

CONSULTING AND LEGAL SERVICES AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE PEOPLE'S DEMOCRATIC
REPUBLIC OF ALGERIA**

AND

FOLEY HOAG LLP

This Consulting and Legal Services Agreement is by and between the Government of the People's Democratic Republic of Algeria (the "Government of Algeria") and the law firm Foley Hoag LLP, having its principal office at 1875 K Street, NW Suite 800, Washington, DC 20006.

The parties hereto agree as follows:

ARTICLE 1: SCOPE

Foley Hoag shall provide counsel to and conduct lobbying activities for the Government of Algeria and will:

1. Contribute to strengthening the relations of friendship and cooperation between Algeria and the United States of America.
2. Work with members and staff of the Congressional and Executive branches of the United States government to facilitate a greater understanding of Algeria's concerns and positions on various issues.
3. Mobilize non-governmental organizational, public and media support for Algeria.
4. Promote Algeria's role of peace and cooperation in world and regional affairs.
5. Enhance the image of Algeria in the United States of America.

The services will also include specific tasks at the request of the Government of Algeria, whenever necessary.



ARTICLE 2: PROJECT MANAGEMENT

Mr. Gare A. Smith will personally manage the Foley Hoag services being provided to the Government of Algeria. In doing so Mr. Smith shall devote the required business time and undertake all the necessary initiatives, under the supervision of the Embassy of Algeria to the United States. To the extent that other members of the Foley Hoag law firm have relationships with Members of Congress or the within the US Administration, Mr. Smith will request them to provide assistance to ensure that the Government of Algeria benefits from the full range of the firm's public relationships.

ARTICLE 3: REPORTING PROCEDURES

Mr. Gare A. Smith will keep the Embassy of Algeria closely apprised regarding the specific nature of his activities and the feedback received from the Congress, federal government officials, and civil society. Mr. Smith will be available for regular consultations with designated representative of the Embassy. He shall provide monthly written reports of activities undertaken in furtherance of the goals of this Agreement.

ARTICLE 4: TERM AND PROFESSIONAL FEES

In exchange for these services, the Government of Algeria will pay Foley Hoag LLP a fixed fee of \$30,000 per month through the end of October, 2007.

Specific expenses such as long distance telephone charges, delivery and courier charges, photocopying, and travel costs will be billed separately from the retainer fee as expense items. Foley Hoag will render bills for professional services and expenses on a monthly basis. All bills will be payable within thirty (30) days after being rendered. Payment should be made by check payable to Foley Hoag LLP and sent to Mr. Smith's attention, or by wire transfer directly to Foley Hoag's bank account:

Bank Name: Citizens Bank

Bank Address: 1 Citizens Drive, Providence, Rhode Island, 02915

Bank ABA#: [REDACTED]

Swift #: [REDACTED]

Account #: [REDACTED]

Beneficiary: Foley Hoag LLP - Wire Receipt Account

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ARTICLE 5: CONFIDENTIALITY

Confidential information obtained from the Government of Algeria during the course of this contract will be treated by Foley Hoag LLP in accordance with the rules governing the firm's professional conduct. In addition, all verbal and written communications provided from the Embassy of Algeria to Foley Hoag, and from Foley Hoag to the Algerian Embassy, related to the provision of counsel will be protected under the attorney-client privilege.

ARTICLE 6: TERMINATION

The Government of Algeria may terminate this contract at any time for any reason whatsoever. If such termination were to occur, the Government would remain obligated only for the payment of fees for services rendered and expenses incurred prior to termination.

ARTICLE 7: SIGNATURES

In witness whereof, the Government of Algeria and Foley Hoag have executed this Agreement as of the date set forth below.

The Government of the People's
Democratic Republic of Algeria



By Ambassador Amine Kherbi

Foley Hoag, LLP



By Gare A. Smith, Partner

Dated: 05/16/07

