



STATEMENT OF WORK: STRATFOR STRATEGIC MONITORING

This is an Agreement between Strategic Forecasting, Inc. (STRATFOR) and Turkish Industrialists' and Businessmen's Association (TUSIAD) presented on March 4, 2011 for the 40th Anniversary Celebrations of Turkish Industrialists' and Businessmen's Association (EVENT) detailed below. Signature of this document obligates both parties to the terms and conditions as set forth below.

ABOUT STRATFOR

Founded in 1996 by Dr. George Friedman, author of the *NY Times* best-sellers "The Next 100 Years" and "The Next Decade," STRATFOR is a privately-owned, geopolitical intelligence organization that specializes in unbiased global monitoring, insight, analysis and forecasting. Its proven methodology combines open source and human intelligence for in-depth reporting in targeted regional and topical market segments across the globe. STRATFOR's distinct approach provides actionable intelligence to reinforce global missions/ organizational objectives — while reducing risk and maximizing opportunities — for government agencies, higher education and multinational corporations.

SCOPE OF WORK

- Dr. Friedman will continue to design the program for the Conference together with TUSIAD's staff and leadership, as he has already begun to do in his Turkey 360 memorandum presented earlier to TUSIAD.
- Dr. Friedman will identify potential participants for the Conference and will assist under TUSIAD's direction in approaching and recruiting them for participation.
- Dr. Friedman and his staff will participate as required in the preparations for the Conference
- Dr. Friedman and his staff will design and prepare scenarios and simulations for three panels for the Conference, currently contemplated to be Europe and Turkey, the Caucasus and Turkey, and the Middle East and Turkey.
- Dr. Friedman and his staff will prepare full documentation for the simulations.
- Dr. Friedman and his staff will assist TUSIAD staff in the preparation of Conference materials.
- Dr. Friedman will play a prominent role at the Conference, under the Aegis of TUSIAD, including making introductory and other remarks as requested by TUSIAD and attending related events hosted by or at the request of TUSIAD.
- Dr. Friedman will chair and moderate each of the three panels at the Conference.
- Dr. Friedman and his staff will execute the simulations on site for the Conference.
- Dr. Friedman will deliver a luncheon briefing during the Conference to summarize the simulations and will present a forecast based on the simulations.
- Dr. Friedman will participate in the fourth panel at the Conference as requested by TUSIAD.
- Dr. Friedman will meet with TUSIAD Leadership in Turkey at the end of March or early April and will during the planning for the Conference coordinate all aspects of his participation in the Conference with TUSIAD leadership.



FEES

Details	Pricing
TUSAID's 40 th Annual Conference preparation and participation	\$150,000 USD
<i>TUSIAD must also cover first class travel, ground transportation, meals and event related expenses for Dr. and Mrs. Friedman and up to 4 STRATFOR personnel. Hotel accommodations (up to 5 rooms) will be coordinated and provided by TUSIAD. All out of pocket costs for Conference materials shall be borne by or reimbursed by TUSIAD.</i>	

BILLING

TUSIAD will be invoiced for 50% of the fee (\$75,000 USD) upon execution of the Statement of Work. TUSIAD will be invoiced on September 1, 2011 for the remaining 50% of the fee (\$75,000) and for air fare costs for all STRATFOR personnel who will be in attendance at the event. Following the completion of services rendered, STRATFOR will send a final invoice to cover any expenses incurred for travel, ground transportation, meals, and unreimbursed conference materials. All invoices are due upon receipt.

TERMS AND CONDITIONS

No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this Agreement. No modification of this Agreement shall be effective unless it is in writing and signed by both parties.

TUSIAD/TUSIAD

During the course of the term of this proposed Agreement, STRATFOR and the TUSIAD may have access to information of the other party that is confidential and proprietary. Each party hereby expressly covenants and agrees that it shall not use, furnish or disclose any such confidential or proprietary information to any other person without the prior written consent of the other party.

STRATFOR DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE PROVIDED "AS IS." NEITHER STRATFOR NOR ANY OF ITS AFFILIATES, AGENTS, OR LICENSORS SHALL BE LIABLE TO TUSIAD OR TO ANYONE ELSE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY ANY ERROR, DELAY, OR FAILURE IN PROCURING, COMPILING, INTERPRETING, REPORTING, OR DELIVERING SERVICES, FOR ANY DECISION MADE OR ACTION TAKEN BY TUSIAD OR BY ANYONE ELSE IN RELIANCE ON THE SERVICES, OR FOR ANY CONSEQUENTIAL, SPECIAL, OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TUSIAD AGREES THAT THE LIABILITY OF STRATFOR, ITS AFFILIATES, AGENTS, AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE), IN ANY WAY CONNECTED WITH OR ARISING OUT OF THE SERVICES SHALL NOT EXCEED THE AMOUNT TUSIAD PAID TO STRATFOR FOR THE SERVICES.

All notices under this Agreement will be deemed given if mailed by first class certified or registered air mail, postage prepaid, or by express delivery service, or if personally delivered, and confirmed in each case by facsimile to the authorized contact for Business and Contractual Matters listed below.

221 West 6th Street ■ Suite 400 ■ Austin, TX 78701
 2300 N Street, NW ■ Suite 800 ■ Washington, D.C. 20037



This Agreement shall be governed by and construed in accordance with and governed by the laws of Texas, USA, without regard to its conflict of laws rules. Venue for any matter involving the formation, interpretation, or performance of this Agreement shall be in Austin, Texas, USA.

STRATFOR represents, warrants, and covenants to TUSIAD that all services to be performed by STRATFOR under this Agreement will be performed in compliance with all applicable federal, state and local laws, foreign or domestic, including without limitation the Foreign Corrupt Practices Act and any applicable privacy laws.

AUTHORIZED CONTACTS

Business and Contractual Matters

STRATFOR:
Debora Wright
Director of Sales
(512) 744-4313 (office)
wright@stratfor.com

TUSIAD:
Nerli M. COLAKOGLU
Coordinator
+90 (532) 2778900
nerli.colakoglu@newmediaco.net

Event Coordination Matters

STRATFOR:
Susan Copeland
Executive Assistant to Dr. Friedman
(512) 744-4319 (office)
copeland@stratfor.com

TUSIAD:
H. Bülent DUYGUN
Deputy Secretary General
+90 (212) 2491919
bduygun@tusiad.org

By causing this Agreement to be signed by its duly authorized representative, each party signifies that this Agreement is a legally binding document, subject to all the foregoing terms and conditions.

STRATFOR:

Don R. Kuykendall
Signature

Don Kuykendall
Printed name

President
Title

March 4, 2011
Date

TUSIAD:

Zafer Ali YAVUZ
Signature

Zafer Ali YAVUZ
Printed name

Secretary General
Title

March 23, 2011
Date