

XXX, 2017

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Managing Partner  
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Stuart Bowen, Esq.

**RE: Fee Agreement for Affiliated Advisor**

Dear Stuart:

Brownstein Hyatt Farber Schreck, LLC ("Brownstein") provides consulting services and counsel to the Government of Iraq (GOI) in the connection with its Government Relations practice.

Brownstein wishes to engage Stuart Bowen (Mr. Bowen) to provide strategic advisory services to Brownstein based on the terms and conditions set out in this Agreement. The purpose of this letter is to confirm the terms and conditions of Mr. Bowen's representation of Brownstein's interests in this regard, as previously agreed to by Mr. Bowen with BHFS member Jim Nicholson.

Mr. Bowen originated Brownstein's contract with the Government of Iraq. The purpose of this agreement is to compensate Mr. Bowen for his origination of this work and secure his interests in being properly compensated for further Government of Iraq work earned by Brownstein.

Therefore, in consideration of the shared intent, mutual covenants, and agreements contained herein, the parties agree to be bound as follows:

Duties. Brownstein engages Mr. Bowen to provide business development strategy and consulting services to Brownstein. Pursuant to this arrangement, Mr. Bowen will, with regard to any and all Government of Iraq related contracts:

- Provide Brownstein strategic advice on client activities and support to further business development, which includes recommending business strategies and tactics.

Mr. Bowen will not perform work, for itself or on behalf of any other person or entity, that conflicts with the duties of Brownstein to its clients or that may have adverse effect on any client of Brownstein. Mr. Bowen will not provide services to, or act at the order, request, direction or control of, any client of Brownstein, including the Government of Iraq, pursuant to this Agreement. His services shall be limited to the advisory services described in this Agreement.

Mr. Bowen will at all times abide by the Rules of Professional Conduct for the District of Columbia (the "Rules") and will consult with Brownstein in the performance of its duties.

Mr. Bowen will not perform work that would otherwise require him to register under FARA. If he ever does engage in FARA registerable activities, it is his obligation to ensure compliance with registration requirements.

Ownership. All information, reports, recommendations, documents, presentations, databases, charts, files, actual and prospective client information, legal pleadings and filings, briefs, and other information

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developed by or provided to Mr. Bowen in connection with this agreement are and will remain the exclusive property of Brownstein and/or Brownstein's clients (if part of clients' files). Brownstein will have the entire right and title and interest in and to any materials provided or prepared by Mr. Bowen under this agreement.

Fee Amount, Expenses and Payment Schedule.

Pursuant to agreement with the billing attorney Jim Nicholson, Mr. Bowen will receive 15% as an **origination fee** on any cash receipts actually received by Brownstein in compensation for any Government of Iraq work or follow-on work related to GOI representation.

For work executed on behalf of Brownstein as part of his GOI representation, Mr. Bowen shall be compensated at \$300/hour and will submit bills by the 25<sup>th</sup> of each month. His total compensation shall not exceed 33% of total funds received from Iraq, excluding expenses.

The term of this agreement shall begin on January 1, 2017 and, unless terminated sooner in accordance with the provisions of this agreement, end on December 31, 2017, which term may be extended only in a writing signed by both

Mr. Bowen shall be paid by wire transfer 15% of all cash payments provided to Brownstein by GOI within three business days of receipt of payment funds from the GOI by Brownstein.

Brownstein will reimburse Mr. Bowen for any pre-approved, reasonable client-reimbursable expenses incurred at Brownstein's request, including costs of research, parking, travel and government filing fees. Mr. Bowen shall submit reimbursement requests in writing, with adequate documentation. Overseas travel shall be by business class.

Brownstein shall issue Mr. Bowen an IRS Form 1099 in connection with the compensation paid hereunder

Waiver. Brownstein acknowledges that is has been advised and understands that Mr. Bowen does not currently have clients that compete or otherwise have interests adverse to Brownstein in matters not substantially related to the specific matters for which Brownstein has retained Mr. Bowen. Mr. Bowen shall notify and consult with Brownstein in advance of accepting any matter known by the firm to be adverse to Brownstein.

Confidentiality. Except as necessary for the performance of the services contemplated herein or with Brownstein's specific consent, Mr. Bowen shall keep confidential all information received from Brownstein, its affiliates or representatives. Mr. Bowen's obligation to keep information confidential shall survive the termination of this agreement.

As partial consideration for Brownstein's agreement to enter this Agreement, Mr. Bowen covenants and agrees, except with the prior written consent of Brownstein or as required by law, not to at any time during or following the term of this Agreement, directly or indirectly, use, divulge, reveal, report, publish, transfer, disclose or utilize, for any purposes whatsoever, any of the terms of this Agreement or any Confidential Information which has been obtained by or disclosed to Mr. Bowen as a result of Mr. Bowen affiliations with Brownstein.

Independent Mr. Bowen. Brownstein and Mr. Bowen each expressly understand, agree and intend that Mr. Bowen is an independent contractor in the performance of each and every part of this agreement, and is solely responsible for all costs and expenses arising in connection with the performance of Mr. Bowen's work, except as expressly set forth herein. Mr. Bowen is responsible for obtaining any business permits or licenses required to enable it to operate as an independent contractor. Mr. Bowen is solely responsible for

any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of the activities of Mr. Bowen and its agents. Mr. Bowen has and retains control of, and supervision over, the performance of its obligations hereunder, including scheduling and day-to-day control over the performance of its work, and except as expressly provided herein, Brownstein will have no right to exercise any control whatsoever over the activities or operations of Mr. Bowen. Notwithstanding the foregoing, however, Mr. Bowen may not subcontract all or any portion of the performance of its work under this agreement unless Brownstein has provided its express written approval in advance.

Termination. Either party may terminate this agreement by providing the other party with fourteen days' written notice of such termination. Brownstein may, in its sole discretion, provide compensation in lieu of all or a portion of the notice period, regardless of who initiates the termination, prorating the fees as appropriate. In addition, Brownstein may also terminate this agreement immediately for cause. Cause includes, but is not limited to, the following, as determined in Brownstein's sole discretion: (i) failure of Mr. Bowen to comply in any material respect with this agreement (including failure to perform its work in a manner deemed satisfactory by Brownstein in its subjective judgment) or any applicable Brownstein policy or procedure, including Brownstein's policy against harassment; or (ii) personal or professional misconduct by Mr. Bowen.

Indemnity. Mr. Bowen agrees to indemnify, defend (with counsel selected by Brownstein) and hold harmless Brownstein and its affiliates, successors, agents, employees, insurers, clients, officers and directors (the "Brownstein Indemnified Parties") from and against any and all claims, demands, damages, costs, losses, taxes, penalties, assessments, judgments, interest payments, and expenses of whatever kind and nature, to the fullest extent permitted by law, directly or indirectly arising out of or resulting from or on account of: (i) any claim, demand, and/or determination that Brownstein is the employer of Mr. Bowen or any agent provided by Mr. Bowen, claims for discrimination, workers' compensation, unemployment, unpaid compensation, benefits, misclassification or failure to make required withholdings; (ii) any claim, demand or charge based upon acts or omissions of Mr. Bowen in relation to the Services; (iii) any claim for negligence, misconduct or malpractice against any of the Brownstein Indemnified Parties in connection with the engagement of Mr. Bowen and/or arising under or relating to this agreement; (iv) any claim for injury or death to any person or for damage to or destruction of property resulting from any act or omission of Mr. Bowen or its agents arising under or relating to this agreement, including any motor vehicle accident; and (v) any misappropriation, misuse or theft of Confidential Information, unfair competition, breach of contract, or other acts or omissions of Mr. Bowen or its agents that harm or damage (or threaten to harm or damage) any of Brownstein Indemnified Parties.

Miscellaneous. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements with written or oral. Mr. Bowen shall not hold itself out as an agent or employee of Brownstein. This agreement may be amended only by a written document signed by both parties.

This agreement shall be governed by and construed in accordance with the substantive laws of the District of Columbia. Furthermore, this agreement shall be understood as having been drafted by both parties and constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties, superseding all prior and contemporaneous agreements, representations, and understandings of the parties. Finally this agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on electronic mail and facsimile counterparts. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

If the terms of the agreement are acceptable to Mr. Bowen, please sign and return a copy of this letter.

Sincerely,

Sincerely,

**BROWNSTEIN HYATT FARBER SCHRECK, LLP**

By: \_\_\_\_\_  
Marc Lampkin

**ACCEPTED AND AGREED TO:  
STUART BOWEN**

By: \_\_\_\_\_

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