm are notified of such termination in writing. Similarly, firm may withdraw from this representation for any reason consistent with the Bar Rules and Court Rules of the state including clients failure to promptly pay firm statements; failure to disclose all facts material to firm representation; failure to act in accordance with firm advice; or development of one or more circumstance which, in firm judgment, impair firm ability to maintain an effective attorney-client relationship.

8. Document Retention After Firm representation is conclude, Firm will communicate with Client to determine Client preference for the disposition of client files. If client not wish client files returned and wish the Firm to retain them for client, firm will retain them for a period no less than seven (7) years. It will be Client responsibility, however, to secure the return of records. If arrangements are not made for the return of client's records within seven (7) years following the conclusion of any matter, they will be destroyed. If, during the seven (7) years the file is in storage, the Firm is required to retrieve the file on behalf of client and will be billed for any retrieval and/or return costs the Firm may incur.

9. Registration and Disclosure The Firm and any subcontractors it may employ shall separately and individually comply with any and all restrictions and requirements, including filing, and other disclosure, of the Foreign Agents Registration Act, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act and other applicable laws and regulations of the United States and the District of Columbia.

10. Conflicts. Sri Lanka acknowledges the breadth of the Firm's practice, which could give rise to the potential that it may represent clients in unrelated matters whose interests are contrary to Sri Lanka's. Nonetheless, even the appearance of a conflict could render unproductive the relationship contemplated by this Agreement. Therefore, the Firm shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. To the end, the Firm shall

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comply with all applicable provisions of the District of Columbia Bar Code of Professional Conduct. It shall also immediately assess whether it represents any clients whose interests are contrary to Sri Lanka. If so, then it shall inform Sri Lanka and then Sri Lanka and the Firm shall work together to determine whether and how to resolve any apparent or actual conflict. Only on a case-by-case basis will Sri Lanka acknowledge that a concurrent representation in an unrelated matter is appropriate.

FEES AND BILLING

11. Fees.

With respect to the matter undertaken, Client agree to pay the Firm the monthly retainer fee of \$30,000 for the period July 1, 2016 – December 31, 2016; a monthly retainer fee of \$40,000 for the period January 1, 2017 – June 30, 2017 and \$30,000 per month for the period July 1, 2017 – December 31, 2017 for its representation in this matter. This fee represents the total amount to be invoiced for this matter. In addition, a one time fee of \$30,000 will be charged to cover international travel or miscellaneous travel, copying, courier expenses that may arise out of performance of this work for the 18 month period.

Client request the Firm to work on other matters; the Firm will require client to submit a separate engagement for such additional work.

12. Billing Statements.

Unless there are circumstances that would indicate otherwise, each month Client will receive a statement for the retainer fee.

Unless specified otherwise, invoices will be transmitted in PDF format to Client-designated email address. The Firm encourages payment of its invoices via wire transfer or ACH transfer as this method facilitates the payment process and the application of payment on a timely basis. Firms wire transfer and ACH transfer information will be sent to client appropriate accounting department.

Due to the high proportion of bank charges deducted from payments of international checks and the long delays associated with such payments, firm request to issue a bank draft/wire transfer instead of issuing a check from a non U.S. bank. If payment via check issued from a non U.S. bank cannot be avoided, the Client will be responsible for any bank charges.

Client agree to pay in full the amount of each invoice within fifteen (15) days of the invoicing date. Any outstanding balances not paid

when due as agreed shall be subject to the accrual of interest at a rate of 18% per annum (1.5% per month) from the due date until paid.

If any statements remain unpaid for more than 60 days, Firm may cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. The Firm reserves the right to suspend its work due to nonpayment within its terms. In the event that the Firm's work is suspended as a result of nonpayment, client agree that the Firm will not be responsible for Client failure to meet governmental and other filing and submission deadlines, or for penalties or interest that may be assessed, or other damages that may be sustained by, the Client resulting from Client failure to meet said deadlines.

13. Billing Dispute

If Client have a dispute regarding hourly rate(s), hours billed, costs expanded, interest charged for past due amounts, or any other billing issue, client must notify the Firm of the dispute in writing within 15 days after the date on the invoice in dispute, or client waive the right to raise such billing disputes with the Firm. In any collection action brought by the Firm, Client waive all defenses other than full payment if Client failed to comply with the requirements of this paragraph.

GOVERNING LAW AND DISPUTE RESOLUTION

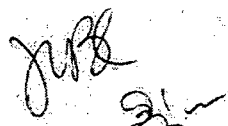
14. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of Sri Lanka, without giving effect to principles of conflicts of law.

15. Dispute Resolution

The parties will use reasonable efforts to resolve all disputes arising under this Agreement amicably through negotiations between of the Parties.

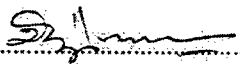
In the event such dispute cannot be settled amicably through negotiations within a 30-day period, a binding arbitration shall be held. Arbitration shall be held as per the Arbitration Act No. 11 of 1995 (Sri Lanka). The proceedings shall be held in Colombo and the Arbitration shall be held in English.




AGREED TO AND ACCEPTED:

Ministry of Development Strategies & International Trade

Sandler, Travis & Rosenberg, P.A.

By: 
Chandanie Wijayawardhana
Secretary

By: 
J. Nicole Bivens Collinson
President, International Trade &
Government Relations

Dated: 29th July, 2016