DONALD J. TRUMP FOR PRESIDENT, INC.
COMPANION AGREEMENT

You have requested that the entity signing below (the “Campaign”) engage you (as an employee, independent contractor, or volunteer, or otherwise, as applicable) to perform services, or an independent contractor that employs you has requested to be engaged by the Campaign to perform services and you desire in your capacity as an employee of such independent contractor to perform all or a part of such services. You are making the promises and agreements set forth below in order to induce the Campaign to accept your or your employer’s, as applicable, offer of engagement and to permit you, in the applicable capacity, to perform all or a portion of the subject services. Those promises and agreements are part of what the Campaign is receiving in exchange for agreeing to engage you or your employer, and to permit you to perform all or a portion of the subject services, and the Campaign is relying on your fulfillment of these promises and agreements.

Any initially capitalized terms that are not defined when used in this agreement are defined in paragraph 6 below.

1. **No Disclosure of Confidential Information.** During the term of your service and at all times thereafter you hereby promise and agree:

   a. not to disclose, disseminate or publish, or cause to be disclosed, disseminated or published, any Confidential Information, unless expressly authorized by the Campaign’s Executive Director or his designee;

   b. not to assist others in obtaining, disclosing, disseminating, or publishing Confidential Information, unless expressly authorized by the Campaign’s Executive Director or his designee;

   c. not to use any Confidential Information in any way detrimental to the Campaign, Mr. Trump, Mr. Pence, any Trump or Pence Family Member, any Trump or Pence Company, or any Trump or Pence Family Member Company;

   d. not to save, store or memorialize any Confidential Information (including, without limitation, incorporating it into any storage device, server, Internet site or retrieval system, whether electronic, cloud-based, mechanical or otherwise) except as may be expressly required in connection with the performance of services to the Campaign;

   e. to (i) provide the Campaign with written notice of any legal obligation to disclose any Confidential Information as soon as you become aware of such obligation, (ii) not make any disclosure notwithstanding such obligation until the Campaign (or the appropriate Trump or Pence Person) has had a reasonable opportunity to seek an appropriate protective order or similar relief, (iii) fully cooperate and join with the Campaign (and the appropriate Trump or Pence Person) in any request for a protective order or similar relief, (iv) exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information in the event no such protective order or similar relief is obtained, whether because it has been denied or because the Campaign (or the appropriate Trump or Pence Person) has elected not to seek it,
and (iv) under all circumstances, not furnish any greater portion of the Confidential Information than you are advised by counsel is absolutely legally required to be disclosed by you or furnish any Confidential Information to any individual, company, or governmental entity other than the one to whom or to which you are absolutely legally required to disclose it; and

f. promptly upon the request, whenever made, of the Campaign, (i) return to the Campaign all Confidential Information furnished to you, together with all copies, abstracts, notes, reports, or other materials furnished to, or otherwise obtained by, you or prepared by you or on your behalf, without retaining copies, extracts or other reproductions, whether physical, electronic, cloud based or otherwise, in whole or in part, (ii) destroy all documents, memoranda, notes or other writings prepared by you or anyone on your behalf that are based upon the Confidential Information, and (iii) acknowledge such destruction in writing to Campaign.

The foregoing provisions each apply to Confidential Information and disclosure, dissemination, publication, use, and effort to help others obtain, saving, storing and memorializing of Confidential Information, as applicable, (i) by any means of expression, including but not limited to verbal, written, or visual, (ii) whether or not preserved in any medium now known or hereafter discovered or invented, as including but not limited to audio recording of any type, written text, drawing, photograph, film, video, or electronic device, (iii) in any manner or form, including but not limited to any book, article, memoir, diary, letter, essay, speech, interview, panel or roundtable discussion, image, drawing, cartoon, radio broadcast, television broadcast, video, movie, theatrical production, Internet website, e-mail, Twitter tweet, Facebook page, or otherwise, even if fictionalized, (iv) in any language, or (v) in any country or other jurisdiction (collectively, the “Restricted Means and Contexts”).

2. **No Disparagement.** During the term of your service, and at all times thereafter, you hereby promise and agree not to demean or disparage publicly, in any form or through any medium, the Campaign, Mr. Trump, Mr. Pence, any Trump or Pence Company, any Trump or Pence Family Member, or any Trump or Pence Family Member Company or any asset any of the foregoing own, or product or service any of the foregoing offer, in each case by or in any of the Restricted Means and Contexts. To avoid any doubt, you agree that this shall survive the termination of this agreement pursuant to Paragraph 10.

3. **No Competitive Services.** Until the Non-Compete Cutoff Date you promise and agree not to assist or counsel, directly or indirectly, for compensation or as a volunteer, any person that is a candidate or exploring candidacy for President of the United States other than Mr. Trump.

4. **No Competitive Solicitation.** Until the Non-Solicitation Cutoff Date you promise and agree not to hire or solicit for hiring, or assist any other person, entity or organization to hire or solicit for hiring, any person that is an independent contractor of, employee of an independent contractor of, or employee of Campaign or any other Trump or Pence Person and who at any time provides services for the project or objective for which you are being engaged.

5. **No Competitive Intellectual Property Claims.** During the term of your service and at all times thereafter you promise and agree never to assert any rights to any intellectual property that (a) includes the name “Trump” or “Pence,” (b) is owned by or associated with the
Campaign, Mr. Trump, Mr. Pence, any Trump or Pence Company, any Trump or Pence Family Member, or any Trump or Pence Family Member Company, for example, without limitation, any name, likeness, voice, or image of Mr. Trump, Mr. Pence, or any Trump or Pence Family Member, or any logo, motto or phrase created, developed or commonly associated with any of them, or (c) is developed in connection with the project or objective for which your services are being engaged (all of which will be deemed a “work made for hire” or will be assigned by you to the Campaign). You further understand that all materials or information you view, read, examine or assemble during the course of your work for the Campaign, whether or not you participate in the construction of such materials or information, are and shall remain the intellectual property of the Campaign or any successor political committee, as designated by the Campaign.

6. **Definitions.** As used in this agreement, the following definitions apply:

a. **“Confidential Information”** means all information (whether or not embodied in any media) of a private, proprietary, or confidential nature, or that Mr. Trump or Mr. Pence insists remain private or confidential, including, but not limited to, any information with respect to the personal life, political affairs, and/or business affairs of Mr. Trump, Mr. Pence, or of any Trump or Pence Family Member, including but not limited to the assets, investments, revenue, expenses, taxes, financial statements, actual or prospective business ventures, contracts, alliances, affiliations, relationships, affiliated entities, bids, letters of intent, term sheets, decisions, strategies, techniques, methods, projections, forecasts, customers, clients, contacts, customer lists, contact lists, schedules, appointments, meetings, conversations, notes, and other communications of Mr. Trump, Mr. Pence, any Trump or Pence Family Member, any Trump or Pence Company, or any Trump or Pence Family Member Company.

b. **“Trump Family Member”** means any member of Mr. Trump’s family, including, but not limited to, Mr. Trump’s spouse, each of Mr. Trump’s children and grandchildren and their respective spouses, including but not limited to Donald J. Trump Jr., Eric F. Trump and Ivanka M. Trump, Tiffany Trump, and Barron Trump, and their respective spouses, children and grandchildren, if any, and Mr. Trump’s siblings and their respective spouses and children, if any.

c. **“Pence Family Member”** means any member of Mr. Pence’s family, including, but not limited to, Mr. Pence’s spouse, each of Mr. Pence’s children and grandchildren and their respective spouses, including but not limited to Michael Joseph Pence, Charlotte Pence, Audrey Pence, and their respective spouses, children and grandchildren, if any, and Mr. Pence’s siblings and their respective spouses and children, if any.

d. **“Trump or Pence Family Member Company”** means any entity, partnership, trust or organization that, in whole or in part, was created by or for the benefit of any Trump or Pence Family Member or is controlled or owned by any Trump or Pence Family Member.

e. **“Non-Compete Cut Off Date”** means the date the current U.S. presidential election cycle is over or, if earlier, the date Mr. Trump announces that he will not run or will no longer run for the Presidency of the United States of America in the current U.S. presidential election cycle.
f. “Non-Solicitation Cutoff Date” means the Non-Compete Cut Off Date.

g. “Trump Company” means any entity, partnership, trust or organization that, in whole or in part, was created by or for the benefit of Mr. Trump or is controlled or owned by Mr. Trump.

h. “Pence Company” means any entity, partnership, trust or organization that, in whole or in part, was created by or for the benefit of Mr. Pence or is controlled or owned by Mr. Pence.

i. “Trump Person” means each of Mr. Trump, each Trump Family Member, each Trump Company (including but not limited to the Company) and each Trump Family Member Company.

j. “Pence Person” means each of Mr. Pence, each Pence Family Member, each Pence Company (including but not limited to the Company) and each Pence Family Member Company.

7. Remedies for Breach of this Agreement.

a. Consent to Injunction. A breach of any of your promises or agreements under this agreement will cause the Campaign, Mr. Trump, Mr. Pence, and each other Trump or Pence Person irreparable harm. Accordingly, to the extent permitted by law, and without waiving any other rights or remedies against you at law or in equity, you hereby consent to the entry of any order, without prior notice to you, temporarily or permanently enjoining you from violating any of the terms, covenants, agreements or provisions of this agreement on your part to be performed or observed. Such consent is intended to apply to an injunction of any breach or threatened breach.

b. Agreement to Indemnify. You hereby agree to indemnify, defend (with counsel acceptable to the Trump or Pence Person you are defending) and hold harmless each Trump or Pence Person from and against any claim, demand, suit, proceeding, damages, cost, loss, or expense of any kind or nature, including but not limited to reasonable attorneys’ fees and disbursements, incurred by any Trump or Pence Person as a consequence of your breach of any of your promises or agreements in this agreement.

c. Damages and Other Remedies. Notwithstanding anything to the contrary, each Trump or Pence Person will be entitled to all remedies available at law and equity, including but not limited to monetary damages, in the event of your breach of this agreement. Nothing contained in this agreement will constitute a waiver of any Trump or Pence Person’s remedies at law or in equity, all of which are expressly reserved.

d. Third Party Beneficiaries. Mr. Trump, Mr. Pence, and each Trump or Pence Family Member, Trump or Pence Company, and Trump or Pence Family Member Company is an intended third party beneficiary of this agreement. Without limiting the preceding sentence, Mr. Trump, Mr. Pence, each Trump or Pence Family Member, Trump or Pence Company and Family Member Company, in addition to the Campaign, will be entitled to the benefit of this agreement and to enforce this agreement.

a. Governing Law. This Agreement is deemed to have been made in the State of New York, and any and all performance hereunder, breach hereof, or claims with respect to the enforceability of this agreement must be interpreted and construed pursuant to the laws of the State of New York without regard to conflict of laws or rules applied in the State of New York.

b. Arbitration. The parties hereto mutually agree that any dispute, controversy, or claim arising under, relating to, or in connection with this agreement, or any breach thereof, must be submitted to and determined by binding arbitration in the State of New York pursuant to the rules for commercial arbitrations of the American Arbitration Association. Judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction.

c. Prevailing Party Fees. Any arbitration award shall include an award of reasonable legal fees and costs to the prevailing party.

d. Interpretation and Representation by Counsel. This agreement has been drafted on behalf of the undersigned only as a convenience and may not, by reason of such action, be construed against the undersigned. Each of the parties (i) has had the opportunity to be and/or has elected not to be, represented by counsel, (ii) has reviewed each of the provisions in this agreement carefully and (iii) has negotiated or has had full opportunity to negotiate the terms of this agreement, specifically including, but not limited to Paragraph 7 hereof. You waive any claims that may be available at law or in equity to the effect that you did not have the opportunity to so consult with counsel.

e. No Waiver. Neither the failure or delay to exercise one or more rights under this agreement nor the partial exercise of any such right, will be deemed a renunciation or waiver of such rights or any part thereof or affect, in any way, this agreement or any part hereof or the right to exercise or further exercise any right under this agreement or at law or in equity.

f. Severability. If any provision of this agreement, or portion thereof, shall be held invalid or unenforceable by a court or arbitrator of competent jurisdiction, such invalidity or unenforceability shall attach only to such provision or portion thereof, and shall not in any manner affect or render invalid or unenforceable any other provision of this agreement or portion thereof, and this agreement shall be carried out as if any such invalid or unenforceable provision or portion thereof were not contained herein. In addition, any such invalid or unenforceable provision or portion thereof shall be deemed, without further action on the part of the Parties hereto, modified, amended or limited to the extent necessary to render the same valid and enforceable.


a. Modifications. No change or waiver of the terms, covenants and provisions of this agreement will be valid unless made in writing and signed by the undersigned.

b. Relationship. Nothing herein contained is intended to, nor shall it be construed as, reflecting any employer-employee or independent contractor relationship between you and the undersigned or any other individual or entity.
c. **Counterparts.** This agreement may be executed in any number of counterparts, all of which taken together will constitute one and same instrument. Delivery of an executed signature page of this this agreement by facsimile transmission or .pdf, .jpeg, .TIFF, or other electronic format or electronic mail attachment will be effective as delivery of an original executed counterparty hereof.

10. **Survival.** This Agreement will survive the expiration, cancellation or termination of any employment or independent contractor relationship that you may have with the Campaign or with any individual, entity, partnership, trust or organization that the Campaign has engaged.

Donald J. Trump for President, Inc.

______________________________
Name: Sean Dollman  
Title: Director of Operations

OMAROSA MANIGAULT-NEWMAN ACKNOWLEDGES THAT SHE HAS READ AND UNDERSTOOD THIS AGREEMENT, AND AGREES TO COMPLY WITH THE FOREGOING WHICH CREATES A VALID AND BINDING LEGAL OBLIGATION ON HER.

OMAROSA MANIGAULT-NEWMAN

Signature: ______________________________

Name: OMAROSA MANIGAULT-NEWMAN  
Address: 701 PENNSYLVANIA AVE, PH 23,  
WASHINGTON, DC 20004
CONSULTING AGREEMENT

This confirms the agreement between Donald J. Trump for President, Inc. (“we” or “us” or “our”) and Omarosa Manigault-Newman (“you” or “your”), effective January 22, 2018. We have agreed as follows:

1. **Engagement.** You have agreed to perform the services described on Exhibit A (the “Services”) during the period of your engagement.

2. **Compensation and Reimbursement.** During your engagement, you shall be compensated for your services at a rate of $15,000 per month, and you will receive prorated payment for partial months worked. You must provide us an invoice for services according to our standard policies. As an independent contractor, you are responsible for overhead costs incurred in the regular course of business as an independent contractor. You will be reimbursed only for pre-approved, reasonable expenses actually incurred by you and necessary for you to provide Services. To be reimbursed, expenses must be pre-approved and submitted according to our standard reimbursement policies including providing original receipts or other acceptable documentation of expense.

3. **Term.** Our agreement shall continue through December 31, 2018, unless either party terminates the agreement earlier by giving ten (10) days written notice to the other party. In addition, we may end your engagement early and terminate this agreement immediately upon written notice, if you fail to, or are unable to, perform the Services properly, are dishonest or are arrested, or if Donald J. Trump (“DJT”) announces that he will not continue to run for the presidency of the United States of America (the “Presidency”), or if you breach the agreement with us relating to confidentiality, non-disparagement, non-competition, non-solicitation and protection of intellectual property that you are executing simultaneously with this agreement (the “Companion Agreement”) as a condition to our consent to enter into this agreement.

4. **Non-coordination.** You represent and agree that you are generally familiar with the federal laws and regulations governing improper “coordination” of political and issue communications and will abide by such laws and regulations, including, but not limited to, implementing any safeguards necessary for common vendors, if applicable.

5. **Conflicts.** You agree to disclose to us any actual or potential conflicts of interest.

6. **Public Communications.** In addition to your duties in the Companion Agreement, during the term of your service and at all times thereafter, you agree not to communicate, directly or indirectly, with any member of the news media on behalf of, for, or about us, DJT, Vice President Pence, any Trump or Pence Family Member, any Trump or Pence Company, or any Trump or Pence Family Member Company without the express, written authorization from the Campaign Executive Director or his designee. During the term of your service and at all times thereafter, you further agree not to disseminate any communications to the public about us, DJT, Vice President Pence, any Trump or Pence Family Member, any Trump or Pence Company, or any Trump or Pence Family Member Company—in whatever form they may be, whether written, electronic, or otherwise—without the express, written authorization to do so from the
Campaign Executive Director or his designee. To avoid any doubt, you agree that this paragraph shall survive the termination of this agreement.

7. **Compliance.** You will comply with all federal, state, and local statutes, regulations, ordinances, and rules, as well as any of our policies and procedures relating, directly or indirectly, to your performance of Services. Without limiting the generality of the foregoing, you agree to comply with all laws pertaining to campaign finance and government ethics.

8. **Independent Contractor.** You are an independent contractor, not our employee, and not entitled to any health or other employee benefits from us, and we will not pay or withhold payroll or other federal, state, and/or local taxes, payroll taxes, unemployment insurance, worker’s compensation or other similar personnel costs for you. As an independent contractor, you are not an agent of us and may not enter into any legally binding agreement, written or oral, or take any other legal act in our name without express permission to do so.

9. **Governing Law.** This Agreement is deemed to have been made in the State of New York, and any and all performance hereunder, breach hereof, or claims with respect to the enforceability of this agreement must be interpreted and construed pursuant to the laws of the State of New York without regard to conflict of laws or rules applied in the State of New York.

10. **Arbitration.** The parties hereto mutually agree that any dispute, controversy, or claim arising under, relating to, or in connection with this agreement, or any breach thereof, must be submitted to and determined by binding arbitration in the State of New York pursuant to the rules for commercial arbitrations of the American Arbitration Association. Judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction.

11. **Indemnification.** You agree to indemnify, defend, and hold us harmless from any loss, liability, costs or damages arising from the negligence, gross negligence, intentional misconduct, or breach of this Agreement by you.

12. **Severability.** If any provision of this Agreement, or portion thereof, shall be held invalid or unenforceable by a court or arbitrator of competent jurisdiction, such invalidity or unenforceability shall attach only to such provision or portion thereof, and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement or portion thereof, and this Agreement shall be carried out as if any such invalid or unenforceable provision or portion thereof were not contained herein. In addition, any such invalid or unenforceable provision or portion thereof shall be deemed, without further action on the part of the Parties hereto, modified, amended or limited to the extent necessary to render the same valid and enforceable.

13. **Modification.** This agreement may only be changed by a writing signed by both you and us.

14. **Assignment; Successor Organizations.** You agree that, in the event we roll over operations into any successor organization, this Agreement shall be automatically assigned and be binding on and inure to the benefit of such successor organization and you for the duration of the term. This agreement is not otherwise assignable.
Exhibit A

SERVICES

- Surrogate
- Speaking Appearances
- Fundraising Appearances
- Diversity outreach