#### SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") dated March 8, 2016 is made between Spear Operations Group., of 2140 S. Dupont Highway, Camden, DE 19934 (The "Customer") and Fadi Elsalameen of 2856 Arizona Avenue, NW, Washington, DC 20016 (the "Service Provider").

#### PREAMBLE:

Service Provider is a businessman of strong International connections especially to United Arab Emirates. Service Provider has agreed to provide the specified services to Customer at the request of Abraham Golan, CEO of Spear Operations Group. Payment for such services shall be guaranteed to Service Provider by Spear Operations Group and guaranteed by Abraham Golan.

# BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
  - Create and expand Spear Operations Group and any of its subsidiaries business relationships with the United Arab Emirates (UAE)
  - o Facilitate business relationships between the Government of the UAE and Spear Operations Group on behalf of Abraham Golan which shall ultimately result in the UAE expand Spear Operations Group business opportunity within or outside the UAE.
- 2. The Services will also include any other tasks, which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

# **Term of Agreement**

- 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to mutual earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
- 4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days notice to the other Party. At which time the Parties shall have 15 days to mutually agree to terminate.

#### Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

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6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

# Compensation

- 7. For the services rendered by the Service Provider as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Service Provider as follows:
  - A monthly retainer of 20,000 dollars
  - o A 50,000 dollars signing bonus
  - o Twenty percent of all amounts collected by the Customer from any agreement between the Customer and the UAE the service provider delivers.
- 8. The Compensation will be payable according to the following payment terms:
  - Payment shall be made no later than thirty days (30) from the date the Customer receives payment from UAE.
  - O The parties acknowledge and agree that the personal relationship between Service Provider, the UAE and UAE associates is vital to developing a business relationship between Customer and the UAE. As such Payment shall occur regardless of when Customer receives payment.
  - Payment shall be made in one lump sum by wire transfer to the bank account listed as **Exhibit B** or such other bank account as designated by Service Provider prior to payment.
- 9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law.

#### Additional Compensation

10. The Service Provider understands that the Compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the Service Provider and for the performance of all the Service Provider's promises and obligations under this Agreement.

#### Payment Penalties

- 11. In the event that the Customer does not comply with the rates, amounts, or payment dates provided in this Agreement, a late payment penalty will be charged as follows:
  - A 1% non-payment penalty shall be added for each month payment is not made after the time allotted for payment in this Agreement.

## Performance Penalties

12. No performance penalty will be charged if the Service Provider does not perform the Services within the time frame provided by this Agreement.

#### **Notices**

13. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

Agreement as follows:

- Mr. Abraham Golan
  P.O. Box 9801
  Rancho Santa Fe, CA, 20016
- Mr. Fadi Elsalameen
  2856 Arizona Avenue, NW,
  Washington, District of Columbia, 20016

or to such other address as any Party may from time to time notify the other.

# **Dispute Resolution**

- 14. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
- 15. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the District of Columbia. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the District of Columbia.

#### **Modification of Agreement**

16. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### Time of the Essence

17. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### Assignment

18. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

## **Entire Agreement**

19. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## Enurement.

20. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

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# Titles/Headings

21. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### Gender

22. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## Governing Law

23. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the District of Columbia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### Severability

24. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **Waiver**

Abraham Golan

Print Full Name

25. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of March, 2016.

| The parties signing below swear and affirm that they have | ve the legal capacity to bind their respect | tive companies                                   |
|---|---|--|
| Spear Operations Group (Customer)                         | Fadi Elsalameen, (Service Provider)         |  |
| By: (SEAL)  | Ву:   | (SEAL)   |
| Print Full Name ABRAHAM COLAN                             | Print Full Name                             | MAN - 14 A B 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| Title: <u>CEO</u>   | Title:                                      | Arrival Park No. 100 S Security and Sec          |

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Exibit B

Fadi Elsalameen HSBC Bank Routing #: 054001709 Account # 389146269

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