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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

BROIDY CAPITAL MANAGEMENT LLC and ELLIOTT BROIDY,

Plaintiffs,

v.

NICHOLAS D. MUZIN, JOSEPH ALLAHAM, GREGORY HOWARD, and STONINGTON STRATEGIES LLC,

Defendants.

Civil Action No. 1:19-cv-00150-DLF

REPLY MEMORANDUM OF LAW IN FURTHER SUPPORT OF PLAINTIFFS' CROSS-MOTION TO COMPEL

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Dated: August 24, 2023

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Plaintiffs respectfully submit this memorandum of law in further support of, and in reply to Qatar's memorandum of law ("Q. Mem.") in opposition to, their cross-motion to compel ("Pls. Mem.").[1]

PRELIMINARY STATEMENT

Plaintiffs have recently received three shocking documents—a December 20, 2018 putative settlement agreement between Qatar and defendant Joseph Allaham, with whom plaintiffs have now settled, and a July 13, 2018 email from Mr. Allaham's then counsel advocating such a settlement, as well as Mr. Allaham's August 19, 2023 declaration—which negate Qatar's privileges and immunities assertions regarding the documents on its Allaham privilege log and raise serious questions regarding its other assertions.[2] They also evidence what appears to be an egregiously improper and longstanding effort by Qatar and its agents, including the defendants and nonparty subpoena recipients—and their respective counsel—to frustrate discovery in this and other actions brought by plaintiffs arising from Qatar's hack-and-smear campaign against plaintiffs.

Qatar contends that documents and communications withheld by defendants and certain nonparty subpoena recipients are "inviolable" on the grounds that (1) each of the defendants and nonparties had a "special relationship" with Qatar's diplomatic mission to the United States and (2) each withheld document and communication was specifically "provided by the mission," or

[1] Submitted herewith in further support of plaintiffs' cross-motion is the Declaration of Daniel R. Benson, dated August 24, 2023 ("Benson Decl.").

[2] The three documents are referred to herein as the "December 2018 Agreement," the "July 2018 Email" and the "Allaham Declaration," respectively. The December 2018 agreement and the July 2018 email, which were never produced by any party or included on any privilege log, were provided to plaintiffs by Mr. Allaham. As set forth below, in view of these documents and other information which has come to light during discovery, plaintiffs respectfully request the opportunity to take further discovery concerning the issues raised herein.

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was "solicited by [the mission] and incorporate[s] information from archives or documents of the mission," and was created "for purposes essential to the functions of the mission and with reasonable expectations of continued confidentiality." Q. Mem. at 7.

Under Qatar's position, there would effectively be no limit on its right to assert the "inviolability" of documents in the hands of its agents, no matter what those agents did, so long as it was to advance a "mission function"—even if the conduct at issue itself violated the Vienna Conventions. If, for example, in order to advance what it claims is a "mission function," such as advancing Qatar's reputation in the United States, Qatar hired agents in the United States to bribe, say, U.S. government officials or threaten or murder its critics (or hack their confidential email accounts), Qatar could prevent those agents from disclosing of documents and communications evidencing that illegal conduct. There is no support in the Vienna Convention or any other authority for Qatar's position.

Here, what plaintiffs allege and will prove is that at Qatar's behest, defendants, together with other parties, illegally used hacked materials to smear plaintiffs. But what is equally if not more shocking is that it appears that—at the behest of this enormously wealthy foreign country which was paying the fees of all of those parties' attorneys' fees—the lawyers for defendants and nonparties and Qatar itself went to extraordinary lengths to help Qatar cover up that egregious misconduct.

ARGUMENT

The Allaham Declaration, December 2018 Agreement, and July 2018 Email directly contradict Qatar's representations concerning "mission function," "special relationships," and "reasonable expectations of confidentiality"—as evidenced by the following statements in those documents:

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The Allaham Declaration

- "The majority of the work that I did for the State of Qatar and the Qatar Investment Authority (QIA) involved finding investment opportunities in the United States." Benson Decl. Ex. 1 ¶ 2. This work obviously was not "special relationship" work to advance "mission functions."

- "I have been informed by my attorneys at ArentFox Schiff that a London-based attorney representing Qatar named Osama Abu-Dehays of Pillsbury Winthrop Shaw Pittman told my attorneys that they could not produce to Broidy any documents and communications that would be embarrassing to Qatar or that would reveal the involvement of Qatar and/or its agents in the hack-and-smear campaign targeting Broidy." *Id.* ¶ 3. Qatar's assertions of privileges and immunities over documents, and the defendants and nonparties' withholding the documents, have been designed not to protect legitimate "inviolable" mission activities or information but to cover up crimes and torts.

- "Based on my conversations with my attorneys, it is my understanding that the instruction from Pillsbury is why Covington & Burling, which represents the State of Qatar, has submitted privilege logs designating as 'privileged' numerous of my WhatsApp communications with Ali Al-Thawadi, Chief of Staff to Mohammed bin Hamad Al Thani, the younger brother of the Emir of Qatar." *Id.* ¶ 4.

- "[M]y attorneys told me in or around May of this year that they were not allowed to search my documents and communications from 2017 and 2018, because Covington told them that my materials from that time frame 'belong' to Qatar." *Id.* ¶ 5.

- "I reviewed all [27 of] my chat messages with Ali Al-Thawadi [that are listed on Qatar's privilege logs for my materials]. After that review, I can say with certainty that none of my chats discussed "diplomatic strategy" for any country. For example, some of the messages simply discussed Qatar giving very expensive watches, such as Patek Philippe and Rolex, as gifts to high-profile and influential people in the United States." *Id.* ¶ 7.

- "Nothing in the contents of [my withheld] documents related to Qatar's foreign policy or diplomacy. None of [my withheld] documents contain any information that could be considered foreign policy or diplomatic secrets. Nothing in the text of any [of my withheld] documents relates to what I understand are the essential functions of a diplomatic mission." *Id.* ¶ 8.

- "During the time I worked for Qatar and the Qatar Investment Authority (QIA): no one ever told me and I never agreed or believed that I was helping Qatar's diplomacy; no one ever told me and I never agreed or believed that the documents were confidential; no one ever told me and I never agreed or believed that the communications and documents in my possession were the property of Qatar; no one ever gave any instructions regarding the handling or sharing of any information or materials relating to Qatar; and no one ever told me and I never agreed or believed that any materials or information that I had sent or received was 'of the mission,' including in the sense that they were confidential or proprietary for the purpose of advancing Qatar's foreign policy." *Id.* ¶ 9.

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December 2018 Agreement

- Far from reflecting what Qatar now claims was a "special relationship" between Mr. Allaham and Qatar, the December 2018 agreement reflects the opposite—Qatar's refusal even to acknowledge that Mr. Allaham ever worked for Qatar. In the very first "whereas" clause, among numerous other places in the agreement, the December 2018 Agreement states, "WHEREAS, Mr. Allaham alleges that, in or around 2017, he entered an independent contractor relationship with the Qatar Parties to advance the interests of the Qatar Parties and of Qatar's instrumentalities, by promoting the 2022 World Cup in Qatar, fostering better international relations within the Gulf region with the leadership in the Jewish community in the United States, and providing real estate investment and other public relations and messaging services." Benson Decl. Ex. 2 at 1. Another WHEREAS clause provides that it was the "position of the Qatar Parties that there were no legally binding obligations imposed on any Qatar Party implementing the [relationship alleged by Allaham]." *Id.* at 2.

- Section 7(a) of the December 2018 Agreement—titled "Ownership of Records and Confidentiality"—purported to require Mr. Allaham to make available and return to Qatar by December 30, 2018 "all records, notes, data, memoranda, models, and equipment of any nature, and copies thereof, that are in Mr. Allaham's possession or under Mr. Allaham's control and that relate to the Consulting Arrangements or otherwise to the business or affairs of a Qatar Party or its Released Persons," and to "agree and acknowledge that all such returned records are and at all times in the past have been the property of Qatar, and are not and have never been the property of any Allaham Party." *Id.* at§ 7(a) (emphasis added).

- The December 2018 Agreement defines "Consulting Arrangement" to mean, among other things, "any and all activities performed at any time prior to [December 20, 2018] by an Allaham Party or any of its Released Persons in furtherance of or related to the interests of a Qatar Party or its Released Persons, . . . including . . . [Mr. Allaham's] activities relating to, in furtherance of, or arising out of the subject matter of the California Action[, *i.e.*, *Broidy Capital Management et al. v. State of Qatar, et al.*, Case No. 18-cv-02421-JFW (C.D. Cal.),] or Related Actions[, *i.e.*, this case." *Id.* § 1(e).

- The December 2018 Agreement defines Qatar's "Released Persons" to include Qatar, all of its subdivisions and instrumentalities, and "all parties named as Defendants by Plaintiffs Elliott Broidy and Broidy Capital Management LLC." *Id.* § 1(h).

July 2018 Email

- "[Mr. Allaham] did an amazing job of getting through discovery without a scratch on Qatar even though there is no confidentiality agreement in place between he and Qatar - or indemnification agreement or help with immunity."

- "Qatars lawyers thought just keeping discovery 'attorneys eyes' only would be good enough. I said then it wouldn't and I'm proven right from the leaks. The only good strategy was 'no discovery' but Qatar negotiated that away."

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- "[T]here are no confidentiality agreements in place between [Mr. Allaham] and anyone." *Id.*

- "You don't hire Abbey Lowell if you've got a parking ticket, right?"

Id., Ex. 3 at 1.

I. The Allaham Declaration, December 2018 Agreement, And July 2018 Email Confirm That Qatar's Frivolous Objections Are Intended to Illegally Conceal and Have Concealed Unprotected, Highly Relevant Evidence

The Allaham Declaration, December 2018 Agreement, and July 2018 Email establish, among other things, that:

- There was no "special relationship" between Qatar and Mr. Allaham;

- Qatar had no expectation at all, let alone a reasonable expectation, of confidentiality in its dealings with Mr. Allaham;

- Qatar and its counsel—with the assistance of defendants and their respective counsel—have sought to wrongfully conceal discoverable evidence; and

- Qatar has, for years, propped up its baseless Vienna Convention objections by knowingly misrepresenting its purported relationship with Mr. Allaham and the purported strict requirements of confidentiality that it has repeatedly said it imposed upon him.

The Allaham Declaration and December 2018 Agreement unmistakably reflect Qatar's and defendants' intentional scheme to circumvent the basic rules of discovery. This is evident from the Allaham Declaration, in which Mr. Allaham reveals that he was "informed by [his former] attorneys at ArentFox Schiff that a London-based attorney representing Qatar named Osama Abu-Dehays of Pillsbury Winthrop Shaw Pittman told [ArentFox Schiff] that they could not produce to [plaintiffs] any documents and communications that would be embarrassing to Qatar or that would reveal the involvement of Qatar and/or its agents in the hack-and-smear campaign targeting plaintiffs." *Id.*, Ex. 1, ¶ 3. Mr. Allaham further attests that his lawyers told him that they were not "allowed to search [Mr. Allaham's] documents and communications from

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2017 and 2018, because Covington told them that [his] materials from that time frame 'belong' to Qatar." *Id.* ¶ 5.

Mr. Allaham's attestations are all the more concerning in view of the December 2018 Agreement that Mr. Allaham executed with Qatar.[3] That agreement not only corroborates his statements, but reveals that Qatar, through its counsel, engaged in extensive efforts designed to retroactively provide Mr. Allaham—and, doubtlessly, other defendants and parties—with contrived cover for his eventual Qatar-mandated non-compliance with plaintiffs' discovery requests in this and related actions. Moreover, among numerous other unusual aspects of the agreement, it provided that Qatar would pay Mr. Allaham over $1 million as an initial installment—on the "condition precedent" that he first execute a "sworn affidavit" in a "form mutually agreed between Qatar and Mr. Allaham" "truthfully recounting the facts of [his] relationship" with, among others, Qatar and any and all parties sued by plaintiffs. Qatar's agreement to pay is all the more bizarre given that, as noted, Qatar in the agreement refused even to acknowledge that Mr. Allaham worked for it.[4]

In fact, evidence from the limited discovery that has been produced has confirmed that Qatar engaged in similar conduct with other parties. For example, Qatar paid public relations firm IMS, Inc. and its president, Jeff Klueter—who were also involved in the dissemination of plaintiffs' hacked materials—$40,000 on May 5, 2018 pursuant to an amendment to their

[3] The December 2018 agreement itself, as to which there is no conceivable Vienna Convention or other protection, had never been produced by anyone and instead was withheld in response to plaintiffs' discovery requests for agreements between Qatar and, among others, the defendants—including by Qatar's counsel, Covington & Burling, in response to plaintiffs' June 28, 2023 subpoena. Covington, which is a notice party on the December 2018 Agreement, doubtless is in possession of a copy of the agreement.

[4] Like the December 2018 Agreement itself, that affidavit and documents reflecting payments by Qatar thereunder have never been produced.

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Consulting Services Agreement requiring that "IMS shall compile and index all the records IMS has assembled/produced in the performance of this Agreement, including all confidential communications; ***IMS shall purge all duplicates from IMS hard copy or electronic files***; and IMS shall organize the records (in encrypted form) for delivery to the Embassy, if requested." *Id.* Ex. 4 at 1 (emphasis added). Given that plaintiffs sued Qatar and others on March 26, 2018—six weeks before Qatar had IMS execute the amendment—alleging claims arising out the hack-and-smear campaign against plaintiffs in which IMS was involved, *see Broidy Capital Management et al. v. State of Qatar, et al.*, Case No. 18-cv-02421-JFW (C.D. Cal.), the requirement that "IMS shall purge all duplicates from IMS hard copy or electronic files" squarely violated IMS's document preservation obligations.

The December 2018 Agreement also notably defines "Consulting Arrangement" to mean, *inter alia*, "any and all activities performed at any time prior to [December 20, 2018] by an Allaham Party or any of its Released Persons in furtherance of or related to the interests of a Qatar Party or its Released Persons, . . . including" the work covered in Mr. Allaham's June 15, 2018 FARA filing, his work for and/or with defendant Stonington Strategies LLC on behalf of Qatar, his investment sourcing and real-estate advisory work for Qatar, and his "activities relating to, in furtherance of, or arising out of the subject matter of the California Action or Related Actions." *Id.* Ex. 2 § 1(e). It likewise defines "California Action" to mean *Broidy Capital Management et al. v. State of Qatar, et al.*, Case No. 18-cv-02421-JFW (C.D. Cal.), *i.e.*, predecessor litigation concerning the same hack-and-smear campaign at issue in this case, *id.* at 1, "Related Actions" to mean, *inter alia*, this case, *id.* § 1(g), and Qatar's "Released Persons" to include Qatar, all of its subdivisions and instrumentalities, and—*critically*—"all parties named as Defendants by Plaintiffs Elliott Broidy and Broidy Capital Management LLC," *id.* § 1(h).

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In other words, through the December 2018 Agreement, Qatar sought to manufacture purported Vienna Convention protection by retroactively claiming confidentiality and ownership over all documents in Mr. Allaham's possession that conceivably could be relevant in any litigation arising out of Qatar's hack-and-smear attack on plaintiffs.

That appears to be precisely the approach—"no discovery"—Mr. Allaham's former counsel advocated Qatar should take in the July 2018 Email to counsel for Jamal Benomar, a Qatar agent who was also deeply implicated in the hack-and-smear and who, apparently with Qatar's assistance, secured a diplomatic position with Morocco providing him immunity to plaintiffs' lawsuits. *See id.*, Ex. 3 at 1 ("Qatars lawyers thought just keeping discovery 'attorneys eyes' only would be good enough. I said then [that] it wouldn't . . . . The only good strategy was 'no discovery' . . . .").

And, Qatar inserted the retroactive confidentiality and ownership provisions in the December 20, 2018 Agreement, plaintiffs had already sued Qatar, Jamal Benomar, and defendants Nicholas Muzin and Stonington, and had successfully moved to compel production of documents from Mr. Allaham himself, so that all parties, including Qatar and its counsel—had long been on notice of his obligation to preserve documents and communications possibly relevant to plaintiffs' hack-and-smear litigation—a legal obligation that Section 7(a) of the December 2018 Agreement quite obviously would cause him to violate.

Nor does it appear that Qatar and Covington have limited their interference in discovery to just Mr. Allaham. Wiley Rein has failed to produce a document that plaintiffs only learned of recently from Squire Patton Boggs—namely, an email from former SPB partner (and registered Qatari agent) Dean Dilley, sending Mr. Muzin notice that Stonington's consulting agreement had been suspended. This material change in the status of defendants Stonington and Muzin was

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apparently transmitted on March 28, 2018, two days after plaintiffs filed their initial Complaint in the California Action.

This was no mere oversight. On July 21, 2023, Plaintiffs requested confirmation that defendant Stonington has produced all "documents related to any agreements (formal or informal) it negotiated or executed with Qatar or any Qatari agent, representative, or affiliate." On August 3, counsel for Stonington and Defendant Muzin, Wiley Rein, responded: "Any agreements between Stonington and the State of Qatar or on behalf of Qatar were publicly disclosed pursuant to FARA and are available through the following webpage: https://efile.fara.gov/ords/fara/f?p=1235:10."

Further, most of the publicly available contracts of the FARA-registered agents whom Plaintiffs have subpoenaed contain language requiring the agents to "return" to the Embassy all Qatar-related work product and communications "upon termination" and/or "upon request." Although plaintiffs have repeatedly asked counsel for most of the subpoenaed Qatari agents, David Gringer of WilmerHale, whether relevant materials were "returned" to Qatar and/or deleted, Mr. Gringer has pointedly refused to answer.

Plaintiffs have asked counsel for these agents numerous times in recent months for confirmation that relevant materials have been preserved for searching and potential production, but no clear answers have been provided. In response to plaintiffs' pointing out in the Motion to Compel that the privilege log items for IMS concerning "physical transfer [of work product] to the Qatari mission" were a clear reference to the May 2018 amendment between IMS and Qatar that also called for the "purging" of work product, Qatar notably did not deny that IMS had "returned" and deleted material relevant to the claims in this matter.

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The Allaham Declaration and July 2018 Email also confirm that Qatar had neither a special relationship with Mr. Allaham nor any reasonable expectation of privacy in any of the documents and communications exchanged with him. Mr. Allaham directly refutes in his sworn declaration that he ever assisted Qatar's Embassy or diplomatic mission in the United States "in the performance of [the] diplomatic mission's functions," as Qatar's own test requires. *See infra* Part II.A. He states instead that "[t]he majority of the work that [he] did for the State of Qatar and the Qatar Investment Authority (QIA) involved finding investment opportunities in the United States." Benson Decl. Ex. 1, ¶ 2. Such run-of-the-mill business dealings are in no way protected by the Vienna Convention and, indeed, constitute precisely the type of commercial activity the Vienna Convention expressly excludes from immunity.[5] *See* Vienna Convention, Ar. 31 ("A diplomatic agent shall enjoy . . . immunity from [the receiving State's] civil and administrative jurisdiction, except in the case of . . . [a]n action relating to any professional or commercial activity exercised by the diplomatic agent in the receiving State outside his official functions); Art. 42 ("A diplomatic agent shall not in the receiving State practice for personal profit any professional or commercial activity."); *see also* Qatar Reply at 18 (discussing "the functions of diplomatic mission").

Furthermore, the Allaham Declaration and July 2018 Email confirm that Qatar never subjected Mr. Allaham to *any* confidentiality requirements concerning communications and documents related to any of the commercial consulting, investment sourcing, or other work that Mr. Allaham performed for Qatar or the Qatar Investment Authority. Indeed, the July 2018

[5] Contrary to Qatar's suggestion, refusing to extend Article 24 protection to activity that is specifically *prohibited* by the Vienna Convention does not raise "serious reciprocity concerns" or "undermin[e] the United States' ability to invoke the Vienna Convention to safeguard the operation of its missions abroad." Q. Mem. at 2. Faithful application of the Vienna Convention in the United States ensures faithful application abroad.

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Email—sent by ArentFox to Jamal Benomar's counsel at Winston Strawn —explicitly states as much multiple times, first noting that "there is no confidentiality agreement in place between [Mr. Allaham] and Qatar," and later adding that "there are no confidentiality agreements in place between [Mr. Allaham] and anyone." Benson Decl., Ex. 3 at 1. Were this evidence not conclusive on its own, Mr. Allaham also expressly disclaims that Qatar ever subjected him to *any* confidentiality obligations, much less *strict* ones (as Qatar's own proposed test for Article 24 protection requires, *see infra* Part II.A). *See* Benson Decl. Ex. 1, ¶ 9 ("[N]o one ever told me and I never agreed or believed that the documents were confidential; no one ever told me and I never agreed or believed that the communications and documents in my possession were the property of Qatar; no one ever gave any instructions regarding the handling or sharing of any information or materials relating to Qatar; and no one ever told me and I never agreed or believed that any materials or information that I had sent or received was 'of the mission,' including in the sense that they were confidential or proprietary for the purpose of advancing Qatar's foreign policy."); *see also id.* ¶ 7 (noting that Mr. Allaham's and Mr. Muzin's dealings with Qatar "were not secret" as they discussed those dealings "in a front-page story in the *Wall Street Journal* in 2018").

The alarming revelations arising from the Allaham Declaration, December 2018 Agreement, and July 2018 Email thus cast significant doubt, to say the least, on the integrity of Qatar's privileges and immunities assertions and the entire discovery process to date.

Accordingly, plaintiffs respectfully request that, in view of the egregious misconduct evidenced in these documents and detailed above, they be permitted to forensically investigate the full nature and scope of the discovery conduct of Qatar's counsel, defendants and their counsel and Qatar's subpoena recipient agents and their counsel. *See Covad Commc'ns Co. v.*

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Revonet, Inc., 258 F.R.D. 5, 13 (D.D.C. 2009) ("There is certainly authority for the proposition that if a party's e-mail production suggests that she is intentionally hiding things, or failing to take appropriate steps to respond to discovery, a forensic examination may be appropriate."); *Peskoff v. Faber*, 244 F.R.D. 54, 63 (D.D.C. 2007) (ordering court supervision of process to obtain proposals from qualified forensic computer technicians where many questions were raised as to the completion and sufficiency of the searches performed); *Tingle v. Hebert*, No. CV 15-626-JWD-EWD, 2018 WL 1726667, at *6 (M.D. La. Apr. 10, 2018) ("[C]ourts have permitted restrained and orderly computer forensic examinations where the moving party has demonstrated that its opponent has defaulted in its discovery obligations by unwillingness or failure to produce relevant information by more conventional means.").

Plaintiffs do not make this request lightly, but given their central role here, it is imperative that a forensic examination of the lawyers be conducted. *See In re Uranium Antitrust Litig.*, 32 Fed. R. Serv. 2d 635 (D.D.C. 1980) (granting plaintiffs' request for discovery in antitrust case from subpoenaed law firm that represented the "offspring of the alleged conspiracy or cartel" where "law firm [w]as a potential depository of documents relevant to this action which are otherwise unavailable to [plaintiff] because of the restrictive attitudes taken toward discovery by certain foreign governments and certain defendants, their officers and employees and their counsel"); *Ellis v. Toshiba Am. Info. Sys., Inc.*, 218 Cal. App. 4th 853 (2013), *as modified* (Aug. 14, 2013), *as modified on denial of reh'g* (Sept. 10, 2013) (ordering forensic inspection of plaintiffs' attorney's computer and hard drive where attorney "was not credible" and where there was evidence that she had "concealed or destroyed evidence"); *Quinn v. City of Vancouver*, No. C17-5969 BHS, 2021 WL 1170375, at *1 (W.D. Wash. Mar. 29, 2021)

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(ordering forensic examination of attorney's electronic devices where attorney, as a party to litigation, engaged in "dilatory and evasive discovery conduct").

II. None of the Withheld Materials on Qatar's Privilege Logs Qualify for Article 24 Protection

Even absent the revelations discussed above, none of the withheld materials on Qatar's privilege logs qualify for Article 24 protection under either the Government's proposed test or Qatar's own test because Qatar fails to carry its burden of establishing (i) that it at all times has had a reasonable expectation of confidentiality in each withheld document and communication, and (ii) that each withheld document and communication was solicited by Qatar and incorporates information from archives or documents of the mission.

A. Qatar Did Not Have a Reasonable Expectation of Privacy in Any of the Withheld Materials

Qatar fails to establish that it, at all times, has had a reasonable expectation of confidentiality in each document and communication on its privilege logs—an essential element of both the Government's[6] and Qatar's[7] proposed tests to determine whether a document or communication qualifies for Vienna Convention protection. *See* Gov't Br. at 31 ("[M]aterials in this case that were at one time documents of the mission may fall outside Article 24's scope because Qatar may have lacked sufficient objectively reasonable expectations of those documents' confidentiality."); Qatar Br. at 34 (extending Article 24 protection to a document in the possession of a third party only where "the third party . . . is restricted from using those materials for any [] purpose [other than aiding the mission in essential mission functions] . . . and

[6] Brief for the United States as Amicus Curiae, Broidy Cap. Mgmt. LLC v. Muzin, 61 F.4th 984 (D.C. Cir. 2023) (No. 22-7082, Doc. No. 1961136) ("Gov't Br.")

[7] Brief for Appellant State of Qatar, Broidy Cap. Mgmt. LLC v. Muzin, 61 F.4th 984 (D.C. Cir. 2023) (No. 22-7082, Doc. No. 1959204) ("Qatar Br.")

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is subject to strict requirements of confidentiality regarding those materials"). Qatar's inability to satisfy that basic requirement, by itself, forecloses Article 24 protection for all 85 withheld documents and communications on its privilege logs.

First, as already discussed, *see supra* Sec. I, Allaham's declaration confirms plaintiffs' contention that Qatar's Embassy and/or diplomatic mission in the United States did not have a special relationship with Mr. Allaham and certainly did not have a reasonable expectation of privacy in any of the documents and communications exchanged with him. Qatar again offers only conclusory assertions—but no evidence—that "Qatar . . . formed a special relationship [with Mr. Allaham], even if that relationship was not reduced to a written services contract." Q. Mem. at 14. Rather, Qatar once again suggests that Mr. Allaham's inapposite communications about *other individuals'* work for Qatar supposedly "corrobora[es] the existence of Qatar's special relationship with Allaham." Not only does this evidence fail to provide any such corroboration, *see* Pls. Mem. at 9-10, but, here again, Mr. Allaham denies under oath that he ever assisted Qatar's Embassy or diplomatic mission in the United States "in the performance of [the] diplomatic mission's functions," as Qatar's own test requires.

None of the documents cited by Qatar even remotely evidence the "strict requirements of confidentiality" necessary to qualify for Article 24 protection under Qatar's own test. Qatar Br. at 34. Nor could they, as Mr. Allaham expressly disclaims under oath that Qatar ever subjected him to *any* confidentiality obligations, much less strict ones. *See supra* Sec. I (quoting Benson Decl. Ex. Ex. 1 ¶ 9 ("[N]o one ever told me and I never agreed or believed that the documents were confidential; no one ever told me and I never agreed or believed that the communications and documents in my possession were the property of Qatar; no one ever gave any instructions regarding the handling or sharing of any information or materials relating to Qatar; and no one

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ever told me and I never agreed or believed that any materials or information that I had sent or received was 'of the mission,' including in the sense that they were confidential or proprietary for the purpose of advancing Qatar's foreign policy."); *id* ¶ 7 (noting that Mr. Allaham's and Mr. Muzin's dealings with Qatar "were not secret" as they discussed those dealings "in a front-page story in the *Wall Street Journal* in 2018")).

Moreover, that Qatar thought it necessary to include in the December 2018 Agreement *retroactive* confidentiality and "ownership" provisions only confirms what Mr. Allaham says in his declaration—that when he was working for Qatar and the Qatar Investment Authority, neither Qatar nor anyone else told him anything was confidential. Indeed, Qatar as much as acknowledges its inability to show that Mr. Allaham was subject to any confidentiality requirements, claiming that plaintiffs "miss[] the point" by "dismiss[ing] these documents on the basis that none explicitly . . . spell[] out the terms of [Mr. Allaham's] confidentiality obligation." Q. Mem. at 14. But plaintiffs' insistence that Qatar produce evidence of the "terms of [Mr. Allaham's] confidentiality obligation" demands no more than that Qatar satisfy a basic element of the test that Qatar *itself* designed. *See, e.g.*, *United Mine Workers of America International Union v. Arch Mineral Corp.*, 145 F.R.D. 3, 6 (D.D.C. 1992) ("As proponent of the claim of privilege, therefore, it is Arch's burden to show not only that it intended these documents to be confidential, but that it took all possible precautions to maintain their confidentiality.").

Even if Qatar's argument that it had a reasonable expectation of confidentiality even in documents and communications subject to *disclosure* under FARA made any sense, and it does not, the Government explicitly rejected that argument under the facts of this case. The Government—whose views Qatar says are entitled to "deference as a matter of law" (Mot. to

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Vacate at 8 n.4)—confirmed in its *amicus* brief on Qatar's appeal[8] that, because the contracts between Qatar and defendants (and the nonparty-subpoena recipients) provide for disclosure "as required by law," including the disclosure required under FARA, Qatar had no reasonable expectation of confidentiality in documents and communications exchanged with FARA-registered agents:

> For records that fall within this provision of [FARA], the expectation of confidentiality is diminished because the documents are provided with the prospect that they could be subject to further disclosure. This case does not require this Court to determine whether any document subject to inspection under [FARA] falls outside Article 24, *see* Qatar Br. 50-51, because Qatar's consulting agreement with the defendants in this case specifically acknowledged that the documents may be disclosed "as required by law," JA225; Qatar Br. 7-8 & nn.4-5. Given that language, which contemplates disclosures required by law regardless of any protections provided by Article 24, and the specific requirements of the Act, *Qatar did not have a reasonable expectation that the documents that are in fact subject to inspection under the Act would remain protected from disclosure.*

Gov't Br. at 32-33 (emphasis added).

Qatar cannot overcome the Government's analysis—which, by itself, fatally undermines Qatar's privilege assertions over the remaining withheld materials not exchanged with Mr. Allaham—with its erroneous suggestion that the contract term permitting disclosure "as required by law" is superseded by the provision stating that "[n]othing in this Agreement shall waive or otherwise alter the privileges and immunities to which the Embassy is entitled under the laws of the United States or any treaty to which the United States is a party." ECF No. 109-17 at 7. The Government explicitly rejected that argument, stating that the language permitting disclosure "as required by law" "contemplates disclosures required by law regardless of any protections

[8] Brief for the United States as Amicus Curiae, *Broidy Cap. Mgmt. LLC v. Muzin*, 61 F.4th 984 (D.C. Cir. 2023) (No. 22-7082, Doc. No. 1961136) ("Gov't Br.").

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provided by [the Convention]." Gov't Br. at 32. And that makes sense, because Qatar's erroneous interpretation would negate entirely the provision permitting disclosure "as required by law" by rendering inviolable every document conceivably subject to that disclosure provision. That flawed interpretation cannot prevail over the Government's sound rationale under the basic legal principle that contracts should not be interpreted in a manner that creates surplusage. *See Oxbow Carbon & Mins. LLC v. Union Pac. R.R. Co.*, 81 F. Supp. 3d 1, 15 (D.D.C. 2015) ("[C]ontract interpretation that would render any part of the contract surplusage or nugatory must be avoided.") quoting *Russell v. Harman Int'l Indus., Inc.*, 945 F.Supp.2d 68, 77–78 (D.D.C. 2013).

Third, although the three communications involving Jamal Benomar also involve Mr. Allaham and Mr. Muzin and therefore are already disqualified from Article 24 protection for the reasons stated above, Qatar's arbitrary, conclusory, and circular supposed justifications for its privilege assertions over Mr. Benomar's communications further illustrate the blank check Qatar is demanding from the Court. Qatar's suggestion that its purported privileges extend to communications involving Mr. Benomar based on no more than its self-serving statement that "[it] understood that its contractors could communicate with him in confidence," and notwithstanding Mr. Benomar's sworn declaration that he did no work for Qatar at the time of the communications in question, asks the Court to take Qatar at its word in the face of sworn testimony contradicting Qatar's word. Further corroborating Mr. Benomar's sworn statement that he did not become a Moroccan diplomat until November 2017 is his August 13, 2017 agreement with defendant Stonington Strategies LLC, in which Mr. Benomar agrees to refer Stonington to the Kingdom of Morocco and Qatar for consulting work in exchange for a 25% referral fee of any amounts paid to Stonington by Morocco and Qatar. *See* Benson Decl. Ex. 5 at 1. Had Mr.

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Benomar been a diplomat for Morocco at the time of this agreement, the Vienna Convention would have prohibited his involvement in commercial activity of this kind.[9]

In short, what Qatar seeks from the Court is far exceeds the "due respect" afforded to any foreign sovereign, much less one that shows no respect for the rule of law under which it demands protection.

B. None Of The Withheld Materials Were "Solicited By And Incorporated Information From Archives Or Documents Of The Mission"

Qatar also fails to establish that any of the logged materials satisfy the first prong of the Government's test (*i.e.*, to be "of the mission"), which extends Article 24 protection to materials possessed by third parties only where the Qatari mission *both* "solicited the creation" of the particular document and "provided information from inviolable documents or archives that is included in the document[]." Gov't Br. at 31. In an effort to do so, Qatar asks the Court to adopt its wholesale rewrite of the Government's test, couching its newly minted five-factor test as an "elaborat[ion] on the standards contained in the U.S. Government's test." But contrary to Qatar's suggestion, the "additional considerations" proposed by Qatar are not remotely "consistent with the [Government's] overarching framework for interpreting the Convention." Qatar has the burden of establishing that each withheld document and communication satisfies that Government-proposed framework but has not come close to meeting it.

First, Qatar promotes an unworkably expansive reading of the term "solicit" that ignores the Government's "apposite guidance" and would encompass literally every relevant document and communication generated by any contractor or third party with a special relationship to the mission. According to Qatar, "where an agreement contemplates that certain work product be

[9] Absent discovery, plaintiffs do not know whether Qatar was aware of the August 2017 agreement at the time it now claims it believed it could rely on him as a diplomat.

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'generated' for the mission's purposes, that is strong evidence that documents within the scope of that agreed on work are 'solicited,' even in the absence of individualized requests for each document created." Under that reading, any document or communication arguably "within the scope of agreed on work"—*i.e.*, every single document and communication requested by plaintiffs and produced or withheld by any defendant or third party—would qualify as having been "solicited" for purposes of the Government's test.

The Government's proposed test clearly does not contemplate such an expansive understanding of what it means for materials to have been solicited by the Embassy. This is most obviously evidenced by the Government's explicit rejection of any supposed inviolability of precisely the communications Qatar seeks to protect under its improperly expanded reading of "solicit"—namely, "defendants' correspondence with private parties." *See* Q. Mem. at 15-17.[10] The Government stated in no uncertain terms that "defendants' correspondence with private parties" does not qualify for Article 24 protection because "there [is no] indication that [Qatar] both solicited the creation of those particular documents and provided information from inviolable documents or archives that is included in the documents." Gov't Br. at 31. Qatar

[10] Qatar mischaracterizes the Government's reference to "defendants' correspondence with private parties," suggesting that that statement referred to Broidy's requests for defendants' communications with only "'[j]ournalists, reporters, other members of the media, and media companies' with whom Qatar had no special relationship." Qatar Br. at 16 n.7. Qatar's suggestion is incorrect, as it excludes 25 other individuals and entities encompassed in the Government's reference, with most of whom Qatar has (or conveniently claims it has, as in the case of Allaham) a special relationship. As shown, *see* Pls. Mem.. at 14 n.5, "'defendants' correspondence with private parties' was the Government's characterization of materials responsive to Request No. 13 in Plaintiffs' First Requests for Production of Documents to Gregory Howard, which sought documents and communications 'relating to Broidy that [Howard] sent to or received from the following: Journalists, reporters, other members of the media, and media companies; [***and***] Allaham; Muzin; Stonington; GRA; Conover & Gould; Mercury; Jamal Benomar; Lexington; BlueFort; Ahmad Nimeh; Patrick Theros; IMS; Avenue; Levick; SGR; CREW; Tucker Eskew; Tigercomm; Turner4D; APCO; Carol Lund; Grant Harris; Alex Sens; Steve Arnoff; and Patricia Rosen.'" Gov't Br. at 31.

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therefore cannot carry its burden to establish the requisite indication of solicitation with only conclusory and vague statements that materials were "completed at the request of the mission" without ever even identifying the supposed requestor.

Second, Qatar promotes a seemingly limitless conception of what it means for a document to "incorporate information from archives or documents of the mission." Although Qatar suggests that Article 24 protection is not limited to documents that "quote an inviolable mission document," it offers no guidance on any of the supposed "different ways" a document can incorporate information from mission documents or archives. Indeed, Qatar seems to urge the Court to dispense with that requirement altogether, citing a supposedly analogous D.C. Circuit case finding that documents in the possession of a government agency's outside contractors constitute "agency records" "where those documents pertain to work being done for the agency, even though there is no indication that such documents expressly incorporate information from agency documents." Q. Mem. at 9 (citing *Burka v. U.S. Dep't of Health & Hum. Servs.*, 87 F.3d 508, 515 (D.C. Cir. 1996)).

Contrary to Qatar's characterization of *Burka* as "analogous," Qatar's concession that the records at issue in that case did not "expressly incorporate information from agency documents" renders the case fundamentally inapposite, given the Government's explicit instruction here that Article 24 protection extends *only* to documents that do, in fact, "incorporate information from archives of documents of the mission." Moreover, the court in *Burka* held that the records at issue—*i.e.*, extensive data compilations unlike any of the documents and communications withheld at Qatar's instruction—qualified as "agency records" only because of the agency's "extensive supervision and control over collection and analysis of the data." *Burka*, 87 F.3d at 515. Qatar, by contrast, could not possibly exercise such extensive supervision or control over

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any of the withheld documents and communications, most of which are impromptu text messages and emails between defendants and third parties.

In any event, Qatar again falls well short of satisfying its burden to establish that all of the documents on its privilege logs do, in fact, "incorporate information from archives or documents of the mission." Qatar conspicuously fails to offer *any* explanation on this point in its brief or any of its privilege logs, none of which even vaguely refer to, much less specifically identify, any supposed mission document or archive from which each withheld document or communication purportedly incorporates information. At most, Qatar's privilege logs state in conclusory fashion that particular documents and communications are [redacted] ECF 185-19, [redacted] ECF 185-20, [redacted] *id*., or [redacted] *id*.. None of these conclusory descriptions specify the document or archive supposedly serving as the source of the information [redacted] in the withheld material. The requirement that a withheld document or communication "incorporate information from archives or documents of the mission" is, however, an indispensable element of the Government's proposed test. Qatar's failure to even engage with that requirement, much less specify how any of the withheld materials satisfy it, also forecloses Article 24 protection for any of the documents and communications on Qatar's privilege logs.

III. Article 27 Of The Convention Also Does Not Protect Any Of The Improperly Withheld Documents And Communications On Qatar's Privilege Logs

Qatar's contention that plaintiffs "ha[v]e failed to rebut the applicability of Article 27 to Qatar's logged documents" misses the mark, as Qatar has yet to carry its burden of establishing the applicability of Article 27 in the first place. To be sure, Qatar correctly notes that this Court

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already soundly rejected Qatar's previous attempt to extend Article 27's protections to the same withheld documents and communications at issue here. *See* June 2 Order at 15, ECF 149 ("Qatar has failed to show that Article 27 of the VCDR provides the defendants any greater protection than Article 24."). As this Court explained:

> Article 27 provides that "[t]he official correspondence of the mission shall be inviolable" and defines "[o]fficial correspondence [to] mean[] all correspondence relating to the mission and its functions." . . . Because [Article 27] defines "official" to mean "relating to the mission and its functions," the same meaning cannot attach to its phrase "of the mission," at risk of surplusage. In that respect, the definition precludes reading "of the mission" to mean "relating to the mission," as the defendants suggested in the context of Article 24.

Id. at 15-16 (citations omitted). Article 27 therefore extends only to correspondence "that belongs to or is possessed by a mission" and that "relat[es] to the mission and its functions." *Id.*

Qatar now presents a slightly revised argument for Article 27 applicability that nevertheless fails to escape this Court's prior holding that the documents in question are not "of the mission." Whereas Qatar previously argued—and the Court rejected—that "documents of the mission" means "documents [relating to or about] the mission," *id*. at 15 (quoting Defs.' Opp'n to Pls.' Mot. to Compel at 15), Qatar now contends that "correspondence between and among a mission and its outside contractors can be 'of the mission,' and thus subject to inviolability, if it is made for the sole purpose of assisting in the mission's performance of its functions, and is subject to confidentiality requirements." *See* Mot. to Vacate at 16 n.8; *see also* Q. Mem. at 19.

That argument in support of Article 27's application, of course, fails for the same reasons Qatar's arguments for the application of Article 24 fail—*i.e.*, because Qatar has altogether failed to carry its burden of establishing that it, at all times—or, for that matter, at *any* time—has had a

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reasonable expectation of confidentiality in each withheld document and communication. *See supra* at Part II.A.

It also fails because Qatar cannot satisfy its burden of showing that the withheld communications were "exchanged 'for the sole purpose of assisting in the mission's performance of its functions.'" Q. Mem. at 20. Here again, Mr. Allaham expressly denies under oath that he was engaged for any such purpose (much less that it was the "*sole* purpose"). He attests that "nothing in the contents of the [withheld] documents related to Qatar's foreign policy or diplomacy[,] [n]one of the documents contain any information that could be considered foreign policy or diplomatic secrets[, and n]othing in the text of any of the documents relates to what I understand are the essential functions of a diplomatic mission." Benson Decl. Ex. 1 ¶ 8. And as for Qatar's suggestions that communications of third-party FARA-registered lobbyists and public relations flacks are inviolable under the Vienna Convention simply because a lobbyist "*may* be able to assist a sovereign's pursuit of foreign policy interests *vis-à-vis* another sovereign" and a public relations flack "*may* be able to assist activities that, when performed by a sovereign, are called 'public diplomacy,'" Q. Mem. at 20, the United States Congress has already firmly rejected that notion, stating:

> [FARA] makes clear that the activities of such "propagandists," including the documents they generate, send and receive in the course of those activities, are to be subject to the "spotlight of pitiless publicity" so that the American people may be fully informed of both the identity of the propagandists and the nature of the activities they undertake on behalf of their foreign masters. It is ludicrous to suggest, as you and your lawyers do, that when the United States ratified the Vienna Convention some 25 years after the enactment of FARA, it intended to shroud in absolute secrecy the very same activities of these propagandists.

U.S. House Committee on Government Reform, Letter from Dan Burton, Chairman to Prince Bandar bin Sultan bin Abdulaziz, November 21, 2002 ("Congressional Letter"), ECF 109-14

(quoting H.R. REP. No. 1381, 75th Cong., 1st Sess. 1-2 (1937)). The United States Department of Justice has echoed that sentiment recently in an effort to combat precisely the type of foreign influence, shadow lobbying, and outright criminal attacks that Qatar has thus far sponsored with impunity. *See* Statement of Asst. Atty. Gen. Matthew G. Olsen, U.S. Dep't of Justice Nat'l Sec. Div., *Justice Department Sues to Compel a U.S. Businessperson to Register Under the Foreign Agents Registration Act*, U.S. DOJ (May 17, 2022), https://www.justice.gov/opa/pr/justice-department-sues-compel-us-businessperson-register-under-foreign-agents-registration (discussing the Justice Department's "commitment to ensuring transparency in our democratic system" and stressing that "[w]here a foreign government uses an American as its agent to influence policy decisions in the United States, FARA gives the American people a right to know").

Qatar's demand to expand the Convention's application to communications of U.S. lobbyists and public relations flacks asks the Court to turn on its head FARA, an 85-year-old legislative scheme aimed as exposing the very conduct Qatar stops at nothing to conceal.

Because Qatar cannot establish that it, at all or any times, has had a reasonable expectation of confidentiality in any of the withheld communications, and also fails to show that any of the withheld communications are "of the mission," Qatar has not carried its burden of establishing the applicability of Article 27.

IV. The Deliberative Process Privilege Does Not Protect Any of the Improperly Withheld Documents and Communications On Qatar's Privilege Logs

Qatar cannot carry its burden of establishing the applicability of the deliberative process privilege as to any of the 29 documents for which it has raised that objection. As shown, *see* Pls. Mem. at 16, and as this Court already held, there is no authority permitting the application of "the deliberative process privilege to shield documents held by a private, non-governmental

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entity." June 2 Order at 23, ECF 149 (quoting *In re Sealed Case*, 121 F.3d 729, 737 (D.C. Cir. 1997)). In any event, however, even if the privilege could apply, and it does not, all but one of those 29 documents involve Mr. Allaham, who—as the evidence detailed above conclusively establishes, *see supra* Sec. I—had no special relationship with Qatar's Embassy or diplomatic mission in the United States and, thus, no role in the Embassy's or mission's deliberations as to anything. The one remaining document—[redacted]—does not qualify for the privilege because it is neither predecisional nor deliberative, as Qatar's description makes clear that the [redacted] and [redacted] discussed were already "settled." *See United States Fish & Wildlife Serv. v. Sierra Club, Inc.*, 141 S. Ct. 777, 786 (2021) (holding that document is not predecisional or deliberative and, thus, not privileged where "it communicates a policy on which the agency has settled").

CONCLUSION

For the foregoing reasons, plaintiffs respectfully request that the Court grant plaintiffs' cross-motion to compel and their request to take discovery of concerning discovery compliance.

Dated: August 24, 2023

Respectfully submitted,

KASOWITZ BENSON TORRES LLP

By: */s/ Daniel R. Benson*
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Counsel for Plaintiffs Broidy Capital Management and Elliott Broidy

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

BROIDY CAPITAL MANAGEMENT LLC and ELLIOTT BROIDY,

Plaintiffs,

v.

NICHOLAS D. MUZIN, JOSEPH ALLAHAM, GREGORY HOWARD, and STONINGTON STRATEGIES LLC,

Defendants.

Civil Action No. 1:19-cv-00150-DLF

REPLY DECLARATION OF DANIEL R. BENSON

I, Daniel R. Benson, declare under penalty of perjury that:

1. I am an attorney at Kasowitz Benson Torres LLP, counsel for Plaintiffs Broidy Capital Management, LLC and Elliott Broidy in the above-captioned action. I am admitted *pro hac vice* to this Court. I submit this reply declaration in further support of Plaintiffs' Motion to Compel.

2. Attached hereto as Exhibit 1 is a copy of the Declaration of Joseph Allaham, dated August 19, 2023.

3. Attached hereto as Exhibit 2 is a copy, provided by Joseph Allaham, of the December 20, 2018 Confidential Settlement Agreement and Release of Claims among The Embassy of the State of Qatar, Bluefort Public Relations, Joseph Allaham, Lauren Allaham, and Lexington Strategies, LLC.

4. Attached hereto as Exhibit 3 is a copy, provided by Joseph Allaham, of a July 13, 2018 email from Craig Engle to Eric W. Bloom.

5. Attached hereto as Exhibit 4 is a copy of Amendment Two to the Consulting Services Agreement between Information Management Services, Inc. and The Embassy of the State of Qatar dated May 2, 2018.

6. Attached hereto as Exhibit 5 is a copy, provided by Joseph Allaham, of an August 13, 2017 Referral Agreement between Stonington Strategies and Jamal Benomar.

Executed this 24th day of August 2023, at New York, New York.

/s/ Daniel R. Benson
Daniel R. Benson (*pro hac vice*)

EXHIBIT 1

DECLARATION OF JOSEPH ALLAHAM

I, Joseph Allaham, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. My name is Joseph Allaham. I am a defendant in the matter of Broidy vs. Muzin et al, case # 1:19-cv-00150-DLF, filed in the District of Columbia on January 24, 2019.

2. The majority of the work that I did for the State of Qatar and the Qatar Investment Authority (QIA) involved finding investment opportunities in the United States. For example, I introduced them to Gary Barnett, the head of Extell, a major Manhattan-based real estate company. I also helped them build relationships with Jewish community leaders.

3. I have been informed by my attorneys at ArentFox Schiff that a London-based attorney representing Qatar named Osama Abu-Dehays of Pillsbury Winthrop Shaw Pittman told my attorneys that they could not produce to Broidy any documents and communications that would be embarrassing to Qatar or that would reveal the involvement of Qatar and/or its agents in the hack-and-smear campaign targeting Broidy.

4. Based on my conversations with my attorneys, it is my understanding that the instruction from Pillsbury is why Covington & Burling, which represents the State of Qatar, has submitted privilege logs designating as "privileged" numerous of my WhatsApp communications with Ali Al-Thawadi, Chief of Staff to Mohammed bin Hamad Al Thani, the younger brother of the Emir of Qatar.

5. In addition, my attorneys told me in or around May of this year that they were not allowed to search my documents and communications from 2017 and 2018, because Covington told them that my materials from that time frame "belong" to Qatar.

6. I have reviewed the two privilege logs that Covington has produced based on my materials. I was a party to each of the communications designated as privileged. All but one of the 28 items from the second log came from chat messages that I exchanged with Ali Al-Thawadi.

7. I reviewed all my chat messages with Ali Al-Thawadi. After that review, I can say with certainty that none of my chats discussed "diplomatic strategy" for any country. For example, some of the messages simply discussed Qatar giving very expensive watches, such as Patek Philippe and Rolex, as gifts to high-profile and influential people in the United States. Some of the messages discussed the influential figures that I had helped travel to Doha, such as Alan Dershowitz, Mike Huckabee, and former WABC talk radio host John Batchelor. But those travels and my involvement with them were not secret; I publicly disclosed those actions in my FARA filings, and my former business partner (and co-Defendant in this case) Nick Muzin and I talked about those trips in a front-page story in the *Wall Street Journal* in 2018.

8. Nothing in the contents of the documents related to Qatar's foreign policy or diplomacy. None of the documents contain any information that could be considered foreign policy or diplomatic secrets. Nothing in the text of any the documents relates to what I understand are the essential functions of a diplomatic mission.

9. During the time I worked for Qatar and QIA: no one ever told me and I never agreed or believed that I was helping Qatar's diplomacy; no one ever told me and I never agreed or believed that the documents were confidential; no one ever told me and I never agreed or believed that the communications and documents in my possession were the property of Qatar; no one ever gave any instructions regarding the handling or sharing of any information or materials relating to Qatar; and no one ever told me and I never agreed or believed that any materials or information that I had sent or received was "of the mission," including in the sense that they were confidential or proprietary for the purpose of advancing Qatar's foreign policy.

DECLARATION

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 19 day of August 2023, at 14:22 P.M.

Joseph Allaham

EXHIBIT 2

Revised Execution Version 12.20.2018

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Confidential Settlement Agreement and Release of Claims (this "**Agreement**") is entered into as of December 20, 2018 (the "**Effective Date**"), by and among:

(1) THE EMBASSY OF THE STATE OF QATAR, in its capacity as the representative of the State of Qatar ("**Qatar**") and BLUEFORT PUBLIC RELATIONS ("**BlueFort**" and together with Qatar, the "**Qatar Parties**"), on the one hand; and

(2) JOSEPH ALLAHAM, also sometimes known as "Joey" Allaham ("**Mr. Allaham**"), LAUREN ALLAHAM, who is married to Mr. Allaham ("**Ms. Allaham**"), and LEXINGTON STRATEGIES, LLC, a limited liability company wholly owned and controlled by Mr. Allaham ("**Lexington,**" and together with Mr. Allaham and Ms. Allaham, the "**Allaham Parties**"), on the other hand.

The Qatar Parties and Allaham Parties are sometimes referred to collectively herein as the "**Parties,**" and any of the Parties may be referred to as a "**Party.**"

RECITALS

WHEREAS, Mr. Allaham alleges that, in or around 2017, he entered an independent contractor relationship with the Qatar Parties to advance the interests of the Qatar Parties and of Qatar's instrumentalities, by promoting the 2022 World Cup in Qatar, fostering better international relations within the Gulf region with the leadership in the Jewish community in the United States, and providing real estate investment and other public relations and messaging services (the "**Consulting Arrangements,**" as further defined below);

WHEREAS, Mr. Allaham, through his business Lexington Strategies LLC, submitted a FARA registration statement on June 15, 2018 alleging a registrable business relationship with Qatar pursuant to some of the work undertaken pursuant to the Consulting Arrangements;

WHEREAS, Mr. Allaham alleges that certain of Mr. Allaham's activities in furtherance of Qatar's interests under the Consulting Arrangements were managed and/or compensated by or through BlueFort;

WHEREAS, Mr. Allaham has received certain payments made by or on behalf of BlueFort, about which there has been a dispute between the parties (the "**Disputed Payments**");

WHEREAS, Mr. Allaham contends that additional payments, in addition to the Disputed Payments, were due to Allaham pursuant to the terms of the Consulting Arrangements;

WHEREAS, Mr. Allaham incurred expenses in his performance under the Consulting Arrangements ("**Consulting Expenses**"), of which not more than US$278,364.18 and not less than US$225,000 remains unpaid and outstanding (such portion of the Consulting Expenses as remains unpaid as of the date hereof, the "**Outstanding Expenses**");

WHEREAS, certain of Mr. Allaham's activities under the alleged Consulting Arrangements involved working with other consulting firms and individuals in the United States and the State of Qatar,

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including Stonington Strategies LLC and Nicolas D. Muzin (together, **"Stonington"**), and other Affiliated Qatar Parties (as defined below);

WHEREAS, Stonington was a FARA-registered agent of the State of Qatar from September 2017 to June 2018;

WHEREAS, on May 24, 2018, Broidy Capital Management LLC and Elliott Broidy (together, **"BCM"**) filed an Amended Complaint (the **"Complaint"**) in *Broidy Capital Management LLC, et al. v. State of Qatar, et al.*, Case No. 18-cv-02421-JFW, in the Central District of California (the **"California Action"**);

WHEREAS, the Complaint alleged that registered and unregistered agents of the State of Qatar conspired to hack the electronic systems of BCM and to disseminate BCM's information publicly, in violation of federal and state statutory law and California State common law. *Id.*, Dkt. 47;

WHEREAS, no Qatar Party or Affiliated Qatar Party has ever instructed any Allaham Party or, to the best knowledge of any Allaham Party, any other person to hack, conduct cyberwarfare against, or otherwise intrude or infiltrate BCM's electronic systems;

WHEREAS, no Qatar Party or Affiliated Qatar Party has ever instructed any Allaham Party or, to the best knowledge of any Allaham Party, any other person to disseminate, distribute, or cause to be made public BCM's electronic systems or information;

WHEREAS, no Qatar party or Affiliated Qatar Party has ever instructed any Allaham Party or, to the best knowledge of any Allaham Party, any other person to engage in any activities that would constitute a violation of the laws of the United States (federal or state), or of international law;

WHEREAS, Mr. Allaham states that no Allaham Party has ever engaged in any hacking, cyberwarfare, intrusion, infiltration, dissemination, distribution, or publication of BCM's electronic systems or information, nor engaged in any other of the activities described in the prior four recitals immediately above;

WHEREAS, Mr. Allaham incurred legal expenses and related costs in his capacity as a third-party witness in the California Action;

WHEREAS, without prejudice to the position of the Qatar Parties that there were no legally binding obligations imposed on any Qatar Party implementing the Consulting Arrangements, and without prejudice to the position of Mr. Allaham that a consulting agreement effectuating the Consulting Arrangements was extant between or among Mr. Allaham and certain of the Qatar Parties, it is agreed by all Parties that any such agreement or other binding obligation on any of them in respect of the Consulting Arrangements that may have existed has been fully terminated;

WHEREAS, Qatar has previously paid to Arent Fox LLP, as counsel to Mr. Allaham, the sum of US$400,000 (four hundred thousand U.S. dollars) in satisfaction of legal fees and expenses incurred by Mr. Allaham in connection with the California Action and the Related Actions (as such term is defined below) and Arent Fox LLP has acknowledged receipt of such sum on behalf of Mr. Allaham; and

WHEREAS, the Parties wish to enter into this Agreement in full and final settlement of the disputes between or among them (and including any disputes that any Allaham Party may conceivably have with any Qatar Party or any of its Released Persons) and to provide for certain ongoing covenants in their mutual best interests.

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NOW, THEREFORE, in light of the foregoing Recitals, and in consideration of the mutual covenants and promises in this Agreement, and for further good and valuable consideration, including the mutual avoidance of further costs, inconvenience, and uncertainties relating to the matters addressed herein, the Parties agree as follows.

1. **Additional Definitions**. In addition to the terms defined above, the following additional defined terms shall have the meanings set forth in this Section 1.

(a) **"Affiliated Qatar Party"** or **"Affiliated Qatar Parties"** means, individually or collectively, (i) the Representatives of any Qatar Party engaged in any matters relating to the (A) the formation of the alleged Consulting Arrangements, (B) the payment of monies pursuant to such Consulting Arrangements, or (C) the performance of services thereunder, and (ii) any other individual or entity acting on behalf of any of the Qatar Parties with whom Mr. Allaham, directly or indirectly, consulted or from whom Mr. Allaham, directly or indirectly, took information or instructions, or received payments, reimbursements, or other funds or financial commitments, with respect to the scope, objectives or activities relating to or performed pursuant to the alleged Consulting Arrangements, including Stonington.

(b) **"Affiliates"** means, with respect to a Party, any individual or organization controlling, controlled by, or under common control with that party, where "control" means the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.

(c) **"Broidy Litigation"** means the litigation captioned *Broidy Capital Management LLC et al. v. State of Qatar, et al.* (No. 2:18-cv-02421) (C.D. Cal.) or any other action brought by Elliott Broidy or Broidy Capital Management in connection with allegations concerning the hacking and other alleged conduct to the detriment of Broidy or BCM outlined in the recitals hereto, regardless of whether Mr. Allaham is named a defendant in such action.

(d) **"Claims"** means all claims, counterclaims, counter-counterclaims, actions, causes of action, suits, demands, judgments, debts, expenses (including attorneys' fees and costs), losses, liabilities, and obligations of any kind and of whatever nature or character, worldwide, regardless of whether existing in the past, present or arising in the future, whether currently known or unknown, whether asserted or unasserted, or whether accrued, actual, contingent, latent or otherwise, made or brought for the purpose of recovering any damages or for the purpose of obtaining any equitable relief or any other relief of any kind.

(e) **"Consulting Arrangements"** means (i) any agreement, arrangement, contract, obligation, promise, understanding or other undertaking (whether written or oral and whether express or implied) that is now (or at any time prior to Effective Date was) legally binding between or among any Qatar Party or any of its Released Persons, on the one hand, and any Allaham Party or any of its Released Persons, in the other hand; and (ii) any and all activities performed at any time prior to the Effective Date by an Allaham Party or any of its Released Persons in furtherance of or related to the interests of a Qatar Party or its Released Persons, whether or not at the direction of Qatar, BlueFort, Stonington, or their respective Released Persons or any other person or entity, including (A) those activities registered by Mr. Allaham on June 15, 2018 with the U.S. Department of Justice pursuant to FARA, Registration No. 6563, (B) activities by any Allaham Party performed prior to the Effective Date with or for Stonington, (C) activities pertaining to real estate investments, and (D) any other activities relating to, in furtherance of, or arising out of the subject matter of the California Action or Related Actions.

(f) **"FARA"** means the Foreign Agents Registration Act of 1938, 22 U.S.C. § 611, et seq.

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(g) **"Related Actions"** means any and all litigation, investigations, or threatened litigation or investigation, whether current or initiated at any time in the future, arising out of or in any way pertaining to the facts and allegations in the Complaint, including the following lawsuits filed in the Southern District of New York: *Broidy Capital Management LLC, et al. v. Jamal Benomar*, Case No. 18-cv-06615-CS (filed July 23, 2018) (the **"New York Action"**), *Broidy Capital Management LLC, et al. v. Allaham*, Case No. 18-mc-00240-KBF (filed June 6, 2018 and transferred to C.D. Cal. as Case No. 18-mc-00095-JFW-E), and *Sport Trinity LLC v. Broidy Capital Management LLC, et al.*, Case No. 18-mc-00355-GHW (filed Aug. 1, 2018 and transferred to C.D. Cal. as Case No. 18-mc-00105-JFW-E).

(h) **"Released Persons,"** means, with respect to a Party: (i) any and all of such Party's Affiliates, and any or all of the predecessors, successors, divisions, alter egos, and/or other related entities of the foregoing, and (ii) any and all Representatives of such Party. For the avoidance of doubt, when used with respect to a Qatar Party, the term "Released Person(s)" also includes (A) the Government of the State of Qatar, all ministries and other organs of the State of Qatar, any subdivisions or instrumentalities thereof, including departments, boards, bureaus, commissions, agencies, embassies, courts, administrations and panels, and any divisions or subdivisions thereof, whether permanent or ad hoc and whether now or previously constituted or existing, and any of its or their respective current or former Representatives; (B) any and all parties named as Defendants by Plaintiffs Elliott Broidy and Broidy Capital Management LLC in the California Action and in the New York Action; (C) the individuals and entities identified as Does 1-10 in the Complaint; and (D) each and all other Affiliated Qatar Parties.

(i) **"Representative"** means, with respect to a particular person or entity, any past or current director, officer, manager, shareholder, member, employee, insurer, reinsurer, agent, consultant, accountant, financial advisor, legal counsel or other representative of that person or entity. For the avoidance of doubt, when used with respect to a Qatar Party, the term "Representative" also includes any past or current minister, diplomat, ambassador, official, joint venturer or other individual serving in any official leadership, employment, consulting or advisory capacity for the State of Qatar or any subdivision or instrumentality thereof.

(j) **"Supporting Documents"** means materials underlying or relating to Mr. Allaham's claimed Consulting Expenses and Outstanding Expenses, including but not limited to descriptions of legal fees, but *not* including any affidavit(s) by Mr. Allaham regarding his relationship with the Qatar Parties. Supporting Documents are all "Attorney's Eyes Only" and are retained by counsel for the Allaham Parties and the Qatar Parties.

2. **No Admission of Liability.** The Parties enter this Agreement in compromise, settlement and release of disputed claims and contentions. This Agreement shall not be construed in any way as an admission of any kind on the part of any Party regarding the matters that were in dispute. No past or present alleged or actual liability or wrongdoing on the part of any Party may be implied by the Parties' entering this Agreement or by the payment of any amount specified herein. Any and all such admissions of liability or wrongdoing are expressly denied by all Parties to this Agreement.

3. **Releases.**

(a) Release Granted by the Allaham Parties. Each Allaham Party, on behalf of himself/herself/itself and each of his/her/its Affiliates and any person or entity claiming by or through them (collectively, the **"Allaham Releasing Parties"**), hereby discharges and releases, unconditionally, absolutely and forever, each Qatar Party and each of its Released Persons from (i) any and all Claims that any Allaham Releasing Party or any of them ever had, now has or hereafter can, shall or may have for, upon or by reason of any matter, event, cause or thing whatsoever from the beginning of the world to the Effective Date, including those Claims that arise out of or relate in any way to (A) the Consulting Arrangements or

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any activities purporting to be taken in furtherance of the Consulting Arrangements or otherwise on behalf of any Qatar Party or any of its Released Persons in respect of the subject matter of the Consulting Arrangements; or (B) the California Action or any Related Actions; and (ii) any other Claim, whether asserted by or through an Allaham Releasing Party or a third party, concerning the Consulting Arrangements or any activities purporting to be taken in furtherance of the Consulting Arrangements or otherwise on behalf of any Qatar Party or any of its Released Persons in respect of the subject matter of the Consulting Arrangements; provided however that nothing in this Section 3(a) shall operate to release or discharge any Claim for breach of this Agreement or any claim for repayment arising pursuant to Section 8(c).

(b) Release Granted by the Qatar Parties. Each Qatar Party, on behalf of itself and any person or entity claiming by or through it (collectively, the **"Qatar Releasing Parties"**), hereby discharges and releases, unconditionally, absolutely and forever, each Allaham Party from (i) any and all Claims that any Qatar Releasing Party or any of them ever had, now has or hereafter can, shall or may have for, upon or by reason of any matter, event, cause or thing whatsoever from the beginning of the world to the Effective Date, including those Claims that arise out of or relate in any way to (A) the Consulting Arrangements or any activities purporting to be taken in furtherance of the Consulting Arrangements or otherwise on behalf of any Qatar Party or any of its Released Persons in respect of the subject matter of the Consulting Arrangements; or (B) the California Action or any Related Actions; and (ii) any other Claim, whether asserted by or through a Qatar Releasing Party or a third party, concerning the Consulting Arrangements or any activities purporting to be taken in furtherance of the Consulting Arrangements or otherwise on behalf of any Qatar Party or any of its Released Persons in respect of the subject matter of the Consulting Arrangements; provided however that nothing in this Section 3(b) shall operate to release or discharge any Claim for breach of this Agreement or any claim for reimbursement arising pursuant to Section 8(a).

4. Unknown Claims and California Civil Code Section 1542.

(a) Each Party understands and hereby expressly and voluntarily waives and relinquishes any rights and/or benefits it now has or may have in the future under Section 1542 of the California Civil Code, or any other similar statute, rule or common law provision of any federal, state or foreign jurisdiction. California Civil Code Section 1542 reads as follows:

> SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(b) Without limitation of the foregoing, each Party acknowledges that it may not now know fully the number or the magnitude of the Claims it may have against the Party and each of its Released Persons and that it may suffer some further loss or damage in some way connected with (i) the Consulting Arrangements; or (ii) the California Action or any Related Actions, but which is unknown or unanticipated at this time. Each Party has taken these risks and possibilities into account and accepts that, nevertheless, the settlement contained in this Agreement covers Claims that, although unknown at the time of the execution of this Agreement, may be discovered later.

(c) Each Party acknowledges the significance and consequence of the waivers and acknowledgements in this Section, and hereby assumes responsibility therefor, and further acknowledges that the waiver and acknowledgements in this Section 4 are an essential and material term of this Agreement.

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5. **Consideration**.

(a) In consideration of the releases and covenants granted in this Agreement, and without admission of liability or wrongdoing by the Qatar Parties, Qatar or its designee shall pay to Mr. Allaham (and hereby agrees as indicated in the Payment Schedule attached hereto that Mr. Allaham may retain) the amounts provided in such Payment Schedule (collectively, such new payments and agreed retention, the "**Settlement Amount**"). Mr. Allaham agrees, in consideration of such payments, retention rights and the other covenants set forth herein, to satisfy, within (30) days following the execution hereof, all Outstanding Expenses, and the Parties hereby acknowledge that Mr. Allaham may settle some of such Outstanding Expenses for less than their face amount, but not for less than an aggregate of US$225,000. The initial installment of the Settlement Amount shall be paid by wire transfer not later than January 2, 2019, subject to the prior delivery to counsel for the Qatar Parties of any tax forms required for the processing of payment. The payments of amounts due in respect of the Settlement Amount shall be sent by wire transfer to the account set forth below:

Lexington Strategies LLC
Swift # for US$ WFBIUS6S
Swift # for foreign $ WFBUIUS6WFFX
Address:
Wells Fargo Bank NA
420 Montgomery Street
San Francisco, CA 94104
Act # 2142901665
Rout # 021200025

(b) Expenses. Each Party shall be solely responsible for paying its attorneys' fees and costs, including any fees and costs incurred by any of them in the negotiation, preparation and execution of this Agreement. The Qatar Parties shall have no responsibility or liability for the distribution of the Settlement Amount among the Allaham Parties and his/her/its attorneys, or with respect to any person or entity claiming any part of such Settlement Amount, and the Allaham Parties shall indemnify, defend and hold the Qatar Parties harmless from any Claim from any person or entity purporting to have an interest in the Settlement Amount.

(c) Amounts Previously Paid. The Allaham Parties (i) acknowledge receipt of the amounts identified as "Previously paid" in the Payment Schedule attached hereto, and (ii) agree that the release of Claims by the Qatar Parties for refunds of those amounts and for any other Disputed Payment is part of the consideration for the releases and other obligations of the Allaham Parties set forth herein.

(d) Taxes. The Allaham Parties shall be solely responsible for any taxes determined to be due and owing by him/her/it to any federal, state, local, or regional taxing authority as a result of the Settlement Amount.

6. **Representations and Warranties**.

(a) Warranties of the Allaham Parties. Each of the Allaham Parties hereby represents and warrants to each Qatar Party as follows and acknowledges and agrees that the Qatar Parties have been induced to enter into this Agreement in reliance on the representations and warranties set forth in this Agreement: (i) this Agreement is his/her/its valid, legal and binding obligation, enforceable against him/her/it in accordance with its terms and it/he/she has the full right, power and authority to enter into and perform his/her/its obligations under this Agreement; (ii) the execution, delivery and performance by him/her/it of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral,

to which he/she/it is a party or by which he/she/it or his/her/its properties are bound; (iii) he/she/it has the right to grant the releases and covenants set forth herein on behalf of the Allaham Releasing Parties; (iv) the statements in the Recitals are true, correct and complete; (v) he/she/it has not sold, assigned, pledged, or otherwise transferred or encumbered any Claim released in Section 3(a); (vi) Consulting Expenses, in an aggregate amount of US$687,057, have been actually incurred and paid by Mr. Allaham in each case in furtherance of the Consulting Arrangements; (vii) additional Consulting Expenses, in the form of the Outstanding Expenses, have been actually incurred by Mr. Allaham and remain outstanding (in the amounts set forth in the recitals hereto), in each case in furtherance of the Consulting Arrangements; (viii) such Outstanding Expenses are not subject to any claim for reimbursement or to payment by any third party, and (ix) Mr. Allaham has incurred no expenses other than the Outstanding Expenses for which any of the Qatar Parties remains liable.

(b) Warranties of the Qatar Parties. Each of the Qatar Parties hereby represents and warrants to each Allaham Party as follows and acknowledges and agrees that the Allaham Parties have been induced to enter into this Agreement in reliance on the representations and warranties set forth in this Agreement: (i) this Agreement is its valid, legal and binding obligation, enforceable against it in accordance with its terms and it has the full right, power and authority to enter into and perform its obligations under this Agreement; (ii) the execution, delivery and performance by it of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properties are bound; (iii) it has the right to grant the releases and covenants set forth herein on behalf of the Qatar Parties; (iv) the statements in the Recitals are true, correct and complete; and (v) it has not sold, assigned pledged, or otherwise transferred or encumbered any Claim released in Section 3(b).

7. **Ownership of Records and Confidentiality.**

(a) Within ten (10) business days following the Effective Date, Mr. Allaham shall, through his counsel, make available to Qatar for its review all records, notes, data, memoranda, models, and equipment of any nature, and copies thereof, that are in Mr. Allaham's possession or under Mr. Allaham's control and that relate to the Consulting Arrangements or otherwise to the business or affairs of a Qatar Party or its Released Persons. The Parties mutually agree and acknowledge that all such returned records are and at all times in the past have been the property of Qatar, and are not and have never been the property of any Allaham Party.

(b) The term **"Confidential Information"** means (i) terms of this Agreement, including the fact of payment and the amounts to be paid hereunder; (ii) the alleged terms of the Consulting Arrangements and all work product developed by or for an Allaham Party pursuant to such Consulting Arrangements; (iii) all correspondence, information and materials, including all negotiations and discussions relating thereto, (whether or not specifically marked or designated as "confidential") relating to (A) this Agreement and (B) the Consulting Arrangements, (C) the activities taken in furtherance of the Consulting Arrangements, and (D) the business and affairs of the Qatar Parties and their Released Persons; (iv) correspondence and consultations between or among the Parties and any Released Persons concerning the Consulting Arrangements, the Complaint, the California Actions, the Related Actions, and any related claims.

(c) The Allaham Parties shall keep the Confidential Information strictly confidential and no Allaham Party shall now or hereafter disclose such Confidential Information to any third party except: (i) with the prior written consent of Qatar or as may be required by an Allaham Party to enforce the terms of this Agreement; (ii) as may be required by applicable law, regulation or order of a governmental authority of competent jurisdiction pursuant to advice of reputable outside counsel where such advice relates to compliance with applicable laws or regulations, and in the event of a party's reliance on this clause (ii) that the disclosing party shall have provided to the other party reasonable advance notice of such

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required disclosure (to the greatest extent permitted by law) and an opportunity to (A) object to such disclosure and (B) to review the terms of such disclosure and to make edits thereto consistent with the requirements of the laws or regulations requiring such disclosure; (iii) during the course of litigation so long as the disclosure of such Confidential Information is subject to the most highly confidential restrictions available to the litigating parties, such restrictions are embodied in a court-entered protective order (or equivalent) limiting such disclosure to outside counsel for the applicable Allaham Party and such Allaham Party provides Qatar written notice at least ten (10) business days prior to such disclosure and Qatar does not formally object to such disclosure in a pleading filed with a court or administrative agency during that ten (10) business day period; and (iv) in confidence to the professional legal counsel representing such Allaham Party.

(d) Each Allaham Party acknowledges and agrees that the restrictions set forth in this Section 7 are reasonable and necessary to protect the legitimate interests of the Qatar Parties and that the Qatar Parties would not have entered into this Agreement in the absence of such restrictions, and that any breach or threatened breach of any provision of this Section 7 will result in irreparable injury to the Qatar Parties for which there will be no adequate remedy at law. In the event of a breach or threatened breach of any provision of this Section 7 by an Allaham Party, the Qatar Parties (or either of them) shall be authorized and entitled to obtain from any court of competent jurisdiction equitable relief, whether preliminary or permanent, specific performance, which rights shall be cumulative and in addition to any other rights or remedies to which a Qatar Party may be entitled in law or equity. Each Allaham Party agrees to waive any requirement that a Qatar Party (i) post a bond or other security as a condition for obtaining any such relief and (ii) show irreparable harm, balancing of harms, consideration of the public interest or inadequacy of monetary damages as a remedy. Nothing in this Section 7 is intended, or shall be construed, to limit a Qatar Party's rights to equitable relief or any other remedy for a breach of any provision of this Agreement.

8. **Reimbursement of Certain Litigation Expenses**

(a) Qatar agrees that if Mr. Allaham incurs, at any time after the Effective Date, any additional attorneys' fees or expenses (over and above the expenses reimbursed previously by Qatar as described in the Recitals above) as a party to or as a witness or other participant in any Broidy Litigation, then Qatar shall, subject to the provisions of Sections 8(b), 8(c) and 8(d) below, reimburse Mr. Allaham in full for all such additional attorneys' fees or expenses actually and reasonably incurred by Mr. Allaham (such amounts, the **"Reimbursable Amount"**).

(b) The obligations of Qatar in Section 8(a) are expressly conditioned on the continuing compliance by the Allaham Parties with their obligations in this Agreement and are subject to any limitations on the reimbursement of expenses for witnesses in applicable law. Payments by Qatar under Section 8(a) are limited to the amount of any attorneys' fees or expenses that remain after deducting therefrom any insurance proceeds actually received by Mr. Allaham in respect of any such attorneys' fees or expenses. Mr. Allaham agrees to diligently pursue any insurance providers for any Reimbursable Amounts and enforce any right that he or an Allaham Party may have to receive insurance proceeds from any insurance provider. Mr. Allaham shall not enter into any settlement or other agreement in any Broidy Litigation that would obligate him to pay or incur any Reimbursable Amount without first obtaining Qatar's prior written consent.

(c) Qatar agrees to pay all Reimbursable Amounts on a quarterly basis subject to receipt by Qatar of (i) a written request for reimbursement signed by Mr. Allaham and his litigation counsel; and (ii) invoices and such other supporting documentation and taxpayer forms as may be reasonably required by Qatar in order to process payment; provided, however, that Mr. Allaham agrees to repay to Qatar any amounts so advanced only if, and to the extent that, it shall ultimately be determined by a court of competent jurisdiction or an arbitral tribunal that Mr. Allaham is not entitled to be reimbursed by Qatar

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as authorized by this Agreement due to (i) fraudulent, reckless or willful misconduct, or (ii) conduct outside the scope of the alleged Consulting Arrangements. Mr. Allaham acknowledges and agrees that the reimbursement obligations of Qatar in this Section 8 do not include fees or expenses incurred in connection with any investigations or proceedings, actual or threatened, relating to regulatory, criminal, bankruptcy or governmental proceedings in the U.S. or elsewhere, including any concerning the payment or non-payment of taxes, lobbying registration or disclosure statutes (including FARA or the Lobbying Disclosure Act), business licenses, or any proceeding before any legislative body. If Mr. Allaham fails to make a request for reimbursement of a Reimbursable Amount within ninety (90) days of the date that such amount was incurred, his right to reimbursement under this Section 8 shall be deemed to be waived.

(d) Notwithstanding anything else in this Agreement to the contrary, the aggregate liability of Qatar to Mr. Allaham for any and all Claims for Reimbursable Amounts shall not exceed, in the aggregate, US$1,000,000, excluding, for purposes of this Section 8(d) only, the US$400,000 that Qatar has previously paid to Arent Fox LLP, as counsel to Mr. Allaham.

(e) Qatar and Mr. Allaham each agree that (i) Qatar's reimbursement of expenses incurred prior to the Effective Date as described in the Recitals and in Section 8(d) does not entitle Mr. Allaham to reimbursement of any other amount; and (ii) if Qatar advances any Reimbursable Amount as described in this Section 8, that reimbursement shall not commit Qatar to pay any other amount. Instead, notwithstanding any other provision set forth herein, both Qatar and Mr. Allaham expressly reserve all rights in connection with any future reimbursement and no reimbursement shall be deemed to be an acknowledgement by Qatar or any other Qatar Party or its Released Persons that any further or future payment is due to Mr. Allaham, by course of conduct or otherwise.

(f) Mr. Allaham agrees, within 15 days following the execution of this Agreement, to provide to Qatar detailed invoices and supporting documentation and such other documentation as Qatar may reasonably require in order to reconcile the US$400,000 amount previously advanced by Qatar as a goodwill gesture to Mr. Allaham in respect of his legal fees and expenses incurred in respect of the Broidy Litigation to date.

9. **Cooperation**. Each Allaham Party agrees that he/she/it will cooperate with each of the Qatar Parties, and each and all of the individuals and entities described in clauses (B) and (C) of the definition of the term Released Parties (collectively with the Qatar Parties, the "**Qatar Litigation Interested Parties**") to the extent permitted by law in the California Action or in any Related Actions. As used herein, the term "cooperate" includes: (a) making himself/herself/itself immediately available for telephonic and in-person meetings with counsel and representatives for the Qatar Litigation Interested Parties; (b) providing full and truthful information, including any and all documents, to the Qatar Litigation Interested Parties relating to his/her/its factual knowledge of the allegations in the Complaint or of the allegations in any of the Related Actions; (c) not communicating with individuals and entities known to be adverse to the Qatar Litigation Interested Parties in pending or anticipated litigation (including but not limited to Elliott Broidy and Broidy Capital Management), except to the extent required by law; (d) executing and delivering those documents and truthful affidavits requested from time to time by counsel to the Qatar Litigation Interested Parties; and (e) with respect to Mr. Allaham: (i) executing a sworn affidavit(s) truthfully recounting the facts of Mr. Allaham's relationship with the Qatar Litigation Interested Parties on or prior to the date on which the Initial Settlement Payment is made as provided hereunder (and the Parties hereby agree that the execution of such affidavit in a form mutually agreed between Qatar and Mr. Allaham shall be a condition precedent to such Initial Settlement Payment); (ii) upon the request of counsel to Qatar, executing such further sworn affidavits as counsel to the Qatar Litigation Interested Parties may reasonably request from time to time truthfully recounting such other related facts as may be reasonably required by the Qatar Litigation Interested Parties from time to time hereafter; and (iii) otherwise

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making himself available for deposition and trial testimony upon instruction of counsel for the Qatar Litigation Interested Parties.

10. **No Assistance to Adverse Parties.** Each Allaham Party agrees that he/she/it will not, except as required by applicable law, voluntarily assist, support, or cooperate with, directly or indirectly, any person or entity in alleging or pursuing a legal or other adverse action against Qatar or its Released Persons or enter into any agreement with any third party to so cooperate in any legal or other adverse action against Qatar or its Released Persons, including by providing testimony, information or documents, except under compulsion of law, in which case the applicable Allaham Party will give Qatar and the applicable Released Party(ies) immediate written notice thereof. No Allaham Party will suggest, foment, fund or encourage litigation or other adverse action against a Qatar Party or any of its Released Persons. Nothing in this Agreement is intended to or shall prohibit an Allaham Party from satisfying any legal obligation to comply with a properly-served subpoena for testimony or documents, and is not intended to prohibit an Allaham Party from cooperating with any investigation by any federal, state or local government agency.

11. **Non-Compete and Non-Disparagement.**

(a) In consideration of the payments of the Settlement Amount and other consideration described herein, for a period beginning on the Effective Date and ending on 31 December 2022 (which the Parties acknowledge to be a period of reasonable duration given the nature and purpose of the Consulting Arrangements), neither the Allaham Parties, nor any Affiliate of an Allaham Party (now existing or hereafter formed or acquired), shall, directly or indirectly: (i) take any action that is adverse to the interests of the State of Qatar; (ii) enter into any agreement, or accept payment or other compensation to provide lobbying, public affairs efforts, or any other advisory or consulting services or activities if any of those efforts, services or activities are, or could reasonably be deemed to be, adverse to the interests of the State of Qatar; or (iii) make any disparaging statements or representations, whether orally or in writing, by word or gesture, to any person or entity whatsoever, about any Qatar Party or its Released Persons.

(b) For purposes of this Agreement, (i) the phrase "adverse to the interests of the State of Qatar" refers to the diplomatic, economic and security interests of the State of Qatar as such interests exist as of the Effective Date or as they may exist at any other relevant time, and (ii) a disparaging statement or representation is any communication which is intended to cause, or tends to cause, the recipient of the communication to question the integrity, competence, good character or quality of the Qatar Party or the Qatar Released Person to whom the communication relates.

(c) Without limitation of the foregoing, it is specifically acknowledged and agreed that (i) any efforts, services or activities for or in connection with (A) Elliott Broidy, Broidy Capital Management or any Affiliate of either of them, (B) plans to move or relocate the 2022 World Cup from Qatar, and (C) in support of any boycott of the State of Qatar, are in each case, adverse to the interests of the State of Qatar; and (ii) any statements (A) critical of or opposed to the hosting of 2022 World Cup by Qatar or the award to Qatar of such hosting rights, or (B) supporting or encouraging the boycott of Qatar, are disparaging statements of the type prohibited by Section 11(a)(iii).

12. **Dispute Resolution.**

(a) Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with, and all disputes hereunder or relating hereto, whether of a contractual or non-contractual nature, shall be resolved in accordance with, the laws of England and Wales, without regard to any conflicts of laws rules that may otherwise require the application of the laws of any other state or jurisdiction.

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(b) Arbitration. Any dispute, whether contractual or otherwise, arising out of or in connection with this Agreement or these dispute resolution procedures, including their existence, validity, applicability, or termination, shall be referred to and finally resolved by arbitration pursuant to the London Court of International Arbitration Rules, administered by the London Court of International Arbitration.

1. The number of arbitrators shall be three.

2. The legal seat of the arbitration shall be London.

3. The language to be used in the arbitral proceedings shall be English.

4. The law governing the validity, existence, applicability, or termination of this arbitration agreement shall be that of England and Wales.

5. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets.

13. General Terms.

(a) Severability. If any provision of this Agreement is determined to be invalid or unenforceable, all other provisions hereof shall remain valid and enforceable notwithstanding, unless the provision found to be unenforceable is of such material effect that this Agreement cannot be performed in accordance with the intent of the Parties in the absence of such provision. In the event a provision is determined to be invalid or unenforceable, both parties shall negotiate in good faith an equitable adjustment to this Agreement so as to give effect to the intent so expressed and the benefits so provided in such invalid or unenforceable provision.

(b) Waiver and Amendment. This Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in writing executed by the Party whose rights are being waived. No failure to exercise, or delay in the exercise of, a Party's rights under this Agreement will constitute a waiver of such rights. No waiver of a provision of this Agreement will constitute a waiver of the same or any other provision of this Agreement other than as specifically set forth in such waiver.

(c) Execution. This Agreement may be executed in counterparts, each of which (once executed) is an original and all of which together (once executed) constitute one and the same agreement. For purposes of this Agreement, a signature on a counterpart sent as a Portable Document Format (PDF) attachment to an email shall be fully binding as though it was an original signature.

(d) Headings; Construction. Each Party to this Agreement has been advised and represented by counsel in connection with the negotiation and preparation of this Agreement. No provision of this Agreement may be interpreted against any Party because such Party or its counsel drafted the provision. Headings used in this Agreement are provided for convenience only, and will not be interpreted to have independent meaning or to modify any provision of this Agreement. The word "including" and its derivatives are used in an illustrative sense and not in a limiting sense. As used herein, except as the context otherwise indicates, the singular shall include the plural and vice versa and words of any gender shall include any other gender. The conjunction "or" shall be understood in its inclusive sense (and/or).

(e) Limitations on Transfer. This Agreement may not be assigned, delegated or otherwise transferred, in whole or in part, by any Party, by operation of law or otherwise, without the prior written consent of the non-transferring Party. Subject to the foregoing, this Agreement shall be binding

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upon and shall inure to the benefit of all Parties and their respective, heirs, legatees, administrators, permitted successors and permitted assigns.

(f) Third Party Rights. A person who is not a Party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise except where such rights are expressly granted under this Agreement. The rights of the Parties to terminate, rescind or agree to any variation, waiver or settlement under this Agreement is not subject to the consent of any person or entity that is not a Party to this Agreement.

(g) Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties and each of their Released Persons.

14. Notices. All notices given under this Agreement shall be in writing, and shall be delivered by personal delivery or overnight courier at the addresses listed below. If notice is given by personal delivery, notice shall be deemed given on delivery; if notice is sent by an express courier service, notice shall be deemed given on the third day following delivery of notice to the express courier service with instructions for express delivery. If any notice is delivered to any party in a manner that does not comply with this Section 14, such notice will be deemed delivered on the date, if any, such notice is received by the other party. Any Party may change its address by giving notice to the other Parties in any manner set forth above.

(a) if to Qatar, then to:

Embassy of Qatar
2555 M Street, NW
Washington, DC 20037

With a copy to:

Bruce S. Wilson, Esq.
Covington & Burling LLP
850 Tenth Street, NW
Washington, DC 20001

(b) if to Allaham, then to:

Craig Engle, Esq.
Arent Fox LLP
1717 K Street, NW
Washington, DC 20006

15. Entire Agreement. This Agreement sets forth the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all other prior and contemporaneous oral and written agreements, discussions, and understandings of the parties pertaining to the subject matter hereof. Each of the Parties acknowledges and agrees that it has not entered into this Agreement in reliance on any statement or representation of any person (whether a party to this Agreement or not) other than as expressly incorporated in this Agreement.

[Signatures Appear on the Following Page]

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IN WITNESS WHEREOF, the Parties have caused this Confidential Settlement Agreement and Release of Claims to be duly executed as of the Effective Date.

THE EMBASSY OF THE STATE OF QATAR

By: _____
Name: Hamad Al Mufleh
Title: DCM

BLUEFORT PUBLIC RELATIONS

By: _____
Name: _____
Title: _____

JOSEPH ALLAHAM

_____

Subscribed and Sworn
before me this 20th day
of December, 2018
at New York, NY

_____
Notary Public

My commission expires 09/26/2020.

[illegible]
Notary Public - State of New York
NO. 01H06348491
Qualified in Queens County
My Commission Expires Sep 26, 2020

LAUREN ALLAHAM

Lauren Allaham

Subscribed and Sworn
before me this 20th day
of December, 2018
at New York

_____
Notary Public

My commission expires 09/26/2020.

MONICA LYNN HOWARD
Notary Public - State of New York
NO. 01HO6348491
Qualified in Queens County
My Commission Expires Sep 26, 2020

LEXINGTON STRATEGIES, LLC

By: _____
Name: Joseph Allaham
Title: _____

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Subject to the continuing compliance by the Allaham Parties with their obligations in this Agreement and any limitations on the reimbursement of expenses for witnesses in applicable law, the Parties have agreed the schedule of payments and retention of amounts previously paid, as set forth below in respect of the Settlement Amount.

Mr. Allaham shall submit an invoice to Qatar on or before November 30th in each year in which an installment payment is due (see Nos. 2, 3, 4 and 5 in the table below). Qatar shall send the installment amount to its counsel not less than 30 days in advance of each such payment due date (see Nos. 2, 3, 4 and 5 in the table below).

1.	Initial Settlement Payment, to be paid to Mr. Allaham not later than five (5) business days following the execution of this Settlement Agreement, subject to the prior satisfaction of the condition precedent set forth in clause 9(c)(i) hereof	USD$1,150,000 (one million one hundred fifty thousand dollars even)
2.	To be paid to Mr. Allaham on or before December 31, 2019	USD$100,000 (one hundred thousand dollars even)
3.	To be paid to Mr. Allaham on or before December 31, 2020	USD$100,000 (one hundred thousand dollars even)
4.	To be paid to Mr. Allaham on or before December 31, 2021	USD$100,000 (one hundred thousand dollars even)
5.	To be paid to Mr. Allaham on or before December 31, 2022	USD$100,000 (one hundred thousand dollars even)
6.	Previously paid; receipt acknowledged by Mr. Allaham and all claims for refunds released	USD$1,200,000 (one million two hundred thousand dollars even)
7.	Previously paid; receipt acknowledged by Mr. Allaham and all claims for refunds released, subject to payment by Mr. Allaham within ten (10) days following the date hereof the Outstanding Expenses as contemplated in Section 5(a) hereof	USD$1,450,000 (one million four hundred fifty thousand dollars even)
	TOTAL SETTLEMENT CONSIDERATION	**USD$4,200,000** (four million two hundred thousand dollars even)

* * *

AA HM

EXHIBIT 3

From: Engle, Craig [mailto:Craig.Engle@arentfox.com]
Sent: Friday, July 13, 2018 9:33 AM
To: Bloom, Eric W. <mailto:EBloom@winston.com>>
Subject: Re: I found your leaker

Suspicions confirmed.

It came out of Briodys shop. The leaker is one of his henchmen Michael Bowbray. A real gutter ball. He actually threatened Joey in my office a few weeks ago (and was recording the conversation). Joey found about 20 texts in Arabic that help explain the leaks I will send them to you later this morning

The tide is turning. With all due respect I suggest the sovereign start paying more attention to the strength of its opponent then of its allies.

We are now facing a contempt motion from the lawyers of your enemy. Broidy is not our enemy he's yours. We're not even a defendant. Joey did an amazing job of getting through discovery without a scratch on Qatar even though there is no confidentiality agreement in place between he and Qatar - or indemnification agreement or help with immunity.

Qatars lawyers thought just keeping discovery "attorneys eyes" only would be good enough. I said then it wouldn't and I'm proven right from the leaks. The only good strategy was "no discovery" but Qatar negotiated that away. So any press calls are promoted by Joel Mowbray working for Broidy using leaked confidential discovery that should not have been taken in the first place. Maybe Covington should get off their ass to do something about it.

And the thought that Joey would be the source of those press questions about Jamal is absurd. There is not one rational or irrational argument that could support that. As you said, that's not the way to act if you want a settlement. Precisely. My two cents: look at the guy who is suing you, not the guy who is testifying on your behalf.

And if your client is concerned it can't trust Joey to abide by a confidentiality provision in a settlement agreement, then we have to call these negotiations off now. But again: Joey has kept his confidences even though there are no confidentiality agreements in place between he and anyone - and we expect Qatar to have our back.

I think things are going to get worse for Jamal not just from a reporter or two calling. You don't hire Abbey Lowell if you've got a parking ticket, right ? Broidy is hugely embarrassed and is gunning for Jamal and this case is the vehicle.

We do not want to go unaided through contentious discovery again - in a case that doesn't even involve us. And For the last three months joey has not picked up any new business (we specifically set those discussions aside until this settlement agreement was done) and we have been avoiding press calls

Joey has been going it alone up until now.

He wants to know he's on a team.

Thank you Eric - I will pull together some evidence and send it over to you later this morning.

.

Sent from my iPhone

On Jul 12, 2018, at 10:44 PM, Bloom, Eric W.
<EBloom@winston.com<mailto:EBloom@winston.com>> wrote:

Were your suspicions confirmed or will this be a surprise? You around tomorrow?

-------- Original Message --------
Subject: Re: I found your leaker
From: "Engle, Craig" <Craig.Engle@arentfox.com<mailto:Craig.Engle@arentfox.com>>
Date: Jul 12, 2018, 10:33 PM
To: "Bloom, Eric W." <EBloom@winston.com<mailto:EBloom@winston.com>>

And who is talking to the
press about Jamal.

Sent from my iPhone

On Jul 12, 2018, at 10:12 PM, Engle, Craig
<Craig.Engle@arentfox.com<mailto:Craig.Engle@arentfox.com>> wrote:

Sent from my iPhone

EXHIBIT 4

CONSULTING SERVICES AGREEMENT
AMENDMENT TWO

THIS AMENDMENT TWO shall amend that certain **CONSULTING SERVICES AGREEMENT** (the "Agreement"), dated October 20, 2017, as subsequently amended effective January 1, 2018, made by and between the **Embassy of the State of Qatar** (the "Embassy") and **IMS, Inc.** (the "Consultant").

In consideration of the mutual promises set forth herein, the Embassy and Consultant agree that the Agreement is amended, effective April 20, 2018, as follows:

The Term of the Agreement is extended to May 31, 2018, and the Term shall expire at 5 pm EDT on that date.

The Scope of Services is amended by deleting Appendix A, and substituting the following:

> IMS shall compile and index all the records IMS has assembled/produced in the performance of this Agreement, including all confidential communications; IMS shall purge all duplicates from IMS hard copy or electronic files; and IMS shall organize the records (in encrypted form) for delivery to the Embassy, if requested.
>
> Actual delivery to the Embassy will be deferred until requested, and shall be subject to the Parties observing any legal requirements as to record retention, including such requirements as may be mandated by the Foreign Agents Registration Act.
>
> The Scope of Services shall be completed on or before May 21, 2018.

The Compensation is amended by deleting Appendix B Paragraphs 1 and 2, and substituting the following:

> 1. For the Scope of Services, as amended by this Amendment Two, Consultant shall be paid the firm fixed price of US$ 40,000. No expenses shall be reimbursed.
>
> 2. The fixed fee shall be payable upon execution of this Amendment Two.

Except as expressly modified by this Amendment Two, nothing herein shall alter or amend the Agreement.

IN WITNESS WHEREOF, Embassy and Consultant have executed this Amendment Two by their duly authorized representatives on the dates indicated below.

By: _____ Dated: 5/2/18
Embassy

By: _____ Dated: 5/1/18
Consultant

060118

010-8524-3638/1/AMERICAS

Received by NSD/FARA Registration Unit 07/31/2018 12:05:59 PM

EXHIBIT 5

REFERRAL AGREEMENT

This Agreement, dated effective August 13, 2017 is made and entered into by Stonington Strategies ("Company") and Jamal Benomar ("Consultant").

WHEREAS, Company desires to obtain certain clients;

WHEREAS, Consultant has contacts within the diplomatic community and desires to act as an intermediary finder of clients for Company;

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants contained herein, the parties agree as follows:

1. **Description of Services**: Consultant hereby agrees to refer "The Kingdom of Morocco" and "The State of Qatar" as clients to the Company. Consultant will receive a referral fee (as set forth in Section 2 below) should selected clients sign a Statement of Work with the Company. Consultant will also receive a referral fee (as set forth in Section 2 below) for any additional clients he brings to the Company, assuming said clients are not existing customers of the Company, or currently in the Company's pipeline. Consultant must provide written notice directly to Company of any new client for which he may refer. If it is a client of interest to Company, an email will be sent to Consultant notifying him of this fact and that he is eligible for a referral fee if said client signs a Statement of Work.

   The Consultant also agrees to provide ongoing services to the Company in order to help the Company maintain its relationships with referred clients. For all related services, the Company must pay an additional Consulting Fee as set forth in Section 3 below.

2. **Referral Fees and Payments**: Company agrees to pay Consultant a referral fee based upon the following:

   A. Company shall pay the Consultant a fee of twenty-five percent (25%) of the dollar amount defined in the initially executed Statement of Work between the Company and the referred client. In the event that the Statement of Work or contemplated task is completed or terminated prior to the date of the anticipated or contemplated contract or SOW period, the Company shall only be responsible for payment to Consultant for work actually billed and collected from client up to the date of early completion or early termination.

   B. Company shall pay the Consultant a fee of twenty-five percent (25%) of the dollar amount for any additional executed Statement of Works between the Company and the referred client. In the event that any Statement of Work or contemplated task is completed or terminated prior to the date of the anticipated or contemplated contract or SOW period, the Company shall only be responsible for payment to Consultant for work actually billed and collected from client up to the date of early completion or early termination.

C. Once Consultant has provided notice of a potential new client, and Company has established that it is a client of interest, Company agrees that it will not enter into any agreements with that client or third parties, the effect of which would prevent Consultant from referral fees pursuant to this Agreement. ("The Kingdom of Morocco" and "The State of Qatar" currently qualify as clients of interest to the Company.)

D. Payments will not be distributed to the Consultant in the form of referral fee unless and until such time as payment is received by the Company from client.

3. **Consulting Fees and Payment**: Company shall pay the Consultant an additional fee of five percent (5%) of the dollar amount defined in the initially executed Statement of Work between the Company and the referred client for all ongoing work provided by the Consultant. (Such fees are paid for each referred client.)

4. **Time of Payment**: Referral fee payments shall be paid once per month to Consultant no later than the 5th day of each month for all money collected by Company from client for the prior month. (For Example: Company receives payments from Client for work completed during the month of January, 2017. Consultant shall receive payment as agreed herein no later than February 5, 2017, and on the 5th of each month thereafter for the money actually collected for work performed during the month prior.) Consulting fees shall be paid on the same day as referral fees for any services delivered the prior month.

5. **Term and Termination**: The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either party upon at least 15 days prior written notice. Payment of referral fees for clients already referred under the Agreement will continue after the termination of this Agreement and will only cease when the client ends its relationship with the Company.

6. **Independent Contractor Status**: The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. The Consultant acknowledges and agrees that the Company will not provide the Consultant with employee benefits, including social security, unemployment, medical, or pension payments, and that income tax withholding is Consultant's responsibility.

7. **Confidential Relationship**: Company and Consultant agree at all times to keep the terms and conditions hereof confidential and non-public. Parties may share this Agreement with their respective accountants, legal advisors, tax advisors, and/or financial advisors (if any), on an as-needed basis, provided they (a) first discloses to such individuals the confidential nature of this Agreement and (b) ensure that such individuals maintain the terms of this Agreement as strictly confidential, except as otherwise provided herein.

8. **Confidential Information**: Consultant may perform services for Company which will require Company to disclose Confidential Information to Consultant. Accordingly, to protect the Company's Confidential Information, the Consultant agrees to as follows:

   A. Consultant will hold the Confidential Information received from Company in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.

   B. Consultant will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by Company.

   C. Consultant will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Company.

   D. Consultant will, upon the request or upon termination of its relationship with Company, deliver to Company any drawings, notes, documents, equipment, and materials received from Company or originating from its activities for Company.

9. **Ethical Conduct**: Parties agree to uphold ethical conduct in their relationship.

10. **Limitation of Liability**: Company agrees to indemnify, save and hold Consultant harmless from any and all damages, liabilities, costs, losses or expenses arising out of this Agreement, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or intentional misconduct of Consultant. Furthermore, in no event shall the aggregate liability for any cases or controversies arising out of the subject matter of this Agreement exceed the aggregate payments actually received by Consultant.

11. **Governing Law; Consent to Jurisdiction**: This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York. The parties hereto each hereby irrevocably consent to the exclusive jurisdiction of the federal and state courts located in the County of New York, State of New York in connection with any action or proceeding arising out of or connected with this Agreement; and each agree that service of process in any such proceeding will be sufficient if delivered by hand with a copy receipted, or by certified mail, return receipt requested, and that such service shall be deemed "personal service."

12. **Severability**: If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. **Merger Clause**: This is the parties' entire agreement on this matter, superseding all previous negotiations and agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

Jamal Benomar (Consultant)

Nicholas Muzin (The Company)