

ADMINISTRATIVE COMPLIANCE AGREEMENT

This Administrative Compliance Agreement (the "Agreement") dated this 28th day of July 2017, is made between of Tamimi Global Co. Ltd. and the named entities and individual as detailed below (collectively referred to as "Tamimi." unless otherwise specifically designated herein)¹ (and the United States Department of the Army (the "Army").

PREAMBLE

1. Tamimi is a catering, operations and maintenance provider throughout Saudi Arabia, as well as in Iraq, Bahrain, Qatar, Kuwait and the United Arab Emirates, among other locations. Tamimi employs over 24,000 people from 28 different nationalities. Tamimi has operated dining facilities ("DFACs") at U.S. military bases in Kuwait and Iraq as a prime contractor to the U.S. Army, as a subcontractor to a prime contractor, and as a contractor to the Kuwaiti government.
2. In November 2009, the Army Contracting Command-Rock Island ("ACC-RI") awarded Tamimi contract no. W52P1J-10-D0007, for the provision of food services to the Army and Air Force personnel stationed in Kuwait with the period of performance ending on January 31, 2016.
3. On January 12, 2016, ACC-RI executed a one-year bridge contract extension by way of Justification and Approval ("J&A") No. 16-021. The J&A was approved and signed by the Principal Assistant Responsible for Contracting ("PARC") on January 12, 2016. It extended the period of performance from February 1, 2016 through January 31, 2017. A second one-year bridge contract extension was executed by way of J&A No. 17-037. It was signed and approved on January 17, 2017 and extended the current firm-fixed-price contract with Tamimi for the provision of food services to Army and Air Force personnel stationed within the Area Support Group-Kuwait ("ASG-Kuwait").
4. In response to allegations that Tamimi was violating The Trafficking Victims Protection Act of 2000 ("TVPA") in support of contract no. W52P1J-10-D0007, the U.S. Army Criminal Investigation Division ("CID") and the Defense Criminal Investigative Service ("DCIS") opened a joint investigation. On August 14, 2016, CID interviewed the Combatting Trafficking in Persons ("CTIP") Non-Commissioned Officer in Charge ("NCOIC"), Regional Contracting Center ("RCC")

¹ The Army's Notice of Proposed Debarment ("NPD"), dated March 31, 2017, identifies 12 separate entities: (1) Tamimi Global Co., Ltd.; (2) Tamimi Global Co. Ltd.; (3) Tamimi Consulting; (4) Tamimi Consulting Group; (5) Al Tamimi Group; (6) Al Tamimi Group of Companies; (7) Tamimi Group; (8) Tamimi Company; (9) Tamimi Global Co.; (10) Western Camp; (11) Gulf International Contracting Company W.L.; (12) Kuwait Pearls Catering Company. The NPD also named four individuals (1) Norm Napier; (2) Biji Fenn; (3) Asghar Hussain; and (4) Jalil Abdul Khan. The NPD was sent to Tamimi Global Co. Ltd. This Agreement is made between the Army and (1) Tamimi Global Co. Ltd., by and on behalf of its subsidiary or affiliated entities (2), (5), (6), (7), and (12). To the best of its knowledge and belief, the named entities (3), (4), (8), (9), and (10) do not exist. Entity number (11) is not a Tamimi subsidiary or affiliate subsidiary, but an independent sponsor company, for whom Tamimi has signature authority for this Agreement. This Agreement is also made by Tamimi on behalf of three of the four named individuals, as Tamimi employees: (1) Mr. Norm Napier, (3) Mr. Asghar Hussain, and (4) Jalil Abdul Khan.

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Kuwait. During this interview, the CTIP NCOIC reported having interviewed several Tamimi employees working in support of the dining facilities within the ASG-Kuwait.

5. With the assistance of an interpreter, the CTIP NCOIC learned that Tamimi's employees often were unemployed when recruited in their native country of Bangladesh. An initial agreement that some may have signed with a recruiter may have promised a salary of 100 Kuwaiti Dinars ("KD") per month along with the standard labor benefits (of sick leave, overtime and leave) provided by Kuwaiti Law. The circumstances of the initial agreement signed by each prospective employee with a recruiter and any fee paid has been disputed by Tamimi. The CTIP NCOIC also investigated whether Tamimi was taking possession of passports, as well as the terms of employment contracts signed with Tamimi.
6. Many of Tamimi's employees reported 40KD as their monthly salary plus an additional 40KD for working overtime. CTIP NCOIC investigated whether the recruitment process and salary paid left the employees with little financial support to their families.
7. With the assistance of an interpreter and through the use of a questionnaire, CID selected Tamimi employees and interviewed them. The Army was concerned that these interviews appeared to substantiate the initial allegations concerning the recruiting process, terms of employment, work days, sick days, and living conditions.
8. CID and DCIS interviewed Asghar Hussain ("Mr. Hussain"), manager of a Tamimi facility. He described the monthly salaries of the DFAC employees as ranging anywhere from 40KD to 120KD depending on the position the employee held. While he believed that Kuwaiti law requires employers to pay a minimum monthly salary of 60KD he was told that Tamimi was exempt due to the current structure of its contract with the U.S. Government ("USG"). While he stated he was not involved in the recruiting process he did indicate that Tamimi employed Biji Fenn ("Mr. Fenn") in recruiting. He described Norm Napier ("Mr. Napier") as the person in-charge of the dining facilities throughout Kuwait. He recalled overhearing an employee report of unacceptable treatment of an employee. Mr. Hussain also provided examples of an employee sign-in sick leave sheet and bedbug treatment lists. A log of medical treatment administered to employees also was maintained along with the availability of a daily bus to the medical clinic.
9. CID and DCIS interviewed Jalil Abdul Khan ("Mr. Khan"), Tamimi Assistant Area Manager, responsible for overseeing the DFAC operations in Kuwait. During his interview, Mr. Khan stated his belief that prospective Tamimi employees signed an agreement in their native country and a second agreement after arriving in Kuwait, but he was not able to confirm that the monthly salaries listed in each agreement were different. He described having heard that Tamimi DFAC employees paid recruitment fees, but could not explain why he never forwarded this information to company leadership. He stated that he had been told that Tamimi had been granted a waiver from paying its employees the monthly 60KD mandated by the Government of Kuwait and that the salaries of the DFAC employees ranged from 40KD to 90KD per month. He also added that these same employees had recently been given a raise and are being paid 60KD per month. Mr. Khan described their workday schedule as consisting of 12-hour shifts 7 days per week with holiday pay.
10. CID and DCIS received a copy of Tamimi's employee labor file from the Kuwait Ministry of Social Affairs and Labor. The Army interpreted it as showing that Tamimi reported paying employees a monthly salary of 60KD, even though its Corrective Action Plan, dated October 26, 2016, stated that that Tamimi was exempt from paying its employees 60KD because the dining

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facility food service contract predated the Kuwaiti law that mandated the salary increase to 60KD.

11. On November 22, 2016, CID interviewed, the Director of Legal Services, Public Authority of Manpower ("PAM"), Government of Kuwait, Nassar Al Mutari ("Mr. Al Mutari"). He stated his belief that the Government of Kuwait does not issue visas to employees whose base salary is listed as below the mandated 60KD minimum wage standard and that since the Government of Kuwait enacted the minimum monthly wage standard of 60KD in 2010, no exemptions have been granted. He stated that subsequent law that took effect in 2014 confirmed the "no exemptions policy" to the monthly minimum wage standard. He believed that employee shifts should consist of eight hours at a rate of 1.5 the individuals' hourly wage and employees can only be asked to work overtime three days per week. If an employee is asked to work overtime for more than three days per week, he is entitled to earn double-time wages and an additional day off. Tamimi has asserted that there remains some confusion as to the legal questions of how Kuwaiti labor law applies to the Tamimi prime contract, employment contracts, and work schedules in question.

12. The U.S. Embassy issued Diplomatic Note No. 1403 requesting investigative assistance from the Government of Kuwait. On February 22, 2017, the Ministry of Foreign - Affairs Kuwait sent DCIS a copy of the report it received from the Ministry of Foreign Affairs - Human Rights Office. Despite ongoing discussions with Tamimi, CID and DCIS were concerned that Tamimi DFAC employees were encouraged to sign "Payment Confirmation" and "Overtime for Contract Period" forms. Follow-up by PAM indicated that these were not labor documents that had to be filed with the Government of Kuwait.

13. In light of preliminary findings, the Procuring Contracting Officer ("PCO") ACC-RI issued Tamimi a Cure Notice, dated August 19, 2016. Tamimi responded with Corrective Action Plans, dated August 29, 2016, and September 20, 2016, and submitted a follow-up response as another Corrective Action Plan, dated October 29, 2016. The PCO accepted portions of Tamimi's Corrective Action Plan, but certain questions relating to differing interpretations of minimum wages and the applicability of revised Kuwait Labor law provisions were not completely resolved.

14. Because of the serious nature of the allegations in a Notice of Proposed Debarment ("NPD") issued to Tamimi on March 31, 2017, Tamimi has expressed interest in taking the actions necessary to demonstrate that the company may be trusted to deal fairly and honestly with the Government, and that continued exclusion under FAR Subpart 9.4 is not necessary if the terms and conditions set forth herein are duly and forthrightly implemented. To this end, Tamimi has agreed to take the actions specified herein to demonstrate its business honesty and integrity.

15. The Army and Tamimi agree that FAR Subpart 9.4 provides a legally sufficient basis for debarment of Tamimi. This Agreement is intended to provide assurances to the Government that Tamimi is presently responsible and, notwithstanding the bases for the proposed debarment, can be trusted to deal fairly and honestly with the Government. The Army has determined that the terms and conditions of this Agreement provide adequate assurances that the business interests of the Government will be sufficiently protected.

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NOW THEREFORE, in consideration of the promises set forth herein and for good and valuable consideration, the parties mutually agree as follows.

1. Proposed Debarment. The proposed debarment of Tamimi will be terminated upon the execution of this Agreement. This Agreement in no way restricts the authority, responsibility, or legal duty of the Army, or any other federal agency, to consider and institute suspension or debarment proceedings against Tamimi based upon information constituting an independent cause for suspension or debarment concerning events unrelated to the facts and circumstances set forth in the Preamble, including, but not limited to, any substantive allegations of wrongdoing in the past, at present, or in the future. The Army, or any other federal agency, may, in its sole discretion, initiate such proceedings in accordance with FAR Subpart 9.4. The Army's ability to institute such administrative action is independent of any ability to take action under Article 13 of this Agreement.

2. Definitions.

a. "Contractor" refers to Tamimi (as detailed on page 1, n.1), including its directors, officers, and employees, while acting in their capacities as such.

b. "Days" refers to "calendar days."

c. "Effective date" of this Administrative Compliance Agreement refers to the date on which the Army's Suspension and Debarment Official signs this Agreement on behalf of the Army.

d. "Employee" refers to officers, managers, and supervisors. All full and part-time workers and consultants will be considered employees for training purposes.

e. "Ethics Program Director" refers to an individual, whether a senior employee or officer of Contractor or an outside attorney, who will serve as the first point of contact for all questions regarding the terms and conditions of this Agreement.

f. "FAR" refers to the Federal Acquisition Regulation.

g. "Government" refers to any department, agency, division, independent establishment, or wholly-owned corporation of the United States Government.

h. "Independent cause" for suspension or debarment refers to a reason or basis for such action not directly related to information set forth in the Preamble or any document referred to in the Preamble.

i. "Army" refers to the Army's Suspension and Debarment Official ("SDO").

3. Independent Monitor.

a. **Appointment of Independent Monitor.** Within 15 days of the effective date of this Agreement, Contractor shall nominate an individual, not an employee, to serve as an Independent Monitor at Contractor's expense for the oversight of this Agreement. Contractor shall provide the Army SDO with the name, telephone number, current position, resume, and duties of the nominee for Army SDO approval. Should the Army SDO reject the nominee, Contractor shall promptly nominate another Independent Monitor for Army approval. Furthermore, any change of Independent Monitor requires prior Army approval, and should the

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Army become dissatisfied with the performance of the Independent Monitor, the Army may require Contractor to propose a new Independent Monitor for Army approval.

b. Nature of Employment. The Independent Monitor is an independent check upon the Contractor's compliance with this Agreement. The Independent Monitor shall not be an agent of Contractor, and his or her work shall not be subject to Contractor's assertion of the attorney-client privilege or the work product doctrine. Generally, the Independent Monitor shall serve as Contractor's first point of contact for all questions regarding the terms and conditions of this Agreement and Contractor implementation thereof. The Independent Monitor, in consultation with Contractor, shall ensure the implementation and management of the Ethics Program. Any change in the Ethics Program management shall require prior Army approval. It will be the Independent Monitor's duty to assist management in implementing this Agreement, serve as a point of contact for all questions regarding the terms and conditions of this Agreement, investigate complaints concerning Contractor's compliance with this Agreement, and report to the Army concerning Contractor's compliance with this Agreement.

c. Costs, Fees, Retainers, or Other Reimbursements and Compensation. Contractor shall be responsible for and shall promptly and fully pay all reasonable costs, fees, retainers, or other reimbursements and compensation customarily charged by and payable to the Independent Monitor. If, and to the extent the Independent Monitor requires at his or her reasonable discretion as communicated in writing, staff assistance and/or legal counsel, the Independent Monitor shall be authorized and empowered to retain such assistance and/or legal counsel, as related to this agreement, with reasonable advance notice to Contractor. Contractor shall be responsible for and shall pay all reasonable costs, fees, retainers, or other reimbursements and compensation payable to or on account of such staff or legal counsel for the Independent Monitor. Contractor shall pay all such advance retainers, if any, required by the Independent Monitor on account of his or her own customary fees or charges, as well as that of his or her staff or counsel.

d. Duties and Responsibilities.

(1) The Independent Monitor shall report to and be responsible to the Army SDO, and shall be free to communicate with the Army without interference by Contractor. The Army may communicate with the Independent Monitor on a confidential basis and without disclosure to Contractor. The purpose of the Independent Monitor is to observe and review on an ongoing basis, and to report to the Army SDO regarding Contractor's ongoing compliance in all respects with this Agreement; its compliance with applicable Government contracting laws, rules, and regulations, as well as CTIP program rules and guidelines, both with respect to existing contracts and any future contracts; and whether Contractor is seeking, entering into, and performing Government contracts responsibly and with integrity. As part of this review, Independent Monitor will also meet with the individuals that were the subject of the NPD and that are covered by this Agreement (Messrs. Napier, Hussain, and Khan) on an ongoing basis, and to report to the Army regarding their ongoing compliance.

(2) The Independent Monitor shall provide quarterly reports to the Army on Contractor's compliance with this Agreement; with all applicable Government contracting laws, rules, and regulations in connection with its seeking, obtaining, and performing Government contracts; and with respect to Contractor's present responsibility to obtain and perform Government contracts. The reports shall also include any findings and recommendations for improvement concerning Contractor's Contractor Responsibility Program (discussed in greater detail below in Article 4). The first report will be delivered to the Army, with a copy to Tamimi, on

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or before February 1, 2018, with subsequent reports following each quarter thereafter through February 1, 2019, at which point the Army will determine whether less frequent reports are sufficient to accomplish the objectives of this Agreement. To the extent permitted by law, including the Freedom of Information Act ("FOIA"), said reports shall at a minimum be deemed confidential to Contractor, the Independent Monitor, and the Army, and exempt from disclosure under all applicable FOIA exemptions.

(3) The Independent Monitor's reports are for the Army's assistance and monitoring purposes and shall be considered by the Army as part of the totality of the information available to it. Proof of Contractor's ongoing compliance or non-compliance with this Agreement, and all its obligations under law, shall be determined based upon all relevant information, documents, communications, testimony, and other evidence of such compliance or lack thereof. Neither the delivery nor review by the Army of any Independent Monitor report shall waive, limit, or in any way diminish the Army's right to obtain, review, analyze, or evaluate any underlying actual evidence of Contractor's compliance or non-compliance with this Agreement or applicable law.

(4) The Independent Monitor shall have unfettered, immediate, and, if requested, real-time access to all Contractor's documents, information, and personnel, including without limitation all files, records, communications, IT and communications systems, e-mail systems, electronic documents, and databases. The Independent Monitor shall be empowered to provide no prior notice, or only minimal prior notice to Contractor if the Independent Monitor determines, in his or her reasonable discretion, that the needs or exigencies of his or her monitoring require immediate access or communication. The Independent Monitor shall, during the term hereof, be permitted to communicate with any manager, employee, or contractor of Contractor pertaining to any matter concerning Contractor's present responsibility. Contractor commits to cooperate in good faith with any such communications and to provide, or to have provided, copies of any documents relating to any such communications within a reasonably prompt time. The Independent Monitor shall retain all of Contractor's information and documents in the strictest confidence and shall disclose all such information solely to the Army or other governmental investigatory authorities, and shall not disclose such information or documents to third parties outside Contractor or use such information for any purpose not associated with his or her monitoring activities provided for herein.

(5) Within 30 days of receipt of the above-described report, Contractor shall provide to the Army and to the Independent Monitor its action plan, with milestones, for implementing the Independent Monitor's recommendations. Contractor shall fully implement the Independent Monitor's recommendations within 90 days and report on that implementation to the Army and to the Independent Monitor.

e. If requested by the Independent Monitor, Contractor shall provide to the Independent Monitor, at Contractor's place of business, on-site management-type office space, furniture, telephone, network access, equipment, and supplies, along with adequate enclosed conference room space or access for the Independent Monitor such that he or she can undertake confidential conferences with Contractor's employees.

f. Failure to cooperate fully and promptly with the Independent Monitor's inquiries, document and information requests, and other monitoring activities may be considered a breach of this Agreement.

g. Contractor hereby agrees that the Independent Monitor shall be released from, held harmless from, and indemnified against any claims, demands, liabilities, obligations, damages,

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suits, or costs of any sort whatsoever, whether to Contractor or to any third party, arising out of or relating in any way to the Independent Monitor's agreement, presence at Contractor's place of business, or performance of his or her duties and obligations under this Agreement.

4. Contractor Responsibility Program. Contractor agrees to enhance its values-based ethics and compliance program (the "Contractor Responsibility Program"). The Contractor Responsibility Program (or "Program") shall be revised and updated to further ensure that Contractor, and each of its employees, acts with the business honesty and integrity required of a Government contractor, and that Contractor operates in compliance with all applicable laws, regulations, policies, and terms of any Government contract. At a minimum, the Program shall include the following features:

a. Appointment of Ethics Program Director. Contractor is required to designate an individual to serve as Contractor's Ethics Program Director ("EDP"). Tamimi's appointment of Karen Barker, General Counsel, satisfies this requirement.

b. Notification of this Agreement. Within 30 days of the effective date of this Agreement, Contractor's Kuwait General Manager for Kuwait shall prepare and display, in a prominent place accessible to all employees and subcontractors, a letter stating that Contractor has entered into an administrative agreement with the Army. Contractor's Kuwait General Manager will also provide a copy of the letter to all newly-hired personnel during their orientation. A copy of the General Manager's letter will be forwarded to the Army for approval before distribution and will describe this Agreement and Contractor's responsibilities thereunder. The letter shall state:

- (1) The basis for this Agreement;
- (2) Contractor's commitment to observe all applicable laws and regulations, and to maintain the highest standards in conducting business with the United States Government;
- (3) A brief description of the features of the Contractor Responsibility Program;
- (4) The Contractor's EPD's name, address, and mechanism for reporting misconduct;
- (5) The availability of the EPD for consultation on any questions concerning Contractor's business practices or employee responsibilities, or subcontractors including required reporting of improprieties; and
- (6) That all improprieties regarding Government operations shall be reported to the EPD, who will conduct an investigation followed by appropriate corrective action, and that employees may make such reports without revealing their identity.

c. Code of Business Ethics and Conduct.

(1) Contractor has created and will maintain and revise as necessary the "Tamimi Rules" as the Code of Business Ethics and Conduct (hereinafter referred to as the "Code"). The Code is designed and shall be revised, as appropriate, to ensure that Contractor maintains the business integrity and honesty required of a Government contractor, and that Contractor's performance is in strict compliance with the terms and conditions of its Government contracts.

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(2) The Code shall include, at minimum, the following:

(a) A statement of Contractor's commitment to comply with the contractor responsibility provisions of the FAR and all other applicable laws and regulations concerning the conduct of Government contracting or subcontracting;

(b) A statement of Contractor's commitment to fully cooperate with any Government agencies responsible for either investigation or corrective actions;

(c) Specific standards of conduct for Contractor employees concerning their business dealings with the Government on behalf of Contractor;

(d) Notice that Contractor will immediately discipline, to include termination if appropriate, employees or officers whose conduct violates applicable laws, regulations, or the basic tenets of business integrity and honesty set forth in the Code;

(e) Notice that Contractor will immediately terminate affiliation with any other entity or contractor, whether the affiliation results from a joint venture, teaming agreement, subcontracting agreement, or other arrangement, whose conduct violates applicable laws, regulations, or the basic tenets of business integrity and honesty set forth in the Code;

(f) A requirement that Contractor employees report to the EPD any impropriety or violation of this Agreement, whether committed by Contractor, a vendor, a subcontractor, or a Government employee; and

(g) Provisions that pertain to the misconduct that this Agreement is specifically designed to prevent, e.g., CTIP violations.

(3) Recognizing that many individuals in Tamimi's workforce in Kuwait do not speak English as their native language, within 60 days of the effective date of this Agreement Tamimi shall prepare a Summary Code translated into Urdu, Bengali, Gujuranti, and Hindi, which will be made available to all employees. A copy of the English version of the Summary Code will be forwarded to the Army before distribution.

d. Government Contracting Policies and Procedures Manual.

(1) Contractor has a written Government Contracting "Primer," and shall maintain and revise it, as necessary, as a Government Contracting Policies and Procedures Manual (hereinafter the "Manual") to regulate the performance of its Government contracts. The Manual shall describe, in detail, Contractor's method for competing for and administering Government contracts, and the positions responsible for performing, approving, and reviewing these tasks.

(2) Contractor management shall review employee compliance with the policies and procedures set forth in the Manual, and consider such compliance when making personnel decisions, including compensation.

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e. Training Program.

(1) *Training Plan.* Within 45 days of the effective date of this Agreement, Contractor shall create and implement an ethics and Government contracting training plan.

(2) *Ethics training.* Within 60 days of the effective date of this Agreement, Contractor shall provide all its employees with a copy of the Code or the Summary Code in their native language. Within 120 days of the effective date of this Agreement, Contractor shall conduct training in business ethics and conduct for personnel directly involved with Government contracts. Formal ethics training will be completed for all remaining personnel as soon as possible. All employees shall sign and date a roster, certifying that they attended training, and received and read a copy of the Code or the Summary Code. Contractor shall ensure that newly hired employees receive the training, a copy of the Code or Summary Code, and sign and date a roster certifying that they attended training, and received and read a copy of the Code or Summary Code.

(3) *Government contracting training.* Within 90 days of the effective date of this Agreement, Contractor shall provide management employees directly involved with Government contracts specialized training in laws, regulations, and contractor policies and procedures related to Government contracting. These employees shall sign and date a roster certifying that they attended the training, and received and familiarized themselves with the Manual.

(4) *Frequency and certification of training.* Contractor shall conduct and update all ethics and Government contracting training and employee certifications annually. The EPD shall maintain all employee certification rosters for ethic and Government contracting training, and make them available to the Army upon request.

(5) *New employees.* Contractor's training plan shall require that, within 30 days of starting employment with Contractor, each new employee attend a training session administered by the EPD covering the topics and requiring the certifications described in subparagraphs (2), (3), and (4) above.

(6) *Additional Training.* Contractor's training plan shall take into account and provide for additional training for designated managers covering advanced topics in U.S. Government contract administration and compliance to achieve certified managerial status or other similar qualifications.

(7) *Notice of training.* Contractor will provide the Army a schedule of the ethics and Government contracting training sessions in advance, with the exception of training exclusively for new employees, so the Army may attend the training, if it so desires.

f. **U.S. Government CTIP Best Practices.** Contractor shall incorporate CTIP best practices related to employee quality of life in the workplace and in accommodations. Contractor will continue to improve all employee living conditions at all facilities throughout Kuwait.

5. Contractor Reporting Requirements.

a. Kuwait General Manager's Quarterly Report.

On a quarterly basis, the Kuwait General Manager shall submit a written report to the Army describing the measures taken by Contractor during the reporting period to ensure compliance with this Agreement. The reports shall include (1) information required by other Articles and sub paragraphs of this Agreement; (2) information about the status of any internal and Government investigations that are pending, resolved, or initiated from Contractor's last reporting period; and (3) indications of any problems or weaknesses identified by the Program, the corrective action proposed or initiated, and the status of any corrective action. The first report will be delivered to the Army, with a copy provided to the Independent Monitor, on or before January 1, 2018, with subsequent reports following each quarter thereafter through January 1, 2019, at which point the Army will determine whether less frequent reports are sufficient to accomplish the objectives of this Agreement. To the extent permitted by law, said reports shall at a minimum be deemed confidential to Contractor and the Army, and exempt from disclosure under all applicable FOIA exemptions.

b. Misconduct Reporting.

(1) Contractor has established and shall maintain a mechanism by which employees and/or subcontractors may report to the EPD suspected incidents of improper conduct, including fraud, waste, and abuse, or violation of the terms of any contract or this Agreement. The reporting mechanism, and the name and address of the EDP, shall be prominently displayed in all employees' work and break areas, and included in appropriate internal employee and management publications. These notifications shall describe the reporting mechanism's purpose, explain that reports may be made anonymously, and advise that all anonymous reports will be acted upon in the same manner as identifiable reports.

(2) The EPD shall maintain a log of all misconduct reporting, to include: date and time of reporting; identity of reporter, if disclosed; summary of allegation or inquiry; and general resolution or referral. The EDP shall ensure that each report is adequately investigated and resolved. Investigation reports shall be provided to the Army. Contractor does not waive applicable privileges and immunities, but shall not assert an attorney-client or work product privilege with respect to the reporting log or its contents.

(3) Contractor shall report to the Army, within 30 days of discovery by the Kuwait General Manager or EPD, any suspected misconduct that the General Manager or EPD has reasonable grounds to believe may constitute a violation of U.S. criminal or civil law. Contractor shall investigate all reports of such misconduct that come to its attention and shall notify the Army of the outcome of such investigations and any potential or actual impact of such misconduct on any aspect of Contractor's business. This requirement is in addition to other reporting requirements articulated in this Agreement, as well as any disclosure to any agency Office of the Inspector General and contracting officer (copies of which Contractor shall provide to the Army) that may be required under FAR 52.203-13.

Contractor shall notify the Army, within 30 days of notice, of any of the following events: (a) the initiation of any criminal or civil investigation by any U.S. federal, state, or local government entity involving any allegations of U.S. criminal or civil law violations, or any other serious offenses relating to Contractor's business integrity, if Contractor has reason to believe it is a target or subject of such investigation; (b) service of investigative subpoenas by any such U.S.

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federal, state, or local government entity, if Contractor has reason to believe that it is a subject or target of the investigation; (c) service of search warrants and/or searches carried out by any U.S. federal, state, or local government entity in any of Contractor's places of business; or (d) initiation of any legal action against Contractor, or any of its members, employees, affiliates, or agents, by any U.S. Government entity alleging violations of any U.S. criminal or civil law or any other action alleging serious offenses relating to Contractor's business integrity. Contractor shall provide to the Army as much information as necessary, consistent with applicable law, privileges, and immunities, to allow the Army to determine the impact of the investigation or legal activity upon Contractor's present responsibility.

6. Cooperation with Investigations. Contractor shall cooperate fully with all Government agencies responsible for audits and investigations. In addition, Contractor shall cooperate fully with all Government agencies responsible for actions relating to the stated conduct, circumstances, and representations in the Preamble of this Agreement. Contractor agrees that full cooperation shall be judged by the Army (or, if appropriate, another Government agency) and shall include, at minimum, providing reasonable and timely access to employees, records, documents, electronically-stored information, and other information or evidence to federal law enforcement upon request and without requiring a subpoena. Such full cooperation shall not require Contractor to waive the attorney-client privilege, work product protection, or any other applicable privileges or protections. In addition, Contractor agrees to instruct its current employees and consultants to cooperate with any Government investigation and to provide evidence on behalf of the Government in any criminal or civil proceeding arising out of the investigation(s) described above. This provision shall not be interpreted to require individuals to travel outside their place of domicile. Except as required by the FAR or other applicable law, this provision shall not require Contractor to pay for the costs of travel should an individual agree to travel outside his or her place of domicile in order to cooperate with a Government investigation or to provide evidence in connection with a proceeding. Contractor further agrees to ask and encourage its former employees and consultants to cooperate and to be available to testify on behalf of the Government in any criminal or civil proceeding arising out of the investigation(s) described above. Contractor shall not seek to exclude from evidence any non-privileged information it provides to the Army (or other Government agency) from any forum, including administrative, judicial, or executive.

7. Access to Books and Records. During the term of this Agreement, the Army Procurement Fraud Division shall have the opportunity to interview Contractor and/or its representative(s) or request written submissions for the purpose of evaluating (a) compliance with the terms of this Agreement; (b) future compliance with federal procurement policies and regulations in accordance with the terms of the applicable contracts; and (c) maintenance of the high level of business integrity and honesty required of a Government contractor. To the extent permitted by law, including FOIA, this information shall be deemed confidential to Contractor and the Army, and exempt from disclosure under all applicable FOIA exemptions.

8. Business Relationships with Suspended or Debarred Individuals and Entities. Within 60 days of the effective date of this Agreement, Contractor agrees to institute a written policy stating that:

(a) Contractor shall not knowingly employ, with or without pay, an individual who is listed by a federal agency as debarred, suspended, or otherwise ineligible for federal programs. Contractor shall make reasonable inquiry into the status of any potential employee or consultant. Such reasonable inquiry shall include, at minimum, review of the System for Award Management. The policy will further provide that, if any employee is charged with a criminal

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offense relating to Government contracts or otherwise indicating a lack of business integrity or business honesty, the Contractor will remove that employee immediately from responsibility for, or involvement with, Contractor's business affairs. Contractor shall notify the Army of each such personnel action taken, and the reasons therefore, within 30 days of the action.

(b) In connection with Contractor's business for or with the Government, including its business with entities that in turn do business for or with the Government, Contractor shall not knowingly form a contract with, purchase from, or enter into any business relationship with any individual or business entity that is listed by a federal agency as debarred, suspended, or otherwise ineligible for federal programs. Contractor shall make reasonable inquiry into the status of any potential business partner. Such reasonable inquiry shall include, at minimum, review of the System for Award Management.

9. Adverse Actions. The Contractor avers that adverse actions taken, or to be taken, by Contractor against any employee, other individual, or business entity associated with Contractor arising out of or related to the conduct at issue here were or are solely the result of Contractor's initiatives and decisions, and were or are not the result of any action by, or on behalf of, agents or employees of the United States.

10. Unallowable Costs. Contractor agrees that all costs, as defined in FAR 31.205-47, incurred by, for, or on behalf of Contractor or any current or former employee, affiliate, or agent in connection with: (a) criminal or civil actions arising out of alleged violations described in the Preamble; (b) the proposed debarment and all costs incurred in negotiating, implementing, and abiding by the terms of this Agreement; (c) any investigation conducted as a result of the proposed debarment or this Agreement; or (d) the costs of Contractor's submissions, presentations, reviews by outside consultants and law firms, and appearances before the Army SDO, both in the past and throughout the term of this Agreement, shall be expressly deemed unallowable costs, direct or indirect, for Government contract accounting purposes. Contractor shall separately account for these costs (i) through accounting records to the extent possible; (ii) through memorandum records, including diaries and formal logs, regardless, of whether such records are part of official corporate documentation, where accounting records are not available; and (iii) through good faith itemized estimates, where no other accounting basis is available. However, the costs of all self-governance, compliance, or ethics programs, activities, and offices in existence before the matters described in the Preamble of this Agreement arose, and which are continued by the terms of this Agreement, shall be allowable costs to the extent otherwise permitted by law and regulation.

11. Present Responsibility. Contractor's compliance with the terms and conditions of this Agreement shall constitute an element of Contractor's present responsibility for Government contracting. By entering into this Agreement, the Army is not determining that Contractor is presently responsible for any specific Government contract.

12. Survival of this Agreement. If, during the term of this Agreement, Contractor establishes new companies or subsidiaries, merges with another company, or transfers the entire company or major assets to new owners, it shall notify the Army not less than 45 days in advance of such action and provide a copy of the corporate documents. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns, unless the new owners request and show good cause why it should not be applicable to their operations. Bankruptcy proceedings shall not prevent or stay the enforcement of this Agreement or any debarment proceedings the Army deems to be appropriate should the parties

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fail to comply with the terms of this Agreement, or engage in such other conduct that is a cause for suspension or debarment.

13. Breach of Agreement. If at any point during the term of this Agreement, the Army determines, in its sole discretion, that Contractor has breached a term of this Agreement or failed to meet any requirement of this Agreement, the Army may terminate this Agreement and suspend or initiate proceedings to debar Contractor and its managers, employees, and other agents, as appropriate. The basis of this determination may include any conduct that constitutes a breach of this Agreement. Contractor does not, by this Agreement or otherwise, waive its right to oppose such action under FAR Subpart 9.4, or any other substantive, procedural, or due process rights it may have under the United States Constitution, or other applicable laws or regulations of the United States. The Army agrees that prior to the imposition of sanctions under this Article, Contractor will be notified of the basis of the contemplated action to suspend or initiate proceedings to debar Contractor, and provide Contractor a reasonable period to cure the alleged breach or to demonstrate that Contractor is not in breach of the Agreement.

14. Release. Contractor releases the United States, its instrumentalities, agents, and employees, in their official and personal capacities, of any and all liability or claims, monetary or equitable, arising out of the investigation and negotiation of this Agreement.

15. Paragraph Headings. The paragraph headings in this Agreement are inserted for convenient reference only and shall not affect the meaning or interpretation of this Agreement.

16. Severability. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Army and Tamimi and supersedes all prior agreements or understandings, oral or written, with respect to the subject matter of this action. This Agreement shall be binding upon, and be enforceable by, the parties hereto and their respective successors and assigns.

18. Modifications of this Agreement. Any requirements imposed on Contractor by this Agreement may be discontinued by the Army at its sole discretion. Other modifications shall be made only in writing and upon mutual consent of the parties to this Agreement.

19. Restriction on Use. Contractor shall not use any term of this Agreement, the existence of this Agreement, or the termination of Contractor's proposed debarment for any purpose related to the defense or litigation of, or in mitigation of, any criminal, civil, or administrative investigation or proceedings. Notwithstanding this provision, Contractor may share a copy of this Agreement with other Government agencies.

20. Public Document. This Agreement, and any related Army administrative actions and notices, is a public document that may be distributed by the Army throughout the Government for official purposes and to other interested parties as required by law.

21. Truth and Accuracy of Submissions. Contractor represents that all written materials and other information supplied to the Army directly by Contractor's authorized representatives or through its counsel during the course of discussions with the Army preceding this Agreement are true and accurate in all material respects to the best of Contractor's information and belief. Contractor understands that this Agreement is executed on behalf of the Army in reliance upon the truth, accuracy, and completeness of all such representations.

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22. Notices. All submissions required by this Agreement shall be delivered to the following addresses, or such other addresses as the parties may designate in writing.

If to the Army:

Procurement Fraud Division
U.S. Army Office of the Judge Advocate General (OT JAG)
9275 Gunston Road
Fort Belvoir, Virginia 22060-5546

If to Tamimi:

Karen Barker
General Counsel
Tamimi Group
Dammam – Al-khobar Highway
P.O. Box 172, Dammam
31411, KSA

23. Authorized Representative. Karen Barker is fully authorized to execute this Agreement and represents that she has authority to bind Tamimi.

24. Period of Agreement. This Agreement shall be effective upon its execution by the Army SDO. The parties intend that the terms and conditions of this Agreement shall continue in force and effect for three years from the effective date absent an extension or earlier termination by the Army SDO. Any decision to extend, or terminate early, the Agreement shall be at the sole discretion of the Army SDO.

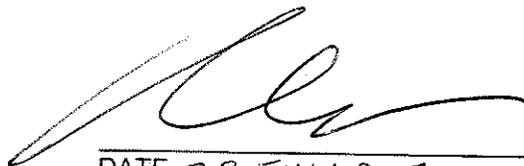
KAREN BARKER
General Counsel
Tamimi Global Co. Ltd.

MORTIMER C. SHEA, JR.
Army Suspension and Debarment Official
U.S. Army

For Tamimi Global Co. Ltd.

Karen Barker

DATE *28th July 2017*



DATE *28 July 2017*

KAREN BARKER
General Counsel
Tamimi Global Co. Ltd.

MORTIMER C. SHEA, JR.
Army Suspension and Debarment Official
U.S. Army

For Tamimi Global Co., Ltd., Al Tamimi Group, Al Tamimi Group of Companies, Tamimi Group, Kuwait Pearls Catering Company

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Karen Barker
DATE 28th July 2017

[Signature]
DATE 28 July 2017

KAREN BARKER
General Counsel
Tamimi Global Co. Ltd.

MORTIMER C. SHEA, JR.
Army Suspension and Debarment Official
U.S. Army

For Gulf International Contracting Company
W.L.

Karen Barker
DATE 28th July 2017.

[Signature]
DATE 28 July 2017

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